

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VISTA RIDGE**

MHI - Courtesy - JF

Document reference. Reference is hereby made to that certain Master Declaration of Covenants, Conditions and Restrictions filed as Document No. 2002012873; the Supplemental Declaration filed of record in Document No. 2013005393; the Amendment to Declaration filed of record in document no. 2008035850, and the Amendment to Declaration filed of record in document No. 2013088006, all of the Official Public Records of Williamson County, Texas (together with all other amendments or supplements, the "Declaration").

WHEREAS MHI Partnership, Ltd. And 2012 Vista Ridge LLC are co-Declarants (together, "Declarant") under the Declaration, by virtue of an instrument filed of record in document no. 2013087684 of the Official Public Records of Williamson County, Texas, and whereas Section 2.2(A) of the Declaration provides that Declarant may bring additional property within the scheme of the Declaration (i.e. annex additional property to be subject to the Declaration); and

WHEREAS Carneros Ranch, LLC is the owner ("Owner") of all property described in Exhibit A attached hereto (the "Property"), and desires to annex such land into the scheme of Development of the Declaration and hereby agrees that the terms and conditions of the Declaration shall be applicable to the Property; and


WHEREAS Declarant desires to annex the Property into the scheme of Development and hereby does so by recording this Supplemental Declaration, the Property is hereby annexed into the scheme of the Development and made subject to the Declaration.

The Property shall be held, transferred, sold and conveyed subject to the Declaration, and this Supplemental Declaration and the Declaration shall be covenants running with the Property and shall be binding upon Declarant, Owner, and their successors and assigns, and all subsequent owners of any portion of the Property, and property owners by acceptance of their deeds, for themselves, their heirs, executors and assigns, covenant and agree to abide by the terms and conditions of the Declaration, including this Supplemental Declaration.

This instrument shall be effective upon the date of recordation in the Williamson County Official Public Records.

MHI PARTNERSHIP, LTD.
A Texas limited partnership

By: McGuyer Homebuilders, Inc., a Texas corporation,
Its General Partner

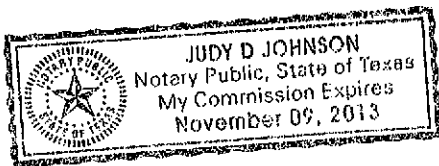

Printed name: DAVID BRUNING
Title: VICE PRESIDENT

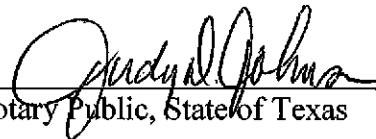
Acknowledgement

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was executed before me on the 12th day of September, 2013, by David Bruning in the capacity stated above.




Notary Public, State of Texas

2012 Vista Ridge LLC

By: _____

Signature: *David Bruning*

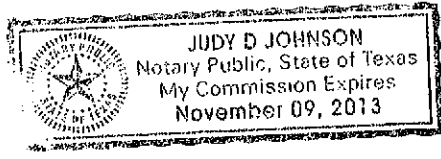
Printed name: _____ **DAVID BRUNING**

Date: 9/12/13 **VICE PRESIDENT**

Title: _____

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 12th day of September, 2013, by David Bruning in the capacity stated above on behalf of 2012 Vista Ridge LLC.



Judy D. Johnson
Notary Public, State of Texas



Landesign Services, Inc.

555 Round Rock West Drive
Bldg. D, Suite 170
Round Rock, Texas 78681
Firm Registration No. 10001800
512-238-7901 office
512-238-7902 fax

EXHIBIT "A "

METES AND BOUNDS DESCRIPTION

BEING 27.94 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE MOSES S. HORNSBY SURVEY, ABSTRACT NO. 292 IN WILLIAMSON COUNTY, TEXAS AND BEING A PART OF A 115.903 ACRE TRACT DESCRIBED IN DEED TO 2012 CARNEROS RANCH, L.L.C., RECORDED IN DOCUMENT NUMBER 2013037932 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 1/2" iron rod on the north line of said 115.903 acre tract, the southwest corner of a called 17.00 acre tract described in deed to Louis Avery recorded in Volume 2536, Page 467 of the Deed Records of Williamson County, Texas (D.R.W.C.T.) and the southeast corner of a called 15.600 acre tract described in deed to Heriberto Sanchez recorded in Document Number 2005002021 of the O.P.R.W.C.T.;

THENCE North 68°59'17" East a distance of 207.40 feet with the north line of said 115.903 acre tract and the south line of said 17.00 acre tract to a found iron rod with plastic cap stamped "TERRA FIRMA" at northeast corner of said 115.903 acre tract and the northwest corner of the remainder of a called 152.80 acre tract described in deed to Emmet J. Hawkes and wife Sally Hawkes recorded in Volume 2255, Page 253 of the D.R.W.C.T.;

THENCE with the east line of said 115.903 acre tract and the west line of the remainder of said 152.80 acre tract the following five (5) courses:

1. South 22°00'51" East a distance of 276.95 feet to a found iron rod with plastic cap stamped "TERRA FIRMA";
2. Along a curve to the left, having a radius of 180.00 feet, a delta angle of 87°46'17", a length of 275.74 feet and a chord which bears South 21°52'16" West a distance of 249.56 feet to a found iron rod with plastic cap stamped "TERRA FIRMA";
3. South 22°00'52" East a distance of 76.00 feet to a found iron rod with plastic cap stamped "TERRA FIRMA";
4. Along a curve to the left, having a radius of 180.00 feet, a delta angle of 87°31'28", a length of 274.97 feet and a chord which bears South 65°46'39" East a distance of 249.00 feet to a found iron rod with plastic cap stamped "TERRA FIRMA";

