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# RESTRICTIONS, RESERVATIONS AND ARCHITECTURAL CONTROL FOR TERRAVISTA, PHASE X

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

THAT LANDMARK RESIDENTIAL DEVELOPMENT, LTD., acting herein by and through its duly authorized officers, hereinafter called "Grantor", being the owner of that tract of land described on the plat referred to below, said property being located in Victoria County, Texas, which has heretofore been platted into that certain subdivision known as TERRAVISTA, PHASE X, hereinafter called "the Subdivision", according to the plat of the Subdivision recorded in Volume 9, Page 163A-163B, of the Map and Plat Records of Victoria County, Texas, reference to said plat and the record thereof being here made for all purposes; desiring to create and carry out a uniform plan for the improvement, development, sale and use of all of the lots in the Subdivision for the benefit of the present and future owners of the lots, DOES HEREBY RATIFY AND CONFIRM THE PLAT OF THE SUBDIVISION AND ADOPT AND ESTABLISH THE FOLLOWING RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND STIPULATIONS APPLICABLE TO AND GOVERNING THE USE, OCCUPANCY AND CONVEYANCE OF THE SUBDIVISION AND LOTS THEREIN:

## I. RESERVATIONS

A. Title to all streets, drives, boulevards, roadways and all easements is hereby expressly reserved and retained by Grantor, subject only to the grants and dedications hereinafter expressly made.

B. Grantor reserves the utility easements and rights of way shown on the recorded plat of the Subdivision for the construction, addition, maintenance and operation of all utility systems now or hereafter deemed necessary by Grantor for all public utility purposes, including systems of electric light and power supply, telephone service, cable television, gas supply, water supply, drainage, and sewer services. Such systems shall also include systems for utilization of services resulting from advances in science and technology.

C. Grantor reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way with respect to such lots which have not been sold by grantor, by instrument recorded in the office of the County Clerk of Victoria County or by express provisions in conveyances.

D. Subject to the foregoing, Grantor hereby DEDICATES TO THE USE OF THE PUBLIC all streets, drives, boulevards and other roadways and all easements shown on the recorded plat of the Subdivision; provided, however, that the use thereof by any utility company is limited to public utility companies having the right of eminent domain and having agreements in writing with Grantor for the proper provision of utility services.

E. Grantor reserves the right to make minor changes in and additions to all easements for the purpose of most efficiently and economically installing utility systems.

F. Neither Grantor nor any utility company using the utility easements shall be liable for any damages done by them or their assigns, their agents, employees or servants, to landscaping, fencing, outbuildings or other property of the owner situated on the land covered by said easements.

G. It is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in the Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under Grantor or its agents or Public utility companies through, along or upon said easements or any part thereof to serve said property or any other portions of the Subdivision. The right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved to grantor.

H. It is further expressly agreed and understood that an underground telephone cable system will be installed in the Subdivision, at rear of each lot.

I. An underground electric distribution system will be installed in the subdivision which underground service shall also embrace all lots in the Subdivision. The owner of each lot in the Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the appropriate Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each tract. The electric company furnishing service shall make the necessary connections at said point of attachment or at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

J. It is further expressly agreed and understood that Grantor, its successors and assigns may use any of the lots in the Subdivision for a sales office, model home(s), signage relating to sales, and parking relating to such sales office and model homes. Any portion of the Subdivision, including streets, drives, boulevards and other roadways, as well as esplanades, may be used for sales offices, sales purposes, guardhouses and for other purposes deemed proper by Grantor.

## II. ARCHITECTURAL CONTROL

Grantor, as well as its agents, employees, architects, designers, engineers, consultants, or the Committee, shall not be liable to any owner or any other party for any loss, claim or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration
and performance. The provisions of this document can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to those contained herein. No approval of plans and specifications and no

publication of architectural standards guidelines shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good and workmanlike manner. The acceptance of a deed to a residential lot in the Subdivision shall be deemed a covenant and agreement on the part of the grantee and the grantee's heirs, successors and assigns, that Grantor, as well as its agents, employees and architects shall have no liability under this document except for willful misdeeds.

A. 1. Creation of Committee. There is hereby created an Architectural Control Committee which shall be composed of Grantor and/or his representatives. Each member shall serve until a successor is named by Grantor. A majority of the Committee may designate a representative to act for it. No member of the Committee, or his designated representative, shall be entitled to any compensation for services performed.

2. Change of membership and Amendment of Authority. The record owners of a majority of the lots in the Subdivision shall have the power, at any time with Grantor's consent, or after five (5) years from this date without Grantor's consent, through a duly recorded written instrument, to change the membership of the Committee, to withdraw powers and duties from the Committee, or to restore the powers and duties of the Committee. Grantor may resign from the Committee at such time as it desires. Such action shall be effective upon recordation of a written instrument properly reflecting same.

B. No building, structure, fence, landscaping, hardscaping or improvements of any nature shall be erected, placed or altered on any lot subject to these restrictions until two (2) sets of the construction plans and specifications and a plan showing the location of such building, structure, fence, landscaping, hardscaping or improvements has been approved by the committee as to quality of workmanship, type and quality of materials, plants, exterior color schemes, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. In addition, no change in the originally approved plans shall be made without the prior written approval of the Committee.

NOTICE: THIS PROVISION ALSO APPLIES TO ALL FUTURE IMPROVEMENTS, ALTERATIONS AND MAINTENANCE OF PROPERTIES IN THIS SUBDIVISION, INCLUDING BUT NOT LIMITED TO FENCING, WALLS, OR SCREENING, LANDSCAPING, STRUCTURAL ADDITIONS OR ALTERATIONS, POOLS, SPAS, CHANGE OF COLORS, TEXTURES, OR MATERIALS, DECKS, PATIOS, LIGHTING SYSTEMS, DRIVEWAYS, PARKING AND WALKWAYS, MAILBOXES, OUT BUILDINGS, DOG HOUSES OR PENS, OR ANY OTHER ITEM THAT CHANGES THE PHYSICAL APPEARANCE OF THE PROPERTY FROM THE DATE PLANS FOR THE ORIGINAL CONSTRUCTION WERE APPROVED.

C. The committee shall approve or disapprove plans, specifications and details within twenty-one (21) days after receipt thereof. One set of such plans and specifications and details with the dated approval or disapproval endorsed thereon shall be returned to the persons submitting them and the other copy thereof shall be retained by the Committee for its permanent files. The Committee shall advise the applicant of the reason for the disapproval and suggest acceptable changes. In the event the Committee fails to approve or disapprove any plans which have been submitted to it within twenty-one (21) days from receipt thereof, approval shall not be required and full compliance with the related

covenants shall be deemed to have occurred. Approval shall not be effective for construction commenced more than six (6) months after approval.

D. The Committee shall have the right to disapprove any plans, specifications or details submitted to it if (1) the same are not in accordance with all of the provisions of this document; (2) the design or color scheme of the proposed improvements is not in harmony with the general surroundings of the real property or with the existing adjacent improvements and natural environment; (3) the plans and specifications submitted are incomplete; (4) the committee deems the plans, specifications, or details or any part thereof to be contrary to the interest, welfare or rights of owners of the lots covered hereby. The decisions of the Committee shall be final.

E. Neither the Committee, Grantor, nor any architect or agent thereof shall be responsible in any way for any defects of any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

F. The Committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction where, in the opinion of the Committee, such change is necessary or required for the advantage and best appearance of the subdivision, in the following particulars, to-wit:

1. Change all restrictions in conflict where one lot and all or a portion of other contiguous lots are being used together for purpose of building a residence.

2. Change these restrictions in the case of lots which are unusual in size, or which are of any unusual or irregular shape, where such change is deemed best for the advantage or best appearance or the immediate community.

G. The committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of this document.

H. The Committee shall from time to time promulgate and publish Architectural Standards and Guidelines. A copy of the Guidelines in effect at the time will be furnished to Owners and builders on request. Such Guidelines supplement these Restrictions and are hereby incorporated herein by reference. The Guidelines may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements.

## III. HOMEOWNERS ASSOCIATION

1. The property shown as Lots A and B on the plat is designated as a Common Area. Certain other areas or improvements which the Grantor or the Homeowners Association in the future may desire to improve or construct with the consent of any lot owner whose property is affected, shall be referred to in this document as "common areas and improvements". These common areas and improvements may be totally or only partially located on any particular lot.

2. Grantor agrees that until 19 lots have been sold, Grantor will maintain these common areas and improvements. At such time as 19 lots have been sold, the owners of all lots shall be required to join a homeowners association, which will at that time assume full control of these common areas and improvements, along with the obligation to maintain them.

3. Grantor has formed and may form other subdivisions in the same general area as this subdivision. Grantor may include the owners of those other subdivisions in this homeowners association.

4. The homeowners association shall be governed by and decisions shall be made by a majority of the lot owners, unless the by-laws or other rules adopted by the association require a greater or lesser vote. Each lot owner shall have one vote. If the association desires, it may incorporate, elect a committee, a board, or officers to serve and manage its affairs, and may approve rules or by-laws to govern its operations. The association shall have the authority to assess each lot owner a sufficient amount of money to carry out its purposes, which assessments shall be a lien upon each owner's lot to enforce payment thereof.

5. The association may also be empowered to expend funds for patrol and security services, maintenance and additional improvements, insect control, street lighting, enforcement of these restrictions, by action at law or in equity, or otherwise, paying court costs as well as reasonable and necessary legal fees out of the assessments collected, and for all other purposes which, in the discretion of the Association, are desirable in maintaining the character and value of the Subdivision.

