

2003-063882

329-10-1008

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LEGENDS RANCH, SECTION ONE (1)
A SUBDIVISION IN MONTGOMERY COUNTY, TEXAS**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LEGENDS RANCH, SECTION ONE (1)
A SUBDIVISION IN MONTGOMERY COUNTY, TEXAS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THIS DECLARATION, made on the date hereinafter set forth by LAND TEJAS DEVELOPMENT LEGENDS RANCH, LTD., a Texas limited partnership.

WITNESSETH:

WHEREAS, LAND TEJAS DEVELOPMENT LEGENDS RANCH, LTD., a Texas limited partnership (the "Developer"), is the owner of those certain property known as Legends Ranch, Section One (1), according to the map or plat thereof recorded in Cabinet T Sheet 111 and under County Clerk's File Number 2003002705 of the Map Records of Montgomery County, Texas ("Section One"); and

WHEREAS, the Developer desires to impose the following Covenants, Conditions and Restrictions upon Section One.

NOW THEREFORE, the Developer hereby declares that Section One shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall constitute covenants running with, Section One, shall be binding on all parties having any right, title or interest in Section One or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and the Property Owners Association of Legends Ranch (the "Association").

ARTICLE I.
DEFINITIONS

SECTION 1.1 **"ASSESSMENTS"** shall mean and refer to (1) Annual Assessments or charges; (2) Special Assessments for such assessments to be established and collected as hereinafter provided; (3) Section Assessments; (4) any charge back for costs, fees, expenses, fines, attorney's incurred or authorized by the Declaration or by the Association in connection with enforcement of these Declarations, the Association By-Laws, or rules and regulations or by law; and (5) any other charges authorized by this Declaration (including Adopt a School Assessments and Transfer Fees defined in Article V).

SECTION 1.2 **"ASSOCIATION"** shall mean and refer to Property Owners Association of Legends Ranch, a Texas non-profit corporation, its successors and assigns.

SECTION 1.3 **"ASSOCIATION WALL(S)"** shall mean and refer to those walls constructed or caused to be constructed by Developer on all Lots forming the perimeter of the Property, and those walls designated as Association Walls by this Declaration or Supplemental Declarations. For the purpose of this Declaration, Association Walls will be located on (i) the rear of Lots One (1) through Twenty-Five (25) inclusive in Block One (1) and Lots One (1) through Three (3) inclusive (excluding the portion of the rear of Lot Three (3) reflected as "L3" on the Plat of Block Two (2) of Section One; (ii) the most westerly side Lot line of Lots Six (6) and Five (5) in Block One (1) of Section One; (iii) the most southerly side Lot lines of Lots One (1) and Five (5) in Block Two (2) of Section One; (iv) the most northerly side Lot line of Lot Twenty-Five (25) in Block One (1) of Section One; and (v) the most easterly side Lot line of Lot Five (5) in Block Two (2) of Section One.

SECTION 1.4 **"BOARD OF DIRECTORS" OR "BOARD"** shall mean and refer to the Board of Directors of the Association.

SECTION 1.5 **"BUILDER(S)"** shall mean any person, firm or entity, which purchases a developed lot(s) for the purpose of constructing a new dwelling unit for sale to the public.

SECTION 1.6 **"COMMITTEE"** shall mean and refer to the Architectural Control Committee for the Property or any person or persons to whom the Architectural Control Committee delegates such responsibility provided for in Article II hereof.

SECTION 1.7 **"COMMON AREA"** shall mean property owned by or under the control or jurisdiction of the Association for the common use and benefit of the Owners, together

with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of plats of the Property filed of record, and/or by virtue of prior grants or dedications. References herein to the "Common Area" shall mean and refer to Common Area as defined respectively in this Declaration and any Supplemental Declarations. "Common Area" shall also mean and refer to all existing and subsequently provided improvements upon or within the Common Area except those as may be expressly excluded herein. The term "Common Area" may include, but not necessarily be limited to, the following: structures for recreation, swimming pools, playgrounds, structures for storage protection of equipment, fountains, statuary, sidewalks, gates, streets, fences, landscaping, and other similar and appurtenant improvements. The Association may issue rules and regulations for use, maintenance, and operation of the Common Areas.

SECTION 1.8 "DECLARATION" shall mean this "Declaration of Covenants, Conditions and Restrictions for Legends Ranch, Section One (1) A Subdivision in Montgomery County, Texas".

SECTION 1.9 "DEVELOPER" shall mean and refer to LAND TEJAS DEVELOPMENT LEGENDS RANCH, LTD., a Texas limited partnership, a Texas limited partnership, its successors and assigns so designated in writing by LAND TEJAS DEVELOPMENT LEGENDS RANCH, LTD., a Texas limited partnership.

SECTION 1.10 "DEVELOPER CONTROL PERIOD" shall mean the earliest of the dates when (a) the last vacant Lot in the Property is sold to an Owner, other than the Developer or a Builder, or (b) Declarant by written notice to the Board notifies the Board of its decision to end the Developer Control Period.

SECTION 1.11 "LAKE LOT(S)" shall mean any Lot, which shares any common boundary with a Lake or with a Reserve that is located between the Lake and a Lot.

SECTION 1.12 "LAKE(S)" shall mean any body of permanent water, being either a natural lake or artificial/man made flood control lake or detention area.

SECTION 1.13 "LANDSCAPE AREA(S)" shall mean and refer to all Common Areas located:

- (a) within all esplanades located upon or within or adjacent to major thoroughfares located in the Property;
- (b) within the restricted Reserves on the Plat;

- (c) between the outside edge of the paving of the roadway of any major thoroughfare within the Property and the right-of-way line thereof; and
- (d) project identity tracts located at any street intersection in the Property.

SECTION 1.14 "LOT(S)" shall mean and refer to any subdivided parcel of land designated as a Lot or Lots shown upon any recorded or Plat of any portion of the Property, including Villa Lots, with the exception of property designed thereon as "Public Streets," "Private Streets," "Reserves," "Commercial Reserves," "Unrestricted Reserves," "Common Area," or "Recreational Areas," if any.

SECTION 1.15 "OWNER(S)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or parcel of land which is a part of the Property, including executory contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 1.16 "PLAT(S)" shall mean and refer to the various plat(s) of the Property recorded in the Map Records of Montgomery County, Texas.

SECTION 1.17 "PRIMARY ENTRANCE ACCESS ROAD(S)" shall mean and refer to Canyon Ranch Drive.

SECTION 1.18 "PROPERTY" shall mean and refer to: (a) that certain real property first hereinabove described as the "Section One", and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 1.19 "RECREATIONAL AREA(S)" shall mean all Common Areas used specifically for recreational purposes by Owners, their families and invitees.

SECTION 1.20 "RESERVE LOT(S)" shall mean any Lot having any common boundary with a Reserve or Common Area, recreational green space, Property project identity signs or landscaping.

SECTION 1.21 "RESERVE(S)" shall mean any real property reflected as a reserve on a Plat.

SECTION 1.22 "SECTION(S)" shall mean and refer to the individual Sections or Subdivisions (according to the Plats thereof) that are defined as a part of the Property in this Declaration or any Supplemental Declaration that makes the Section subject to the jurisdiction of the Association.

SECTION 1.23 "SUPPLEMENTAL DECLARATION(S)" shall mean and refer to the instruments filed of record and used to annex additional Sections into the jurisdiction of the Association.

SECTION 1.24 "VILLA" shall mean and refer to the attached single family dwelling (commonly referred to as a duplex) whose party wall must be constructed on the Villa Lot Common Line on a Villa Lot.

SECTION 1.25 "VILLA COMMON DRIVEWAY(S)" shall mean and refer to the common driveway shared by two (2) contiguous Villa Lots, which shall be poured over the Villa Lot Common Line. The Villa Common Driveway commences at the street and tapers to the entrances to the Villa Garage as measured at the doors to the Villa Garage.

SECTION 1.26 "VILLA GARAGE(S)" shall mean and refer to the attached garage constructed on a Villa Lot, whose party wall must be constructed on the Villa Lot Common Line.

SECTION 1.27 "VILLA LOT COMMON LINE(S)" shall mean and refer to the interior Lot line of a Villa Lot, upon which the party wall of a Villa or Villa Garage is located.

SECTION 1.28 "VILLA LOT(S)" shall mean and refer to Lots Six (6) through Eleven (11) inclusive in Block One (1) of Section One and such other Lots designated as Villa Lots in Supplemental Declarations.

ARTICLE II

ARCHITECTURAL CONTROL

SECTION 2.1 **ARCHITECTURAL CONTROL.** No buildings, landscaping, structures, improvements or fences of any character shall be erected or placed or the erection thereof begun, or changes made in the design, color, materials, size or additions, remodeling, renovation, replacement or redecoration of any portion of the exterior of any improvement on a Lot before or after original construction, until the construction plans, detailed specifications and survey or original plot plans showing the location of the structure or improvements have been submitted to and approved in writing by the Committee, or its duly authorized representative. Such written approval must be given for compliance with this Declaration, quality, type, and color of material, harmony of external design with existing and proposed structures and for location with respect to topography, setbacks, and finish grade elevation. All new construction shall be in accordance with the design guidelines for the Property, design guidelines for any Section in the Property, and this Declaration. In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents,

approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Approval by Committee non-response shall not apply to any request, which would (a) violate any setback or easement set out in the Declaration or recorded Plat, or (b) violate any express provision of this Declaration. Such requests shall be deemed to be automatically disapproved.

The Committee shall be comprised of three (3) members. Until the end of the Developer Control Period, the members of the Committee shall be appointed by the Developer and the Developer may from time to time, without liability of any character for so doing, remove and replace any such members of the Committee as it may in its sole discretion determine. THE DEVELOPER, THE COMMITTEE AND THE INDIVIDUAL MEMBERS THEREOF SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION IN PERFORMING OR PURPORTING TO PERFORM THE FUNCTIONS DELEGATED HEREUNDER. THE ASSOCIATION SHALL INDEMNIFY AND HOLD THE MEMBERS OF THE COMMITTEE HARMLESS FOR ANY CLAIMS AND SHALL INSURE THEM UNDER THE ASSOCIATION DIRECTORS' AND OFFICERS' LIABILITY INSURANCE POLICY.

Developer hereby retains its rights to assign all or part of the duties, powers and responsibilities of the Committee to the Association and its Board of Directors, and the term "Committee" herein shall include the Association, as such assignee. At the end of the Developer Control Period, all of the duties, powers and responsibilities of the Committee shall automatically be assigned to the Board of Directors without the need of any action on the part of the Developer. Anything contained in this section or elsewhere in this Declaration to the contrary notwithstanding, the Committee, and its duly authorized representatives, is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of this Declaration relating to the (a) type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and (b) location of any such building or improvement when, in the sole and final judgment and opinion of the Committee, or its duly authorized representative, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and its improvements as a whole.

In connection with its consideration of a request for an approval, modification, or a variance, the Committee may require the submission to it of such documents and items as it shall deem appropriate, including as examples, but without limitation, written request for and

description of the construction modification or variance requested (plans, specifications, plot plans, surveys, and samples of materials). If the Committee shall approve such request, the Committee may evidence such approval, and grant its permission, only by written instrument, addressed to the Owner of the Lot(s), expressing the decision of the Committee describing (when applicable) the conditions on which the application has been approved (including as examples, but without limitation, the type of alternate materials to be permitted and alternate fence height approved or specifying the location, plans and specifications applicable to an approved out building), and signed by a majority of the then members of the Committee (or by the Committee's duly authorized representative). Any request for a variance from the express provisions of this Declaration shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Committee, or (b) failure by the Committee to respond to the request for variance. In the event the Committee or any successor to the authority thereof shall not then be functioning and/or the term of the Committee shall have expired and the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted because of the Developer's intention that no variances be available except at the discretion of the Committee, or if it shall have succeeded to the authority of the Committee in the manner provided herein, the Association. The Committee shall have no authority to approve any variance except as expressly provided in this Declaration. The Committee or Association may charge a reasonable fee for review of all Architectural Control Applications ("Applications").

SECTION 2.2 **MINIMUM CONSTRUCTION STANDARDS.** The Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and the Committee shall not be bound thereby.