5. South $22^{\circ}11'12''$ East a distance of 256.03 feet to a $5/8''$ iron rod with cap marked "LANDESIGN" set at the southeast corner of said 115.903 acre tract, the southwest corner of the remainder of said 152.80 acre tract and the north line of a called 17 acre tract described as Second Tract in deed to Max Rosenbuch and wife, Annie Rosenbuch recorded in Volume 298, Page 521 of the D.R.W.C.T. from which a found iron rod with plastic cap stamped "TERRA FIRMA" bears South $04^{\circ}54'18''$ East 1.17 feet;

THENCE with the south line of said 115.903 acre tract and the north line of said 17 acre tract the following two (2) courses:

1. South $68^{\circ}23'04''$ West a distance of 1262.51 feet to a found $1/2''$ iron rod;
2. South $68^{\circ}08'51''$ West a distance of 200.69 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set from which a found $1/2''$ iron rod bears South $68^{\circ}08'51''$ West a distance of 226.18 feet;

THENCE crossing through said 115.903 acre tract the following twenty-one (21) courses:

1. North $21^{\circ}36'58''$ West a distance of 118.82 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;
2. Along a curve to the left, having a radius of 15.00 feet, a delta angle of $22^{\circ}17'42''$, a length of 5.84 feet and a chord which bears South $27^{\circ}30'41''$ West a distance of 5.80 feet to a $1/2''$ rebar with plastic cap marked "LANDESIGN";
3. Along a curve to the right, having a radius of 50.00 feet, a delta angle of $96^{\circ}51'46''$, a length of 84.53 feet and a chord which bears South $64^{\circ}47'43''$ West a distance of 74.82 feet to a $1/2''$ rebar with plastic cap marked "LANDESIGN";
4. South $60^{\circ}46'16''$ West a distance of 136.79 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;
5. North $20^{\circ}43'26''$ West a distance of 80.01 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;
6. North $12^{\circ}53'04''$ West a distance of 60.57 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;
7. North $09^{\circ}39'46''$ West a distance of 61.14 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;
8. North $20^{\circ}43'26''$ West a distance of 60.00 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;
9. North $33^{\circ}40'32''$ West a distance of 61.57 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;
10. North $20^{\circ}43'26''$ West a distance of 60.00 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;

2013088453

Electronically Recorded

OFFICIAL PUBLIC RECORDS

Nancy E. Rister

Nancy E. Rister, County Clerk

2013 September 13 10:26 AM

FEE: \$37.00 PGS6

Williamson County Texas

This document is being re-recorded to add the full property description not attached to document recorded under 2013088453

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VISTA RIDGE**

MHI - Courtesy - JK

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WHEREAS Carneros Ranch, LLC is the owner ("Owner") of all property described in Exhibit A attached hereto (the "Property"), and desires to annex such land into the scheme of Development of the Declaration and hereby agrees that the terms and conditions of the Declaration shall be applicable to the Property; and

WHEREAS Declarant desires to annex the Property into the scheme of Development and hereby does so by recording this Supplemental Declaration, the Property is hereby annexed into the scheme of the Development and made subject to the Declaration.

The Property shall be held, transferred, sold and conveyed subject to the Declaration, and this Supplemental Declaration and the Declaration shall be covenants running with the Property and shall be binding upon Declarant, Owner, and their successors and assigns, and all subsequent owners of any portion of the Property, and property owners by acceptance of their deeds, for themselves, their heirs, executors and assigns, covenant and agree to abide by the terms and conditions of the Declaration, including this Supplemental Declaration.

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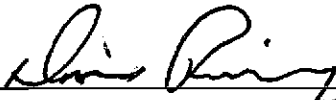
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MHI PARTNERSHIP, LTD.

A Texas limited partnership

By: McGuyer Homebuilders, Inc., a Texas corporation,
Its General Partner

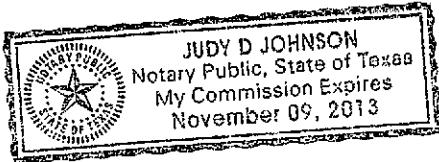

Printed name: DAVID BRUNING
Title: VICE PRESIDENT

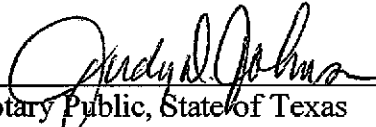
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COUNTY OF WILLIAMSON §

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Notary Public, State of Texas

2012 Vista Ridge LLC

By: _____

Signature: *David Bruning*

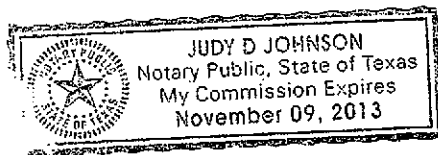
Printed name: **DAVID BRUNING**

Date: 9/12/13 **VICE PRESIDENT**

Title: _____

STATE OF TEXAS
COUNTY OF WILLIAMSON

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Judy D. Johnson
Notary Public, State of Texas



Landesign Services, Inc.