6. The lien to secure assessments shall be and remain at all times junior and inferior to any lien to secure repayment of loans to cover purchase price of a lot and its improvements, or the cost of improvements to be placed thereon, or any home equity loan or any other valid liens executed and recorded in accordance with the laws of the State of Texas.

## IV. RESTRICTIONS

### A. Residential Purpose

1. This Subdivision shall be used for private single family residences only. Only a Single Family is permitted to reside in a residence. A Single Family means either: (1) a group of individuals related by blood, adoption, or marriage, or (ii) a number of unrelated roommates that don't exceed the number of bedrooms in the residence.

2. Only one residence shall be constructed on each lot. This Provision shall not, however, prohibit the construction of a residence on a portion of two or more lots as shown by the plat of the Subdivision, provided such portion constitutes a home site as defined in the next paragraph.

3. Parts of two or more adjoining lots facing the same street in the same block may be designated as one home site, provided the lot size is approved by the Committee.

4. The term "residential purpose" as used herein shall be held to exclude hospitals, duplex houses and apartment houses and to exclude commercial and professional uses to which the general public is invited; and to exclude any development operations or drilling for oil, gas or other minerals or any

quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operation. Any usage of the Subdivision, not otherwise herein authorized, is hereby expressly prohibited.

5. No garage or outbuilding on this property shall be used as a residence or living quarters, except by servants engaged on the premises or by members of immediate family of occupants. A garage shall be used solely by the owner or occupant of the lot upon which the garage is located.

6. No building materials or temporary building of any kind or character, including, but not limited to, tents, shacks, garage or barns, shall be placed or stored upon the property until the owner is ready to commence improvements and then such materials or temporary building shall be placed within the property lines of the lot or parcel of land on which the improvements are to be erected and shall not be placed in the streets or between the curb and property line. Any such temporary building or structure of any kind shall not be used for anything other than construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition.

7. Any storage buildings or other structures built or placed on any lot after approval of initial plans must be approved by the Committee and built to a standard then currently approved by City of Victoria Building Inspection Department as of the date of installation. The siding, shingles, paint and other materials utilized in all storage buildings must be of a type and be of a color that matches or blends with the main residence and the surrounding homes.

8. No building, structure, amenity or landscaping upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in a condition of at least the level of the other properties in the Subdivision, adequately painted or otherwise maintained.

B. Building Sizes and Construction

1. The living area of the main house exclusive of porches and garages shall not be less than 1,200 square feet, and the minimum width of the footprint of the residence is 39 feet. No residence may exceed two stories in height.

Residences under the established living area size will be considered by the Committee if the total building area including porches, garages and the exterior architecture, including but not limited to roof mass and height and exterior detailing, give the residence the appearance of being much larger.

2. No garage may be greater in height or number of stories than the residence for which it is built. Garages of sufficient size to accommodate no less than two cars must be provided. Carports and porte-cocheres, subject to approval by the Architectural Standards Committee, may be used instead of garages provided that they meet all requirements of setback, facing and size applicable to garages.

3. That portion of the exterior walls of the principal residence building, including attached or detached garages and other improvements or buildings, that face the street shall be composed of rock, brick, stucco, stone, or cement board (Hardi-Masonry).

Under no circumstances shall concrete or hollow tile blocks be utilized for the outer portion of the walls of the residence or garage, nor shall any asbestos siding or metal siding be used. All roofs shall be wood shingle, tile, metal, fiberglass, or heavy composition, with a minimum weight of two hundred fifteen (215) pounds per one hundred (100) foot square and a projected lifespan of at least 20 years.

C. Building Locations

1. No building shall be erected on any lot nearer to the property lines than the building lines shown on the recorded plat. No building, even of a temporary nature, may be placed in a utility or electrical easement. Certain lots within the Subdivision have differing building lines for "Residence" and "Garage". The terms "Residence" and "Garage" shall have their ordinary and common meanings.

2. Steps, terraces, decks, patios and plantings outside of building lines will be permitted, if approved by the Committee as to the design, height, function, or view obstruction from adjoining properties.

D. Facing of Residences

1. Houses or residences on corner lots shall face the street where the address indicates the front of the lot is, unless alternative facing is authorized by the Architectural Control Committee.

Garages on corner lots may optionally open directly towards and have driveway entrances from the side streets, unless prohibited by restrictions contained either herein or on the recorded Plat of the Subdivision.

E. Fences, Walls and Hedges

1. No fence or wall shall be placed on any lot in the Subdivision nearer to the front of said lot than the front of the home constructed thereon. Fences shall be six feet (6') in height from the ground unless it is an integral part of the house or building structures and where it adds architectural significance to the design of the residence as determined by the Committee. With regard to corner lots, no fence shall be constructed nearer the side street property line than the building line shown on the recorded plat of the Subdivision. All fences must be constructed of cedar planks (and remain unpainted and unstained). The plank boards must face outward to the street, covering all posts and braces. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property or the Committee. Should any encroachment be upon a right of way or easement, it shall be removed promptly upon request of the Grantor or the Committee and removal shall be solely at the expense of the owner.

2. With regard to the real property lines facing the drainage area to the northwesterly sides of the Subdivision, 48 inch high cedar picket (unpainted and unstained) or black metal fences and gates are allowed.

F. Driveways

1. All driveways shall be concrete, and approved by the Committee, and shall be constructed with a minimum width of

eighteen feet (18') for front entry and ten feet (10') for swing in, side load, or rear entry. Drives shall have expansion joints not more than twenty feet (20') apart, with one joint at back of street curb. In the event City building ordinances require wider driveways or more expansion joints than specified above, the City requirements will control.

2. Access to Lot 1, in Block 26, and Lot 25, in Block 25 is limited to Flint Rock Court and Brushy Creek, respectively, only. Access to Lots 1 and 2, in Block 24 is limited to Buckskin Trail and Dripping Spring, respectively, only.

G. Walks

1. Walks from the street curb or driveway to the residence shall have widths of three feet (3').

H. Miscellaneous

1. No trash, garbage, ashes, refuse or other waste shall be thrown or dumped on any vacant lot in the addition and no trash racks may be permanently built or left in front of the lot. All waste containers must be screened from view of the street.

2. Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead, diseased, or damaged trees which might create a hazard to property or persons on any lot or adjacent lot, shall be promptly removed or repaired and if not removed by owners, then the Grantor or owners of adjoining lots may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damage done in such removal.

3. No activity may be carried on or allowed to exist upon any lot which may be noxious, detrimental, or offensive to any other lot or to the occupants of any lot.

4. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any lot, except that not more than a total of three (3) household pets, such as dogs or cats, may be kept, provided they are not kept, bred, or maintained for any commercial purposes. Animals that are not customarily kept as pets, as determined by Grantor and the Committee, including but not limited to lizards, snakes, weasels, ferrets, and pigs are not permitted.

5. No owner shall permit any thing or condition to exist upon his lot which shall induce, breed, or harbor infectious plant diseases or noxious insects. Each owner shall keep all shrubs, trees, hedges, grass and landscaping of every kind on his lot, including any setback areas, areas between lot lines and adjacent sidewalks and/or street curb, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No trees, hedges, shrubs, or other landscaping shall be planted or permitted to remain on any lot unless the foliage line is maintained at a proper height to prevent obstruction of safe cross visibility of traffic approaching an intersection or driveway. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement areas on each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company or authority is responsible.

6. Each owner of a lot agrees for himself, his heirs, or successors in interest, that he will not in any way interfere

with the established drainage pattern over his lot from adjoining or other lots in the Subdivision; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of the Subdivision and the final grading at the completion of each home built, including landscaping of any lots in the Subdivision, was completed by Grantor.

7. Each owner of a lot in the Subdivision agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots, when such access is essential for the maintenance of drainage facilities.

8. No signs whatsoever, visible from adjoining lots, or streets, shall be permitted on any lots except as follows: (1) such signs as may be required by legal proceedings; (2) residential identification signs including name and/or number plate not exceeding two hundred (200) square inches in area; (3) during the time of construction or prior to the time of the sale of any residence or other improvement two (2) job identification signs or one (1) "for sale" sign by the developers, builder or owner, having a maximum face area of six (6) square feet; (4) temporary political signs of the same maximum size of six (6) square feet during periods of campaigns and elections (all such shall be removed immediately after the election).

9. Flashing, lighted or moving signs shall not be permitted.

10. No sign of any description, or supports or braces for signs, shall be nailed or spiked to any tree, fence or structure. All signs must be on their own supporting standards.

11. Advertising banners, pennants and wind powered devices will not be permitted.

12. All signs, including proposed location, sizes and colors shall be reviewed by the Committee and must receive prior written approval from the Committee before installation.

13. The Committee may issue variances as to the sign restrictions contained herein, on such conditions and for such time periods as it may deem necessary.

14. In no event shall any sign on any lot be visible except as may be required by legal proceedings.

15. All permissible signs should be six (6) square feet or less in area.

16. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in an enclosed service area, not visible to the public.

17. No flagpole shall be permanently erected on any property unless approval has been obtained in writing from the Committee, and shall be for the purpose of displaying the American Flag only, according to applicable laws.

18. No tent, mobile home, recreational vehicle, motor home, travel trailer, racing vehicle, trailer of any kind, camper, boat, watercraft, or similar mobile item shall be kept, placed,

maintained, constructed, reconstructed, or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage or otherwise out of sight from the street. No vehicles in excess of 1 ton carrying capacity will be allowed to be parked in the neighborhood, except in a garage or driveway. The doors of garages housing the above described items shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with construction, reconstruction or repair of any work or improvements.

19. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, housetrailers, or the like, shall be kept on any lot other than in the garage, or other structures approved by the Committee.

