

  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
VISTA WEST**

STATE OF TEXAS                   §  
   §  
COUNTY OF TARRANT       §

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VISTA WEST (the “**Amendment**”) is made on the date of execution by LGI HOMES - TEXAS, LLC, a Texas limited liability company (the “**Association**”) as noted below.

WITNESSETH:

WHEREAS, Declarant caused to be recorded that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vista West on September 15, 2022 as Document No. D222227549 of the Official Public Records of Real Property of Tarrant County, Texas (as may be further amended or supplemented, the “**Declaration**”) which encumbers certain property located in Tarrant County, Texas and known as Vista Ridge subdivision (the “**Subdivision**”) as more particularly described therein;

WHEREAS, pursuant to Section 8.3(a) of the Declaration, Declarant has the unilateral right to amend the Declaration as necessary for the development of the Subdivision, in Declarant’s sole discretion; and

WHEREAS, Declarant desires to amend the Declaration as noted herein.

NOW, THEREFORE, Declarant hereby amends the Declaration as provided below:

1. **Bulk Rate Contracts**. The definition of Bulk Rate Contract is hereby added to Article I of the Declaration to provide as follows:

**Bulk Rate Contract** means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots and/or Property.

Further, Section 4.12 is hereby added to the Declaration to provide as follows:

Section 4.12 **Bulk Rate Contracts**. Declarant or the Association may at any time enter into any Bulk Rate Contract to provide utility services of any kind to the Subdivision with any service provider chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are owners or participants, directly or indirectly). The Bulk Rate Contract may be entered into on such terms and provisions as the

Board may determine in its sole and absolute discretion; provided, however, that the rates charged and services provided by such purveyor must be competitive in the market in which the Subdivision is located as determined by the Declarant or Association in its reasonable discretion. Declarant or the Association may, at its option and election, add the charges payable by such Owner under such Bulk Rate Contract to the Assessments against such Owner's Lot, not as part of the Annual Assessments or as a Special Assessment, but as an individual assessment against the Lot. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Declaration with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot which is reserved under the terms and provisions of this Declaration. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract, the Association may, upon written notice to such Owner, in addition to all other rights and remedies available, terminate as to such Owner's Lot, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner directly to the applicable service or utility provider.

2. Leasing. Section 3.2(a) of the Declaration is hereby restated to provide as follows:
  - a. Business or Commercial Enterprises.
    - i. No business or commercial enterprise shall be operated from or on any Lot, unless: (a) the existence and operation of the business or commercial enterprise is in no way evident or detectable from outside the Dwelling; (b) the business or commercial enterprise does not involve visitation to the Dwelling by clients, customers, suppliers or other business invitees or door-to-door solicitation of Residents; and (c) the business or commercial enterprise is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents as may be determined in the sole discretion of the Board. A day care business, home day care facility, nursing home, church, preschool, nursery, beauty parlor, barber shop and other similar facilities are expressly prohibited on a Lot.

- ii. Neither the leasing of a Lot and/or Dwelling, nor the operation of a leasing office servicing Lots in the Subdivision shall constitute a business or commercial enterprise within the meaning of this subsection. Notwithstanding anything in this Declaration to the contrary, the Declarant, any affiliate thereof, any successor or assign of any such entity, and any property manager of any of the foregoing may build and use a model home whether for sales or leasing at any time and shall be permitted to have one (1) sign not larger than three feet by four feet (3' x 4') in front of such entity's leasing office. For the avoidance of doubt, Declarant may execute and record an assignment or instrument declaring any party to have rights pursuant to this paragraph. In relation to any lease of a Lot or Dwelling, the Association may request the following information: (1) contact information, including the name, mailing address, phone number, and email address of each person who will reside at Lot under a lease; and (2) the commencement date and term of the lease. Notwithstanding any other amendment provision of this Declaration or any Document of the Association, any adopted or amended Document of the Association including any amendment to the Declaration that may affect, touch on, or relate to the right and authority to lease a Lot in the Subdivision and/or operate a leasing office or model, as described above, shall be ineffective without the prior written consent of Declarant, any affiliate thereof, any successor or assign of any such entity, or any property manager of any of the foregoing if such party is actively operating a leasing enterprise within the Subdivision. No general assignment of Declarant rights to the Association shall transfer the rights of this subsection, and the same shall remain with the party imbued with such rights until they are specifically assigned by such party or this Declaration terminates. To the extent this subsection conflicts with any other provision in the Declaration or Document, this subsection shall control.

Further, the first sentence of the second paragraph of Section 4.7(a) of the Declaration is hereby restated to provide as follows:

Notwithstanding anything herein to the contrary, neither Declarant nor any affiliate of Declarant will never be required to pay Assessments for any Lots such entity may own, and Declarant may further designate other non-individual homeowners (*i.e.* other entities which do not reside at the Lot in question) as parties who are not required to pay Assessments.

3. Miscellaneous.

- a. The definition of Annexable Area is hereby deleted from the Declaration.

- b. The Declaration is amended such that any use restricting the Lots to “single family residential” or like phrases is amended to “residential use” but not multi-family use.
  - c. Declarant hereby declares that up to 1,500 Lots may be created and made subject to the Declaration.
4. General. In the event of any conflict or inconsistency between the terms and provisions contained in this Amendment and those set forth in the Declaration, this Amendment shall control. The Declarant hereby ratifies and affirms the Declaration, as amended hereby, and declares the same to be in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this 18 day of August, 2025.

**ASSOCIATION:**

LGI HOMES - TEXAS, LLC,  
a Texas limited liability company

By: [Signature]  
Name: Elaine Torres  
Title: Officer

STATE OF TEXAS                   §  
  §  
COUNTY OF Collin           §

BEFORE ME, the undersigned authority on this 18<sup>th</sup> day of August, 2025, personally appeared Elaine Torres, \_\_\_\_\_ of LGI HOMES - TEXAS, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.



[Signature]  
Notary Public, in and for the State of Texas