555 Round Rock West Drive
Bldg. D, Suite 170
Round Rock, Texas 78681
Firm Registration No. 10001800
512-238-7901 office
512-238-7902 fax

EXHIBIT " A "

METES AND BOUNDS DESCRIPTION

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2. Along a curve to the left, having a radius of 180.00 feet, a delta angle of 87°46'17", a length of 275.74 feet and a chord which bears South 21°52'16" West a distance of 249.56 feet to a found iron rod with plastic cap stamped "TERRA FIRMA";
3. South 22°00'52" East a distance of 76.00 feet to a found iron rod with plastic cap stamped "TERRA FIRMA";
4. Along a curve to the left, having a radius of 180.00 feet, a delta angle of 87°31'28", a length of 274.97 feet and a chord which bears South 65°46'39" East a distance of 249.00 feet to a found iron rod with plastic cap stamped "TERRA FIRMA";

5. South $22^{\circ}11'12''$ East a distance of 256.03 feet to a $5/8''$ iron rod with cap marked "LANDESIGN" set at the southeast corner of said 115.903 acre tract, the southwest corner of the remainder of said 152.80 acre tract and the north line of a called 17 acre tract described as Second Tract in deed to Max Rosenbuch and wife, Annie Rosenbuch recorded in Volume 298, Page 521 of the D.R.W.C.T. from which a found iron rod with plastic cap stamped "TERRA FIRMA" bears South $04^{\circ}54'18''$ East 1.17 feet;

THENCE with the south line of said 115.903 acre tract and the north line of said 17 acre tract the following two (2) courses:

1. South $68^{\circ}23'04''$ West a distance of 1262.51 feet to a found $1/2''$ iron rod;
2. South $68^{\circ}08'51''$ West a distance of 200.69 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set from which a found $1/2''$ iron rod bears South $68^{\circ}08'51''$ West a distance of 226.18 feet;

THENCE crossing through said 115.903 acre tract the following twenty-one (21) courses:

1. North $21^{\circ}36'58''$ West a distance of 118.82 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;
2. Along a curve to the left, having a radius of 15.00 feet, a delta angle of $22^{\circ}17'42''$, a length of 5.84 feet and a chord which bears South $27^{\circ}30'41''$ West a distance of 5.80 feet to a $1/2''$ rebar with plastic cap marked "LANDESIGN";
3. Along a curve to the right, having a radius of 50.00 feet, a delta angle of $96^{\circ}51'46''$, a length of 84.53 feet and a chord which bears South $64^{\circ}47'43''$ West a distance of 74.82 feet to a $1/2''$ rebar with plastic cap marked "LANDESIGN";
4. South $60^{\circ}46'16''$ West a distance of 136.79 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;
5. North $20^{\circ}43'26''$ West a distance of 80.01 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;
6. North $12^{\circ}53'04''$ West a distance of 60.57 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;
7. North $09^{\circ}39'46''$ West a distance of 61.14 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;
8. North $20^{\circ}43'26''$ West a distance of 60.00 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;
9. North $33^{\circ}40'32''$ West a distance of 61.57 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;
10. North $20^{\circ}43'26''$ West a distance of 60.00 feet to a $1/2''$ iron rod with cap marked "LANDESIGN" set;

11. North 69°16'34" East a distance of 123.36 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
12. Along a curve to the right, having a radius of 50.00 feet, a delta angle of 90°50'47", a length of 79.28 feet and a chord which bears North 60°43'21" East a distance of 71.23 feet to a 1/2" rebar with plastic cap marked "LANDESIGN";
13. North 20°43'26" West a distance of 104.96 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
14. North 69°16'34" East a distance of 246.02 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
15. North 29°47'45" East a distance of 56.47 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
16. North 38°32'34" East a distance of 60.26 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
17. North 43°52'14" East a distance of 120.00 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
18. North 42°19'45" East a distance of 60.02 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
19. North 43°44'27" East a distance of 58.66 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
20. North 36°06'38" East a distance of 58.43 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
21. North 24°27'58" East a distance of 290.79 feet to a 1/2" iron rod with cap marked "LANDESIGN" set in the north line of said 115.903 acre tract and the south line of Lot 41, Block A, Westwood, Section Two a subdivision of record in Document Number 200101848 of the O.P.R.W.C.T.

THENCE North 69°24'36" East a distance of 438.41 feet with the north line of said 115.903 acre tract, the south line of said Lot 41, and the south line of said 15.600 acre tract to the **POINT OF BEGINNING**.

This parcel contains 27.94 acres of land, more or less, out of the Moses S. Hornsby Survey, Abstract No. 292 in Williamson County, Texas. All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 Datum.

I certify that the survey was performed on the ground under my supervision.

David R. Hartman 9/11/13

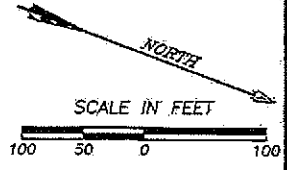
 David R. Hartman Date
 Registered Professional Land Surveyor
 State of Texas No. 5264



LEGEND

- 1/2" IRON REBAR FOUND (unless noted otherwise)
- 1/2" IRON REBAR W/ORANGE PLASTIC CAP STAMPED "LANDESIGN" SET
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

GRASSLAND DRIVE



WESTWOOD SEC. 4
DOC 2001059859
O.P.R.W.C.T.

DEERCREEK LANE

WESTWOOD SEC. 2
LOT 41, BLOCK A
DOC 2001018438
O.P.R.W.C.T.

HERIBERTO SANCHEZ
15.60 AC
DOC 2005002021
O.P.R.W.C.T.