20. No privy, cesspool or septic tank, or disposal plant shall be erected or maintained on any part of this property without consent of the Committee.

21. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of the Committee.

22. The placement of mailboxes and size shall conform to the governing regulations of the United States Postal Department.

23. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation, with the exception of satellite receivers, shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise, other than a master or community antenna approved by Grantor. In no event shall such antenna or receiver be placed on the roof of any structure permitted on the property. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other lot. Satellite discs shall be allowed if of an acceptable size and effectively screened from public view, as determined by the Committee.

24. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed, or maintained anywhere in or upon any lot other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in or under buildings or other structures. Nothing herein contained, however, shall prevent erection and use of temporary power or telephone services incident to the construction of buildings or other improvements. Furthermore, nothing herein contained shall restrict the overhead distribution of three phase primary power supply to the subdivision by the utility company.

25. Each owner of a lot agrees for himself, his heirs, assigns or successors in interest that he will permit free and reasonable access by the owner of adjacent or adjoining lots containing a divisional wall, fence or hedge, when such access is essential for the construction, reconstruction, refinishing, repair, maintenance, or alteration of said divisional wall, fence

or hedge. The access shall be limited to an area five feet (5') in width along or parallel to the property line. Access shall only be at reasonable times and shall be permitted only after written notice has been given to the lot owner stating the purpose of the access. In no event shall such access be deemed to permit entry into the interior portions of any dwelling. Any damage caused by such access will be repaired at the expense of the owner causing such damage.

26. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition.

27. No part or parts of the land in this subdivision shall be used in any manner which would increase the hazard of fire on any other part or parts of the land or any property adjoining the land.

28. Within 90 days of occupancy, each residence owner shall be required to plant one tree in the front yard, if a tree does not already exist in such location. The tree must be at least 2" in diameter measured one foot from the ground. The tree must be properly maintained and replaced immediately if it dies.

29. Excessive yard decorations or ornamentations are not permitted if visible to adjacent properties or streets. The judgment of the Committee will be final with respect to this matter.

30. Holiday decorations in the yards must be removed within 14 days after the end of that holiday.

31. All windows visible from the street must be covered by blinds or curtains within 60 days of title acquisition. Blinds and curtains may be opened at homeowner's choice.

32. Except as provided in the next sentence, garbage cans cannot be left out overnight and must be stored where not visible from the street or neighbor's views. No cans may be put out for trash pickup earlier than the night before regular scheduled pickup.

33. Except at such times when an owner has temporary visitors, owner and all occupants of a residence must not park their vehicles on the street in front of properties other than their own. Automobiles that are not operational must be stored only within an enclosed garage.

34. All yards that contain an above-ground pool or spa must be enclosed with a 6 feet high privacy fence that complies with the other fencing requirements set forth above.

35. Under no circumstance will any metal constructed storage type buildings be permitted. All storage buildings, patio covers, trellises or the like, added after a residence is completed, must have prior approval of the Committee.

36. The invalidity, violation, abandonment, variance approval, or waiver of any one or more of or any part of the reservations, restrictions, or other provisions hereof, either as to all or any part of the Subdivision, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the Subdivision and shall not affect or

impair the remaining reservations, restrictions or other provisions hereof as to all the lands with the Subdivision.

37. Should any Owner desire a variance from these restrictions concerning minimum floor area, setbacks, garage or driveway location or other similar matter, application for variance shall be made to the Committee. The decision of the Committee shall be final and cannot be contested by the applying Owner or any Owner objecting to such variance if variance is granted.

J. Duration and Amendment

1. These restrictions shall remain in full force and effect until build out of the Subdivision is complete, and so long thereafter until terminated or amended by an instrument signed by not less than 51% percent of the Lot Owners. No amendment or termination shall be effective until recorded in the Official Records of Victoria County, Texas, nor until any required approval of any governmental regulatory body shall have been obtained.

K. Enforcement

1. The restrictions, conditions and use limitations herein set forth shall be binding upon Grantor, its successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of each lot, each of whom shall be obligated and bound to observe such restrictions, conditions, and use limitations, provided, however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said lot. The violation of any such restriction, condition, or use limitation, shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said lot or any part thereof, but such liens may be enforced against any and all property covered thereby, subject, nevertheless, to the restrictions, conditions and use limitations herein mentioned. Grantor, or the owners of any lot in this addition, or their successors and assigns, shall have the right to enforce observation or performance of the provisions of this instrument. If any person or persons violate or attempt to violate any of the restrictions, conditions or use limitations contained herein, it shall be lawful for any person or persons owning any lot in the Subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate the same, either to prevent him or them from so doing, or to obtain such other relief for such violations as may be legally available.

L. Joinder by Lienholder

FIRST NATIONAL BANK, PORT LAVACA, having a lien against the above-described property, has executed these Conditions, Covenants, and Restrictions to evidence the subordination of its lien to these Conditions, Covenants, and Restrictions, and its joinder in, consent to, and ratification of the imposition thereof.

EXECUTED on this 25 day of February, 2020.

LANDMARK RESIDENTIAL DEVELOPMENT, LTD.

BY: LANDMARK RESIDENTIAL DEVELOPMENT GP, L.L.C.,

ITS: GENERAL PARTNER

By: _____
STEVE KLEIN, President

FIRST NATIONAL BANK, PORT LAVACA

By: _____
RICHARD T. CULLEN, President

THE STATE OF TEXAS §
§
COUNTY OF VICTORIA §

This instrument was acknowledged before me on ~~July~~ February 25, ~~2019~~ 2020, by STEVE KLEIN, as President of LANDMARK RESIDENTIAL DEVELOPMENT GP, L.L.C., a Texas limited liability company on behalf of said company, and said company acknowledged this instrument as General Partner of LANDMARK RESIDENTIAL DEVELOPMENT, LTD, a Texas limited partnership on behalf of said partnership.

MELISSA PARKS
Notary Public, State of Texas
Notary ID # 1103001-0
My Commission Expires
November 03, 2021

_____
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
§
COUNTY OF VICTORIA §

This instrument was acknowledged before me on this 13 day of March, ~~2019~~ 2020, RICHARD T. CULLEN, as President of FIRST NATIONAL BANK, PORT LAVACA, a national banking association, on behalf of said banking association.

LINDSEY DIERLAM
My Notary ID # 126573545
Expires February 5, 2024

_____
NOTARY PUBLIC, STATE OF TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Heidi Easley, County Clerk
Victoria County Texas
March 18, 2020 10:50:58 AM
MDOLEZAL FEE: $64.00
RST

202003000

RETURN TO:
HOWARD R. MAREK
MAREK, GRIFFIN & KNAUPP
P.O. BOX 2329
VICTORIA, TEXAS 77902-2329
melissa\landmark\terra vista\terravista x\restrictions x

16 pgs 201410338
AMD

# FIRST AMENDMENT

# TO

# RESTRICTIONS, RESERVATIONS AND ARCHITECTURAL CONTROL

# FOR

# TERRA VISTA

**STATE OF TEXAS** §
§
**COUNTY OF VICTORIA** §

## RECITALS

WHEREAS, by those instruments entitled "Restrictions, Reservations and Architectural Control for Terra Vista" recorded under Document No. 201107482 of the Official Public Records of Victoria County, Texas (the "Phase I Declaration"), "Restrictions, Reservations and Architectural Control for Terravista, Phase II" recorded under Document No. 201208823 of the Official Public Records of Victoria County, Texas (the "Phase II Declaration"), "Restrictions, Reservations and Architectural Control for Terravista, Phase III" recorded under Document No. 201302001 of the Official Public Records of Victoria County, Texas (the "Phase III Declaration"), "Restrictions, Reservations and Architectural Control for Terravista, Phase IV" recorded under Document No. 201301238 of the Official Public Records of Victoria County, Texas (the "Phase IV Declaration"), "Restrictions, Reservations and Architectural Control for Terravista, Phase V" recorded under Document No. 201400923 of the Official Public Records of Victoria County, Texas (the "Phase V Declaration"), "Restrictions, Reservations and Architectural Control for Terravista, Phase VI" recorded under Document No. 201406494 of the Official Public Records of Victoria County, Texas (the "Phase VI Declaration"), and "Restrictions, Reservations and Architectural Control for The Ranches at Terravista – Phase I" recorded under Document No. 201408092 of the Official Public Records of Victoria County, Texas (the "Ranches at Terravista – Phase I Declaration") (the Phase I Declaration, Phase II Declaration, Phase III Declaration, Phase IV Declaration, Phase V Declaration, Phase VI Declaration and Ranches at Terravista – Phase I Declaration, as the same may be amended from time to time, together with such other restrictive covenants that may be recorded against any Additional Land (as defined in the Bylaws of the Association (as hereinafter defined)) shall be collectively referred to herein as the "Declaration"), LANDMARK RESIDENTIAL DEVELOPMENT, LTD. and LANDMARK RESIDENTIAL CONSTRUCTION, LTD. (collectively "Grantor") created Terra Vista, a subdivision in Victoria County, Texas (the "Subdivision");

WHEREAS, pursuant to Article III, Section 2 of the Declaration, a Homeowners Association for the Subdivision (the "Association") has been created;

WHEREAS, pursuant to Article III, Section 4 of the Declaration, an initial Board of Directors (the "Board") of the Association has been established;

WHEREAS, pursuant to Article III of the Declaration, the Board may approve rules to govern the operations of the Association;

WHEREAS, the 82nd Texas Legislative Session (2011) enacted legislation changing several provisions of the Texas Property Code applicable to homeowners associations (collectively the "Legislative Changes"); and

