

20

1431

DECLARATION OF RESTRICTIONS

FOR

LAGO VISTA RANCH

State of Texas

County of Navarro

THIS DECLARATION is made as of the 9th day of March, 1990, by CROSS COUNTRY CATTLE COMPANY, Inc. a Texas Corporation, hereinafter called DECLARANT.

WITNESSETH:

WHEREAS, DECLARANT is the owner of all that certain real property located in Navarro County, Texas, described as follows:

359.631 acres, more or less, situated in the Thomas Capps Survey, Abstract #164, Navarro County, Texas, now referred to as the Lago Vista Ranch Subdivision as recorded in Plat Book 6, Page 239 of the Navarro County Records, Navarro County, Texas, hereinafter called the PROPERTY; and

WHEREAS, DECLARANT desires to create a quality development with restrictions, covenants, impositions, easements, changes and liens as hereinafter set forth for the preservation of the property;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, and all easements and other matters of record, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS:

The following words when used in this Declaration shall have the following meanings:

1. "Property" shall mean and refer to that certain real property herein-described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.
2. "Declarant" shall mean and refer to Cross Country Cattle Co., Inc., A Texas Corporation, its successors or assigns of any or all of its rights under this Declaration.
3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Tract or portion of a Tract, their heirs, successors, legal representatives or assigns. The Association, under no circumstances, shall be deemed an Owner pursuant hereto. The Owner of the Tract purchased through the Texas Veterans Land Board Program shall be the Veterans Purchaser who

- 2
- (a) Park and recreational area, including a lake known as Lago Vista Lake, consisting of a total of 26.18 acres, more or less.
 - (b) Private road known as Viata Lane.
 - (c) An easement on Tract No. 14 from Arroyo Lane to the Park and Recreation area.
6. "Lake" shall mean that lake known as Lago Vista Lake constituting a portion of the Common Area.
7. "Association" shall mean and refer to Lago Vista Land Owners, a Texas non-profit corporation formed by 60% (in interest and not in numbers) of the Tract Owners to administer and enforce these restrictions.
8. "Board" shall mean and refer to any number of elected directors by the majority of Owners to represent and enforce these restrictions. The "Board's" creation is the sole discretion of the Association.

ARTICLE II

GENERAL RESTRICTIONS:

1. Use Restrictions. The Property shall be used for single family residence purposes.
- ★ A. All residences must be on site constructed and have a minimum of 1000 square feet excluding carports, garages, porches or other appurtenances. Any building or structures built upon a Tract must be of new material and have the exterior completely finished within six (6) months after ground breaking.
 - B. One residential dwelling per Tract shall be permitted, unless amended by written permission of the Association.
 - C. Owners of Tracts contiguous to Texas Farm Road No. 2930, except Tract number 35, may not use said Farm Road for purposes of ingress and egress to and from their property and will use the dedicated roads and private road of Lago Vista Ranch Subdivision, except by written authorization by the majority of the Association.
 - D. There shall be no commercial removal of timber, sand, gravel, or other surface minerals from any Tract (and/or Common Area). No irrigation of any kind will be permitted from the Lake, or feeder Creeks, except the Association shall have the right to use water from the Lake to irrigate the Common Area.
 - E. Dogs, cats and other domestic household pets may be kept and maintained by any Property Owner as long as they are properly leashed or corralled. No swine shall be allowed, with the following exception: Youth activities such as FFA or 4-H that require youths to have show animals will be allowed, so long as such show animals are properly corralled. No commercial livestock feedlot will be allowed. Poultry, if not for commercial use, and if properly fenced and maintained, will be allowed. No pit bull dogs, fighting game or fighting roosters will be allowed. Livestock shall not exceed one adult head per acre of Property owned. No animals shall be maintained in any manner which interferes with use and enjoyment of other Property owners. (The Association may promulgate such additional rules and regulations concerning pets and animals as the Association may deem advantageous for the enjoyment and safety of the Tract Owners.)
 - ★ F. No, garage, outbuilding, barn, tent, mobile homes, shacks, trailer, travel trailer and/or camper or other temporary structure may be placed on the Property to be used as a permanent or temporary dwelling.
 - G. No billboard or advertising larger than six square feet shall be placed or maintained on the Property, provided, however, that the Declarant shall, in its subdividing and sales, be allowed to place or maintain customary signs for it or its accredited agents.
 - H. Owners of Tracts contiguous to Lago Vista Lake shall not construct or maintain any structure for human habitation below an elevation of 475 feet mean sea level. This area is subject to inundation by flooding.