LOUIS AVERY
17.00 AC
VOL. 2536; PG. 467
D.R.W.C.T.

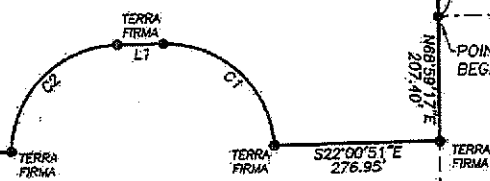
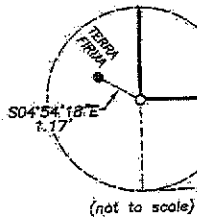
MOSES S. HORNSBY SURVEY
ABSTRACT NO. 292

27.94 ACRES

MAX ROSENBUCH AND
ANNIE ROSENBUCH
SECOND TRACT (17 AC)
VOL. 298, PG. 521
D.R.W.C.T.

2012 CARNEROS RANCH, LLC
(115.903 AC)
DOC NO. 2015037932
O.P.R.W.C.T.

EMMET J. HAWKES AND
SALLY HAWKES
REMAINDER OF 152.80 AC
2255/253
D.R.W.C.T.



NUMBER	DeRc	Radius	Length	Chord Bearing	Chord Length
C1	87°46'17"	180.00	275.74	S21°52'16"W	249.56
C2	87°31'28"	180.00	274.97	S65°46'39"E	249.00
C3	22°17'42"	15.00	5.84	S27°30'41"W	5.80
C4	98°51'48"	50.00	84.53	S64°47'43"W	74.82
C5	90°50'47"	50.00	79.28	N60°43'21"E	71.23

NUMBER	DIRECTION	DISTANCE
L1	S22°00'52"E	76.00'
L2	N21°36'58"W	118.82'
L3	S60°46'16"W	136.79'
L4	N20°43'26"W	80.01'
L5	N12°53'04"W	80.57'
L6	N09°39'46"W	61.14'
L7	N20°43'26"W	60.00'
L8	N33°40'32"W	61.57'
L9	N20°43'26"W	60.00'
L10	N69°16'34"E	125.36'
L11	N20°43'26"W	104.96'
L12	N29°47'49"E	56.47'
L13	N38°32'34"E	60.26'
L14	N43°52'14"E	120.00'
L15	N42°19'45"E	60.02'
L16	N43°44'27"E	58.66'
L17	N36°06'38"E	58.43'

BEARING BASIS: ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD88

HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND ON THE PROPERTY SHOWN HEREON DURING AUGUST 2012 UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

David R. Hartman 9/11/13
DAVID R. HARTMAN DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5264



BAGDAD ROAD

JOB NUMBER: 191-12-3
DRAWING NAME: 1910202.DWG
PROJECT NAME: CARNEROS
DATE: 09/11/2013 | SCALE: 1"=200'
DRAWING FILE PATH: L:\CFS\CIVIL\CARNEROS.DWG
FIELDNOTE FILE PATH: L:\CFS\CIVIL\CARNEROS\PHOTOS\1910202.00C
RPLS: JB TECH: HAS PARTYCHIEF:
SHEET 1 of 1 | FIELDBOOKS:

BOUNDARY SURVEY OF A 27.94
ACRE TRACT OF LAND OUT A
CALLED 134.367 ACRE TRACT OF
RECORD IN DOC. NO. 2002016690
OF THE OFFICIAL PUBLIC
RECORDS OF WILLIAMSON
COUNTY, TEXAS



LANDESIGN SERVICES, INC.
512-218-7001
555 ROUND ROCK WEST DR.,
BUILDING D, SUITE 170
ROUND ROCK, TEXAS 78681
FIRM REGISTRATION NO. 10001800

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Fileserver:CLIENTS:LeanderVistaRidge:SupplementalDec19-13.doc

2013088727

Electronically Recorded

OFFICIAL PUBLIC RECORDS

Nancy E. Rister

Nancy E. Rister, County Clerk

2013 September 13 04:05 PM

FEE: \$53.00 PGS9

Williamson County Texas

**VISTA RIDGE, PHASE TWO (B)
SUPPLEMENTAL DECLARATION OF RESTRICTIONS, COVENANTS and
CONDITIONS**

15/11/14 M H

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§
§

KNOW ALL MEN BY THESE PRESENTS

This Supplemental Declaration of Restrictions, Covenants and Conditions ("Supplemental Declaration") is made this the 13th day of January, 2014, by MHI Partnership, Ltd., a Texas Limited Partnership, of the County of Harris, State of Texas (hereinafter referred to as "Declarant"), and 2012 Vista Ridge LLC, a Texas limited liability company (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the property described as VISTA RIDGE, PHASE TWO (B), a subdivision, in Williamson County, Texas, according to the map or plat thereof recorded in Document No. 2014002031 of the Official Public Records of Williamson County, Texas (hereinafter referred to as the "Property" and/or the "Subdivision"). Declarant and Developer desire to encumber the Property with the covenants, conditions, restrictions, reservations and charges hereinafter set forth, which shall inure to the benefit and pass with the property comprising the subdivision, and each and every parcel or resubdivision thereof, and shall apply to and shall bind all future owners of any portion thereof;

WHEREAS, ARTICLE II, Section 1 of the Vista Ridge Master Declaration of Covenants, Conditions and Restrictions recorded under Document No. 2002012873, Property Records, Williamson County, Texas (the "Master Declaration") gives Declarant the right to incorporate within the scheme of the Master Declaration additional phases of development so long as such properties are within the area described on Exhibit "A" attached thereto; and