SECTION 2.3 **NO LIABILITY.** NEITHER THE COMMITTEE NOR THE ASSOCIATION OR THE RESPECTIVE AGENTS, EMPLOYEES AND ARCHITECTS OF EACH SHALL BE LIABLE TO ANY OWNER OR ANY OTHER PARTY FOR ANY LOSS, CLAIM OR DEMAND ASSERTED ON ACCOUNT OF THE ADMINISTRATION OF THIS DECLARATION OR THE PERFORMANCE OF THE DUTIES HEREUNDER, OR ANY FAILURE OR DEFECT IN SUCH ADMINISTRATION AND PERFORMANCE. THIS DECLARATION CAN BE ALTERED OR AMENDED ONLY AS PROVIDED HEREIN, AND NO PERSON IS AUTHORIZED TO GRANT EXCEPTIONS OR MAKE REPRESENTATIONS CONTRARY TO THE INTENT OF THIS DECLARATION. NO

APPROVAL OF PLANS AND SPECIFICATIONS AND NO PUBLICATION OF MINIMUM CONSTRUCTION STANDARDS SHALL EVER BE CONSTRUED AS REPRESENTING THAT SUCH PLANS, SPECIFICATIONS OR STANDARDS WILL, IF FOLLOWED, RESULT IN A PROPERLY DESIGNED IMPROVEMENT. SUCH APPROVALS AND STANDARDS SHALL IN NO EVENT BE CONSTRUED AS REPRESENTING OR GUARANTEEING THAT ANY RESIDENCE WILL BE BUILT IN A GOOD, WORKMANLIKE MANNER. THE APPROVAL OR LACK OF DISAPPROVAL BY THE COMMITTEE SHALL NOT BE DEEMED TO CONSTITUTE ANY WARRANTY OR REPRESENTATION BY SUCH COMMITTEE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR REPRESENTATION RELATING TO FITNESS, DESIGN OR ADEQUACY OF THE PROPOSED CONSTRUCTION OR COMPLIANCE WITH APPLICABLE STATUTES, CODES AND REGULATIONS. THE ACCEPTANCE OF A DEED TO A RESIDENTIAL LOT BY THE OWNER IN THE PROPERTY SHALL BE DEEMED A COVENANT AND AGREEMENT ON THE PART OF THE OWNER, AND THE OWNER'S HEIRS, SUCCESSORS AND ASSIGNS, THAT THE COMMITTEE AND THE ASSOCIATION, AS WELL AS THEIR AGENTS, EMPLOYEES AND ARCHITECTS, SHALL HAVE NO LIABILITY UNDER THIS DECLARATION EXCEPT FOR WILLFUL MISDEEDS.

SECTION 2.4 SINGLE FAMILY RESIDENTIAL CONSTRUCTION.

Excluding Villa Lots, no building shall be erected, altered or permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed two and one-half (2½) stories in height, a private garage for not more than three (3) cars and bona fide servants' quarters, which garage and any quarters shall not exceed the main residential dwelling in height and which may be occupied only by a member of the family occupying the main residential dwelling on the building site or by domestic servants employed on the premises. No building shall be erected, altered or permitted to remain on any Villa Lot other than one attached single-family residential dwelling (a Villa) not to exceed two and one-half (2½) stories in height and a one (1) story Villa Garage for not more than two (2) cars.

SECTION 2.5 MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS. The total living area on the ground floor of the main residential dwelling (exclusive of porches, garages and servants' quarters) shall be not less than one thousand (1,000) square feet for one-story dwellings on Villa Lots and not less than twelve hundred (1,200) square feet for one-story dwellings on all other Lots. The total living area for a multistory dwelling

(exclusive of porches, garages and servants' quarters) shall be not less than one thousand (1,000) square feet on Villa Lots and not less than fourteen hundred (1,400) square feet on all other Lots. The Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances when in the Committee's sole judgment such deviation would result in a more common beneficial use. Such approvals must be granted in writing and, when given, will become part of this Declaration to the extent of the particular Lot involved.

SECTION 2.6 **EXTERIOR MATERIALS.** On all Lots, excluding Villa Lots, the exterior materials of the main residential dwelling, any attached garage and any servants' quarters must be not less than fifty percent (50%) brick on the ground floor, with the remainder being either brick, masonry lap siding cement type products (such as Hardiplank or equal), or lap siding treated engineered siding products (such as Smartside Smartsystem by LP or equal), unless otherwise approved by the Committee. On all Villa Lots that are adjacent to a street with a sixty feet (60') right-of-way or greater, the Villa and Villa Garage must be not less than fifty percent (50%) brick on the ground floor, with the remainder being either brick, masonry, lap siding cement type products (such as Hardiplank or equal), or lap siding treated engineered siding products (such as Smartside Smartsystem by LP or equal), unless otherwise approved by the Committee. On all Villa Lots that are adjacent to a street with a right-of-way less than sixty feet (60'), the fifty percent (50%) brick requirement above shall not apply and exterior materials on these Villas and Villa Garages must be either masonry lap siding cement type products (such as Hardiplank or equal), or lap siding treated engineered siding products (such as Smartside Smartsystem by LP or equal), unless otherwise approved by the Committee. Provided, however, (i) any and all residential structures on Lake Lots must have one hundred percent (100%) brick on both the front and rear elevations (excluding eaves and fascia), and (ii) any residential structures that back up or side to Primary Entrance Access Roads in the Property or side to any entry monuments must have one hundred percent (100%) brick on all four (4) sides (excluding eaves and fascia) whether the structures be one (1) or two (2) story, all subject to the approval by the Committee as described in Article II, Section 1.

SECTION 2.7 **NEW CONSTRUCTION ONLY.** No building of any kind with the exception of lawn storage or children's playhouses (which shall require Committee approval as provided in Article III, Section 3.3) shall ever be moved onto any Lot within the Property, it being the Developer's intention that only new construction shall be placed and erected thereon, except with the prior written consent of the Committee.

SECTION 2.8 ROOFS AND ROOFING MATERIALS. The roofs of all buildings in the Property shall be constructed or covered with asphalt dimensional composition shingles or fiberglass composition shingles with a minimum manufacturer guarantee of twenty-five (25) years. The color of all roofs on structures on a Lot must be approved in writing by the Committee prior to installation. The roofs of all buildings shall contain a roof pitch of not less than five inches (5") per each lateral twelve inches (12") of roof. Roofs on attached porches may have a lesser pitch as may be determined by the Committee.

SECTION 2.9 LOCATION OF THE IMPROVEMENTS UPON THE LOT. No building, structure, or other improvements shall be located on any Lot nearer to the front Lot line or nearer to the street sideline than the minimum building setback line shown on the recorded Plat of the Section in question. No building, structure, or other improvement shall be located on any Lot nearer than ten feet (10') to any side street line. Except on Villa Lots, no building shall be located nearer than five feet (5') to any interior Lot line with the exception of detached garages that, where allowed, may have a three foot (3') side-yard building line. The side exterior walls of a Villa or a Villa Garage must be located at least five feet (5') from the interior Lot line opposite the Villa Common Lot Line. No Lake Lot shall have any improvements within twenty feet (20') of the rear Lot line adjacent to the Lake or any Reserve adjacent to a Lake. For the purposes of this Declaration, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot or any Common Area.

SECTION 2.10 COMPOSITE BUILDING SITE. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the Committee. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Association. Developer, however, hereby expressly reserves the right to replat any Lot(s) owned by Developer. Any such division, boundary line change, or replatting shall not be in violation of the applicable Property and zoning regulations.

SECTION 2.11 UTILITY EASEMENTS. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES ARE RESERVED AS SHOWN AND PROVIDED FOR ON THE RECORDED PLATS OF THE SECTIONS, AND NO STRUCTURE OF ANY KIND SHALL BE ERECTED UPON ANY OF SAID EASEMENTS.

UTILITY EASEMENTS ARE FOR THE DISTRIBUTION OF ELECTRICAL, TELEPHONE, GAS, WATER CABLE TELEVISION AND FIBER OPTIC SERVICE. IN SOME INSTANCES, SANITARY SEWER LINES ARE ALSO PLACED WITHIN THE UTILITY EASEMENT. UTILITY EASEMENTS ARE TYPICALLY LOCATED ALONG THE REAR LOT LINE, ALTHOUGH SELECTED LOTS MAY CONTAIN A SIDE LOT UTILITY EASEMENT FOR THE PURPOSE OF COMPLETING CIRCUITS OR DISTRIBUTION SYSTEMS. BOTH THE APPLICABLE RECORDED SECTION PLAT AND THE INDIVIDUAL LOT SURVEY SHOULD BE CONSULTED TO DETERMINE THE SIZE AND LOCATION OF UTILITY EASEMENTS ON A SPECIFIED LOT. GENERALLY, INTERIOR LOTS CONTAIN A UTILITY EASEMENT ALONG THE REAR LINE. PERIMETER LOTS OR LOTS THAT BACK UP TO DRAINAGE FACILITIES, PIPELINE EASEMENTS, PROPERTY BOUNDARIES AND NON-RESIDENTIAL TRACTS TYPICALLY CONTAIN A UTILITY EASEMENT. ENCROACHMENT OF STRUCTURES UPON A UTILITY EASEMENT IS PROHIBITED. NEITHER DEVELOPER, NOR ANY UTILITY COMPANY USING THE EASEMENTS SHALL BE LIABLE FOR ANY DAMAGE DONE BY EITHER OF THEM OR THEIR ASSIGNS, THEIR AGENTS, EMPLOYEES OR SERVANTS TO SHRUBBERY, TREES, FLOWERS OR IMPROVEMENTS OF THE OWNER LOCATED ON THE LAND WITHIN OR AFFECTED BY SAID EASEMENTS.

SECTION 2.12 **RESERVATION OF EASEMENTS.** Developer expressly reserves for the benefit of all of the Property reciprocal easements for access, ingress and egress for all Owners to and from their respective Lots, for installation and repair of utility services; for encroachments of improvements constructed by Developer and Builders or authorized by the Committee over the Property; and for drainage of water over, across and upon adjacent Lots, Common Areas resulting from the normal use of adjoining Lots, Common Areas or Property, and for necessary maintenance and repair of any improvement. Such easements may be used by Developer, its successors, the Association, and all Owners, their guests, tenants and invitees residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot, Common Area or the Property.

SECTION 2.13 **GARAGES.** No garage on a Lot or Villa Garage shall ever be changed, altered or otherwise converted for any purpose inconsistent with the housing of a minimum of two (2) automobiles at all times. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles

belonging to them. The garage portion of any model home may be used by Builders for sales purposes, storage purposes, and other related purposes; however, upon (or before) the sale of any such model home by a Builder to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage with operable garage doors.

SECTION 2.14 **LANDSCAPE AREAS.** The Association shall have the right to conduct landscaping activities upon and within the Landscape Areas. Lot Owners shall maintain the easement between their Lot and all street or road right of ways. The Association shall have the right, but not the obligation, to install, operate, maintain, repair and/or replace public and private street lighting, hike and bike trails, jogging paths, walkways and other similar improvements, provided such lighting, trails, paths, walkways and other improvements must be constructed within the rights-of-way of thoroughfares or in the Common Area.

SECTION 2.15 **SIDEWALKS.** Before the main residential dwelling is completed and occupied, the Builder shall construct a concrete sidewalk four feet (4') in width parallel to the street curb two inches (2") back from the property lines of the Lot into the street right-of-way. Builders on corner Lots shall install such a sidewalk both parallel to the front Lot line and parallel to the side street Lot line. If the Builder fails to construct any sidewalk required by this section, the Owner of the Lot shall be responsible for the construction of the required sidewalks. Such sidewalks shall comply with all federal, state and county laws, ordinances, or regulations respecting construction and/or specifications, if any. Locations of sidewalks are not to be varied except when required to avoid existing trees.

SECTION 2.16 **STREET TREES.** Street trees shall be planted and maintained in the green space located between the back of the street curb and the sidewalk on all Lots. Street trees shall be only Live Oak variety and shall be planted with a minimum two-inch (2") trunk caliper. One (1) street tree per Lot for each adjacent street or road shall be planted on Lots having street frontage of sixty-five feet (65') or less and two (2) street trees per side adjacent to any street or road shall be planted on Lots having frontage more than sixty-five feet (65'). Lots shall have street trees on all sides with sidewalks. Street trees shall be situated so as not to obstruct vision at street corners and intersections. The street trees requirement shall be in addition to, and not substitute front yard tree requirement in Section 2.19 hereof. Street trees shall be planted by the Builder before any house is conveyed to an Owner and thereafter shall be maintained by the Owner of the Lot.