WHEREAS, the Board desires to comply with the Legislative Changes, and hereby adopts and approves this First Amendment to the Declaration (the "Amendment") in furtherance thereof.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THAT THE DECLARATION IS AMENDED AS FOLLOWS:

1. Display of Flags. Notwithstanding any provision in the Declaration to the contrary, (including, without limitation, Article IV, Section H.17) each owner (an "Owner") of a lot (a "Lot") located within the Subdivision shall be permitted to display the flag of the United States, the State of Texas or an official or replica flag of any branch of the United States armed forces, subject to the following conditions:

A) No flag may be installed by an Owner in any Common Area and Owner installed flags must be entirely located on the Owner's Lot;

B) Flagpoles shall be constructed of durable materials and with a finish that is harmonious with the dwelling on the Lot, subject to the discretion of the Architectural Control Committee;

C) No flag or flagpole may be installed within an easement, building setback line or other area where buildings, structures, fences, landscaping, hardscaping or other improvements of any nature (collectively, "Improvements") are prohibited as provided in the Declaration, applicable ordinances, any plat or separate instrument;

D) The flag and flagpole must be kept in good condition and repair at all times, subject to the discretion of the Board;

E) The U. S. Flag must be displayed in accordance with the requirements of 4 U.S.C. Sections 5-10;

F) The State of Texas Flag must be displayed in accordance with the requirements of Chapter 3100, Texas Government Code;

G) Only two (2) flags or flagpoles, only one (1) of which may be freestanding, shall be permitted per Lot;

H) Freestanding flagpoles may not exceed twenty (20) feet in height and flagpoles attached to a residence may not exceed five (5) feet in height. A flagpole associated with a model home or sales office used by the Grantor or a homebuilder may be taller than twenty (20) feet in height but only during such time as the model home or sales office is in use for such purpose;

I) Any halyard or securing device must be installed to eliminate noise from flapping against the flagpole;

J) The Architectural Control Committee may adopt additional standards governing the size of the flag or the location and intensity of lights illuminating the flag;

K) Prior to installation of a flag or flagpole, the Owner shall submit an application to the Architectural Control Committee to ensure compliance with the standards set forth in this Section and the application shall be processed according to the procedures and conditions set forth in Article II of the Declaration, or such additional procedures and conditions as the Architectural Control Committee may adopt..

2. Rainwater Harvesting Systems. Notwithstanding any provision in the Declaration to the contrary, each Owner shall be permitted to install rain barrels or rainwater harvesting systems on their Lot in connection with the Improvements on the Lot and for purposes of domestic water use and subject to the following conditions:

A) such device must be consistent with the color scheme of the residence constructed on the Lot;

B) the device does not include any language or other graphic depiction that is not typically present on such device;

C) the device is not located between the front of the residence on the Lot and any adjacent or adjoining street or thoroughfare;

D) there is sufficient area on the Lot to install the device;

E) if the device is to be installed on or within the side yard of a Lot or would be visible from a street, Common Area or another Owner's property, the Architectural Control Committee may regulate the size, type, shielding of, and materials used in the construction of the device;

F) installation of the device must be commenced within thirty (30) days after approval by the Architectural Control Committee and diligently completed thereafter; and

G) prior to installation of such a device, the Owner shall submit an application to the Architectural Control Committee to ensure compliance with the standards set forth in this Section and the application shall be processed according to the procedures and conditions set forth in Article II of the Declaration, or such additional procedures and conditions as the Architectural Control Committee may adopt..

3. Solar Devices. Each Owner shall be permitted to install Solar Energy Devices on their Lot in connection with the Improvements on the Lot subject to the following conditions:

A) "Solar Energy Device" shall be defined as a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power;

B) the Solar Energy Device does not represent a threat to public health or safety;

C) the Solar Energy Device does not violate any applicable law;

D) no portion of the Solar Energy Device is located on any Common Area;

E) the Solar Energy Device must only be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Architectural Control Committee may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National

Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the Architectural Committee. If the device is to be installed within a fenced area or patio, then no portion of the Solar Energy Device may be installed above the fence line. If the Solar Energy Device is mounted on the roof of the residence located on the Owner's Lot, the (i) the Solar Energy Device may not extend higher than or beyond the roofline; (ii) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Energy Device must be parallel to the roofline; and (iii) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black;

F) the Solar Energy Device, as installed, will not void any manufacturer's warranty;

G) prior to installation of such a device, the Owner shall submit an application to the Architectural Control Committee to ensure compliance with the standards set forth in this Section and the application shall be processed according to the procedures and conditions set forth in Article II of the Declaration, or such additional procedures and conditions as the Architectural Control Committee may adopt.. In any event, the Architectural Committee may withhold approval of a Solar Energy Device, even if it meets the standards set forth in this Section, if the Architectural Committee determines in writing that the placement of the Solar Energy Device, as proposed by the Owner, constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to person of ordinary sensibilities. The written approval of the Solar Energy Device by each of the Owners adjoining Lots shall constitute prima facie evidence that such a condition does not exist; and

H) during the period when Grantor owns any portion of the Property or the Additional Land, no Solar Energy Device may be installed by an Owner unless approved by Grantor, which approval may be withheld in Grantor's sole discretion.

4. Energy Efficient Roofing. "Energy Efficient Roofing" shall be defined as shingles that are designed primarily to: a) be wind and hail resistant; b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or c) provide solar generation capabilities. Each Owner shall be permitted to install Energy Efficient Roofing on the Improvements on the Lot provided that the Energy Efficient Roofing shingles: a) resemble the shingles used or otherwise authorized for use within any architectural standards and guidelines promulgated and published by the Architectural Control Committee, or resemble shingles previously authorized for use by the Architectural Control Committee; b) are more durable than, and are of equal or superior quality to the shingles used or otherwise authorized for

use within the Subdivision; and c) match the aesthetics of the adjacent Lots. Authorization for Energy Efficient Roofing from the Architectural Control Committee shall be processed according to the procedures and conditions set forth in Article II of the Declaration, or such additional procedures and conditions as the Architectural Control Committee may adopt.

5. Display of Certain Religious Items Permitted. An Owner or resident is permitted to display or affix to the entry door or doorframe of the residence located on the Owner's Lot (which may not extend beyond the outer edge of the doorframe) one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. This policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry door or doorframe of the residence located on the Owner's Lot.

A) General Guidelines. Religious items may be displayed or affixed to the entry door or doorframe of the residence located on an Owner's Lot (which may not extend beyond the outer edge of the doorframe); provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five (25) square inches (5" x 5" = 25 square inches);

B) Prohibitions. No religious item may be displayed or affixed to the entry door or doorframe of the residence constructed on an Owner's Lot (which may not extend beyond the outer edge of the doorframe) if said religious item: (i) threatens the public health or safety; (ii) violates applicable law; or (iii) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or doorframe of the residence constructed on an Owner's Lot (which may not extend beyond the outer edge of the doorframe). Nothing in this policy may be construed in any manner to authorize an Owner or resident to use a material or color for the entry door or doorframe of the residence constructed on an Owner's Lot or to make an alteration to the entry door or doorframe that is not otherwise permitted pursuant to the Association's governing documents;

C) Removal. The Association may remove any item which is in violation of the terms and provisions of this policy; and

D) Covenants in Conflict with Statutes. To the extent that any provisions of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Section shall hereafter control.

6. Assessment Collection Policy.

A) Delinquencies, Late Charges and Interest

1. Due Date. An Owner will timely and fully pay any and all assessments assessed by the Board pursuant to Article III of the Declaration (the "Assessments").

2. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full – including collection costs, interests and late fees.

3. Late Fees and Interest. If the Association does not receive full payment of any Assessment by 5:00 p.m. after the due date established by the Board, the Association may levy a late fee of $25.00 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefor (or if there is no such highest rate, then at the rate of 2% per month) until paid in full.

4. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorneys' fees incurred by the Association in collecting the delinquency.

5. Insufficient Funds. The Association may levy a charge of $25.00 for any check returned to the Association marked "not sufficient funds" or the equivalent.

6. Waiver. Properly levied collection costs, late fees and interest may only be waived by a majority of the Board.

B) Installments and Acceleration

If an Assessment is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

C) Payments

1. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(a) Delinquent Assessments.

(b) Current Assessments.

(c) Attorneys' fees and costs associated with delinquent Assessments.

(d) Other attorneys' fees.

(e) Fines.

(f) Any other amount.

2. Payment Plans. The Association shall offer each delinquent Owner a payment plan for the payment of delinquent Assessments. The minimum term of such plan must be three (3) months and the maximum term must be eighteen (18) months from the date the payment plan in requested by the Owner and instituted. The Board shall determine the exact payment plan on a case-by-case basis and may delegate such authority to the such third parties as the Board may delegate, in its sole discretion. The Board may refuse to offer the payment plan to any Owner has previously been delinquent within the two years preceding the payment plan request or who, in the Board's sole discretion, has demonstrated a pattern of delinquencies.

3. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check or certified funds.

4. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to

payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

5. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.

6. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

D) Liability for Collection Costs

The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees and other reasonable costs and attorneys' fees incurred in the collection of the delinquency.

E) Collection Procedures

1. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, attorney or a debt collector.

2. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

3. Verification of Owner Information. The Association may obtain a title report to determine the name of the Owner and the identity of other lienholders, including the mortgage company.

4. Collection Agency. The Board may employ or assign the debt to one or

more collection agencies.

5. Notification of Mortgage Lender. The Association may notify the Owner's mortgage lender of the default obligations.

6. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.

7. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

a. Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within thirty (30) days (unless such notice has previously been provided by the Association), then

b. Lien Notice: Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien. If the account is not paid in full within thirty (30) days, then

c. Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within thirty (30) days, then

d. Foreclosure of Lien: Only upon specific approval by a majority of the Board.

8. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.

9. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

10. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

F) General Provisions

1. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager and attorney of the Association may exercise their independent, collective and respective judgment in applying this policy.

2. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Declaration and the laws of the State of Texas.

3. Limitations of Interest. The Association, and its officers, directors, managers and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Declaration or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

4. Notices. Unless the Declaration, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed to be delivered to Owner upon depositing same with the United States Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent or attorney.

5. Amendment of Policy. This policy may be amended from time to time by the Board.

7. The provisions of this Amendment are hereby incorporated into and made a part of the Declaration. As updated herein, the terms and conditions of the Declaration shall continue in full force and effect. Unless otherwise defined herein, all capitalized terms shall have the same meaning ascribed to such terms in the Declaration.

EXECUTED this the 29th day of August, 2014.

**ASSOCIATION:**

TERRA VISTA HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation

By: _____
Steve Klein, President

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this 29th day of August, 2014, by Steve Klein, as President of Terra Vista Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

_____
Notary Public in and for the State of Texas

LENA SHAYNE COCKRELL
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
06-18-2018

## CONSENT OF LIENHOLDER

The undersigned financial institution, being the owner and holder of an existing mortgage lien upon and against the land and property described as Phase V of the Subdivision in the foregoing Amendment, hereby consents to the Amendment and to the recording of same, provided that the undersigned lienholder's lien(s) and security interest(s) shall remain superior to any liens or security interests created by the Amendment with respect to Phase V of the Subdivision.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof. The granting of this consent does not constitute a waiver of lienholder's right to withhold consent in the future.

**LIENHOLDER:**

NEWFIRST NATIONAL BANK

By: _____
Name: Neal W. Stevenson
Title: Vice President

THE STATE OF TEXAS §
§
COUNTY OF Victoria §

This instrument was acknowledged before me on this 27 day of August, 2014, by Neal W. Stevenson, as Vice President of Newfirst National Bank, on behalf of said entity.

GERRI A RAAZ
My Commission Expires
March 14, 2017

Gerri A. Raaz
Notary Public in and for the State of Texas

## CONSENT OF LIENHOLDER

The undersigned financial institution, being the owner and holder of an existing mortgage lien upon and against the land and property described as Phase VI of the Subdivision in the foregoing Amendment, hereby consents to the Amendment and to the recording of same, provided that the undersigned lienholder's lien(s) and security interest(s) shall remain superior to any liens or security interests created by the Amendment with respect to Phase VI of the Subdivision.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof. The granting of this consent does not constitute a waiver of lienholder's right to withhold consent in the future.

**LIENHOLDER:**

FIRST NATIONAL BANK IN PORT LAVACA

By: John Stevenson
Name: John Stevenson
Title: Sr. Vice President

THE STATE OF TEXAS §
§
COUNTY OF VICTORIA §

This instrument was acknowledged before me on this 27 day of AUGUST, 2014, by JOHN STEVENSON, as SR. VICE PRESIDENT of First National Bank of Port Lavaca, on behalf of said entity.

ISABEL RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. Mar. 17, 2016

Isabel Rodriguez
Notary Public in and for the State of Texas

## CONSENT OF LIENHOLDER

The undersigned financial institution, being the owner and holder of an existing mortgage lien upon and against the land and property described as The Ranches at Terravista – Phase I of the Subdivision in the foregoing Amendment, hereby consents to the Amendment and to the recording of same, provided that the undersigned lienholder's lien(s) and security interest(s) shall remain superior to any liens or security interests created by the Amendment with respect to The Ranches at Terravista – Phase I of the Subdivision.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof. The granting of this consent does not constitute a waiver of lienholder's right to withhold consent in the future.

**LIENHOLDER:**

AMERICAN BANK

By: _____
Name: Jim Johnson
Title: Sr. Lending Officer

THE STATE OF TEXAS §
§
COUNTY OF Victoria §

This instrument was acknowledged before me on this 27th day of August, 2014, by Jim Johnson, as Senior Lending Officer of American Bank, on behalf of said entity.

Shirley L Kuecker
Notary Public
State of Texas
My Comm. Exp. 04/13/2016

Shirley L. Kuecker
Notary Public in and for the State of Texas

**FILED AND RECORDED**
OFFICIAL PUBLIC RECORDS

Robert S. Cortez, County Clerk
Victoria County Texas

September 12, 2014 01:47:36 PM

RONNIEO FEE: $72.00 201410338
AMD

ORIGINAL SCANNED &
RETURNED TO:
Lestey Smejkal
DATE 9-12-2014

7 pgs
N

202004953

# NOTICE OF ADDITION OF LAND TO THE PROPERTY SUBJECT TO THE BYLAWS OF TERRA VISTA HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
§
COUNTY OF VICTORIA §

This Notice of Addition of Land to the Property subject to the Bylaws of Terra Vista Homeowners Association, Inc. ("Notice of Addition of Land") is made and executed by Landmark Residential Development, Ltd., a Texas limited partnership, Landmark Residential Holdings, Ltd., a Texas limited partnership, and Landmark Residential Construction, Ltd., a Texas limited partnership (collectively, "Declarant"), and is as follows:

1. According to Section 3.2 of the Bylaws of Terra Vista Homeowners Association, Inc., recorded in Document No. 201406960, Official Public Records, Victoria County, Texas ("Bylaws"), Declarant may, at any time and from time to time, add Additional Land (as defined in the Bylaws) to the Property and, upon the filing of a notice of addition of land, such land shall be considered part of the Property and the Subdivision for the purposes of the Bylaws, and the terms, covenants, conditions, restrictions, and obligations set forth in the Bylaws shall be applicable to such Additional Land.

2. Pursuant to Section 3.2 of the Bylaws, this Notice of Addition of Land is filed with respect to the real property described in Exhibit A which is attached hereto and incorporated herein for all purposes ("Additional Land"). The Additional Land is also covered and subject to the Restrictions, Reservations and Architectural Control for Terravista, Phase X, recorded in Document No. 202003000, Official Public Records, Victoria County, Texas, and the First Amendment to Restrictions, Reservations and Architectural Control for Terra Vista, recorded in Document No. 201410338, Official Public Records, Victoria County, Texas.

3. Declarant hereby adds the Additional Land to the Property, and all of the terms, covenants, conditions, restrictions, and obligations of the Bylaws shall apply to the Additional Land.

4. The addition of the Additional Land to the Property shall be effective if and only if, upon execution by Declarant, this Notice of Addition of Land is recorded in the Official Public Records of Victoria County, Texas.

5. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Bylaws.

*[signature pages follow]*

EXECUTED to be effective as of the 13 day of May, 2020

**DECLARANT:**

LANDMARK RESIDENTIAL DEVELOPMENT, LTD., a Texas limited partnership

By: Landmark Residential Development GP, LLC, a Texas limited liability company

By: _____
Stephen P. Klein, Manager

STATE OF TEXAS §
§
COUNTY OF VICTORIA §

This instrument was acknowledged before me on the 13 day of May, 2020, by Stephen P. Klein, Manager of Landmark Residential Development GP, LLC, a Texas limited liability company, the general partner of Landmark Residential Development, Ltd., a Texas limited partnership, of behalf of said entities.

MELISSA PARKS
Notary Public, State of Texas
Notary ID # 1103001-0
My Commission Expires
November 03, 2021

_____
Notary Public, State of Texas

LANDMARK RESIDENTIAL HOLDINGS, LTD., a Texas limited partnership

By: Landmark Residential Holdings GP, LLC, a Texas limited liability company

By: _____
Stephen P. Klein, Manager

STATE OF TEXAS §
§
COUNTY OF VICTORIA §

This instrument was acknowledged before me on the 13 day of May, 2020 by Stephen P. Klein, Manager of Landmark Residential Holdings GP, LLC, a Texas limited liability company, the general partner of Landmark Residential Holdings, Ltd., a Texas limited partnership, of behalf of said entities.

MELISSA PARKS
Notary Public, State of Texas
Notary ID # 1103001-0
My Commission Expires
November 03, 2021