WHEREAS, the Property is a part of the 111.694 acre tract of land described in Exhibit "A" attached to the Master Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold and conveyed subject to the Master Declaration; and

FURTHER, Declarant and Developer hereby declare that all of the Property be held, transferred, sold and conveyed subject to the following covenants, conditions, restrictions, reservations and charges, hereby specifying and agreeing that this Supplemental Declaration and the provisions hereof shall be and do constitute covenants running with the land and shall be binding upon the Declarant, Developer, their successors and assigns, and all subsequent owners of any portion of the Property, and the owners, by acceptance of their deeds, for themselves, their heirs, executors and assigns, covenant and agree to abide by the terms and conditions of the Master Declaration and this Supplemental Declaration.

I.

PROPERTY SUBJECT TO THE SUPPLEMENTAL DECLARATION

The Property which is and shall be held, transferred, sold and conveyed subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth is described as follows:

VISTA RIDGE, PHASE TWO (B), a subdivision in Williamson County, Texas, according to the map or plat of record in Cabinet ___, Slides ___ and ___, Plat Records of: Williamson County, Texas as the same may be replatted by Developer.

II.

**COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, EASEMENTS AND CHARGES:**

The Property is encumbered by the covenants, conditions, restrictions, reservations, easements and charges hereinafter set forth to insure the best and highest use and the most appropriate development and improvements of each lot for residential purposes within said Subdivisions; to protect owners of lots against improper use of surrounding lots; to preserve so far as practicable, the natural beauty of said Property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate location; to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper setbacks from streets and adequate free space; and in general to provide for development of the highest quality to enhance the value of investments made by owners.

A. Land Use and Building Types. Pursuant to the Composite Zoning Ordinance, the Subdivision is zoned Residential, Single Family Limited (SFL). All construction of dwelling units in the Subdivision is subject to the zoning ordinance.

- (1) No lots shall be used except for residential purposes. On each residential lot no building shall be erected, altered, placed or permitted other than a detached, single family dwelling not to exceed thirty five (35) feet in height and shall not exceed two (2) stories.
- (2) No building shall remain uncompleted for more than one (1) year after construction has been commenced.
- (3) The minimum front yard setback for any Lot shall be as set forth on the recorded plat of the Subdivision.
- (4) The minimum street side yard setback for any corner Lot shall be as indicated in the City of Leander Composite Zoning Ordinance.
- (5) The minimum side setback for each Lot shall be five (5) feet pursuant to the City of Leander Composite Zoning Ordinance.
- (6) The minimum rear yard setback shall be ten (10) feet pursuant to the City of Leander Composite Zoning Ordinance.

- (7) Four (4) off-street parking spaces, two of which shall be covered in a garage, shall be required for each dwelling/unit. No carports are permitted.
- (8) Public utility easements may be established along the rear, front or side lot lines.
- (9) The maintenance of all public utility and access easements shall be the responsibility of the abutting property owners.

B. Dwelling Size.

- (1) **Single Family Dwelling.** The minimum square footage area of any single family residence erected on the Lots shall not be less than 1,200 square feet of living area, exclusive of porches, garages and other living areas not climate controlled.

C. Masonry. The minimum masonry requirements shall be as set forth in the Design Guidelines as adopted by the Architectural Review Committee.

D. Fences. All fences shall be constructed as set forth in the Design Guidelines as adopted by the Architectural Review Committee.

E. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property within the Subdivisions except that each lot owner may: keep no more than two (2) dogs, two (2) cats, or two (2) other household pets, provided they are not kept, bred or maintained for any commercial purposes. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance, and no domestic pets will be allowed on any property within the Subdivisions other than on the lot of its owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration within the Subdivisions, and no kennels or breeding operation shall be allowed. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse insects and wastes at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Review Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Subdivisions.

F. Garbage and Refuse. No garbage or refuse of any kind shall be placed or permitted to accumulate on any property within the Subdivisions and no odor shall be permitted to arise therefrom so as to render any property within the Subdivisions unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within a closed structure or structures or appropriately screened from view. Each lot owner shall contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity. No racing vehicle or vehicle without a current license tag shall be permitted to remain on any lot or to be parked on any street in the Subdivisions.

G. Landscaping. All landscaping improvements to each Lot shall be as set forth in the Design Guidelines as adopted by the Architectural Review Committee.

III.
SIDEWALKS

The Owner of each Lot shall construct, at his cost and expense and prior to his occupancy of the dwelling, four (4') foot sidewalks and handicap ramps, if any are required (i) by the City of Leander, or (ii) by any other political subdivision in the State of Texas in which the lot is located, or (iii) by the recorded subdivision plat, if they are not then currently in place. Sidewalk/driveway construction shall meet ADA requirements.

IV.
TERM

The covenants run with the land and shall be binding on all persons claiming under them until January 1, 2020 ("Initial Term"), at which time said covenants shall be automatically extended for successive periods of ten (10) years each ("Renewal Term") unless sixty-seven percent (67%) of the then-owners of the lots encumbered by this Supplemental Declaration agree in writing to change this Supplemental Declaration in whole or in part.