- 22
- I. No noxious or offensive trade or activity shall be carried on in the subdivision, nor shall anything be done thereon which may be or become a nuisance to the neighborhood, in the sole discretion of the Declarant and/or the Association. (All refuse, rubbish, trash, garbage or waste shall be kept, disposed or removed in a sanitary manner.) All household refuse and rubbish trash, garbage or waste shall be kept in closed containers and shall be removed from the Property at least once a month. Nonhousehold refuse, rubbish, trash, garbage or junk, other than dead leaves and fallen limbs, shall not be permitted to remain exposed on the Property. (Automobiles, recreational vehicles, trailers, boats or other similar vehicles, may be maintained, stored or kept on any Tract only if it is (1) completely screened from public view; and (2) currently licensed and in working order.) No vehicle of any size which transports inflammatory or explosive or other hazardous material may be kept on the Property or any street which is adjacent to the Property. Declarant or the Association has the right to remove the above mentioned articles and to charge the Tract Owner for the cost thereof and levy the penalty mentioned in paragraph "M."
 - J. Sewage disposal shall be effected by means of septic tanks; the type of tank, its constructions, location on the Tract and tile disposal field shall be approved by the regulatory governmental body having jurisdiction over such matters in Navarro County, Texas. No outside toilets shall be permitted.
 - K. All driveways and parking areas shall be gravel or hard surface. Culverts shall be approved by the County Commissioner and be installed in accordance with the policies of Navarro County, Tex. Overnight parking shall not be permitted on any road as designated on the recorded plat.
 - L. Replotting or subdividing of a tract has to be approved by the Association and shall be in accordance with the rules and regulations of the regulatory governmental body having jurisdiction over such matters in Navarro County, Texas, and all restrictions herein shall apply to each Tract resulting from subdivision in the same manner as applicable to Tracts. No Tracts shall be divided into less than two (2) acres. It is expressly understood that if any Tract is conveyed to the Veterans Land Board, the restriction contained in this paragraph shall not prohibit the Veterans Land Board from granting to the Veteran Purchaser or his/her assigns, title to a portion of such Tract while such Tract is under Contract of Sale and Purchase between the Veterans Land Board and such Veteran Purchaser or his/her assigns. At such time as title to such Tract is no longer claimed or owned by the Veterans Land Board, such Tract shall again be subject to the restrictions as recited in this paragraph.
 - M. A penalty fine of TWENTY-FIVE DOLLARS AND NO/100 (\$25.00) per day will be charged by the Association or the Declarant to any Tract Owner who does not adhere to these restrictions after being formally notified by Certified Mail that said Owner is in default, and given ten (10) days to correct the default. Non-payment of any fines levied may result in a lien against the Tract of the party who is in default.

2. Plans, Permits, Specifications and Locations of Buildings. The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. Furthermore it shall be the obligation of each Tract Owner to comply with the building codes and obtain the required permits for construction of homes and other buildings that are within the limits of a regulating body. Neither the Declarant nor the Association will assume, nor bear any responsibility in this regard before, during or after construction.

3. Setbacks. No building or improvement of any kind shall be erected on any Tract nearer than 100 feet to the front line nor nearer than 30 feet to any side Tract line; provided, however, where surface terrain or shape of Tract is not suitable for building construction within said limitations, a written request for a variance shall be presented to the Association, which Association may, in its sole discretion, approve or deny such request. This paragraph does not apply to the existing buildings and improvements located on Tract No. 25.
4. Utility Easements. There is hereby reserved to Declarant or Association for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the Property, the permanent right and authority to lay, operate and maintain lines, water lines, communication lines, subdivision entry, landscaping, fencing, and such other further public service facilities as Declarant or Association may deem necessary along, through, in or over and under a strip of land fifteen (15) feet in width (as measured at right angles) from all Property lines in the Property. Neither Declarant nor the Association shall be liable for any damage done by him or their assigns, agents, employees or contractors, to shrubbery, trees or flowers or to other property of the Owner situated within any such easement. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

23

5. Fences. Adequate fences shall be erected and maintained so as to confine any livestock to the premises of their owner. No sheet metal fence or snow fence or similar type of fence shall be erected. There shall be no fence of any type within one hundred (100) feet of Lago Vista Lake without prior approval of the Association.