SECTION 2.17 HOUSING PLAN AND ELEVATION REPETITION. The following three (3) scenarios represent the Property's guidelines for determining when a plan and elevation can be repeated on Lots (excluding Villa Lots) within the Property:

- (a) when building the same plan, different elevation, on the same side of the street, two (2) Lots must be skipped;
- (b) when building same plan, different elevation, on both sides of the street, two (2) Lots must be skipped; and
- (c) when building the same plan, same elevation, on the same side of the street or on both sides of the street, four (4) full Lots must be skipped.

The following three (3) scenarios represent the Property's guidelines for determining when a plan and elevation can be repeated on Villa Lots within the Property:

- (a) when building the same plan, different elevation, on the same side of the street, one (1) Lot must be skipped;
- (b) when building same plan, different elevation, on both sides of the street, one (1) Lot must be skipped; and
- (c) when building the same plan, same elevation, on the same side of the street or on both sides of the street, three (3) full Lots must be skipped.

SECTION 2.18 LOT COVERAGE. Excluding Villa Lots, total Lot coverage of buildings, walks and other structures shall not exceed sixty percent (60%) of the total Lot area for standard single-family residential developments. Pools, spas and decks are not considered structures for the purpose of calculating the Lot coverage.

SECTION 2.19 LANDSCAPING. The residential Lot Builder is responsible for landscaping all front yards, including the portion of the street right-of-way between the Lot line and the street curb and the rear yards of Lots adjacent to a Lake. Installation of all landscaping must occur immediately upon occupancy of the main residential dwelling or within thirty (30) days after completion of construction, whichever occurs first. Installation of landscaping, including materials and workmanship, must be in conformance with acceptable industry standards. Landscaping on Lots must also adhere to the following restrictions as applicable.

a). Front Yards - All Lots

Minimum planting bed specifications include:

- 1. minimum planting bed width of five feet (5') from the house foundation (curvilinear planting beds are encouraged);
- 2. shrubs are to be planted in a pleasing, organized design; and

3. the number of plants utilized shall be appropriate for the size of the planting bed (a maximum of seven (7) different species of planting may be utilized within a front yard).

Planting bed edging is not required, but is encouraged for maintenance purposes and to define the shape of planting beds. Loose brick, plastic, concrete scallop, corrugated aluminum, wire picket, vertical timbers, railroad ties are not in character with the desired landscape effect and are prohibited. Acceptable edging is ryerson steel, brick set in mortar, horizontal timber (2 inches by 4 inches, 2 inches by 6 inches, 4 inches by 4 inches and 4 inches by 6 inches), stone laid horizontally, and continuous concrete bands.

All planting beds are to be mulched with shredded pine bark, or shredded hardwood.

The use of gravel or rock in front yard planting beds is prohibited, except as a border when set in and laid horizontally as quarried or utilized for drainage purposes. Specimen boulders are permitted.

Tree stakes must be made of wood, two inches (2") in diameter by six feet (6") long.

The front lawn of each completed residence shall be completely sodded with St. Augustine grass or a hybrid thereof. Seeding and/or sprigging are prohibited.

All landscaping is required to be maintained in a healthy and attractive appearance.

Proper maintenance includes:

1. adequate irrigation, automatic irrigation systems are encouraged;
2. appropriate fertilization;
3. pruning;
4. mowing;
5. weed control in lawns and planting beds;
6. seasonal mulching of planting beds;
7. insect and disease control; and
8. of diseased or dead plant materials.

In addition to the street trees and standard front yard landscaping requirements, the Lot types listed below require the following minimum landscape material and trees. (Lots shall be measured the street frontage upon which at the Lot faces.)

b). Villa Lots

A minimum of one (1) tree must be planted in the front yards. Such tree must have a minimum four inch (4") caliper. Minimum tree height is fifteen feet (10').

Trees must be planted in an informal manner. The same number of tree species and the tree planting plan should not be repeated on adjacent Lots.

Shrubs shall include a minimum of seven (7) larger species (minimum five (5) gallon), ten (10) small species (minimum one (1) gallon), and two (2) ten (10) gallon specimens.

c). Lots 50' Wide and Under

A minimum of one (1) tree must be planted in the front yards. Such tree must have a minimum six inch (6") caliper. Minimum tree height is fifteen feet (15').

Trees must be planted in an informal manner. The same number of tree species and the tree planting plan should not be repeated on adjacent Lots.

Shrubs shall include a minimum of seven (7) larger species (minimum five (5) gallon), ten (10) small species (minimum one (1) gallon), and two (2) ten (10) gallon specimens.

d). Lots 64' Wide and Under to Lots 51' Wide

A minimum of two (2) trees must be planted in the front yards. One tree must have a minimum six-inch (6") caliper when measured six inches (6") above grade and the other tree must have a minimum four inch (4") caliper. Minimum tree height for the six-inch caliper tree is fifteen feet (15'). Minimum tree height for the four-inch (4") caliper tree is ten feet (10').

Trees must be planted in an informal manner. The same number of tree species and the tree-planting plan should not be repeated on adjacent Lots.

Shrubs shall include a minimum of ten (10) larger species (minimum five [5] gallon), fifteen (15) small species (minimum one [1] gallon), and two (2) fifteen (15) gallon specimens.

e). Lots Over 65' Wide and Over

A minimum of three (3) trees must be planted in the front yards. One (1) of the three (3) trees must be a pine. One (1) tree must be a minimum six-inch (6") caliper when measured six inches (6") above grade, and the remaining two (2) trees must be four inches (4") in caliper. Minimum tree height for the six-inch caliper tree is fifteen (15) feet; minimum tree height for the four-inch caliper trees is ten feet (10').

Trees must be planted in an informal manner. The same number of tree species and the tree planting plan should not be repeated on adjacent Lots.

Front yard planting shall consist of a minimum of twenty (20) larger species (five [5] gallon), twenty-five (25) smaller (one [1] gallon), and two (2) fifteen (15) gallon specimens.

f). Corner Lots

Supplemental landscaping specifications for all corner Lots include the following:

Three (3) trees selected from the front yard trees are to be planted along the side street portion of corner Lots. Street trees set out in Section 2.16 hereof may be counted toward this requirement.

Two (2) of the trees must be a minimum of six inches (6") in caliper (except on Villa Lots where the trees must be a minimum of four inches

(4") in caliper) and the remaining one (1) tree must be a minimum four inch (4") caliper, measured as noted above.

A minimum of one (1) pine is required, with no more than two (2) pine trees permitted.

The three (3) trees are to be planted informally and not aligned in a straight row.

g). Lake Lots

Supplemental landscaping specifications for all Lake Lots include the following:

The rear lawn of each Lake Lot shall be completely sodded with St. Augustine grass (or a hybrid thereof);

The rear yard of each Lake Lot shall be planted with a sufficient amount of shrubs so as to completely screen all housing foundations; and,

Two (2) trees, with minimum tree height of ten feet (10') and four inches (4") in caliper, must be planted in the rear yard of all Lake Lots.

h). Master Plant List

A Master Plant List to be used by Builders and owners is attached hereto as Exhibit "A".

SECTION 2.20 **LANDSCAPE PLAN.** A plot plan showing all fence locations, all required trees and shrubs with size, location, and species noted shall be submitted to the Committee before installation by all Owners (other than Builders).

SECTION 2.21 **UNDERGROUND ELECTRIC SERVICE.** An underground electric distribution system will be installed in that part of the Property ("Underground Residential Subdivision"), which underground service area shall embrace all Lots in the Property. The Owner of each Lot in the Underground Residential Subdivision shall, at his own

cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code ["N.E.C."]) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes. Such point of attachment shall be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each such Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with 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 in the Underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 110/220 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that the Underground Residential Subdivision is being developed for single-family dwellings of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwelling expressly excludes, without limitations, mobile homes and duplexes). Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Property, the electric company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Developer has paid to the electric company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Property, or (b) the Owner of such Lot, or the applicant for service, shall pay to the electric company for the additional service (it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot), plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

SECTION 2.22 **STRUCTURED IN-HOUSE WIRING.** Each house or Villa built in the Property shall include among its components structured in-house wiring and cabling

to support multiple telephone lines, internet/modem connections, satellite and cable TV service and in-house local area networks. In each home, a central location or Main Distribution Facility ("MDF") must be identified to which ALL structured in-house wiring must be run. The MDF is the location where all low voltage structured wiring is terminated and interconnected.

The MDF will be the central location for all structured in-house wiring of all types including security, data, video, and telephone wiring. The wiring room must be a clean interior space, temperature controlled and secure. The components must be installed only in a dry location as described in the National Electric Code ("N.E.C.").

The following are acceptable locations:

- a. a dedicated wiring closet (ideal installation);
- b. a utility room that is considered dry as described in the N.E.C.; or
- c. a master bedroom closet.

The components SHALL NOT be installed in a garage, crawl space, exterior enclosure, or fire rated wall, as these are not approved installation locations. The volume and ventilation characteristics of the MDF must allow for 70W heat dissipation without exceeding the ambient temperature and humidity requirements. The specific requirements, specifications, and locations for structured wiring, number of drops and each MDF shall be subject to Committee approval in each case. The Committee may promulgate rules and/or rules and/or specifications for the MDFs.

SECTION 2.23 HOME ALARM SYSTEMS. Each residential dwelling built in the Property shall include among its components a home alarm system located next to or within the MDF. The home alarm system must be wired so as to protect all accessible doors and windows. It must also have the ability to be monitored by a licensed monitoring company. The specific requirements for the home alarm system shall be subject to Committee approval in each case. The Committee may promulgate rules and/or rules and/or specifications for the home alarm system.

SECTION 2.24 BULK COMMUNICATION SERVICES. IN THE SOLE DISCRETION OF THE DEVELOPER, AS LONG AS THERE IS A CLASS B MEMBERSHIP IN THE ASSOCIATION AND THEREAFTER, IN THE SOLE DISCRETION OF THE BOARD, THE ASSOCIATION SHALL HAVE THE EXCLUSIVE RIGHT AND OPTION TO PROVIDE AND BILL EACH LOT OWNER (EXCLUDING BUILDERS) FOR THE FOLLOWING COMMUNICATION SERVICES (INCLUDING THE INITIAL

INSTALLATION THEREOF IN THE PROPERTY) EITHER INDIVIDUALLY OR IN BUNDLED PACKAGES:

- A. TELEPHONE SERVICES (LOCAL AND LONG DISTANCE)
- B. CLOSED CIRCUIT TELEVISION
- C. CABLE TELEVISION
- D. SATELLITE TELEVISION
- E. INTERNET CONNECTION
- F. COMMUNITY INTERNET
- G. FIRE OR BURGLAR ALARM MONITORING
- H. ON DEMAND VIDEO
- I. VOICE MAIL

THESE SERVICES SHALL BE BILLED TO THE OWNER IN ANY COMBINATION OF THE FOLLOWING METHODS AT THE OPTION OF THE BOARD: (1) BY THE SERVICE PROVIDER; (2) AS A PART OF THE ANNUAL ASSESSMENTS IN ACCORDANCE WITH ARTICLE V OF THIS DECLARATION; AND/OR (3) AS A SEPARATE ASSESSMENT, IN WHICH EVENT, THE SEPARATE ASSESSMENT SHALL BE SECURED BY THE LIEN RETAINED IN SECTION 5.2 HEREOF.

SECTION 2.25 GRADING AND DRAINAGE. Each Lot shall be graded so that storm water will drain to the abutting street(s) and not across adjacent Lots. Minimum grade shall meet FHA requirements. Exceptions will be made in those instances where existing topography dictates an alternate Lot grading plan. The Committee must approve all exceptions.

SECTION 2.26 DRIVEWAYS. The Builder is required to build driveways into the street right-of-way. If the Builder fails to construct any driveway required by this section, the Owner of the Lot shall be responsible for the construction of the required driveways. All driveway locations must be approved by the Committee. To the extent possible, driveways are to be de-emphasized, highlighting instead the landscape and pedestrian environment.