Any such instrument of amendment or termination must be executed and acknowledged by sixty-seven percent (67%) of the then-owners of the lots encumbered by this Supplemental Declaration and filed of record in the Real Property Records of Williamson County, Texas. The instrument of amendment shall be effective to amend this Supplemental Declaration when such instrument is filed of record. The instrument of termination shall be effective to terminate the Supplemental Declaration at the expiration of the Initial Term, if such instrument is filed of record during the Initial Term hereof; or if such instrument is filed of record during any Renewal Term, this Supplemental Declaration shall be terminated at the end of such Renewal Term. Notwithstanding anything contained herein to the contrary, Declarant and Developer, their successors or assigns, may amend these covenants at any time, or from time to-time, in order to correct any typographical errors or other errors or omissions which, in the discretion of Declarant and Developer, their successors or assigns, may require amendment in order to properly reflect the intent hereof. Such amendments to correct typographical errors or other errors or omissions shall be effective on the date that such Amendment is filed of record in the Real Property Records of Williamson County, Texas, executed by Declarant, Developer, their successors or assigns.

V.
EXTERIOR
MAINTENANCE

In the event the owner of any lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Vista Ridge Homeowner's Association, Inc. (the "Association") shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and exteriors of the buildings and any other improvements erected thereon, all at the expense of the owner.

VI.
ENFORCEMENT

If the owner of any lot or his heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the covenants set forth in this Supplemental

Declaration, it shall be lawful for any person or persons owning any lot encumbered by this Supplemental Declaration or Declarant, or its successor entity, to prosecute any proceedings against the person or persons violating or attempting to violate any such covenants.

The failure of the owner or tenant to perform his obligations hereunder would result in irreparable damage to the Declarant and other owners of lots in the Subdivisions, thus the breach of any provisions of this Supplemental Declaration may not only give rise to an action for damages at law, but also may be enjoined by an, action for specific-performance in equity in any court of competent jurisdiction. Such action may be brought against any person, firm or corporation violating or attempting to violate any of these covenants, either before such violation occurs or within a reasonable time thereafter, for an appropriate order or injunction or either a restraining or mandatory nature or both and of either a temporary or permanent nature or both, including, but not limited to, one restraining construction of any improvements commenced, or about to be commenced, without the prior written approval of the Architectural Review-Committee or for the removal of any improvement constructed without the prior written approval of the Architectural Review Committee. In the event enforcement actions are instituted and the party bringing such action is successful in obtaining any relief, then in addition to the remedies specified above, the party or parties against whom such relief was granted shall pay to the enforcing party costs and reasonable attorney's fees in such amount as the court may determine. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

VII.
SEVERANCE

In the event any of the foregoing covenants, conditions, restrictions, reservations, easements or charges is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, restrictions, reservations or charges. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

VIII.
NUMBER AND GENDER

The singular shall be treated as the plural and vice versa, if such treatment is necessary to interpret this Supplemental Declaration. Likewise, if either the feminine, masculine or neuter gender should be any of the other genders, it shall be so treated.

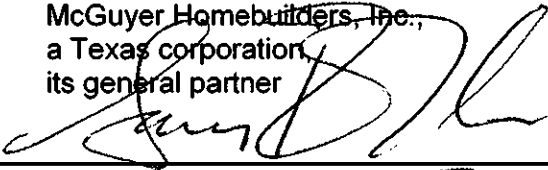
IN WITNESSED WHEREOF, the undersigned has executed this Supplemental Declaration effective as of the date first set forth above.

EXECUTED this 15 day of January 2014.

DECLARANT

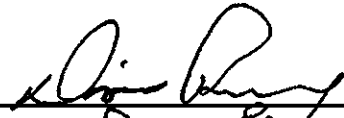

MHI Partnership, Ltd.,
a Texas limited partnership

By: McGuyer Homebuilders, Inc.,
a Texas corporation,
its general partner

By: 
Name: GARY R. TESCH
Title: PRESIDENT

DEVELOPER

2012 Vista Ridge LLC,
a Texas limited liability company

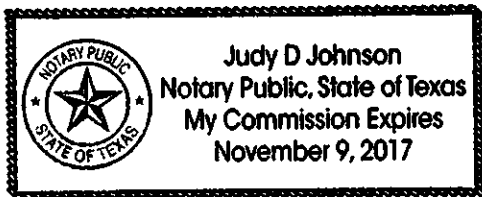
By: 
By: 
Name: DAVID BRUNNE
Title: VICE PRESIDENT

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 15th day of January, 2014, by Gary R. Tusch, President of McGuyer Homebuilders, Inc., a Texas corporation and general partner of MHI Partnership, Ltd., a Texas limited partnership, on behalf of said company and partnership.



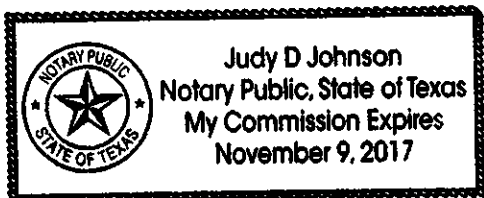
Judy D. Johnson
Notary Public in and for
the State of Texas

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 15th day of January, 2014, by David Bruning, Vice President of 2012 Vista Ridge LLC., a Texas limited liability company, on behalf of said company and partnership.