6. Maintenance of Premises. In order to maintain the standards of the Property, no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The Property, building improvements, landscaping and appurtenances shall be kept in good, safe, clean and neat condition. In the event Owner of any Tract shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Declarant or the Association shall have the right, through its agents and employees, to enter upon said Tract and to repair, maintain, and restore the Tract and exterior of the buildings and any other improvements erected thereon, all at the expense of the Tract Owner. Each Tract Owner shall be required to keep the grass or weeds on each Tract mowed so that it shall not be higher than 24 inches. If any Owner defaults in this obligation, the Declarant or the Association may mow the grass and charge the defaulting Tract Owner a reasonable cost thereof. Failure of an Owner to re-imburse Declarant or the Association for any such charges shall give rise to the penalty set forth in Paragraph "M" of Article II hereof. However, nothing contained herein shall be construed to obligate the Declarant or the Association to keep the grass mowed on any Tract.

ARTICLE III

POWERS OF THE ASSOCIATION

The Association and/or Board shall have the following powers which are exercisable within its sole discretion.

1. To enforce this Declaration in its own name or in the name of any Owner.
2. To elect a Board of Directors of the Association by a majority vote of the Association. The Owners of a Tract is entitled to one (1) vote per Tract owned.
3. To maintain all common areas and the facilities owned by the Association (and to promulgate such rules and regulations as it may deem advantageous for the use and enjoyment of the Common Areas).
4. To construct and maintain improvements to Common Areas.
5. To enhance and regulate the use of Lago Vista Lake (but within the limits and provisions of the Soil Conservation Service easement by which the Lake was created).
6. To promulgate rules and regulations, if any, concerning hunting, firearm use, wildlife conservation, fishing limits and boating.
7. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Association or the Common Area.
8. The Association or its Board may, but is not required or limited to, hire personnel or contractors, secure insurance deemed appropriate, or borrow money for capital improvements to the Lake and Common Area, if approved by the majority of Association.

ARTICLE IV

Covenant for (Maintenance) Assessments.

1. The Association or Board may establish and collect from the individual Owners of the Tracts special assessments for taxes and capital improvements, if any, for and to the Common Area, maintenance and repairs caused by the willful or negligent act of an Owner or his tenants, guests or invitees. Each such assessment, together with interest, costs and reasonable attorney's fees shall be the personal obligation of the Owner at the time when the assessment was due, and shall constitute a charge on and shall be a continuing lien upon each Tract against which such assessment was made.
2. The lien securing the assessments provided for herein shall be subordinate and inferior to the lien of any first mortgage or Deed of Trust, now or hereafter placed upon the Tract subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale, whether public or private, of such property pursuant to the terms and conditions of any such Deed of Trust. Such sale shall not relieve such Tracts from liability for the amount of any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

24

3. It is specifically understood that if any Tract is sold to the Texas Veteran's Land Board, the Veterans Land Board shall not be responsible for payment of any assessments provided for herein. Instead, the Veteran contracting to purchase any TRACT from the Texas Veterans Land Board shall be considered as the OWNER of any such TRACT, shall be considered a member of the ASSOCIATION, and shall be personally responsible for payment of any assessment provided for herein. Execution of a Contract of Sale between a Veteran and the Veteran's Land Board for any TRACT shall signify that such Veteran accepts, ratifies and will comply with the terms of this DECLARATION. In the event that the Veterans Land Board repossesses a Tract, the Veteran's Land Board shall not be liable for assessments past or present. However, when such TRACT is resold or placed under another Contract of Sale by the Veteran's Land Board, the TRACT and the new OWNER shall thereafter be subject to assessments in accordance with the terms hereof.

ARTICLE V

General Provision

1. Non-liability of Declarant or Association. Neither the Declarant nor Association shall in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself. In the event that either the Declarant or Association shall deem it necessary to enforce these restrictions against any Owner, said Owner shall be required to pay reasonable attorney's fees and court costs if the Declarant or Association shall prevail in said litigation.
2. Declaration of Restrictions Run With the Land. These herein contained restrictions shall constitute an easement and imposition in and upon the Property and every part thereof, and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by Declarant or Association or Owner for a period of ten (10) years from date of recording of these restrictions.
3. Owner Compliance. The covenants, restrictions and servitudes imposed by the Declaration of Restrictions shall apply not only to Owners, but also to any persons or entities occupying the Property by permission or invitation of the Owner or his tenants, expressed or implied. Failure of the Owner to notify said persons or occupants of the existence of said restrictions shall not in any way act to limit or divest the right of Declarant or Association or other Owners of the Property of enforcement of these restrictions, and in addition, the violating Owner shall be responsible for all violations of these restrictions by his tenants, licensees, invitees or guests and by guests, licensees or invitees of his tenants at any time.
4. Notice to Owner. Notice to any Owner of the violations of any of these restrictions or any other notice therein required shall be delivered or mailed to the Owner certified mail, return receipt requested, at the address shown on the Tax Rolls, Navarro County, Texas.
5. Enforcement. Enforcement of restrictions, conditions and reservations now or hereafter imposed by the provisions hereof shall be by any procedure at law or equity against any person or persons violating or attempting to violate any covenants or restrictions either to restrain violation or to require certain performance or to recover damages or to enforce any lien created by these covenants, restrictions, or lien shall be paid by the violating Owner. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.
6. Severability Clause. Invalidation of any one of these Restrictions, whether in whole or in part, by a court of competent jurisdiction shall not affect any of the other restrictions, and all other provisions shall remain in full force and effect.
7. Amendments by Declarant. The Declarant shall have and reserves the right at any time, and from time to time, without the joinder or consent of any other party, to amend this Declaration by an instrument in writing, duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity, or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.
8. Duration and Amendment. The covenants, conditions and restrictions of this Declaration shall be effective for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended during the first ten (10) year period by an instrument signed by not less than 60 percent of the Tract Owners and thereafter by an instrument signed by not less than 70 percent of the Tract Owners. No such amendment shall be effective until recorded in the approval of any governmental regulatory body which is required shall have been obtained.

26

9. Disputes. Matters of dispute or disagreement between Tract Owners with respect to interpretation or application of the provisions of this Declaration shall be determined by a majority vote of the Association, which determination shall be final and binding upon all Tract Owners.

10. Legal Action. All Owners agree that all legal actions brought by or against the Association or any action brought in connection with this Declaration shall be brought in the District Court of Navarro County, Texas, which Court shall have jurisdiction and serve with respect thereto.

IN WITNESS WHEREOF, DECLARANT has caused this instrument to be executed this 9th day of March 1990.

Cross Country Cattle Co., Inc.

By: Raymond Hayes
Raymond Hayes, President

ATTESTED:

Susan A Crawford

THE STATE OF TEXAS

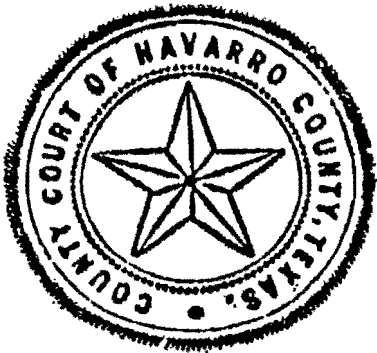
COUNTY OF DALLAS

This instrument was acknowledged before me this 9th day of March 1990 by Raymond Hayes, President of Cross Country Cattle Company, Inc.



Susan A Crawford
Notary Public in and for the State of Texas

THE STATE OF TEXAS }
County of Navarro



I, JAMES F. DOOLEN, Clerk of the County Court in and for Navarro County Texas, do hereby certify that this Instrument was FILED AND RECORDED at 3 o'clock P.M. 3-14 1990, in volume 1199 page 20 of the Records of Navarro County.

James F. Doolen
County Clerk, Navarro County, Texas