Concrete driveways are to be a minimum four inches (4") thick over a sand base. A #6, six-inch (6") by six-inch (6") woven wire mesh or equivalent shall be installed within the "drive-in" portion of the driveway between the curb and sidewalk. County or city specifications regarding driveway cuts and curb returns at driveway openings shall be adhered to for all Lots.

Driveways may be paved with concrete or unit masonry, although use of materials should be consistent with the architectural character of the entire neighborhood. The use of stamped or colored concrete, interlocking pavers, brick pavers and brick borders are encouraged, but must be

approved by the Committee. Asphalt paving is prohibited. The use of circular drives is discouraged and will be allowed by the Committee only in instances when the width of the Lot is sufficient to accommodate such driveways while leaving a significant amount of green space. Under no circumstances may an entire front yard be paved as a driveway.

a) Driveways on Lots (excluding Villa Lots)

Driveways on all Lots, excluding Villa Lots, shall be located no closer than two feet (2') from the side property line. Unless otherwise approved by the Committee, driveways on Lots (excluding Villa Lots), serving residences with attached side or rear loaded garages and/or detached garages shall be minimum of sixteen feet (16') in width at the street and may taper to a width not less than the total width of the garage as measured at the doors. "Swing" type driveways on Lots with side loading garages approved by the Committee shall be a minimum of twelve feet (12') in width at the street and must taper outward to a width not less than the total of the garages as measured at doors. Driveways serving attached two car garages facing the street shall be sixteen feet (16') in width. Driveway slopes should be uniform with smooth transitions between areas of varying pitch.

b) Driveways on Villa Lots

Driveways on Villa Lots shall be minimum of twelve feet (12') in width at the street and must taper outward to a width not less than the total width of the Villa Garage as measured at the doors.

There is hereby created for the benefit of the Owners (their family members, guests or invitees) on each Villa Lot an easement over all portions of the Villa Common Driveway for ingress and egress to the Villa Garage. Notwithstanding anything contained in this Declaration to the contrary, no motor vehicle or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off a truck, hovercraft, aircraft, machinery or equipment of any kind ("Prohibited Items") may be parked or stored on any part of any Villa Common Driveway. No Prohibited Item may ever be placed or parked or allowed to be placed or parked in the Villa Common Driveway by the Owner(s) of one Villa Lot without the written consent of the Owner(s) of the other Villa Lot upon which the Villa Common Driveway is located. Notwithstanding the provisions of Chapter 684 of the Texas Transportation Code or any successor statutes to the contrary, Prohibited Items may be removed from the Villa Common Driveway without notice to the owner(s) of the Prohibited Items, other than by virtue of this Section 2.26 b). The filing of this Declaration shall constitute the only notice necessary to the owner(s) of Prohibited Items

parked or placed in the Villa Common Driveway that the Prohibited Items are subject to immediate towing or removal at the expense of the Owner(s) of the Villa Lot responsible for placing or allowing the Prohibited Item to be placed or parked in the Villa Common Driveway (the "RESPONSIBLE OWNER(S)"). THE RESPONSIBLE OWNER(S) DO(ES) HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE OWNER(S) OF THE OTHER VILLA LOT FROM ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OF WHATSOEVER NATURE OR CHARACTER, WHICH MAY BE ASSERTED BY ANY PERSON, FIRM OR CORPORATION, WHOMSOEVER AGAINST AN OWNER OF A VILLA LOT FOR SAID OWNER EXERCISING HIS OR HER RIGHTS UNDER THIS SECTION 2.26.B).

SECTION 2.27 **OUTDOOR LIGHTING**. All outdoor lighting must conform to the following standards and be approved by the Committee:

- a. flood lighting fixtures may be attached to the house or an architectural extension;
- b. floodlighting shall not illuminate areas beyond the limits of the property line;
- c. ornamental or accent lighting is allowed but should be used in moderation and compliment the associated architectural elements;
- d. moonlighting, uplighting, or tiplighting of trees is allowed, but the light source must be hidden;
- e. colored lenses on low voltage lights, colored light bulbs, fluorescent and neon lighting is prohibited;
- f. mercury vapor security lights, when the mixture is visible from public view or from other Lots, is prohibited; and
- g. mercury vapor lights, when used for special landscape lighting affect (such as hung in trees as tip, up or down lights) is permissible.

SECTION 2.28 **SCREENING**. Mechanical devices (including air conditioning and pool pumps), garbage containers and other similar objects visible from a street, Reserves, Common Areas, or located on Property boundaries must be screened from view by either fences, walls, plantings, or a combination thereof. Screening with plants is to be accomplished with initial installation, not assumed growth at maturity.

SECTION 2.29 **WALLS, FENCES AND HEDGES.** No wall, fence or hedge shall be erected or maintained nearer to the front Lot line than ten feet (10') behind the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building line parallel to the side street. No side or rear fence, wall or hedge shall be more than six feet (6') in height from the grading plan for the Lot, except for Association Walls, which fences or walls may be eight feet (8') in height. All fences must be constructed of wood, concrete, ornamental wrought iron, or masonry. No chain link fence type construction will be permitted on any Lot. Any wall, fence or hedge, except for the Association Walls, shall pass ownership with title to the Lot, and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter.

All fences and walls adjacent to any divided street shall be entirely of Association designated masonry/brick construction. The brick or masonry color, manufacturer, and type, column design, and fence specifications shall be promulgated by rules set by the Committee. Association Walls may be sited on the Lot line or boundary of a Lot and the Common Area, easement, or private or public street. All fences must have the prior written approval of the Committee as to location, design, and material, color, and paint and stain requirements.

SECTION 2.30 **LOT PRIVACY FENCES.** Six foot (6') high wood fences shall be installed between all Lots and enclosing the rear yard on all Lots, except where Association Walls have been constructed or where alternative materials have been herein specified (as specified in Section 2.29 hereof). Wood fences shall be constructed "good neighbor style" (alternating panels) using six inch (6") notched cedar pickets with a minimum of two (2) rails of two inch (2") by four inch (4") treated wood and four inch (4") by four inch (4") treated wood posts at a maximum spacing of eight feet (8') on center. All wood fences shall be constructed using galvanized nails, four (4) per picket minimum. Wood fences that face any street shall have all pickets facing the street. The Committee may specify that wood fences facing a street with a right-of-way of sixty feet (60') or more, a Reserve or Common Area be stained a particular color. The initial application of stain will be the responsibility of the Builder of the residential dwelling on the Lot and thereafter the stain on these fences (but not the fence itself) shall be the responsibility of the Association to maintain at the discretion of the Board. All wood fences shall be subject to Committee approval prior to construction.

SECTION 2.31 **FENCES ON LAKE LOTS.** Fences are to be constructed and maintained on all Lake Lots. The fences shall enclose the rear Lot yard and/or side Lot and shall be built on the property line as otherwise herein required. The fences shall be ornamental iron fences with a fence height of four feet two inches (4'2") along the rear property line adjacent to

the Lake and extending along the adjacent side property lines, thirty feet (30') from the rear property line graduated up to a maximum of six feet (6') in height. All fences must have the prior written approval of the Committee as to location, design, and material, color, and paint and stain requirements.

SECTION 2.32 **FENCE MAINTENANCE.** All fences (except Association Walls and the staining of the fences specified in Section 2.30 hereof) shall be maintained in good condition at all times by the Owner of the Lot. The Association shall maintain Association Walls and the staining of fences as provided in Section 2.30 hereof. The Association is granted an easement over and across any Lot upon which an Association Wall is constructed and upon which a fence is located that can be stained in accordance with Section 2.30 hereof for the purpose of maintenance or replacement, including in the case of Association Walls the removal of any improvements, plants, trees or shrubs on a Lot that may pose a threat to the structural integrity of the Association Wall.

SECTION 2.33 **OTHER REQUIREMENTS.** The Supplemental Declarations of the various Sections in the Property may contain different provisions or additional requirements (by way of illustration, different building sizes, more brick or masonry siding or different types of building materials) than those contained in this Declaration. In such cases, such Supplemental Declarations shall apply to further restrict usage or enlarge building requirements but shall not apply to limit the Declaration set out herein or lessen the building size or standards each of which shall be considered minimum requirements as applicable to the Section in question.

ARTICLE III

USE RESTRICTIONS

SECTION 3.1 **SINGLE FAMILY RESIDENTIAL USE ONLY.** Lots are restricted to single family residential use only. No activity which is not related to single-family residential purposes, whether for profit or not, shall be carried on any Lot which is not related to single-family residential purposes. No room(s) in the main residential dwelling and no space in any other structure shall be let or rented. This shall not preclude the main residential dwelling from being leased or rented in its entirety as a single residence to one (1) family or person. No Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years. This provision shall not apply to the Common

Area, any unrestricted Reserves or Reserves, or property designated for commercial development as shown on any plat or map of the Property, or any amendment thereto.

SECTION 3.2 **PROHIBITION OF OFFENSIVE ACTIVITIES.** No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot, which may be, or may become, an annoyance or a nuisance to the neighborhood. No loud noises or noxious odors shall be permitted on the Property, and the Association shall have the right to determine if any such noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Lot Owner in the Property, shall be located, used or policed on any portion of the Property or exposed to the view of other Lot Owners without the prior written approval of the Association. No television, sound or amplification system or other such equipment shall be operated at a level that can be heard outside of the building in which it is housed. This restriction is waived in regard to the normal sales activities required to sell homes in the Property and the lighting effects utilized to display the model homes.

SECTION 3.3 **USE OF TEMPORARY STRUCTURES OR OUTBUILDINGS.** No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding, shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses that have received Committee approval; provided, however, that sales trailers and construction trailers are permitted during the initial construction phase and sales phase of the Property development.

Provided the express written consent of the Committee is secured prior to installation and placement on a Lot (excluding Villa Lots where the following structures are not allowed), one (1) lawn storage building and/or one (1) children's playhouse, each limited (a) in maximum height to eight feet (8') from ground to highest point of structure and (b) to no more than one hundred (100) square feet each, may be placed on a Lot behind the main residential dwelling. In no case can the outbuilding be placed in a utility easement, or within five feet (5') of a side Lot line or ten feet (10') of the back Lot line. Additionally, no outbuilding structure of any type is permitted unless the specific Lot involved is completely enclosed by fencing. Otherwise, no outbuilding or temporary structure of any kind shall ever be moved onto or erected on any Lot.

It is intended hereby that, unless otherwise specifically approved, only new construction shall be placed and erected on any Lot within the Property.

SECTION 3.4 AUTOMOBILES, BOATS, TRAILERS, RECREATIONAL VEHICLES AND OTHER VEHICLES. No motor vehicle may be parked or stored on any part of any Lot, easement, street right-of-way or Common Area or in the street adjacent to any Lot, easement, right-of-way or Common Area unless:

- (a) such vehicle does not exceed either six feet six inches (6'6") in height, and/or seven feet six inches (7'6") in width, and/or twenty-one feet (21') in length; and
- (b) such vehicle is concealed from public view inside a garage or other approved enclosure (on the owner's Lot).

Only passenger automobiles, passenger vans (the term "passenger vans" specifically excludes motor homes and recreation vehicles), motorcycles, pick-up trucks, or pick-up trucks with attached-bed covers are permitted provided that they are:

- (a) in operating condition;
- (b) have current license plates and inspection stickers;
- (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; and
- (d) do not exceed either six feet six inches (6'6") in height, and/or seven feet six inches (7'6") in width, and/or twenty-one feet (21') in length.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, driveway, easement, street right-of-way, or Common Area or in the street adjacent to such Lot, easement, street right-of-way, or Common Area unless such object is concealed from public view inside a garage or other approved enclosure (on the Owner's Lot). The phrase "approved enclosure" as used in this paragraph shall mean any fence, structure or other improvement approved by the Committee. No such enclosure shall be approved on any Lake Lot. No one shall park, stop or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck, tractor or tractor trailer, boat trailer and any other vehicle equipment, mobile or otherwise deemed to be a nuisance by the Board of Directors of the Association), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle deemed to be a nuisance by the Board of Directors of the Association).

No one shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any street, driveway, Lot or portion of the Common Areas, except for repairs to the personal vehicles of the residents conducted exclusively in the enclosed garage (and provided such personal vehicle repairs do not cause excessive noise or disturb the neighbors at unreasonable hours of the night).

This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

No vehicle shall be parked on streets or driveways so as to obstruct ingress or egress by other owners, their families, guests and invites or the general public using the streets for ingress and egress in the Property. The Association may designate areas as fire zones, or no parking zones, or guest parking only zones. The Association shall have the authority to tow any vehicle parked or situated in violation of this Declaration or the Association rules, the cost to be at the vehicle owner's expense.

No motor bikes, motorcycles, motorscooters, "go-carts" or other similar vehicles shall be permitted to be operated in the Property if, in the sole judgment of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of any Owner, his tenants, and their families. The Association may adopt rules for the regulation of the admission and parking of vehicles within the Property, the Common Areas, and adjacent street right-of-ways, including the assessment of charges and fines to Owners who violate, or whose invitees violate, such rules after notice and hearing. If a complaint is received about a violation of any part of this section, the Association will be the final authority on the matter.

SECTION 3.5 **ADVERTISEMENT AND GARAGE SALES.** The Board shall have the right to make rules and regulations governing and limiting the advertisement of and holding of garage sales.

SECTION 3.6 **AIR CONDITIONERS.** No window or wall type air conditioner shall be installed, erected, placed, or maintained on or in any building without prior written consent of the Committee.

SECTION 3.7 **WINDOW AND DOOR COVERINGS.** No aluminum foil or similar reflective material shall be used or placed over doors or on windows.

SECTION 3.8 **UNSIGHTLY OBJECTS.** No unsightly objects which might reasonably be considered to give annoyance to neighbors of ordinary sensibility shall be placed

or allowed to remain on any yard, street or driveway. The Board shall have the sole and exclusive discretion to determine what constitutes an unsightly object.

SECTION 3.9 **POOLS AND PLAYGROUND EQUIPMENT.** No above ground pools are permitted on any Lots. Playhouse or fort style structures or pool ancillary structures are limited to a maximum overall height of eleven feet (11') and an above ground grade deck maximum height of twenty-four inches (24"). Additionally, playground and equipment of any type or amenity structures of any type are permitted only when the specific Lot involved is completely enclosed by fences. The intent of this provision is to offer optimum private enjoyment of adjacent properties.

SECTION 3.10 **MINERAL OPERATION.** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot or Common Areas, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot or Common Area. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Common Area.

SECTION 3.11 **ANIMAL HUSBANDRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept, in reasonable numbers, provided that they are not kept, bred or maintained for commercial purposes. No Owner shall allow any pets to become a nuisance by virtue of noise, odor, dangerous proclivities, excessive pet debris or unreasonable numbers of animals. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from Lot, pets must be on a leash at all times. It is the pet Owner's responsibility to keep the Lot clean and free of pet debris and to keep pets from making noise, which disturbs neighbors. Pet owners shall not permit their pets to defecate on other Owners' Lots, on the Common Area, Landscape Areas, or on the streets, curbs, or sidewalks, unless the pet defecation is immediately removed by the pet owner and disposed of sanitarly.

SECTION 3.12 **VISUAL OBSTRUCTION AT THE INTERSECTION OF STREETS.** No object or thing which obstructs site lines at elevations between two feet (2') and six feet (6') above the roadways within the triangular area formed by the intersecting street Lot lines and a line connecting them at points twenty-five feet (25') from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots.

SECTION 3.13 **LOT AND IMPROVEMENT MAINTENANCE.** The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful, attractive and weed free manner, and they shall edge curbs that run along the property lines and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. All fences, (excluding fences that are maintained by the Association) buildings and other improvements (including but not limited to the main residence and garage, if any) which have been erected on any Lot shall be maintained in good repair and condition by Owner, and Owner shall promptly repair or replace or repair or restrain the same in the event of partial or total destruction or ordinary deterioration, wear and tear. Each Owner shall maintain in good condition and repair all improvements on the Lot including, but not limited to, all windows, doors, garage doors, roofs, siding, brickwork, stucco, masonry, concrete, driveways and walks, fences, trim, plumbing, gas and electrical. By way of example, not of limitation, wood rot, damaged brick, fading, peeling or aged paint or stain, mildew, broken doors or windows, rotting or failing fences shall be considered violations of this Declaration, which conditions the Owner of a Lot shall repair or replace upon Association demand. Owners upon whose Lots are constructed Association Walls shall ensure that no improvements, plants, shrubs or trees on the Owner's Lots ever impair the integrity of the Association Walls; should any Owner fail to comply with any of these requirements, the Owner of the Lot in question shall be responsible for the Association's expense of removing the offending improvements, plants, shrubs or trees and repairing or replacing the Association Wall caused by the Owner's failure to comply.

All walks, driveways, carports and other areas shall be kept clean and free of debris, oil or other unsightly matter. The Association shall be the final authority of the need for maintenance or repair. No Lot shall be used or maintained as a dumping ground for trash, nor will the accumulation of garbage, trash or rubbish of any kind thereon be permitted. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. No waste materials shall be dumped or drained into any Landscape Area or Common Area. Containers for the storage of trash, garbage and other waste materials must be stored out of public view except on trash collection days when they may be placed at the curb not earlier than 7:00 p.m. of the night prior to the day of scheduled collections and must be removed by 7:00 p.m. on the day of collection. Burning of trash, garbage, leaves, grass or anything else will not be permitted. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and

shall be stored out of public view. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable approved enclosure on the Lot.

In the event of default on the part of the Owner or Owners of any Lot in observing the above requirements or any of them, such default continuing after Association has served ten (10) days' written notice thereof, being placed in the U.S. Mail without the requirement of certification, then the Association, by and through its duly authorized agent only, without liability to the Owner or occupant of a Lot in trespass or otherwise, enter upon said Lot and cut the grass, edge and weed the lawn, cause to be removed garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration so as to place said Lot in a neat, attractive, healthful and sanitary condition. The Association may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant of such Lot, as the case may be, agrees by the purchase or occupancy of a Lot to pay for such work immediately upon receipt of a statement thereof. In the event of failure by the Owner or occupant of such Lot to pay such statement within fifteen (15) days from the date mailed, the amount thereof may be added to the annual maintenance charge provided for herein and the collection of such additional maintenance charge shall be governed by Article V of this Declaration.

SECTION 3.14 **SIGNS, ADVERTISEMENTS, BILLBOARDS.** Except for signs owned by Builders or Developer advertising Lots or their model homes during the period of original construction and home sales, no sign, poster, advertisement or billboard or advertising structure of any kind other than one normal "For Sale" sign, not to exceed five (5) square feet initial size may be erected or maintained on any Lot in said Property nor be placed in any Common Area, Landscape Area, or Recreational Area. An owner shall also have the right to maintain on his Lot not more than two (2) signs not to exceed five (5) square feet each advertising a political candidate in any local, state, or federal election. These political advertisement signs may be maintained for three (3) weeks prior to the election and must be removed within two (2) days after the election. The Association will have the right to remove any sign, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing, shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

This provision shall not apply to Association or Developer project identity signs, nor Association signs for recreation rules or Association informational signs.

SECTION 3.15 **NO BUSINESS OR COMMERCIAL USE.** Subject to the provisions of this Declaration and the Association By-Laws, no part of the Property may be used for purposes other than single-family residential housing and the related common purposes for which the Property was designed. Each Lot and structure shall be used for single-family residential purposes or such other uses permitted by this Declaration and for no other purposes. No Lot or structure shall be used or occupied for any business, commercial trade or professional purpose or as a church either apart from or in connection with, the use thereof as a residence, whether for profit or not. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit an Owner or occupant of the Lot from:

- (a) maintaining a personal professional library;
- (b) keeping personal business or professional records or accounts; or
- (c) handling personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions, provided such activity is not apparent by sight, sound or smell or such outside the Lot and does not involve visitation to the Lot by customers, suppliers or other business invitees.

SECTION 3.16 **HOLIDAY DECORATIONS.** Exterior Thanksgiving decorations may be installed November 10 of each year and must be removed by December 1 of each year. Exterior Holiday Season (e.g. Christmas and Hanukkah) decorations may be installed the day after Thanksgiving each year and must be removed by January 5 of the new year. Decorations for other holidays may be installed no earlier than thirty (30) days prior to the holiday and must be removed no later than ten (10) days after the holiday passes. No holiday decorations shall be so excessive on any Lot as to cause a nuisance to Owners of other Lots in the vicinity of the Lot in question. The Board shall have the sole and exclusive authority to decide if holiday decorations are causing a nuisance.

SECTION 3.17 **VISUAL SCREENING ON LOTS.** The drying of clothes in public view is prohibited. All yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, Streets, Common Area or other property.

SECTION 3.18 **ANTENNAS, SATELLITE DISHES AND MASTS.** No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or

other signals of any kind shall be placed, allowed, or maintained upon any Lot, which are visible from any street, Common Area or another Lot, unless it is impossible to receive an acceptable quality signal from any other location. In that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal is possible. The Committee may require painting or screening of the receiving device, which painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes, which are larger than one (1) meter in diameter; (ii) broadcast antenna masts, which exceed the height of the center ridge of the roofline; or (iii) MMDS antenna masts, which exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted, placed, allowed or maintained upon any Lot, which transmit television, radio, satellite or other signals of any kind. This section is intended to be in compliance with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time; this section shall be interpreted to be as restrictive as possible, while not violating the Act. The Committee may promulgate Architectural Guidelines, which further define, restrict or elaborate on the placement and screening of receiving devices and masts, provided such Architectural Guidelines are in compliance with the Telecommunications Act.

SECTION 3.19 **DRAINAGE AND SEPTIC SYSTEMS.** Catch basins drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than Developer may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer hereby reserves for itself and the Association a perpetual easement across the Property for the purpose of altering drainage and water flow; provided, however, that the exercise of such easement shall not materially diminish the value or interfere with the use of any adjacent property without the consent of the Owner thereof. Septic tanks and drain fields, other than those installed by or with the consent of the Developer are prohibited within the Property. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, storm sewer or storm drain, Reserve, Common Area or Landscape Areas within the Property.

SECTION 3.20 **FIREWORKS AND FIREARMS.** The discharge of fireworks or firearms within the Property is prohibited. The terms "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in its By-Laws, the Association shall not be obligated to take action to enforce this Section.

SECTION 3.21 **ON-SITE FUEL STORAGE.** No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property except that up to five (5) gallons of fuel in approved containers may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment; provided, however, that the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

SECTION 3.22. **SPECIAL RESTRICTIONS FOR LAKE LOTS.** In addition to the use restrictions set forth above, the following restrictions shall apply to Lake Lots. In the event there should be any conflict between these Special Restrictions and other provisions herein, these Special Restrictions shall take precedence.

(a) **Electric Service.** Only underground electric service shall be available for Lake Lots and no above surface electric service wires will be installed outside of any structure. Underground electric service lines shall extend through and under Lake Lots in order to serve any structure thereon, and the area above said underground lines and extending two and one-half feet (2½") to each side if said underground line shall be subject to excavation, retailing and ingress and egress for the installation, inspection, repair, replacing and removing of said underground facilities by such utility company. Owners of Lake Lots shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions.

(b) **Garages.** Any garage on a Lake Lot that backs up to a Lake must be attached to the main residence. This requirement for an attached garage supersedes any contrary requirement.

(c) **Set-Back.** All houses built on Lake Lots, which have a common boundary with a Lake and two streets shall face the common boundary of the Lot and the street from which the building set-back distance is larger, unless a deviation from this provision is approved by the Committee.

(d) **Grass.** Owners of Lots adjoining a Lake will not grow, nor permit to grow, architectural varieties of grasses or other vegetation which, in the opinion of the Committee, is adverse to the Lake grasses or vegetation. Such Owners may, with the prior approval of the Committee, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation and after the installation of such barriers, grow such grasses or vegetation adjacent to the Lake.

(e) Above Ground Structures. Only main residential structures with attached garages and approved fences may be built on Lake Lots. No other improvements or above ground structures of any type shall be permitted (excluding landscaping approved by the Committee) within twenty feet (20') of the rear Lot line.

(f) Roof Lines. The roofline on any approved structure on a Lake Lot may not extend onto the Lake nor any set back.

(g) Limitations. No deck, terrace, trellis, steps, piers, or any other above ground structure allowed to protrude into or past the building set back lines.

(h) No Docks. Owners of Lake Lots may not construct or maintain any docks or similar recreational or boating structures in any portion of the yard facing any Lake.

(i) Prohibition. Owners of Lots (including without limitation, Owners of Lake Lots) may not utilize any boat, canoe, paddleboat, raft, or any type of floating vessel on a Lake.

ARTICLE IV.

PROPERTY OWNERS ASSOCIATION OF LEGENDS RANCH

SECTION 4.1 PURPOSE. The purpose of the Association shall be to provide for maintenance, preservation and architectural control of the residential Lots within the Property, Recreational Areas, and the Common Area, if any.

SECTION 4.2 MEMBERSHIP AND VOTING RIGHTS. Every Owner whose Lot is subject to Assessments (as defined in Article V) by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to Assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership.

SECTION 4.3 CLASSES OF VOTING MEMBERSHIP. The Association shall have two (2) classes of voting membership.

- Class A. Class A members shall be all Owners, with the exception of Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Holders of future interests not entitled to

present possession shall not be considered as Owners for the purposes of voting hereunder.

- Class B. The Class B member(s) shall be Developer, or its successors or assigns so designated in writing by the Developer, and shall be entitled to seven (7) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership at the end of the Developer Control Period.

SECTION 4.4 **NON-PROFIT CORPORATION.** The Association, a nonprofit corporation, has been organized, and it shall be governed by the Articles of Incorporation of said Association. All duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

SECTION 4.5 **BY-LAWS.** The Association may make whatever rules or by-laws it may choose to govern the organization; provided, however, that same are not in conflict with the terms and provisions hereof.

SECTION 4.6 **OWNERSHIP INFORMATION.** The property Owner is required at all times to provide the Association with written notice of proper mailing information should it differ from the property address relative to ownership. Further, when an alternate address exists, Owner is required to render notice of tenant, if any, or agency, if any, involved in the management of said property. The Owner is required and obligated to maintain current information with the Association or its designated management company at all times.

SECTION 4.7 **INSPECTION OF RECORDS.** The members of the Association shall have the right to inspect the books and records of the Association at reasonable times for any proper purpose during normal business hours, in accordance with the requirements of the Texas Non-Profit Corporation Act and any applicable requirements in the Texas Property Code.

SECTION 4.8 **DEVELOPER CONTROL.** SECTIONS 4.2 AND 4.3 HEREOF NOTWITHSTANDING, AND FOR THE BENEFIT AND PROTECTION OF THE LOT OWNERS AND ANY FIRST MORTGAGES OF RECORD, FOR THE SOLE PURPOSE OF ENSURING A COMPLETE AND ORDERLY BUILDOUT OF THE PROPERTY AND ALL ANNEXATIONS THERETO, AS WELL AS A TIMELY SELLOUT OF THE PROPERTY, THE DEVELOPER WILL RETAIN CONTROL OF AND OVER THE ASSOCIATION UNTIL THE END OF THE DEVELOPER CONTROL PERIOD. AT THE FIRST ANNUAL MEETING OF THE ASSOCIATION AFTER THE END OF THE DEVELOPER CONTROL PERIOD, THE MEMBERS WILL ELECT THE DIRECTORS OF THE ASSOCIATION AS PROVIDED IN THE BY-LAWS.

ARTICLE V.ANNUAL, SPECIAL AND OTHER ASSESSMENTSSECTION 5.1 THE MAINTENANCE FUND. All funds collected as

hereinafter provided for the benefit of the Association shall constitute and be known as the "Maintenance Fund." The Assessments levied by the Association (as defined below) shall be used exclusively to promote the recreation, health and welfare of the residents in the Property and for the improvement and maintenance and acquisition of Common Areas and Reserves, storm water detention lakes, and easements. The responsibilities of the Association may include, by way of example but without limitation, at its sole discretion, any and all of the following: maintaining, repairing or replacing parkways, streets, curbs, perimeter fences, esplanades; maintaining, repair or replacing of the walkways, steps, entry gates, or fountain areas, Landscape Areas, Lakes project identity signs, landscaping if any; maintaining rights-of-way, easements, esplanades and other public areas, if any; constructing, installing, and operating street lights; purchasing and/or operating expenses of recreation areas, pools, playgrounds, clubhouses, tennis courts, jogging tracks, and parks, if any, collecting garbage, insecticide services; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and Assessments, covenants, restrictions, and conditions affecting the Property to which the Maintenance Fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and Assessment; employing policemen and watchmen; employing CPAs and property management firms, attorneys, porters, lifeguards, or any type of service deemed necessary or advisable by the Association; installing and providing the Bulk Communication Services provided in 2.22 of this Declaration; caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the association to keep the Property neat and in good order, or to which is considered of general benefit to the Owners or occupants of the Property. It is understood that the judgment of the Association in the expenditure of said fund shall be final and conclusive so long as such judgment is exercised in good faith.

The Association shall also annually prepare a reserve budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Association shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by Annual Assessments over the period of the budget. The

capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of Assessments.

SECTION 5.2 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Lot in the Property is hereby subjected to the Assessments as set out in this Article V, and each Owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to Covenant and agree to pay to the Association the Assessments. The Assessments shall be a charge on the Lot and shall be a continuing lien upon the property against which such Assessments are made. All such Assessments as to a particular property, together with interest, late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessments fell due. The personal obligation for delinquent Assessments shall not pass to his successor in title unless expressly assumed by that successor.

SECTION 5.3 PAYMENT OF ANNUAL ASSESSMENTS. The Annual Assessments shall be paid by the Owner or Owners of each Lot in the Association in annual installments. The annual periods for which Annual Assessments shall be levied shall be January 1 through December 31, with payment being due by January 15 of each year. The rate at which each Lot shall be assessed as to the Annual Assessment shall be determined annually, shall be billed in advance and may be adjusted from year to year by the Board of Directors of the Association as the needs of the Property may, in the judgment of the Association, require; provided, however, that such Annual Assessments shall be uniform for all residential lots.

SECTION 5.4 MAXIMUM ANNUAL ASSESSMENT. Until January 1, 2003, the maximum Annual Assessment shall be SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per Lot, per annum. From and after January 1, 2003, the maximum Annual Assessment may be increased each year not more than ten percent (10%) above the maximum Annual Assessment for the previous year without a vote of the membership. The Association may, at its discretion, accumulate and assess the increase in a later year. The maximum Annual Assessment may be increased above the ten percent (10%) increase described above only by approval of at least two-thirds ($\frac{2}{3}$) of each class of the members in the Association present and voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present. The Association may fix the Annual Assessment at an amount not in excess of the maximum.

SECTION 5.5 TRANSFER FEES. The Association charges a fee for transfer of ownership of a Lot ("Transfer Fees"), excluding conveyances from the Declarant to Builders.

The Transfer Fees shall be set by the Board of Directors of the Association, but shall not exceed one-fourth ($\frac{1}{4}$ th) of the Annual Assessment.

SECTION 5.6 **ADOPT A SCHOOL PROGRAM.** In addition to the Annual Assessments and Special Assessments required to be paid by an Owner, each purchaser of a Lot upon acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association upon the transfer of title of a lot to the purchaser: (a) upon first transfer of a Lot from a Builder to a purchaser FIFTY DOLLAR (\$50.00) contribution by the Builder/seller and an additional FIFTY DOLLAR (\$50.00) contribution by the purchaser; and (b) on subsequent transfers, the purchasers shall pay a contribution equal to one-tenth ($\frac{1}{10}$) of the Annual Assessment for each Lot purchased ("Adopt a School Assessments"). The Adopt a School Assessments received by the Association under this Section shall be held in a separate account and shall be used by the Association to foster support for local school programs and activities or for such other purposes that benefit the Property as the Board in its absolute discretion may approve. This fee is in addition to the Transfer Fee imposed by Section 5.5 above.

SECTION 5.7 **SPECIAL ASSESSMENTS.** Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, streets, curbs, storm sewers, sidewalk, Recreational Areas, including mixtures and personal property related thereto, or for any other purpose approved by the membership; provided, however, that any such Special Assessments shall have the approval of at least two-thirds ($\frac{2}{3}$) of the votes of those members of each class of the Association who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present.

SECTION 5.8 **NOTICE AND QUORUM.** Written notice of any membership meeting called for the purpose of increasing the maximum Annual Assessment or raising any Annual Assessment or approving a Special Assessment shall be mailed (by U.S. first class mail) to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting, the presence of members or of proxies entitled to cast at least thirty three and one-third percent ($33\frac{1}{3}\%$) of all the votes of each class of membership shall constitute a quorum.

SECTION 5.9 **SECTION ASSESSMENT.** In addition to Annual Assessments and Special Assessments the Association shall have the authority to levy and collect a Section Assessment. A Section Assessment is a separate assessment levied equally against all Lots in a

Section. The purpose of the Section Assessment is to provide special services or improvements for the exclusive benefit of the Owners of Lots in a particular Section. Prior to the end of the Developer's Control Period, Section Assessments can be levied by the Board of Directors. After the Developer Control Period ends, the special services or improvements to be provided to the Owners of Section Lots shall be decided by the Owners of the Lots of the Section approving the Section Assessment; provided however, after the Developer Control Period ends, no Section Assessment may be levied by the Association unless (a) a written request for services or improvements not regularly provided by the Association is submitted to the Board of Directors, (b) the Board of Directors agrees, on behalf of the Association, to provide the requested special services or improvements, subject to the approval of a Section Assessment to cover the cost of the services, (c) a meeting is called among the Owners of Lots in the Section, (d) all Owners of Lots in the Section, are notified in writing not less than thirty (30) days or more than sixty (60) days before the meeting that a meeting will be held to discuss and vote upon the proposal to obtain the special services or improvements and to approve a Section Assessment for that purpose, and (e) the Section Assessment is approved by the Owners of a majority of the Lots in the Section.

The first Section Assessment shall be due thirty (30) days after approval by (i) the Board of Directors prior to the end of the Developer's Control Period, or (ii) the Owners in the Section after the Developer's Control Period. Thereafter, the Section Assessment shall be due on January 1st of each year (unless the Section Assessment approved by the Owners is a one time special service or improvement that does not require ongoing maintenance by the Association in which case there will be only one Section Assessment). Once the initial Section Assessment has been levied, the Board of Directors shall have the authority to set the rate of the Section Assessment each year thereafter (unless the Section Assessment approved by the Owners is a one time special service or improvement that does not require ongoing maintenance by the Association in which case there will be only one Section Assessment) based upon the anticipated cost to provide the special services or maintenance of the improvements, plus any amounts for approved services or improvements provided to the Owners of the Section not covered by the prior year's Section Assessment.

Notwithstanding any provision herein to the contrary, the Board of Directors shall have the authority to discontinue any special services or improvements, which were previously requested and approved as the Board deems, in its reasonable, good faith judgment, to be necessary or appropriate. If an Owner of any Lot in the Section that has approved a Section

Assessment, proposes to discontinue any special services previously requested and approved, a petition signed by Owners representing not less than a majority of the Lots in the Section, must be submitted to the Board of Directors. A meeting of the Owners of Lots in the Section shall be called in the manner set forth above. The special services or improvements shall be discontinued if Owners representing not less than a majority of the Lots in the Section approve the proposal. When special services or improvements are discontinued, either as the result of a decision of the Board of Directors or a vote of the Owners of Lots in the Section, the portion of the total Section Assessment relating to those special services or improvements shall likewise be discontinued. Once discontinued, special services or other improvements may not be renewed unless approved in the manner set forth in this section. For the purpose of any vote under this section, the approval of a majority of the Lots in a Section may be calculated by obtaining the vote of one (1) of the Owners of a Lot in the Section.

SECTION 5.10 **COMMENCEMENT OF ASSESSMENT.** All developed Lots in the Property shall commence to bear their applicable maintenance fund assessment simultaneously on the date of substantial completion. For the purposes of this section, the "date of substantial completion" shall be later of (i) the date the Plat is recorded, or (ii) the date the engineer for the Section has issued a letter certifying all Lots in the Section have been substantially completed. Lots owned by the Developer in the Property are not exempt from Assessment. All developed Lots shall be subject to the Assessments determined by the Board of Directors of the Association in accordance with the provision hereof. Lots which are owned by the Developer in the Section shall be assessed at one-quarter ($\frac{1}{4}$) of the Annual Assessment for twelve (12) months after the date of substantial completion and thereafter one-half ($\frac{1}{2}$) of the Annual Assessment until transferred to a Builder. Lots which are owned by Builders in the Section shall be assessed at one-half ($\frac{1}{2}$) of the Assessment for twelve (12) months after closing and thereafter the full rate of the Annual Assessment shall be assessed. The same computations shall apply to any Special Assessments. The rate of Assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by resident changes, and the applicable Assessment for such Lot shall be prorated according to the rate required during each type of ownership.

SECTION 5.11 **EFFECT OF NONPAYMENT OF ASSESSMENTS.** Any Assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten percent (10%) per annum or the maximum rate of interest allowed by law. The Association may in addition charge a late charge for Assessments not paid within fifteen (15) days after the due date. The Association may bring an action at law against the Owner personally obligated to pay

same, or foreclose the lien against the Lot. Interest, costs, late charges and attorneys fees incurred in any such collection action shall be added to the amount of such Assessment or charge. An Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association and its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for enforcement of such liens, including, specifically, non-judicial foreclosure pursuant to Article 51.002 of the Texas Property Code (or any amendment or successor statute) and each such owner expressly grants to the Association a power of sale in connection with said lien. The Board shall have the right and power to appoint an agent or Trustee to act for and in behalf of the Association to enforce the lien. The lien provided for in this Article shall be in favor of the Association for the benefit of all Lot Owners. The Board shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing an agent or Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The agent or Trustee may be changed at any time and from time to time by the Board by means of a written instrument executed by the President or any Vice President of the Association and filed of record in the Official Public Records of Real Property of Montgomery County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Sale to be recorded in the Official Public Records of Real Property of Montgomery County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses in proceeds of such incurred by the Association in connection with such defaults, including reasonable attorney's fees and reasonable agent or Trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on, each occupant of any such Lot foreclosed on, and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a

judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder. The Association shall also have the right to maintain a deficiency suit in the event the sale proceeds are less than the amount of Assessments, interest, late fees, attorney's fees, costs incurred by or owed to the Association.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any Assessment, the Association may, upon thirty (30) days prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the right of such nonpaying Owner to use the Common Areas, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

It is the intent of the provisions of this Section to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or Vice President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Montgomery County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

No Owner may waive or otherwise escape liability for the Assessments provided herein by non use of the facilities or services provided by the Association or by abandonment of his Lot.

SECTION 5.12 **SUBORDINATION OF THE LIEN TO MORTGAGES.** To secure the payment of the Assessments established hereby and to be levied on each Lot, there is hereby reserved in each deed (whether specifically stated therein or not) a vendor's lien and a contract lien for benefit of the Association, said liens to be enforceable as set forth in Article V hereof by the Board on behalf of the Association; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the request of the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such Assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien. The sale or transfer of any Lot pursuant to purchase money or construction loan mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such Assessment but only as to payment which became due prior to such sale or transfer and not thereafter. Mortgagees are not required to collect Assessments. Failure to pay Assessments does not constitute a default under an insured mortgage.

SECTION 5.13 **ANNUAL ASSESSMENT DUE DATES.** The Association shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The payment dates shall be established by the Association. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by all officer of the Association setting forth whether the Annual Assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

ARTICLE VI.

INSURANCE AND CASUALTY LOSSES

SECTION 6.1 **INSURANCE.** The Association, or its duly authorized agent, shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Association shall have no insurance responsibility for any part of any Lot or the improvements thereon.

The Board shall also obtain a general liability policy covering the Common Areas, insuring the Association and its members for all damage or injury caused by the negligence of the Association or any person for whose acts the Association is held responsible ("Liability Policy"). The Liability Policy shall provide coverage in an amount not less than two million dollar (\$2,000,000.00) single person limit with respect to bodily injury and property damage, not less than three million dollar (\$3,000,000.00) limit per occurrence, if reasonably available, and not less than five hundred thousand dollar (\$500,000.00) minimum property damage coverage.

Premiums for all insurance on the Common Area shall be a Common Area expense, subject to the right of the Association to seek reimbursement for all or a portion of such expenses pursuant to this Declaration.

Insurance policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance satisfies the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total. All insurance coverage obtained by the Association shall be governed by the following provisions:

- (a) all policies shall be written with a company authorized to do business in Texas and holding a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonable available, or, if not available, the most nearly equivalent rating which is available;
- (b) all policies on the Common Area shall be for the benefit of the Association and its members and shall be written in the name of the Association or for the benefit of the Association;
- (c) exclusive authority to adjust losses under policies obtained on the Common Area shall be vested in the Association;
- (d) in no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees;
- (e) all property insurance policies shall have an agreed amount endorsement, if reasonably available; and
- (f) the Association shall use reasonable efforts to secure insurance policies that will provide the following:
 - (i) a waiver of subrogation by the insurer as to any claims against the Association and its directors, officers, employees and manager, the Owner and occupants of Lots and their respective tenants, servants, agents, and guests;
 - (ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
 - (iii) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;
 - (iv) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any curable defect or violation without prior written demand in writing delivered to the Association to

cure the defect or violation and the allowance of reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

- (v) a statement that any "other insurance" clause in any policy exclude individual Owner's policies from consideration; and
- (vi) a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the insurance described above, the Association shall obtain, as a Common Area expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, and flood insurance, if reasonably available. The amount of fidelity coverage shall be determined in the directors' best business judgment, but, if reasonably available, may not be less than one-sixth (1/6) of the annual Assessments on all Lots, plus reserves on hand. Bonds shall contain a waiver or all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

SECTION 6.2 **INDIVIDUAL INSURANCE.** By taking title to a Lot subject to this Declaration, each Owner covenants and agrees with all other Owners and with the Association that such Owner shall carry homeowners insurance on the Lots and structures constructed thereon including (a) liability coverage and (b) property damage liability insurance, plus extended coverage for full replacement value. Each Owner further covenants and agrees that in the event of loss or damage to the structures comprising his Lot, the Owner shall either: (a) proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved by the Committee; or (b) clear the Lot of all damaged structures, debris and ruins and thereafter maintain the Lot in a neat and attractive, landscaped condition consistent with the requirements of the Committee and the Board of Directors.

SECTION 6.3 **DAMAGE AND DESTRUCTION.**

- (a) Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors of the Association or its duly authorized agent shall proceed with the filing and

adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost or repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the voting members representing at least seventy-five percent (75%) of the total Class "A" vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. Except as expressly provided herein, no mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area or common property of the Association shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or constricted and no alternative improvements are authorized then and in that event the affected portion of the Property shall be cleared of all debris and ruins and maintained by the Association in a neat, attractive, landscaped condition.

SECTION 6.4 **DISBURSEMENT OF PROCEEDS.** If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purposes, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided.

Any proceeds remaining after defraying such costs of repair or reconstruction, or if no repair or reconstruction is made, any proceeds shall be retained by and for the benefit of the Association.

SECTION 6.5 **REPAIR AND RECONSTRUCTION.** If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors of the Association shall, without the necessity of a vote of the members, levy a Special Assessment against the Owners of Lots sufficient to raise the additional funds necessary to

restore the common amenity. Additional Special Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VII.

NO PARTITION

SECTION 7.1 **NO PARTITION.** Except as is permitted in the Declaration or amendments thereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Association from acquiring and disposing of tangible personal property nor from acquiring title to real property, which may or may not be subject to this Declaration.

ARTICLE VIII

PROPERTY ACCESS

The Association cannot open any free access roads or paths into the Property unless mandated by state, county, or municipal laws.

The Association shall also maintain an access control station and limited access gate system at the Property main access located on Canyon Ranch Drive ("Access Control Station"). After at least eighty percent (80%) of the Lots in the Property are sold and occupied by a resident, the Access Control Station shall be manned twenty-four (24) hours per day, seven (7) days per week by an individual with the following qualifications:

1. off duty police officers of a local municipality; or
2. contract County Deputy Sheriff or Constable; or
4. guard service licensed by the State of Texas to perform such services; or
5. peace Officer licensed by the State of Texas to perform such services.

ARTICLE IX.

PARTY WALLS, VILLA COMMON DRIVEWAYS,
FOUNDATIONS AND ROOFS ON VILLA LOTS

SECTION 9.1 PARTY WALLS, VILLA COMMON DRIVEWAYS,
FOUNDATIONS AND ROOFS ON VILLAS:

- (a) General Rules of Law to Apply. Each wall built as a part of the original construction on the Villa Lot Common Line of attached Villas on Villa Lots, which serves and separates any two (2) adjoining Villas shall constitute a party wall. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who are served by the wall in equal proportions.
- (c) Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner served by the wall may restore it, and if other Owner or Owners are served by the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.
- (d) Weatherproofing. Notwithstanding any other provision of this Section, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes any party wall of a duplex to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors-in-title.
- (f) Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any

party refuse to appoint an arbitrator within ten (10) days after written request therefore by the Board of Directors, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

- (g) Villa Common Driveways, Foundations of Villas and Villa Garages and Roofs of Villas and Villa Garages. Villa Common Driveways, foundations of Villas and Villa Garages, roofs of Villas and Villa Garages, which form a part of the attached Villas, Villa Garages and Villa Common Driveways on Villa Lots will be dealt with in the same fashion as party walls, as set forth in this section.

ARTICLE X.

GENERAL PROVISIONS

SECTION 10.1 **ENFORCEMENT.** The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

SECTION 10.2 **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision or provisions, which shall remain in full force and effect.

SECTION 10.3 **GRAMMAR.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

SECTION 10.4 **OWNER'S EASEMENT OF ENJOYMENT.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any Recreational Area situated upon the Common Area;

- (b) the right of the Association to suspend the voting rights and right to use of the Recreational Areas by an Owner for any period during which any Assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations;
- (c) the right of the Association or the Developer to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; and
- (d) the right of the Association to collect and disburse those funds as set forth in Article V of this Declaration.

SECTION 10.5 **CONSTRUCTIVE NOTICE AND ACCEPTANCE.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Property does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Properties, or any portion thereof.

SECTION 10.6 **DELEGATION OF USE.** Any Owner may delegate in accordance with the By-Laws of the Association his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Lot.

SECTION 10.7 **AMENDMENT.** This Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by those Owners owning not less than seventy-five percent (75%) of the Lots within the Property, and thereafter by an instrument signed by those Owners owning not less than sixty-seven percent (67%) of the Lots within the Property. This Declaration may also be amended by the Developer without the joinder of any other party as long as Developer owns a Lot, so long as any such amendment is not inconsistent by the residential character of the Property. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Montgomery County, Texas. Prior to the end of the Developer Control Period, any amendments to the Declaration must be approved in writing by the Developer, which written approval must be filed of record with the amendment to the Declaration.

SECTION 10.8 **DISSOLUTION.** If the Association is dissolved, the assets shall be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

SECTION 10.9 **COMMON AREA MORTGAGES OR CONVEYANCE.** The Common Area cannot be mortgaged or conveyed without the consent of seventy-five percent (75%) of the Lot Owners (excluding the Developer).

If the ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area shall be subject to the Lot Owner's easement.

SECTION 10.10 **BOOKS AND RECORDS.** The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member for "any proper purpose." The Articles of Incorporation, By-Laws of the Association, and this Declaration shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

SECTION 10.11 **INTERPRETATION.** If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

SECTION 10.12 **OMISSIONS.** If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

SECTION 10.13 **ADDITIONAL REQUIREMENTS.** So long as required by the Federal Home Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven percent (67%) of the first mortgagees or members representing at least sixty-seven percent (67%) of the total Association vote entitled to be cast thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot (a decision, including

contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Property regarding Assessments annexed or other similar areas shall not be subject to this provision when such decision or subsequent declaration is otherwise authorized by this Declaration.);

(c) by act or omission change, waive, or abandon any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property, or to add to Reserves. First mortgagees may, jointly or singly, after thirty (30) days written notice to the Association, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

SECTION 10.14 NO PRIORITY. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

SECTION 10.15 NOTICE TO ASSOCIATION. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

SECTION 10.16 AMENDMENT BY BOARD. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements, which necessitate the provisions of this Article or make any such requirements less stringent, the Association, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

SECTION 10.17 APPLICABILITY OF ARTICLE X. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, By-Laws, or Texas Law for any of the acts set out in this Article.

