

RESTRICTIONS

1. Single family dwellings shall contain a minimum of 1,600 square feet of living area, exclusive of porches, breezeways, carports, garages, or basements. The minimum square footage of living area shall be that area which is heated and cooled. The exterior of the residence shall be constructed of wood, masonite or comparable material, rock, stone, brick or masonry.

The existing residence on Tract 6 shall be exempted from this restriction for minimum square footage of living area. Other single family dwellings constructed on Tract 6 shall be subject to the restriction of minimum square footage.

2. Servant's quarters, one guest house, and outbuildings may be constructed on the property after completion of construction of the principal dwelling. For purposes of these covenants, a "bed and breakfast" shall be defined as a guest house.
3. The exterior of any building shall be completed not later than ten (10) months after laying the foundation of that respective building.
4. A dwelling shall not be occupied until the exterior thereof is completely finished and plumbing is connected to a septic system or other water disposal system which has been approved by Gillespie County and/or State of Texas Health Department or other governing body controlling wells and septic systems.
5. Mobile, modular, pre-manufactured and/or industrial-built homes are prohibited. No dwelling shall be moved onto any Tract. All dwellings shall be constructed and erected on site.
6. A single family dwelling shall not be erected on any Tract nearer than fifty (50) feet from the front, rear or side property line. Other buildings erected on a Tract shall not be nearer than fifty (50) feet from any property line.
7. No Tract shall be used for any commercial purpose except permanent agricultural crops, including vineyards, fruit trees, pecan groves and permanent grass (i.e., hay meadows or grazing pastures) and one Bed and Breakfast facility, constructed in compliance with all restrictive covenants herein.

8. Abandoned or inoperative equipment, vehicles or junk shall not be permitted on any Tract. Owners are to keep said Tract clean and neat in appearance and free of litter at all times. Garbage or refuse or any hazardous materials, as defined in any state or federal statute or regulation, shall not be buried on any Tract. Noxious or offensive activity shall not be permitted on any Tract nor any activity which would be considered an annoyance or nuisance to the Property.
9. Swine shall not be kept on any Tract. Other livestock, pets and poultry ("animals") shall be permitted provided such animals are sheltered and kept within the boundaries of said Tract at all times. There shall be no commercial feeding operation nor commercial breeding of animals or fowl on any Tract. Animals used for grazing said Tracts while simultaneously raising young (i.e., cow/calf operation) shall not be considered commercial breeding animals.
10. All livestock, pets and poultry shall be provided shelter and shall be kept under fence within the boundaries of a Tract. This restriction shall not apply to unsold Tracts owned by Developer. Furthermore, Developer shall have the right to graze cattle or livestock on an Owner's Tract until such time as such Owner has fenced such Owner's Tract.
11. All perimeter fences erected on any Tract shall be of new material and erected in accordance with professional fence-building standards regarding quality and appearance.
12. Mineral exploration of any type which will damage the surface shall not be permitted on any Tract. Tract owners shall not alter the natural drainage of surface water over and across said tracts.
13. Resubdivision of a Tract after conveyance by Developer is prohibited prior to January 1, 2010. Thereafter a tract may be subdivided provided the original tract and all resultant tracts exceed six (6) acres in size.
14. Developer reserves unto himself and/or his assigns, an easement for utility purposes twenty (20) feet wide on each side of all Tract lines and along the entire perimeter (boundary) of said Tracts for the installation and maintenance of electric, telephone, and utility lines for water, gas, cable television, and similar public utilities, and easements for anchor/guy combinations wherever

necessary, and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said Tract to employees of utilities owning said lines.

These restrictive covenants shall be binding upon and inure to the benefit of all parties claiming under Developer until January 1, 2015, at which time said restrictive covenants shall be automatically extended without further notice until such time that the owners of 75% of the total area of the Property shall execute an instrument waiving or amending the restrictive covenants. A Tract owner shall be the record owner of legal title as shown by the real property records of Gillespie County, Texas. Any amendments shall be in writing and shall not be effective until duly recorded. A copy of the amendments as recorded shall be forwarded to the last known address of all Tract owners.

Developer shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these restrictive covenants by an instrument in writing duly signed and acknowledged by Developer only, filed for record in the office of the County Clerk of Gillespie County, Texas, for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development of the property as determined by Developer, in his sole discretion.

If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of these restrictive covenants or the application thereof shall not be affected thereby, nor shall any failure of the Developer or Tract owner to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

Developer and every other person, firm or corporation hereinafter having any right, title or interest in any Tract in the Property shall have the right to enforce, by any proceeding at law or in equity all restrictive covenants by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

EXECUTED this 2nd day of March, 2000

SCENIC VISTAS, L.P., a Texas
Limited Partnership

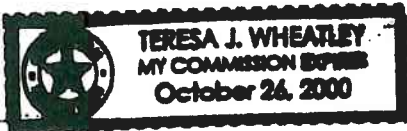
BY: WESTVEST PARTNERS, L.L.C
a Texas Limited Liability
Company
Its General Partner

BY: Kenneth A. Barfield, Jr.
KENNETH A. BARFIELD, Manager

THE STATE OF TEXAS §
 Travis
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 2nd
day of March, 2000, by KENNETH A. BARFIELD, Manager,
SCENIC VISTAS, L.P., a Texas Limited Partnership, by WESTVEST
PARTNERS, L.L.C, a Texas Limited Liability Company.

Teresa J. Wheatley
Notary Public, State of Texas



Building setbacks

CJB/emh/RE12

SCENIC VISTAS, L.P.

TO

THE PUBLIC

FIRST AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF SCENIC VISTA ESTATES
SUBDIVISION

STATE OF TEXAS §
COUNTY OF GILLESPIE §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Scenic Vista Estates Subdivision (herein "Subdivision") is described in the map or plat of said subdivision as recorded in Volume 2, Page 83, of the Plat Records of Gillespie County, Texas; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Scenic Vista Estates Subdivision (herein "Declaration"), is recorded at Volume 390, Pages 898-902 of the Official Public Records-Real Property of Gillespie County, Texas; and

WHEREAS, SCENIC VISTAS, L.P., a Texas Limited Partnership, is the developer as defined in the Declaration; and

WHEREAS, pursuant to the Declaration, Developer has reserved to itself, in Developer's sole discretion without any joinder or consent of any other party, the right to amend the Declaration for the purpose of correcting any error, ambiguity, or inconsistency appearing therein or any reason whatsoever deemed necessary for the benefit of the overall development of the property as determined by Developer in his sole discretion. Developer determines that the following amendment to the

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SV

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Declaration is necessary for the benefit of the overall development of the property.

AMENDMENT NO. 1

Restriction No. 6 of the Declaration shall be deleted and in substitution for the deleted provision, the following shall become and is enforceable as Restriction No. 6:

A single family dwelling shall not be erected on any tract nearer than fifty feet (50') from the front, rear or side property line. Other buildings erected on a tract shall not be nearer than fifty feet (50') from any property line.

Notwithstanding the foregoing setback requirements, in the event an owner shall own title to two or more tracts which have a common boundary line, the building setback restriction provided herein shall not apply to the common boundary line of the abutting and adjoining tracts. Solely for purposes of determination of building setbacks, the tracts having a common and adjoining boundary line shall be treated as if they constitute a single tract of land and there shall be no building setback as to the common boundary line so long as the tracts which share a common boundary line are owned by the same person.

The amendments herein shall be effective from and after the date that they are duly filed in the Official Public Records - Real Property of Gillespie County, Texas.

The amendments herein and restrictions created thereby shall be burdens running with the land and be enforceable by and against the undersigned, their heirs, successors and assigns, and all other owners of property in the Scenic Vista Estates Subdivision.

In all other respects, the provisions of the Declaration of Covenants, Conditions and Restrictions of Scenic Vista Estates Subdivision as amended shall continue in full force and effect as written without change.

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EXECUTED this the 21st day of June, 2000.

SCENIC VISTAS, L.P., A Texas
Limited Partnership

BY: WESTVEST PARTNERS, LLC, a
Texas Limited Liability Company,
its General Partner

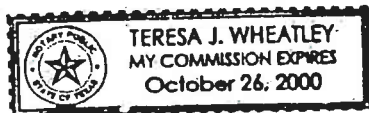
BY: Kenneth A. Barfield
KENNETH A. BARFIELD,
Manager

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on this the
21st day of June, 2000, by KENNETH A. BARFIELD, Manager
of WESTVEST PARTNERS, LLC, a Texas Limited Liability Company,
General Partner of SCENIC VISTAS, L.P., a Texas Limited
Partnership, on behalf of said partnership.

Teresa J. Wheatley
Notary Public, State of Texas



TITLE PAGE

Filed 27th day of June A.D. 2000 at 2:02 o'clock P.M.
and recorded 28th day of June A.D. 2000 at 9:25 o'clock A.M.
in Volume 398, pages 382-384, Official Public Records.

DEBBIE WAHL, Clerk County Court, Gillespie County, Texas

Filed by Collaen Retton Deputy
Collaen Retton

SCENIC VISTAS, L.P., A
TEXAS LIMITED PARTNERSHIP

TO

THE PUBLIC

SECOND AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF SCENIC VISTA
ESTATES SUBDIVISION

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE §

WHEREAS, the Scenic Vistas Estate Subdivision (herein "Subdivision") is described in the map or plat of said subdivision as recorded in Volume 2, Page 183, of the Plat Records of Gillespie County, Texas; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Scenic Vista Estates Subdivision (herein "Declaration"), is recorded at Volume 390, Pages 898-902, of the Official Public Records of Gillespie County, Texas; and

WHEREAS, the First Amendment of Declaration of Covenants, Conditions and Restrictions of Scenic Vista Estates Subdivision (hereinafter "Amendment") is recorded at Volume 398, Pages 382-384, of the Official Public Records of Gillespie County, Texas; and

WHEREAS, SCENIC VISTAS, L.P., a Texas Limited Partnership is the Declarant; and

WHEREAS, pursuant to ARTICLE XXVII, AMENDMENT, of the Declarations, Declarant has reserved to itself, in Declarant's sole discretion without any joinder or consent of any other party, the right to amend the Declaration for the purpose of correcting any error, ambiguity, or inconsistency appearing herein or any reason whatsoever deemed necessary for the benefit of the overall development. Declarant determines that the Amendments contained herein,

are necessary to correct errors, ambiguities, or inconsistencies or for the benefit of the overall development of the subdivision;

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions of Scenic Vista Estates Subdivision are amended as follows:

AMENDMENT NO. 1

Developer amends paragraph 1. of DEFINITIONS, which paragraph 1. of DEFINITIONS as amended shall be as follows:

1. "Parcel" or "tract" shall mean each lot, tract, parcel and portion of the property as shown, described and established by the plat thereof. An owner of one or more parcels or tracts which parcels or tracts have one or more common boundary lines may elect to treat the multiple tracts as a single tract for purposes of construction, compliance and enforcement of the Declaration. As an example, the owner of Tracts 24, 25 and 26, having common boundary lines, may elect to treat such properties as a single tract. Such election shall be revocable, and when revoked, each tract shall individually be subject to and bound by the Declaration.

The amendments herein shall be effective from and after the date that they are duly filed in the Official Public Records of Gillespie County, Texas.

The amendments herein and restrictions created thereby shall be burdens running with the land and be enforceable by and against the undersigned, their heirs, successors and assigns, and all other owners of property in the Scenic Vista Estates Subdivision.

In all other respects, the provisions of the Declaration of Covenants, Conditions and Restrictions of Scenic Vista Estates Subdivision as amended shall continue in full force and effect as written without change.

EXECUTED this the 12 day of DECEMBER, 2002.

SCENIC VISTAS, L.P., a Texas
Limited Partnership

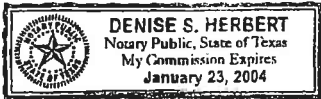
By: WESTVEST PARTNERS, L.L.C.,
A Texas Limited Liability
Company
Its General Partner

BY: Todd B. Wehner
Printed
Name: TODD B. WEHNER
Title: Manager

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 12th day of December, 2002, by Todd B. wehner, Manager of WESTVEST PARTNERS, L.L.C., a Texas Limited Liability Company, as General Partner of SCENIC VISTAS, L.P., a Texas Limited Partnership, on behalf of said entity.



Denise S. Herbert
Notary Public, State of Texas

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FILED FOR RECORD
AT 3:00 O'CLOCK P.M.

B/S

DEC 16 2002

DEBBIE WAHL
CLERK COUNTY COURT
GILLESPIE COUNTY, TEXAS
BY Felicia Cornehl Deputy

THE STATE OF TEXAS } I, DEBBIE WAHL, Clerk of
County of Gillespie } the County Court of said County,

do hereby certify that the foregoing instrument of writing with
its certificate of authentication was filed for record on date
stamped hereon and duly recorded this 17th day of
December 02 A.D. 20 02, at 2:40 o'clock a M., in the
Official Public records of said County, in Volume
484, on Pages 863-866.

Witness my hand and seal of the County Court of said
County, at office in Fredericksburg, Texas, the day and
year last above written.

DEBBIE WAHL
Clerk, County Court, Gillespie County, Texas
BY Felicia Cornehl Deputy
Felicia Cornehl