Notary Public, State of Texas

LANDMARK RESIDENTIAL CONSTRUCTION, LTD., a Texas limited partnership

By: Landmark Residential Construction GP, LLC, a Texas limited liability company

By: _____
Stephen P. Klein, Manager

STATE OF TEXAS §
§
COUNTY OF VICTORIA §

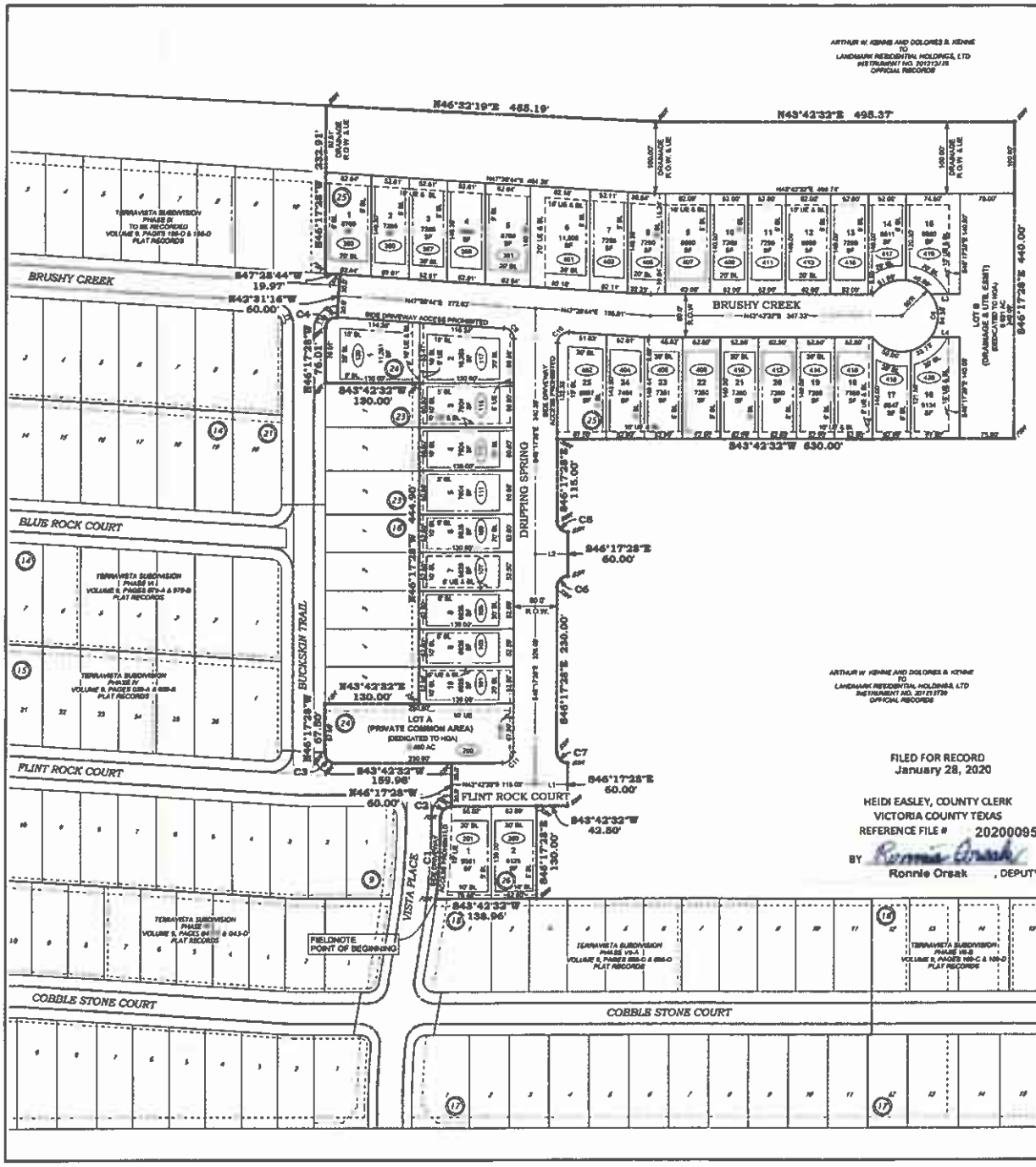
This instrument was acknowledged before me on the 13 day of May, 2020 by Stephen P. Klein, Manager of Landmark Residential Construction GP, LLC, a Texas limited liability company, the general partner of Landmark Residential Construction, Ltd., a Texas limited partnership, of behalf of said entities.

MELISSA PARKS
Notary Public, State of Texas
Notary ID # 1103001-0
My Commission Expires
November 03, 2021

Notary Public, State of Texas

**EXHIBIT A**

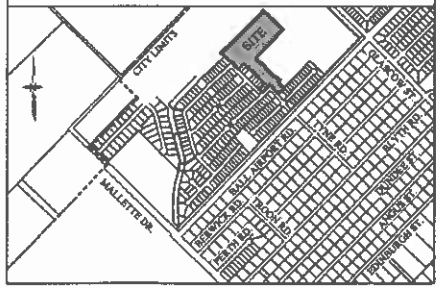
**Additional Land**




FILED FOR RECORD
January 28, 2020

HEIDI EASLEY, COUNTY CLERK
VICTORIA COUNTY TEXAS
REFERENCE FILE # 202000952
BY Ronnie Orsak , DEPUTY
Ronnie Orsak

## LOCATION MAP




## GENERAL NOTES

1. LAND USE
SINGLE FAMILY RESIDENTIAL (R1)

2. ADDRESSES AS SHOWN

3. BUILDING LINES AS SHOWN

4. STREET CLASSIFICATION
BUCKSKIN TRAIL - EXISTING LOCAL STREET
VISTA PLACE EXISTING LOCAL STREET
BRUSHY CREEK EXISTING & PROPOSED LOCAL STREET
FLINT ROCK COURT - EXISTING & PROPOSED LOCAL STREET
DRIPPING SPRING PROPOSED LOCAL STREET

5. STATISTICAL DATA
A) GROSS AREA - 12.309 ACRES
B) RESIDENTIAL LOTS - 37 LOTS
PRIVATE COMMON LOTS - 1 LOT
PRIVATE DRAINAGE & UTIL ESMT - 1 LOT
C) DEDICATION (ROAD) - 2.242 ACRES
DEDICATION (DRAINAGE) - 2.143 ACRES
D) NET AREA - 7.904 ACRES

6. ALL CORNERS ARE MARKED WITH A SET 5/8" DIAMETER STEEL ROD WITH YELLOW PLASTIC CAP MARKED "URBAN SURVEYING, INC" UNLESS OTHERWISE NOTED

PER - FOUND 5/8" DIAMETER STEEL ROD
SSR - SET 5/8" DIAMETER STEEL ROD WITH YELLOW PLASTIC CAP MARKED "URBAN SURVEYING, INC."

7. ABBREVIATIONS
AC - ACRE(S)
BL - BUILDING LINE
ESMT - EASEMENT
R.O.W. - PUBLIC RIGHT OF WAY
SF - SQUARE FEET
UE - PUBLIC UTILITY EASEMENT
UTIL - UTILITY

THIS PLAT IS CONTAINED WITHIN THE CORPORATE LIMITS OF THIS MUNICIPALITY

## CURVE DATA

| CURVE | RADIUS | TANGENT | DELTA | ARC LENGTH | CHORD BEARING AND LENGTH |
|---|---|---|---|---|---|
| C1 | 1030.00' | 57.68' | 06°24'38" | 115.24' | N 43°05'09" W 115.18' |
| C2 | 15.00' | 15.00' | 90°00'00" | 23.56' | N 61°17'28" W 21.21' |
| C3 | 15.00' | 15.00' | 90°00'00" | 23.56' | S 28°42'32" W 21.21' |
| C4 | 15.00' | 14.02' | 93°46'12" | 24.55' | N 90°39'38" E 21.90' |
| C5 | 15.00' | 15.00' | 90°00'00" | 23.56' | N 88°42'32" E 21.21' |
| C6 | 15.00' | 15.00' | 90°00'00" | 23.56' | S 01°17'28" E 21.21' |
| C7 | 15.00' | 15.00' | 90°00'00" | 23.56' | N 88°42'32" E 21.21' |
| C8 | 50.00' | 37.50' | 73°44'23" | 249.81' | S 46°17'28" E 66.80' |
| C9 | 15.00' | 14.04' | 88°13'48" | 22.17' | S 89°24'22" E 20.50' |
| C10 | 15.00' | 14.02' | 93°46'12" | 24.55' | N 90°39'38" E 21.90' |
| C11 | 15.00' | 15.00' | 90°00'00" | 23.56' | S 01°17'28" E 21.21' |

## LINE DATA

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 43°42'32" E | 45.00' |
| L2 | N 43°42'32" E | 45.00' |
| L3 | N 43°42'32" E | 40.00' |
| L4 | N 43°42'32" E | 40.00' |

GRAPHIC SCALE IN FEET
0 100 200 300 400

URBAN engineering
2004 N. Commerce
Victoria, Texas 77901
TREF# F-160
Tel (361) 578-9836
Fax (361) 578-9836
www.urbanvictoria.com

FINAL PLAT
# Terra Vista Subdivision - Phase X

BEING A 12.309 ACRE TRACT OF LAND SITUATED IN THE JOSEL CARRAJAL GRANT, ABSTRACT 12, VICTORIA COUNTY, TEXAS AND BEING OUT OF PORTIONS OF LOTS 3, 4, 7 AND 8, BLOCK 153 OF THE LAVACA BAY SUBDIVISION AS RECORDED IN VOLUME 29, PAGE 164 OF THE DEED RECORDS OF VICTORIA COUNTY, TEXAS, AND BEING ALL OF A 12.309 ACRE TRACT OF LAND CONVEYED FROM LANDMARK RESIDENTIAL HOLDINGS, LTD. TO LANDMARK RESIDENTIAL DEVELOPMENT, LTD. ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NO. 201213720 OF THE OFFICIAL RECORDS OF VICTORIA COUNTY, TEXAS, AND BEING ALL OF A 4.601 ACRE TRACT OF LAND CONVEYED FROM LANDMARK RESIDENTIAL DEVELOPMENT, LTD. TO LANDMARK RESIDENTIAL HOLDINGS, LTD. ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NO. 201213719 OF THE OFFICIAL RECORDS OF VICTORIA COUNTY, TEXAS, AND BEING ALL OF A 4.60 ACRE TRACT OF LAND CONVEYED FROM LANDMARK RESIDENTIAL HOLDINGS, LTD. TO LANDMARK RESIDENTIAL DEVELOPMENT, LTD. ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NO. 201213719 OF THE OFFICIAL RECORDS OF VICTORIA COUNTY, TEXAS

PLAT IS FILED FOR RECORD IN VOL. 9, PG. 163-A&B OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS.