SECTION 10.18 **FAILURE OF MORTGAGEE TO RESPOND.** Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

SECTION 10.19 **ANNEXATION.** ADDITIONAL RESIDENTIAL PROPERTY OR COMMERCIAL PROPERTY AND COMMON AREA MAY BE ANNEXED TO THE PROPERTY BY THE DEVELOPER OR INCORPORATED INTO THE ASSOCIATION WITHOUT THE CONSENT OF THE BOARD OR APPROVAL BY THE MEMBERSHIP.

SECTION 10.20 **SAFETY AND SECURITY.** NEITHER THE DEVELOPER, NOR THE ASSOCIATION, THEIR DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AND ATTORNEYS, ("ASSOCIATION AND RELATED PARTIES") SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SAFETY OR SECURITY WITHIN THE PROPERTY. THE ASSOCIATION AND RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, INCLUDING LIMITED ACCESS GATES, IF ANY, THE ENTRANCE AND/OR THE PERIMETER FENCE. OWNERS, LESSEES AND OCCUPANTS OF ALL LOTS, ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, BY ACCEPTANCE OF A DEED TO A LOT ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, HOME ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, HOME ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. OWNERS, LESSEES, AND OCCUPANTS OF LOTS ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT INSURERS AND THAT EACH OWNER, LESSEE AND OCCUPANT OF ANY LOT AND ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUME ALL RISKS

FOR LOSS OR DAMAGE TO PERSONS, TO RESIDENCE OR LOT AND TO THE CONTENTS OF THEIR RESIDENCE OR LOT AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, HOME ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has executed the foregoing instrument on this 30th day of May, 2003.

Land Tejas Development Legends Ranch, Ltd.,
a Texas limited partnership

By: Land Tejas Companies, Ltd,
A Texas limited partnership
Its managing General Partner

By: Land Tejas Corporation, General Partner
A Texas corporation

By: Courtney P. Grover
Courtney P. Grover, Vice President

By: Al P. Brende, V.P.
Al P. Brende, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30th day of May, 2003, by Courtney P. Grover, Vice President of Land Tejas Corporation, a Texas corporation, for the consideration and in the capacities stated therein.

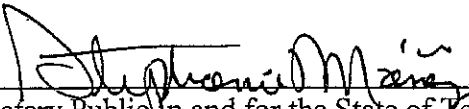


Stephanie Manez
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30th day of May, 2003, by Al P. Brende, Vice President of Land Tejas Corporation, a Texas corporation, for the consideration and in the capacities stated therein.




Notary Public and for the State of Texas

CONSENT OF LIENHOLDER

to

“DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEGENDS RANCH, SECTION ONE (1), A SUBDIVISION IN MONTGOMERY COUNTY, TEXAS”

The undersigned, being a lienholder against Legends Ranch, Section One (1) does hereby consent and agree to the foregoing “DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEGENDS RANCH, SECTION ONE (1) A SUBDIVISION IN MONTGOMERY COUNTY, TEXAS” to which this instrument is attached.

SOUTHWEST BANK OF TEXAS, N.A.

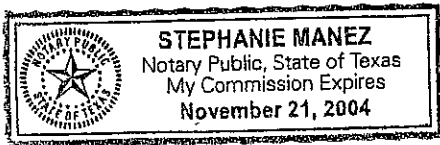
June 3, 2003
Date

By: [Signature]
Print Name: Judson Martin
Title: Banking Officer

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Judson Martin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 3rd day of June, 2003, to certify which witness my hand and official seal.



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

Return to:
Butler & Hailey, P.C.
1616 S. Voss, Suite 500
Houston, Texas 77057

RESIDENTIAL LOT MASTER PLANT LIST**TREES**

<u>Botanical Name</u>	<u>Common Name</u>
Acer Rubrum	Red Maple
Betula Nigra	River Birch
Carya Illinoensis & vars.	Pecan
Corsia Canadensis & vars.	Redbud
Crataegus Marshalli	Parsley Leaf Hawthorn
Crataegus Spathulaia	Little Hip Hawthorn
Fraxinus Pennsylvancia vars.	Green Ash
Ilex Decidua	Possumhaw
Ilex Opaca & vars.	American Holly
Ilex Vomitoria	Yaupon Holly
Koelreuteria Paniculata	Golden-rain Tree
Lagerstroemia Indica vars.	Crape Myrtle
Liquidambar Styraciflua	Sweetgum
Ligustrum Japonicum (tree form)	Wax Leaf Ligustrum
Magnolia Graniflora & vars.	Southern Magnolia
Magnolia Soulangeana & vars.	Saucer Magnolia
Magnolia Virginiana	Sweet Bay Magnolia
Myrica Cerifora	Southern Bayberry
Parkinsonia Aculonia	Rotarna
Platanus Occidenfalls	Sycamore
Prunua Caroliniana	Cherry Laurel
Pyrus Calleryana & vars.	Callery Pear
Quercus Falcata & vars.	Southern Red Oak
Quercus Nigra	Water Oak
Quercus Nuttallil	Nuttall Oak
Quercus Phellos	Willow Oak
Quercus Shumardi	Shumard Oak
Quercus Texana	Texas Red Oak
Quercus Virginiana	Live Oak
Saplum Sebiforum	Chinese Tallow
Taxodium Distichum	Bald Cypress
Ulmus Crassifolia	Evergreen Elm
Pinus Elliottl	Slash Pine
Pinus Taoda	Loblolly Pine

RESIDENTIAL LOT MASTER PLANT LIST**SHRUBS**

<u>Botanical Name</u>	<u>Common Name</u>
Berberis Thunbergii "Crimson Pygmy"	Crimson Pygmy Barberry
Buxus Microphylla Japonica	Japanese Boxwood
Camellia Sasanqua & vars.	Sasanqua Camellia
Chamaerops Humilla	Mediterranean Fan Palm
Cleyera Japonica	Japanese Cleyera
Cycas Revoluta	King Sago Palm
Elaengnus Pungens & vars.	Elaengnus
Etlonoytrya x "Coppertone"	Coppertone Loquint
Fatsia Japonica	Fatsia
Foijoa Sallowiana	Pineapple Guava
Gardenia Jasminoides "Radicans"	Dwarf Gardenia
Ilex Cornula & vars.	Chinese Holly
Ilex Decidua	Possumhaw
Ilex Vomiloria & vars.	Yaupon Holly
Juniperus spp. & vars.	Juniper
Lagerstroemia Indica (dwarf vars.)	Dwarf Crepe Myrtle
Ligustrum Japonicum & vars.	Wax Leaf Ligustrum
Ligustrum Sinense "Variegnium"	Variegated Privet
Mahonia Beatol	Leatherleaf Mahonia
Michelia Figo	Banana Shrub
Myrica Cerifora	Southern Bayberry
Nandina Domostica & vars.	Nandina
Nandina Domostica "Compacta"	Compacta Nandina
Norium Oleander (hardy vars.)	Oleander
Photinia Fraseri	Fraser's Photinia
Pittosporum Tobira & vars.	Pittosporum
Pyracantha spp. & vars.	Pyracantha
Raphiolepis Indica & vars.	Indian Hawthorn
Rhododendrom (Azalea) spp. & vars.	Azalea
Viburnum Japonicum	Japanese Viburnum
Viburnum Odoralissimum	Sweet Viburnum
Viburnum Susponsum	Sandankwa Viburnum
Viburnum Tinus & vars.	Launistinua Viburnum
Xylosmaicongestum	Shiny Xylosma
Yucca spp. & vars.	Yucca

RESIDENTIAL LOT MASTER PLANT LIST**GROUNDCOVERS**

<u>Botanical Name</u>	<u>Common Name</u>
Ajuga Reptans	Ajuga
Asparagus Sprengerli	Sprengerli Asparagus Fern
Berbods Thungorgil "Crimson Pygmy"	Crimson Pygmy Barberry
Cyrtomium Falcaium	Holly Fern
Gardenia Jasminoides "Radicans"	Dwarf Gardenia
Hedera Canarionsis & vars.	Algerian Ivy
Hedera Helix & vars.	English Ivy
Juniperus & vars.	Juniper
Liriope Muscari & vars.	Liriope
Lonicera Japonica Chlaensis	Purple Japanese Honeysuckle
Lonicera Japonica "Halliana"	Hall's Honeysuckle
Nandina Domestica "Harbor Dwarf"	Harbor Dwarf Nanina
Ophlopagon Japonicus	Monkey Grass
Ophlopagon Japonicus "Nanus"	Dwarf Monkey Grass
Pyracantha "Red Elf"	Red Elf Pyracantha
Pyracantha "Ruby Mound"	Ruby Mound Pyracantha
Trachelospermum Asiaticum & vars.	Japanese Star Jasmine
Trachelospermum Jasminoides & vars.	Confederate Jasmine

GRASS

<u>Botanical Name</u>	<u>Common Name</u>
Cynodon Dactylon	Common Bermuda
Cynodon Hybrid	Hybrid Bermuda
Festuca Arundinacea	Tall Fescue KY-31
Lolium Multiflorum	Annual Rye Grass
Stenotaphrum Secundatum	St. Augustine Grass

VINES

<u>Botanical Name</u>	<u>Common Name</u>
Bigonia Capreolata	Crossvine
Clematis Dioscaorelfolia	Sweet Autumn Clemantis
Campsis Radicans	Trumpet Creeper

RESIDENTIAL LOT MASTER PLANT LIST**VINES (CONT.)**

<u>Botanical Name</u>	<u>Common Name</u>
Clytostoma Callisegloidea	Lavender Trumpet Vine
Ficus Pumlia	Climbing Fig Vine
Gelsemium Sempervirens	Carolina Jessamine
Lonicera Japonica Chinonsis	Purple Japanese Honeysuckle
Lonicera Japonica "Halliana"	Hall's Honeysuckle
Lonicera Sempervirens & vars.	Trumpet Honeysuckle
Millottia Roliculata	Evergreen Wisteria
Rosa Banksiae	Yellow Lady Banks' Rose
Wisteria Sinensis	Chinese Wisteria

PERENNIALS

<u>Botanical Name</u>	<u>Common Name</u>
Aster Frikarli	Frikarli Aster
Chrysanthemum Maximums & vars.	Shasta Daisy
Coreopsis & vars.	Coreopsis
Cyrtolium Falcaltim	Holly Fern
Fern spp.	Fern
Gerbera jamesonii	Gerber Daisy
Hymenocallis spp.	Basket Flower
Hemerocallis vars.	Daylily
Iris vars.	Louisiana Iris
Tulbaghia Violacia	Society Garlic

ANNUALS**Spring Planting**
(March/April)

Geraniums
Lantana Montevicensis vars.
Periwinkle
Petunia (last only through May)
Pursiano
Scarlotta Begonia

Fall Planting
(October/November)

Calendula
Pansy
Snapdragons
Dianthus
Mums

329-10-1073

RESIDENTIAL LOT MASTER PLANT LIST

WILDFLOWERS

Botanical Name

Rudbeckia Fulvida
Buchloe Dactyloides
Coreopsis
Trilolium Incarnatum
Phlox Drummondii
Liatris Pycnostachya
Gaillardia Pulcholla
Monarda Clididora
Monarda Clididora
Verbena Tenulsocia
Cassia Fasciculaia
Echinacea Purpurea
Lupinus Texensis
Castilloia Indivisa
Coreopsis Tinctoria

Common Name

Black-eyed Susan
Buffalo Grass
Coreopsis Varieties
Crimson Clover
Drummond Phlox
Gay Feather
Indian Blanket
Lemon Mint
Mexican hat
Moss Verbena
Partridge Pea
Purple Cornflower
Texas Bluebonnet
Texas Paintbrush
Tickseed

FILED FOR RECORD

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Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County, Texas.

JUN - 4 2003



Mark Turnbull
County Clerk
Montgomery County, Texas