Judy D. Johnson
Notary Public in and for
the State of Texas

2014003514

Electronically Recorded

OFFICIAL PUBLIC RECORDS

Nancy E. Rister

Nancy E. Rister, County Clerk

2014 January 16 03:07 PM

FEE: \$45.00 PGS7

Williamson County Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**NOTICE OF REPEAL OF DEDICATORY INSTRUMENTS
FOR
VISTA RIDGE**

Document reference. Reference is hereby made to that certain Master Declaration of Covenants, Conditions and Restrictions filed as Document No. 2002012873; the Supplemental Declaration filed of record in Document No. 2013005393; and the Amendment to Declaration filed of record in document No. 2008035850, all of the Official Public Records of Williamson County, Texas (together with all other amendments or supplements, the **“Declaration”**).

Reference is further made to the Amendment to Master Declaration (annexing additional property) filed of record in Document No. 2013088006, and the Supplemental Declaration filed of record in document no. 2013088727 (which replaced the document filed in document no. 2013088453), all of the Official Public records of Williamson County, Texas (all together, the **“2013 Amendment and Annexation Documents”**).

WHEREAS MHI Partnership, Ltd. and 2012 Vista Ridge LLC are co-Declarants (together, **“Declarant”**) under the Declaration, by virtue of an instrument filed of record in document no. 2013087684 of the Official Public Records of Williamson County, Texas; and

WHEREAS at the time of filing of the 2013 Amendment and Annexation Documents it was believed that the Declarant held a majority of votes in the Master Association, but since such filing it has been discovered that it did not;

THEREFORE, the 2013 Amendment and Annexation Documents are hereby REPEALED and rendered void ab initio.

MHI PARTNERSHIP, LTD.

A Texas limited partnership

By: McGuyer Homebuilders, Inc., a Texas corporation,
Its General Partner



Printed name: William D. McKinnie IV

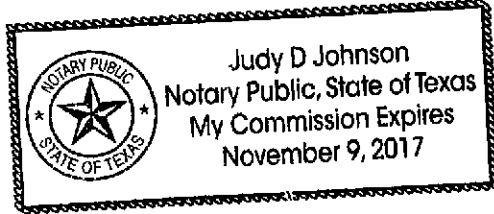
Title: Secretary & General Counsel

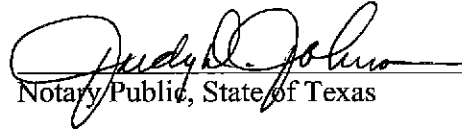
Acknowledgement

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was executed before me on the 11th day of March, 2015, by William D. McKinnie IV in the capacity stated above.




Notary Public, State of Texas

2012 Vista Ridge LLC

By: _____

Signature: *David Bruniz*

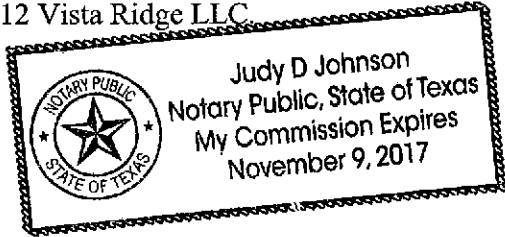
Printed name: DAVID BRUNIZ

Date: 3/13/15

Title: VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on the 13 day of March, 2015, by David Bruniz in the capacity stated above on behalf of 2012 Vista Ridge LLC



Judy D Johnson
Notary Public, State of Texas

After recording, please return to:
Nicmann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Fileserver:CLIENTS:LeanderVistaRidge:DeclAmcndRepcalingAnnex3-15.doc

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OFFICIAL PUBLIC RECORDS

Nancy E. Rister

Nancy E. Rister, County Clerk
3/16/2015 11:52 AM

Pages: 3 Fee: \$29.00
Williamson County Texas

**RESOLUTION ADOPTING BASKETBALL GOAL RULES
FOR
Leander Vista Ridge Homeowners (the "Association")**

WHEREAS, the Bylaws of Leander Vista Ridge Homeowner's Association, Inc. grants the Association the power necessary to manage the Association's affairs; and

WHEREAS, at the meeting of the Architectural Review Committee of the Association, held on May 24, 2019, the following resolution was adopted by vote of the Board at a meeting at which a quorum of the Directors was present and for which proper and timely notice was given to all Directors:

BE IT RESOLVED, that the following shall be the Association's policy:

No basketball goals shall be erected or installed without prior written approval of the ARC. Any approval will be granted upon the execution by the Owner of the Lot seeking approval of a basketball agreement in a form substantially similar to that attached hereto as Exhibit "A" and made a part hereof. If the ARC rejects any application, it shall give a written or emailed explanation of the reason for the rejection.

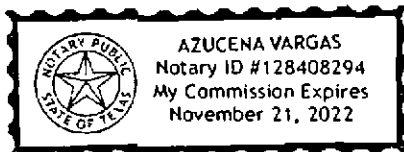
This resolution was passed by a vote of the Architectural Review Committee of the Association on the date set forth below to be effective August 01, 2019.

Executed this the 27th day of June, 2019.

By: [Signature]
Name: Timothy Lehner
Title: Vista Ridge NOA President, Director

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 27 day of June, 2019, by Timothy S. Lehner of and for the Association, for the purposes therein expressed.
Vista Ridge, President
H.O.A.



[Signature]
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Cagle Carpenter Hazlewood
8400 N. Mopac Expressway
Suite 100
Austin, Texas 78759

Exhibit A

VISTA RIDGE HOMEOWNERS' ASSOCIATION

**BASKETBALL GOAL POLICY AND
OWNER AGREEMENT FORM**

May 2019

Name _____ Address _____

Phone _____ Email _____

The undersigned agrees to install and maintain a basketball goal assembly according to the regulations stated on this form, has read, understands and agrees to the conditions set out in the Indemnification Clause. These regulations shall also apply to portable basketball goal assemblies unless otherwise stated.