COV PLAT FILE NO. 190502

DATE 01/11/20

JOB NUMBER E19300.09

PAGE 1 OF 2

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## METES AND BOUNDS DESCRIPTION

12.309 ACRES

THE STATE OF TEXAS}
THE COUNTY OF VICTORIA}

BEING A 12.309 ACRE TRACT OF LAND SITUATED IN THE JOSE L. CARBAJAL GRANT, ABSTRACT 12, VICTORIA COUNTY, TEXAS AND BEING OUT OF PORTIONS OF LOTS 7, 8, 9 AND 10, BLOCK 15 OF THE LEVI CO. SUBDIVISION AS RECORDED IN VOLUME 59, PAGE 506 OF THE DEED RECORDS OF VICTORIA COUNTY, TEXAS, BEING THE REMAINING PORTION OF A CALLED 5.926 ACRE TRACT OF LAND AS CONVEYED FROM LANDMARK RESIDENTIAL HOLDINGS, LTD. TO LANDMARK RESIDENTIAL DEVELOPMENT, LTD. ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NO. 201311207 OF THE OFFICIAL RECORDS OF VICTORIA COUNTY, TEXAS, AND THE REMAINING PORTION OF A CALLED 14.81 ACRE TRACT OF LAND AS CONVEYED FROM LANDMARK RESIDENTIAL HOLDINGS, LTD. TO LANDMARK RESIDENTIAL DEVELOPMENT, LTD. ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NO. 201513185 OF THE OFFICIAL RECORDS OF VICTORIA COUNTY, TEXAS, AND A PORTION OF TRACT II, A CALLED 8.243 ACRE TRACT OF LAND AS CONVEYED FROM LANDMARK RESIDENTIAL HOLDINGS, LTD. TO LANDMARK RESIDENTIAL DEVELOPMENT, LTD. ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NO. 201900727 OF THE OFFICIAL RECORDS OF VICTORIA COUNTY, TEXAS, SAID 12.309 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 5/8"STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC."ALONG THE NORTHEAST LINE OF VISTA PLACE (A 60-FOOT RIGHT-OF-WAY) OF TERRAVISTA SUBDIVISION - PHASE IV ACCORDING TO THE ESTABLISHED MAP OR PLAT THEREOF AS RECORDED IN VOLUME 9, PAGE 039A & B OF THE PLAT RECORDS OF SAID COUNTY, MARKING THE WEST CORNER OF LOT 1, BLOCK 18 OF TERRAVISTA SUBDIVISION - PHASE VII-A ACCORDING TO THE ESTABLISHED MAP OR PLAT THEREOF AS RECORDED IN VOLUME 9, PAGE 086C & D OF THE PLAT RECORDS OF SAID COUNTY FOR THE SOUTH MOST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE NORTHEAST RIGHT-OF-WAY OF SAID VISTA PLACE, WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 1030.00 FEET, AN ARC LENGTH OF 115.24 FEET, AND A DELTA ANGLE OF 06°24'36", WITH A CHORD BEARING OF NORTH 43°05'00" WEST, AND A CHORD LENGTH OF 115.18 FEET TO A FOUND 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC."ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID VISTA PLACE MARKING A POINT OF REVERSE CURVATURE TO THE RIGHT FOR THE HEREIN DESCRIBED TRACT;

THENCE, WITH SAID REVERSE CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A DELTA ANGLE OF 90°00'00", WITH A CHORD BEARING OF NORTH 01°17'28" WEST, AND A CHORD LENGTH OF 21.21 FEET TO A FOUND 5/8"STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." ALONG THE SOUTHEAST LINE OF FLINT ROCK COURT (A 60-FOOT RIGHT-OF-WAY) OF THE AFOREMENTIONED TERRAVISTA SUBDIVISION - PHASE IV MARKING A POINT OF TANGENCY FOR THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 46°17'28" WEST, OVER AND ACROSS SAID FLINT ROCK COURT, A DISTANCE OF 60.00 FEET TO A FOUND 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC."ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID FLINT ROCK COURT FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 43°42'32" WEST, ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID FLINT ROCK COURT, AT A DISTANCE OF 44.98 FEET PASSING A FOUND 5/8"STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC."AND CONTINUING ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID FLINT ROCK COURT FOR A TOTAL DISTANCE OF 159.98 FEET TO A SET 5/8"STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING, INC." MARKING AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE INTERSECTION OF SAID FLINT ROCK COURT AND THE NORTHEAST LINE OF BUCKSKIN TRAIL (A 60-FOOT RIGHT-OF-WAY), WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A DELTA ANGLE OF 90°00'00", WITH A CHORD BEARING OF SOUTH 88°42'32" WEST, AND A CHORD LENGTH OF 21.21 FEET TO A FOUND 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING A POINT OF TANGENCY FOR THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 46°17'28" WEST, WITH THE NORTHEAST RIGHT-OF-WAY LINE OF SAID BUCKSKIN TRAIL, A DISTANCE OF 67.50 FEET TO A FOUND 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING THE SOUTH CORNER OF LOT 5, BLOCK 16 OF TERRAVISTA SUBDIVISION - PHASE VI ACCORDING TO THE ESTABLISHED MAP OR PLAT THEREOF AS RECORDED IN VOLUME 9, PAGE 079A & B OF THE PLAT RECORDS OF SAID COUNTY, FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 43°42'32" EAST, DEPARTING THE NORTHEAST RIGHT-OF-WAY LINE OF SAID BUCKSKIN TRAIL, WITH THE SOUTHEAST LINE OF SAID LOT 5, BLOCK 16, A DISTANCE OF 130.00 FEET TO A FOUND 5/8"STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC."MARKING THE EAST CORNER OF SAID LOT 5, BLOCK 16 FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 46°17'28" WEST, WITH THE NORTHEAST BOUNDARY LINE OF THE AFORESAID TERRAVISTA SUBDIVISION - PHASE VI, AT A DISTANCE OF 262.50 FEET PASSING A FOUND 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING THE NORTH CORNER OF LOT 1, BLOCK 16 OF THE SAID TERRAVISTA SUBDIVISION - PHASE VI, SAME BEING THE EAST CORNER OF LOT 3, BLOCK 23 OF TERRAVISTA SUBDIVISION - PHASE IX ACCORDING TO THE ESTABLISHED MAP OR PLAT THEREOF AS RECORDED IN VOLUME 9, PAGE 156C & D OF THE PLAT RECORDS OF SAID COUNTY CONTINUING FOR A TOTAL DISTANCE OF 444.90 FEET TO A FOUND 5/8" STEEL REBAR MARKING THE NORTH CORNER OF LOT 1, BLOCK 23 OF SAID TERRAVISTA SUBDIVISION - PHASE IX FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 43°42'32" WEST, ALONG THE NORTHWEST LINE OF SAID LOT 1, BLOCK 23, A DISTANCE OF 130.00 FEET TO A FOUND 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING THE WEST CORNER OF SAID LOT 1, BLOCK 23 FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING ALONG THE NORTHEAST BOUNDARY LINE OF SAID TERRAVISTA SUBDIVISION - PHASE IX, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

## METES AND BOUNDS DESCRIPTION

NORTH 46°17'28" WEST, A DISTANCE OF 76.01 FEET TO A SET 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING A POINT OF CURVATURE TO THE RIGHT FOR THE HEREIN DESCRIBED TRACT;

WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.55 FEET, AND A DELTA ANGLE OF 93°46'12", WITH A CHORD BEARING OF NORTH 00°35'38" EAST, AND A CHORD LENGTH OF 21.90 FEET TO A FOUND 5/8" STEEL REBAR MARKING A POINT OF TANGENCY FOR THE HEREIN DESCRIBED TRACT;

NORTH 42°31'19" WEST, A DISTANCE OF 60.00 FEET TO A FOUND 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 47°28'44" WEST, A DISTANCE OF 19.97 FEET TO A FOUND 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING THE EAST CORNER OF LOT 10, BLOCK 22 OF SAID TERRAVISTA SUBDIVISION - PHASE IX FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 46°17'28" WEST, ALONG THE NORTHEAST LINE OF SAID LOT 10, BLOCK 22, AT A DISTANCE OF 140.30 FEET PASSING THE NORTH CORNER OF SAID LOT 10, BLOCK 22 AND CONTINUING FOR A TOTAL DISTANCE OF 232.91 FEET TO A SET 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING THE NORTH CORNER OF SAID TERRAVISTA SUBDIVISION - PHASE IX AND BEING ALONG THE NORTHWEST LINE OF THE AFOREMENTIONED 14.81 ACRE TRACT FOR THE WEST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, ALONG THE NORTHWEST LINE OF SAID 14.81 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES.

NORTH 46°17'19" EAST, A DISTANCE OF 455.19 FEET TO A SET 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING AN ANGLE POINT IN THE NORTHWEST LINE OF THE HEREIN DESCRIBED TRACT;

NORTH 43°42'32" EAST, A DISTANCE OF 495.37 FEET TO A SET 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING THE NORTH CORNER OF SAID 14.81 ACRE TRACT AND BEING ALONG THE SOUTHWEST LINE OF TRACT I, A CALLED 12.923 ACRE TRACT OF LAND DESCRIBED IN THE AFOREMENTIONED INSTRUMENT NO. 201900727 FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 46°17'28" EAST, ALONG THE COMMON LINE BETWEEN SAID 14.81 ACRE TRACT AND SAID 12.923 ACRE TRACT, AT A DISTANCE OF 299.89 FEET PASSING A FOUND 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING THE SOUTH MOST CORNER OF SAID 14.81 ACRE TRACT AND CONTINUING FOR A TOTAL DISTANCE OF 440.00 FEET TO A FOUND 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING THE EAST CORNER OF SAID 14.81 ACRE TRACT AND BEING THE NORTH MOST CORNER OF THE AFOREMENTIONED 8.243 ACRE TRACT FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, SOUTH 43°42'32" WEST, ALONG A COMMON LINE BETWEEN SAID 14.81 ACRE TRACT AND SAID 8.243 ACRE TRACT, AT A DISTANCE OF 362.48 FEET PASSING A FOUND 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN [illegible] INC.", MARKING AN EXTERIOR CORNER OF SAID 14.81 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 8.243 ACRE TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 630.00 FEET TO A SET 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER, INTO, AND ACROSS SAID 8.243 ACRE TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

SOUTH 46°17'28" EAST, A DISTANCE OF 115.00 FEET TO A SET 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING A POINT OF CURVATURE TO THE LEFT FOR OF THE HEREIN DESCRIBED TRACT;

WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A DELTA ANGLE OF 90°00'00", WITH A CHORD BEARING OF NORTH 88°42'32" EAST, AND A CHORD LENGTH OF 21.21 FEET TO A SET 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING A POINT OF TANGENCY FOR THE HEREIN DESCRIBED TRACT;

SOUTH 46°17'28" EAST, A DISTANCE OF 60.00 FEET TO A SET 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING A POINT OF CURVATURE TO THE LEFT FOR THE HEREIN DESCRIBED TRACT;

WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A DELTA ANGLE OF 90°00'00", WITH A CHORD BEARING OF SOUTH 01°17'28" EAST, AND A CHORD LENGTH OF 21.21 FEET TO A SET 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING A POINT OF TANGENCY FOR THE HEREIN DESCRIBED TRACT;

SOUTH 46°17'28" EAST, A DISTANCE OF 250.00 FEET TO A SET 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING A POINT OF CURVATURE TO THE LEFT FOR THE HEREIN DESCRIBED TRACT;

WITH A NON-TANGENT CURVE TURNING TO THE LEFT HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A DELTA ANGLE OF 90°00'00", WITH A CHORD BEARING OF NORTH 88°42'32" EAST, AND A CHORD LENGTH OF 21.21 FEET TO A SET 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC."ALONG A NORTHEAST LINE OF SAID 8.243 ACRE TRACT MARKING A POINT OF TANGENCY FOR THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 46°17'28" EAST, ALONG A NORTHEAST LINE OF SAID 8.243 ACRE TRACT, A DISTANCE OF 60.00 FEET TO A SET 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 8.243 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES.

SOUTH 43°42'32" WEST, A DISTANCE OF 42.50 FEET TO A SET 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC." MARKING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

## METES AND BOUNDS DESCRIPTION

SOUTH 46°17'28" EAST, A DISTANCE OF 130.00 FEET TO A SET 5/8" STEEL REBAR WITH YELLOW PLASTIC CAP STAMPED "URBAN SURVEYING INC."ALONG A SOUTHEAST LINE OF SAID 8.243 ACRE TRACT AND SAME BEING THE NORTHWEST LINE OF LOT 9, BLOCK 18 OF SAID TERRAVISTA SUBDIVISION - PHASE VII-A FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 43°42'32" WEST, ALONG THE SOUTHEAST LINE OF SAID 8.243 ACRE TRACT, WITH THE NORTHWEST BOUNDARY LINE OF SAID TERRAVISTA SUBDIVISION - PHASE VII-A, A DISTANCE OF 138.96 FEET TO THE POINT OF BEGINNING, CONTAINING WITHIN THESE METES AND BOUNDS A 12.309 ACRE TRACT OF LAND.

BEARINGS ARE BASED ON BEARINGS OF RECORD RECORDED IN INSTRUMENT NO. 201213729 OF THE OFFICIAL RECORDS OF VICTORIA COUNTY, TEXAS.

THE FOREGOING LEGAL DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION IN APRIL, 2019 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

## SURVEYOR'S CERTIFICATE/ ENGINEER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, TERRY T. RUDDICK, DO HEREBY CERTIFY THAT I MADE AN ACTUAL AND ACCURATE SURVEY OF THE PLATTED LAND, AND THAT THE CORNER MONUMENTS SHOWN ON THE FOREGOING PLAT WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION AND [illegible] THE CITY OF [illegible] TEXAS.

[illegible] T. [illegible] R.P.L.S. LAND SURVEYOR
TEXAS REGISTRATION NO. 4943

11/13/2019

URBAN SURVEYING, INC.
FIRM NO. 10021100
2004 N. COMMERCE ST
VICTORIA, TX 77901
(361) 578-9836

STATE OF TEXAS
REGISTERED
TERRY T. RUDDICK
4943
PROFESSIONAL LAND SURVEYOR

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, RAY M. BRIDGES, DO HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT ORDINANCE OF [illegible] OF VICTORIA, TEXAS.

RAY M. [illegible] P.E., R.P.
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 68789

11/13/2019

URBAN ENGINEERING
2004 N. COMMERCE ST
VICTORIA, TX 77901
(361) 578-9836

STATE OF TEXAS
RAY M. [illegible] DGES
68789
PROFESSIONAL ENGINEER

## PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED THIS 20 DAY OF JUNE 2019 BY THE VICTORIA PLANNING COMMISSION OF THE CITY OF VICTORIA, TEXAS.

CHAIRMAN

SECRETARY

## CERTIFICATE OF OWNERSHIP AND DEDICATION

THE STATE OF TEXAS
COUNTY OF VICTORIA

THIS IS TO CERTIFY THAT I(WE), LANDMARK RESIDENTIAL DEVELOPMENT, LTD. A(AN)(ARE) THE LEGAL OWNER(S) OF THE LAND SHOWN ON THIS PLAT, BEING THE TRACT OF LAND AS CONVEYED TO ME(US) BY INSTRUMENT NO. 201311207, 201513185, & 201900727 OF THE OFFICIAL RECORDS OF VICTORIA COUNTY, TEXAS, AND DESIGNATED HEREIN AS TERRAVISTA SUBDIVISION - PHASE X IN THE CITY OF VICTORIA, TEXAS.

FURTHER, I(WE), THE UNDERSIGNED, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN ON THIS PLAT FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

STEVE KLEIN, MANAGER
404 BALL AIRPORT RD.
VICTORIA, TEXAS 77904

THE STATE OF TEXAS
THE COUNTY OF Victoria

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED STEVE KLEIN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15 DAY OF January A.D. 2020

NOTARY PUBLIC, STATE OF TEXAS

MELISSA PARKS
Notary Public, State of Texas
Notary ID # 11089001-0
My Commission Expires
November 05, 2021

## PROPORTIONAL EXACTION FINDING CERTIFICATION

AFTER REVIEWING THE DEDICATIONS AND IMPROVEMENTS REQUIRED BY THIS ORDINANCES OF THE CITY OF VICTORIA CODE, AND THE CITY OF VICTORIA'S ADOPTED MASTER PLANS FOR THE APPROVAL OF THIS SUBDIVISION, I HAVE DETERMINED AND APPROVED THAT THE DEVELOPER'S PORTION OF THE CITY'S REQUIRED COSTS FOR THE CITY'S APPROVAL OF THIS PROPERTY DEVELOPMENT PROJECT DOES NOT EXCEED AN AMOUNT THAT WOULD BE ROUGHLY PROPORTIONATE TO THIS PROPOSED PROPERTY DEVELOPMENT PROJECT

1-23-2020

STATE OF TEXAS
KENNETH E. GILL
64022
REGISTERED
PROFESSIONAL ENGINEER

FILED FOR RECORD
January 28, 2020

HEIDI EASLEY, COUNTY CLERK
VICTORIA COUNTY TEXAS
REFERENCE FILE # 202000952

BY Ronnie Orsak , DEPUTY

URBAN engineering
Tel (361) 578-9836
Fax (361) 576-9836
www.urbanvictoria.com
2004 N. Commerce
Victoria, Texas 77901
TREF# F-160

FINAL PLAT

# TerraVista Subdivision - Phase X

BEING 12.309 ACRE TRACT OF LAND SITUATED IN THE JOSE L. CARBAJAL GRANT, ABSTRACT 12, VICTORIA COUNTY, TEXAS AND BEING OUT OF PORTIONS OF LOTS 7, 8, 9 AND 10, BLOCK 15 OF THE LEVI CO. SUBDIVISION AS RECORDED IN VOLUME 59, PAGE 506 OF THE DEED RECORDS OF VICTORIA COUNTY, TEXAS, BEING THE REMAINING PORTION OF A CALLED 5.926 ACRE TRACT OF LAND AS CONVEYED FROM LANDMARK RESIDENTIAL HOLDINGS, LTD. TO LANDMARK RESIDENTIAL DEVELOPMENT, LTD. ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NO. 201311207 OF THE OFFICIAL RECORDS OF VICTORIA COUNTY, TEXAS, AND THE REMAINING PORTION OF A CALLED 14.81 ACRE TRACT OF LAND AS CONVEYED FROM LANDMARK RESIDENTIAL HOLDINGS, LTD. TO LANDMARK RESIDENTIAL DEVELOPMENT, LTD. ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NO. 201513185 OF THE OFFICIAL RECORDS OF VICTORIA COUNTY, TEXAS, AND A PORTION OF TRACT II, A CALLED 8.243 ACRE TRACT OF LAND AS CONVEYED FROM LANDMARK RESIDENTIAL HOLDINGS, LTD. TO LANDMARK RESIDENTIAL DEVELOPMENT, LTD. ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NO. 201900727 OF THE OFFICIAL RECORDS OF VICTORIA COUNTY, TEXAS, SAID 12.309 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PLAT IS FILED FOR [illegible]
IN VOL. 9 PG [illegible]
OF THE PLAT RECORDS OF
VICTORIA COUNTY TEXAS.

COV PLAT FILE NO. 1901502

DATE 01/13/20

JOB NUMBER E19300.09