



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
LAKE VICTOR SUBDIVISION, BURNET COUNTY, TEXAS**

THIS DECLARATION is made by Western River View Investments, Inc. (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property referred to in Article II hereof (the "Property") and desires to create thereon a residential community; and

WHEREAS, Declarant desires to provide for, among other matters, the preservation of the values and amenities in said community desires to subject the real property referred to in Article II to the covenants, conditions, restrictions hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof; and

NOW, THEREFORE, Declarant declares that the real property referred to in Article II is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements (sometimes referred to herein as the "Covenants and Restrictions") hereinafter set forth.

**ARTICLE I:
DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

"Declarant" shall mean and refer to Western River View Investments, Inc. and the successors and assigns (if any) of such entity, if such successors or assigns should acquire more than one undeveloped Lots from the Declarant for the purposes of development and specifically sold the development rights of remaining lots. No person or entity purchasing one or more Lots from the Declarant in the ordinary course of business shall be considered as "Declarant."

"Lot" shall mean and refer to any tract or subdivided tract within the Property as herein described and as referenced in the .

"Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration. Each Lot shall have one single vote as an Owner, to be determined by the Lot Owner how that vote is cast. If

no agreement can be timely reached, that Owner will waive its right to vote on a particular request.

"Property" shall mean and refer to the real property subject to this Declaration as more particularly described in Article II.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

The Property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Burnet County, State of Texas, and is more particularly described in "Exhibit A" attached hereto and incorporated herein by reference for all purposes.

ARTICLE III: USE OF PROPERTY AND LOTS - PROTECTIVE COVENANTS

The Property and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied, and used as follows:

3.01 Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for single family residential and recreational purposes only. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any lot for a duplex apartment, short term leasing for less than six months, or other apartment use.

3.02 Minimum Lot Area. No Lot shall be re-subdivided; provided, however, that Declarant shall have and reserves the right, at any time, or from time to time, to effect a re-subdivision or reconfiguration of any Lots in the Property then owned by Declarant, so long as such replat results in each re-subdivided Lot containing not less than the minimum lot size prescribed by this document.

3.03 Combining Lots. Subject to compliance with all applicable laws, ordinances, rules, and regulations, any person owning two or more adjoining Lots may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefor being approved as set forth in this Declaration) and such other improvements as are permitted herein. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration. Any such consolidation shall give consideration to easements and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining of portions of Lots into a single building site is prohibited.

3.04 Setback Requirements. No structure may be placed within the following minimum setback lines without prior written approval of the Declarant: (a) one hundred (100) feet from the front Lot line; (b) twenty five (25) feet from each side Lot line; and (c) twenty five (25) feet from the rear Lot line.

3.05 Drainage. Neither the Declarant nor its successors or assigns, shall be liable for any loss of use of, or damage done to any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot whatsoever in the Property caused by any water levels, rising waters, or drainage waters.

3.06 Construction Requirements.

(a) The exterior surface of all residential dwellings shall be constructed of wood, stone, metal or masonry. Acceptable construction includes the primary residence, barndominiums, private use garages and workshops.

(b) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot shall be completed not later than THREE HUNDRED AND SIXTY (360) days following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set. No residence may be lived in or occupied until the residence is 100% complete in accordance with the construction plans.

3.07 Trash Receptacles and Collection. Each Lot Owner shall make or cause to be made appropriate arrangements for collection and removal of garbage and trash on a regular basis. All Lots shall at all times be kept in a healthful, sanitary, and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk, or other waste matter. All trash, garbage, or waste matter shall be kept in adequate "animal proof" containers which shall be constructed of metal or plastic materials, with tightly-fitting lids, and which shall be maintained in a clean and sanitary condition.

3.09 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. Any tractor, truck, bus, boat, boat trailer, trailer, mobile home, campmobile, camper, or any vehicle other than a conventional automobile shall, if brought within the Property, be stored, placed, or parked within the garage of the appropriate Lot Owner or concealed from view by other Lot Owners. Such vehicles described may not be used as living quarters at any time. No dismantling or assembling of motor vehicles or other machinery or equipment shall be performed on any portion of the Property except inside a closed garage or storage building or behind fences, walls, or landscaping so as not to be visible by other Lot Owners or from any Common Area. No dirt bikes or vehicles with excessive noise may be used on the Property.

3.11 Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance, noise disturbance or nuisance to the other Lot Owners.

3.13 Permitted Agricultural Uses. Upon prior approval by the Declarant, certain agricultural uses may be allowed. However, no feed lot shall be allowed, nor shall any commercial livestock operations be allowed (specifically including the raising of game or fighting roosters). Livestock may be kept and maintained on each Lot in numbers not to exceed: (a) one (1) animal for each two (2) acres for horses and cattle; and (b) one (1) animal for each one (1) acre for sheep and goats. No more than five agricultural (5) animals shall be allowed on any Lot, excluding poultry. Chickens, duck, geese or other poultry shall be allowed if they are contained within a pen placed behind fences, walls, or landscaping so as not to be visible by other Lot Owners and do not become an annoyance to adjacent Lot Owners. Temporary animals raised by the property owner or their immediate family for 4H or FFA are exempt from these limits.

ARTICLE IV GENERAL PROVISIONS

4.01 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date that this Declaration is recorded in the office of the County Clerk of Burnet County, Texas, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to case seventy percent (70%) of the votes of the Declarant in the aggregate has been recorded in the Deed Records of Burnet County, Texas, agreeing to abolish or terminate these Covenants and Restrictions.

4.02 Amendments. Notwithstanding Section 4.01 of this Article, this Declaration may be amended and/or modified as follows:

- (a) By Declarant, so long as Declarant still owns any Lots;
- (b) By 75% of the Lot Owners, provided Declarant no longer owns any Lots.

Any and all amendments, if any, shall be recorded in the office of the County Clerk of Burnet County, Texas. Notwithstanding the prior provisions of this Section 4.02 the Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for non-substantive clarification only.

4.03 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by any Lot Owner against any person or persons violating or attempting to violate them other than Declarant, and may recover damages or injunctive relief; and

failure by the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. After Declarant has sold 85% of the Lots, a majority of the Lot Owners may assign enforcement and interpretation rights to a non-profit corporation of its choosing for enforcement against Lot Owners other than the Declarant. Such Lot Owners may amend this Declaration to provide the name of said enforcement/interpretation non-profit corporation after Declarant sells its last Lot.

4.04 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

4.05 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

4.06 Notices to Member/Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Owner on the records of the Declarant and tax appraisal district at the time of such mailing.

4.07 Notices to Mortgagees. If a holder of a mortgage on a Lot shall notify the Declarant of its address and the identity of the Lot and Owner covered by and granting such mortgage, then such holder(s) shall be entitled to receive written notification from the Declarant / Enforcement Corporation of any default by such Owner in the performance of such Owner's obligation(s) as established by this Declaration.

4.08 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration shall be determined by the Declarant in its sole discretion. After Declarant sells all of its Lots, interpretation shall be determined by a Majority of the Owners if no Enforcement Corporation has been adopted by the Owners.

4.09 Termination of and Responsibility of Declarant. If Declarant shall convey all of its right, title, and interest in and to the Property or assign all its rights, benefits, and obligations as Declarant hereunder to any partnership, individual or individuals, or corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, or corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

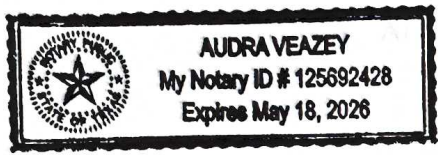
3 IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day of February, 2006.

Western River View Investments, Inc. a Texas Corporation

BY: 
Jim Collins, President

STATE OF TEXAS §
 §
COUNTY OF Lampasas §

This instrument was acknowledged before me on the 3 day of FEB, 2026 by Jim Collins as President of Western River View Investments, Inc. , a Texas Corporation, as Declarant.



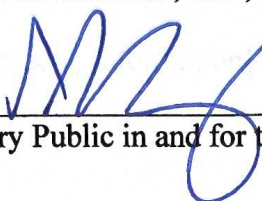

Notary Public in and for the State of Texas

EXHIBIT "A"

PROPERTY DESCRIPTION

[Insert metes and bounds description of the Property]

Also insert Plat Recording Information]

EXHIBIT "A"

DESCRIPTION OF 106.12 ACRES, MORE OR LESS, OUT OF THE JAMES B. ALLEN SURVEY, ABSTRACT NO. 5, THE T. & N.O. RAILROAD COMPANY SURVEY, ABSTRACT NO. 915, AND THE AUGUSTINE BOWLES SURVEY, ABSTRACT NO. 1025, IN BURNET COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 104.165 ACRE TRACT CONVEYED TO GLEN M. MILLER BY SPECIAL WARRANTY DEED AND RECORDED IN VOLUME 370, PAGE 676, DEED RECORDS BURNET COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN 2.59 ACRE TRACT CONVEYED TO GLEN M. MILLER BY WARRANTY DEED AND RECORDED IN DOCUMENT NO. 202307451, OFFICIAL PUBLIC RECORDS BURNET COUNTY, TEXAS, SAID 106.12 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING for reference at a ½ inch iron rod found for the southwest corner of said 104.165 acre tract, said point being the northwest corner of that certain 121.695 acre tract conveyed to Douglas W. Warner by Special Warranty Deed and recorded in Volume 370, Page 673, Deed Records Burnet County, Texas, same being a point on the east line of that certain 50.54 acre tract conveyed to Jerry W. Roys by Warranty Deed and recorded in Document No. 201002981, Official Public Records Burnet County, Texas, same being the southwest corner of that certain 7.50 acre tract conveyed to Douglas W. Warner by Warranty Deed and recorded in Document No. 202307452, Official Public Records Burnet County, Texas;

THENCE, North 00°47'46" West, coincident with the common line of said 7.50 acre tract and of said 50.54 acre tract, a distance of **597.80** feet to a ½ inch iron rod found with a plastic cap stamped "WILLIS" for the northwest corner of said 7.50 acre tract, this point being the **POINT OF BEGINNING** and having Grid Coordinates of N(Y) 10304511.121, E(X) 2966761.818, United States State Plane Coordinate System, Texas Central Zone 4203, NAD83, for the southwest corner of the herein described tract;

THENCE, North 00°47'24" West coincident with the east line of said 50.54 acre tract and that certain 183.06 acre tract conveyed to James Roppolo and Patricia Roppolo by Warranty Deed and recorded in Document No. 201504496, Official Public Records Burnet County, Texas, and the west line of said 104.165 acre tract, a distance of **2961.14** feet to a 60D nail found at a cedar fence post for the northwest corner of said 104.165 acre tract, said point being an exterior corner of that certain 313.1 acre tract conveyed to M.D. Abel Co. by Warranty Deed and recorded in Document No. 201201956, Official Public Records Burnet County, Texas, same being a corner of that certain 601 acre tract conveyed to Lori Ann Clendennen by Life Estate by Deed with Reserved Enhanced Life Estate and recorded in Document No. 201904763, Official Public Records Burnet County, Texas, and for the northwest corner of said and for the northwest corner of the herein described tract;

THENCE, coincident with the common line of said 104.165 acre tract and said 601 acre tract, the following two (2) courses and distances;

1. **South 85°34'41" East, 1356.17** feet to a ½ inch iron rod found, for an interior corner of the herein described tract;
2. **North 69°55'35" East, 3.30** feet to a ½ inch iron rod found with a plastic cap stamped "WILLIS" on the west line of that certain 50.27 acre tract conveyed to Texas Materials Group, Inc. by Deed Without Warranty and recorded in Document No. 202401476 Deed Records Burnet County, Texas, same being the west right of way line Georgetown Railroad as established by Donald Sherman when surveying said 2.59 acre tract, and for the northeast corner of the herein described tract

THENCE, coincident with the common lines of said 104.165 acre tract and said 50.27 acre tract, the following five (5) courses and distances;

1. **South 10°41'00" East, 833.29** feet to a cedar fence post found for an interior corner of the herein described tract;
2. **North 79°15'05" East, 25.05** feet to a ½ inch iron rod found with a plastic cap stamped "WILLIS" for an exterior corner of the herein described tract;



3. **South 10°41'01" East, 799.82** feet to a ½ inch iron rod found with a plastic cap stamped "WILLIS" at the beginning of a curve to the right, for an exterior corner of the herein described tract;
4. along a curve to the right, having an arc distance of **912.14** feet, a delta angle of **09°12'06"**, a radius of **5679.58** feet, a chord that bears, **South 06°04'58" East, 911.16** feet to a ½ inch iron rod found with a plastic cap stamped "WILLIS" for the northeast corner of said 2.59 acre tract, and for an exterior corner of the herein described tract;
5. along a curve to the right, having an arc distance of **327.21** feet, a delta angle of **03°18'03"**, a radius of **5679.58** feet, a chord that bears, **South 00°11'44" West, 327.16** feet to a ½ inch iron rod found with a plastic cap stamped "WILLIS", said point being the southeast corner of said 2.59 acre, same being a point on the east line of said 121.695 acre tract, and for the southeast corner of the herein described;

THENCE, South 89°12'18" West, coincident with the south line said 2.59 acre tract, a distance of **644.59** feet to a ½ inch iron rod found with a plastic cap stamped "WILLIS" in the center of County Road 206, said point being the common corner of said 7.50 acre tract, said 2.59 acre tract, said 104.165 acre tract, and said 121.695 acre tract, and for an angle corner of the herein described tract;

THENCE, South 89°12'20" West, coincident with the north line said 7.50 acre tract, a distance of **1092.78** feet to the **POINT OF BEGINNING**, containing **106.12 acres**, more or less, within these metes and bounds;

Reference the attached sketch marked EXHIBIT " _ "

BASIS OF BEARINGS: GRID NORTH, UNITED STATES STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NAD83, GRID DISTANCES RECITED HEREIN.

I HEREBY CERTIFY THAT THESE FIELD NOTES WERE PREPARED FROM AN ON THE GROUND SURVEY MADE UNDER MY SUPERVISION.

Prepared By: HARP LAND SURVEYING
FIRM NO. 10194690

Aaron J. Harp 5/05/2025
Aaron J. Harp Date
Registered Professional Land Surveyor No. 6830



M.D. ABEL CO.
WARRANTY DEED
(313.1 ACRES) DOC. NO. 201201806 OPRBCT

DEED WITH REMOVED ENHANCED LIFE ESTATE
(801 ACRES) DOC. NO. 201804763 OPRBCT

BURNET COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 104.166 ACRES TRACT
BY SPECIAL WARRANTY DEED AND RECORDED IN VOLUME 370, PAGE 676, DEED RECORDS BURNET COUNTY, TEXAS,
AND BEING ALL OF THAT CERTAIN 2.59 ACRE TRACT CONVEYED TO GLEN M. MILLER BY WARRANTY DEED, AND
RECORDED IN DOCUMENT NO. 202307451, OFFICIAL PUBLIC RECORDS BURNET COUNTY, TEXAS.

AUGUSTINE BOWLES SURVEY
ABSTRACT NO. 1025

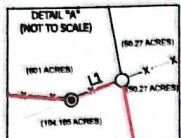
T. & N.O. R.R. CO. SURVEY
ABSTRACT NO. 915

JAMES B. ALLEN SURVEY
ABSTRACT NO. 5

LEGEND

- Iron Rod Found
- Cedar Fence Post Found
- 80D Nail Found at Cedar Fence Post
- Iron Rod Found with Cap "WILLIS"
- Down Guy Anchor
- Fence
- Utility Service Pole
- Overhead Electric
- Record Information
- RPRBCT Real Property Records Burnet County, Texas
- OPRBCT Official Public Records Burnet County, Texas
- DRBCT Deed Records Burnet County, Texas
- ORBCT Official Records Burnet County, Texas
- PRBCT Plat Records Burnet County, Texas

LINE TABLE		
NUM	BEARING	DISTANCE
L1	N69°55'35"E	3.30'
(L1)	N69°28'42"E	3.30'
L2	N79°15'05"E	25.05'
(L2)	N79°19'00"E	25.00'



106.12 ACRES

GLEN M. WARNER
SPECIAL WARRANTY DEED
(104.166 ACRES) VOL. 370, PG. 676 DRBCT

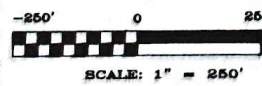
JAMES ROPPOLO & PATRICIA ROPPOLO
WARRANTY DEED (183.98 ACRES)
DOC. NO. 20180468 OPRBCT

JERRY W. ROYS
WARRANTY DEED (63.54 ACRES)
DOC. NO. 20180468 OPRBCT

DOUGLAS W. WARNER
WARRANTY DEED
(7.50 ACRES) DOC. NO. 202307452 OPRBCT

DOUGLAS W. WARNER
SPECIAL WARRANTY DEED
(121.686 ACRES) VOL. 370, PG. 673 DRBCT

CURVE TABLE				
NUM	DELTA	ARC	RADIUS	BEARING
C1	08°12'08"	912.14'	5679.58'	S06°04'33"E
C2	03°18'03"	327.21'	5679.58'	S00°11'44"W



NOTES:

1. NO PORTION OF THIS PROPERTY SHOWN HEREON IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDAED BY THE 100 YEAR (1% CHANCE) FLOOD, AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48053C0200G, DATED NOVEMBER 1, 2019, FOR BURNET COUNTY, TEXAS.
2. THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY.
3. BEARING BASIS IS GRID NORTH, UNITED STATES PLANE COORDINATE SYSTEM, TEXAS, SOUTH CENTRAL ZONE 4204, NAD83, BEARING, DISTANCES, AND AREA SHOWN HEREON ARE GRID.
4. POINT OF BEGINNING FOR 1.003 ACRE TRACT AND HAVING GRID COORDINATES OF N(Y) 10304511.121, E(X) 2966761.814, UNITED STATES STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NAD83.
5. EASEMENT, BUILDING LINES AND/OR CONDITIONS OF RECORD AREAS PER GF NO. 20250403638-BU TEXAN TITLE INSURANCE COMPANY. Effective Date: April 28, 2025. Issued Date: April 28, 2025.

The following restrictive covenants of record itemized below. This exception is hereby deleted. 10a. Regulations and ordinances of Burnet County, The State of Texas and all departments and political subdivisions thereof, including Burnet County Subdivision Regulations, dated April 23, 2000, recorded in Volume 943, Page 389, and amended in Volume 963, Page 620, Volume 1043, Page 65, Volume 1377, Page 722, Clerk's File No. 201100417, and corrected in Clerk's File No. 201100547, OPRBCT. 10b. Access Easement granted to Lela Tomlinson set out in Volume 156, Page 558, DRBCT, AFFECTS

TO THE OWNER, LIENHOLDER, AND TITLE COMPANY, THE UNDERSIGNED DOES HEREBY CERTIFY THAT THE SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON AND TO THE BEST OF MY KNOWLEDGE IS CORRECT AND THERE ARE NO VISIBLE DISCREPANCIES, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS UTILITY LINES OR ROADS IN PLACE EXCEPT AS SHOWN HEREON AND SAID PROPERTY HAS ACCESS TO A DEDICATED ROADWAY SHOWN HEREON. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 4, LAND TITLE SURVEY.

ADDRESS: CR 206
BURNET, TEXAS 78611

LAND TITLE SURVEY



HARP LAND SURVEYING LLC
P.O. BOX 404
CEDAR PARK, TX 78630
harpurveying.com
FIRM NO. 10194650



AARON J. HARP
REGISTERED PROFESSIONAL LAND SURVEYOR #6830
5/05/2025
DATE

Vicinta Stafford, County Clerk
Burnet County, Texas