Signature _____ Date _____

The definition of a basketball goal is that it consists of all of the components including the pole, mounting hardware, backboard, rim, net, base (if portable), and all other associated hardware.

Basketball goals shall be installed only upon approval of the Architectural Review Committee (ARC). Plans will be submitted to the ARC before the structure is placed on the property. Plans shall include a plot map showing the permanent location of the goal or placement area if the goal is portable. Plans shall also include a picture of the goal or stock photos as well as goal height, distance from the street curb, and distance from the house.

- No Basketball Goal shall be mounted to the house structure.
- If the goal is to be mounted to a permanent pole, all manufacturer specifications for pole and goal installation shall be followed.
- If the basketball goal assembly is portable the base shall be filled according to manufacturer specifications.
- All poles shall be black.
- All instructions, warnings, cautions, safety notices, etc... provided by the manufacturer shall be adhered to by the property owner(s) and those using the basketball goal assembly.

All backboards may include only manufacturer-applied graphics or logos and shall not be painted. Replacement backboards shall be transparent. If the replacement backboard is not transparent it must be approved by the ARC prior to installation.

The rim shall be installed, properly secured, and maintained with a net in good condition at all times. Chain nets are not allowed.

Exhibit A

Basketball goals shall be placed no less than 20ft from the street curb and shall face the driveway. Basketball goals shall be located next to the driveway and on the side furthest from the front entry to the residence unless the ARC determines there are compelling reasons for the basketball goal to be located differently.

No special lighting beyond normal household lighting shall be installed for playing purposes.

As a courtesy to neighbors, playing time shall be confined to the hours between 8:00 AM and 9:00 PM.

The installed basketball goal assembly shall be maintained in a rust free, sound structural condition and neat appearance at all times.

Basketball goals should be installed and maintained in accordance with all City of Leander ordinances.

Upon any violation of these regulations the Vista Ridge Homeowners' Association may, at its discretion, levy fines, repair, or remove said basketball goal assembly. The cost for such repair or removal will be the responsibility of the homeowner. The Vista Ridge Homeowners' Association may use all legal remedies for collection of such costs, including reimbursement or attorney fees and court expenses.

Indemnification Clause:

By the above signature, the property owner (Grantee) understands and agrees to hold the Vista Ridge Homeowners' Association, their board of directors (Grantors), officers, members, employees, agents, representatives, and insurers free and harmless from any warranty or liability of any kind: Whether actual, implied or otherwise: resulting from the installation, maintenance, use of, loss of use, or any claim involving personal injury or death, real property or other damage or any other type of claim resulting from the installation and/or presence of the basketball goal located at the above address which was approved by the Vista Ridge Homeowners' Association.

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

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Pages: 5 Fee: \$33.00
07/31/2019 08:12 AM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

Leander Vista Ridge Homeowners Association, Inc.

At the meeting of the Board of Directors of Leander Vista Ridge Homeowners Association, Inc. (the "Association"), held on, June 01 2019 the following resolution was adopted by vote of the Board at a meeting at which a quorum of the Directors was present and for which proper and timely notice was given to all Directors:

RESOLVED, the Association shall, until such time as it decides otherwise, maintain the masonry and painting/staining of the fences abutting Association members' property along Vista Ridge Drive and on the side facing Vista Ridge Drive. Association members whose property abuts to Vista Ridge Drive shall be responsible for maintenance and replacement of all other constituent materials of the fence bounding the portion of their property adjacent to Vista Ridge Drive, including but not limited to: wooden pickets, runners, and posts, in accordance with the rules and regulations of the Association.

Given financial constraints, the Association shall prioritize re-staining of sections previously stained by the Association with the goal of gradually extending the stained section along the entire length of Vista Ridge Drive contiguous with Association property or that of its members.

The Association shall publicize the policy set forth above and any future changes or clarifications of this policy by electronic means and at the Annual Meeting of the Association.

The Association

By: 

Printed Name: Timothy Lehner

Title: Vista Ridge HOA President, Director

Date: 06-27-2019

TEXAS ORDINARY CERTIFICATE OF ACKNOWLEDGMENT
CIVIL PRACTICE & REMEDIES CODE § 121.007

The State of Texas

County of Williamson

Before me,

Azucena Vargas
*Name and Character of Notarizing Officer,
e.g., "John Smith, Notary Public"*

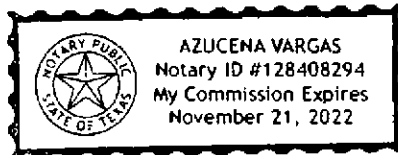
on this day personally appeared
Timothy S. Lehner
Name of Signer

- known to me
- proved to me on the oath of

Name of Credible Witness

proved to me through Texas
Driver License exp. 12/2020
Description of Identity Card or Document

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.



Place Notary Seal and/or Stamp Above

Given under my hand and seal of office this
27 day of June, 2019.
Day Month Year
Azucena Vargas
Signature of Notarizing Officer

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Leander Vista Ridge H.O.A. Inc

Document Date: June 1, 2019 Number of Pages: 1

Signer(s) Other Than Named Above: n/a

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2019069640

Pages: 3 Fee: \$25.00
07/31/2019 08:12 AM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas