

## *LEGEND HILLS*

### SUMMARY OF RESTRICTIONS

**NOTE** - The following is a summarization of the restrictions for the Legend Hills Subdivision, as noted in the "Declaration of Covenants, Conditions, Reservations, and Restrictions," a full copy of which can be obtained from your local realtor.

1. No tract within Legend Hills may be subdivided by any owner after purchase except with written approval by seller, its heirs, successors, or assignees.
2. No improvements shall be erected or constructed on any lot in Legend Hills nearer than 25 feet to the front property line nor nearer than 10 feet to the side property line.
3. All garbage, trash, and unsightly rubbish shall be promptly removed and not permitted to remain on any tract in Legend Hills. No outside incinerators are permitted.
4. No commercial lease hunting shall be permitted on any tract in Legend Hills.
5. No noxious, offensive, unlawful or immoral use shall be made of the premises. All covenants and restrictions shall be binding upon the PURCHASER or his successors, heirs, and assigns. Said covenants and restrictions are for the benefit of Legend Hills residents.
6. No removal of trees nor excavation of any other materials other than for landscaping, construction of buildings, driveways, etc. will be permitted without written permission of the seller.
7. All lots are subject to easements and restrictions of the record and are subject to any applicable zoning rules and regulations.
8. All lots and every part thereof are restricted to single family residential uses exclusively and none of said property shall be used for business or commercial purposes, except for raising livestock as hereinafter restricted.
9. No dwelling house shall be constructed upon any tract in Legend Hills which contains less than 1400 square feet of living area, exclusive of garages, carports, and porches, and all dwelling houses, except as hereinafter set forth, shall have

masonry construction or brick, rock, or stucco veneer covering not less than 80% of the exterior wall area. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors or gables. The Seller reserves the right to approve other forms of construction such as log construction or other types of construction. All residences must be completed within fifteen (15) months after construction has begun.

10. Only new construction materials (except for used brick or stone) shall be used in construction of any residence situated on a lot.
11. No more than one (1) animal unit (AU) per four acres shall be permitted on any tract of Legend Hills, except however, this restriction shall not apply to animals which are used in a 4H or FFA Youth Project and except further, should the owner plant improved grasses, then this restriction in regard to the area covered by the improved grasses shall provide that no more than one (1) animal unit per two acres shall be permitted. Animal unit as used herein shall have the same definition as used in normal soil conservation practices in Llano County. No livestock feed lots shall be permitted on any tract of Legend Hills. No commercial poultry farms, poultry house or commercial poultry operation, including but not limited to chickens, turkeys, emus, rheas or ostriches shall be permitted on any tract of Legend Hills. No swine except for swine used in 4H or FFA Youth Projects shall be permitted on any tract of Legend Hills.
12. Every dwelling constructed upon said property shall be provided with sanitary indoor plumbing and no permanent outdoor privies shall be permitted. No residential dwelling shall be built without an approved septic tank, in accordance with all Federal, State, and local laws, regulations, etc. or any other sewage disposal system that is so approved.
13. No trailer, trailer house, double-wide trailer, modular home, tent, or shack shall ever be used as a dwelling, temporary or permanent, in Legend Hills.
14. No dwelling house or other structures shall be moved upon the premises from outside said subdivision, except with the express consent of Seller.
15. All restrictive covenants and conditions herein shall apply to future remodeling of buildings and to rebuilding in case of destruction by fire or the elements.

16. No rodeo or other sport arenas, either public or private shall be permitted on any tract in Legend Hills.
17. No sign of any kind shall be displayed to the public view on any tract except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period. The seller may erect a sign of a larger size to advertise the development as long as there remains any unsold tracts in the development.
18. No inoperative vehicles shall remain parked on the premises for longer than thirty (30) days.
19. All outbuildings such as tool sheds, storage houses, trailer ports, barns, etc. shall have the exterior walls constructed of standard building materials, including colored metal and painted concrete block. Galvanized metal on the exposed walls of any such outbuilding is expressly prohibited.
20. No residence shall be occupied until construction of the interior and exterior of the residence is completed.
21. Each owner of a tract in the subdivision shall keep said property clean and neat in appearance and free of litter at all times.
22. The covenants and conditions set forth in this document shall be covenants running with the title of any tract.
23. Before beginning construction of a residence the plat plans, building plans and specifications thereof need to be submitted to seller or seller's designated architectural committee for their review and approval before construction can begin.
24. There shall be reserved in favor of all owners of tracts in Legend Hills utility easements for electricity, telephone, water lines, or gas lines on ten feet either side of all tract lines.
25. All perimeter fencing, if constructed, will be constructed of 2 7/8" pipe corners painted dark green with six foot (6') green T-Posts spaced at a minimum of twelve foot (12') intervals. Wire shall be 12 1/2 gauge barb or smooth wire, with no less than seven strands on the fence. Net wire fencing is allowed if the net wire is at least 12 1/2 gauge with at least a 48" height. All fencing shall not remain in a partly finished condition any longer than reasonably necessary. Other types of fencing, such as split rail, wood, stone, pipe, and PVC rail are allowed upon the express permission and approval of the Architectural Committee. However, fencing is not required.

01-4459

THE STATE OF TEXAS

&

COUNTY OF LLANO

&

DECLARATION  
OF  
COVENANTS, CONDITIONS  
RESERVATIONS AND RESTRICTIONS  
OF  
LEGEND HILLS SUBDIVISION

WHEREAS, LEGENDS, LTD., a Texas Limited Partnership, is the owner of all that certain tract of land in the City of Llano, Llano County, Texas, which has been platted, subdivided into tracts one (1) through twenty-one (21), and designated as LEGEND HILLS according to the plat recorded at Vol. 13 pg. 10 of the Plat Records of Llano County, Texas;

WHEREAS, LEGENDS, LTD. desires to create and provide for the development, improvement, and maintenance of said LEGEND HILLS, for the mutual benefit and pleasure of the present and future property owners in such subdivision, and to protect the property values within such subdivision by imposing upon and against all of the designated lots therein the covenants, reservations, restrictions and other provisions hereinafter set forth; and

NOW THEREFORE, LEGENDS, LTD., does hereby make, adopt and establish the following reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions and stipulations, each of which shall be applicable to the property referenced above.

I.  
DEFINITIONS

1. The following terms when used herein shall the following meanings:
  - a. "LEGENDS, LTD." shall mean Legends, Ltd., a Texas Limited Partnership, its successors and assigns.
  - b. "SUBDIVISION" shall mean Legend Hills, Llano, Texas.
  - c. "RECORDING DATE" shall mean the date upon which this document is file for record with the County Clerk of Llano County, Texas.
  - d. "LOT" or "PARCEL" shall mean those plots of land shown on the plat of the SUBDIVISION.
  - e. "OWNER" shall mean and refer to the record OWNER, whether one (1) or more PERSON(S) or entities of the fee simple title to any LOT in the SUBDIVISION, or any part or interest therein. OWNER shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceedings in lieu of foreclosure. The term, OWNER shall further include any PERSON or entity claiming title to any LOT or portion thereof by adverse possession, any PERSON or entity leasing, renting, or otherwise occupying any LOT or part thereof, and/or any PERSON or entity claiming interest in a LOT or part thereof under a contract of sale.
  - f. "COMMITTEE" shall mean and/or refer to the Architectural Control Committee established under the provisions of this document, its successors and assigns.

- g. "ASSOCIATION" shall mean and refer to any property owners' association provided for in this document, its successors and assigns.
- h. "COMMON AREAS" shall mean all real property owned by the ASSOCIATION for the common use and enjoyment of the OWNERS, including roads, streets, right-of-ways, access easements, gates, entryways and appurtenances thereto, vegetation, lighting, drainage areas, and easements.
- i. "IMPROVEMENTS" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to buildings, outbuildings, fences, storage sheds, patios, tennis courts, swimming pools, garages, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, walls, tanks, reservoirs, pipes, meters, antennae, towers and/or other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, satellite, television antennas, and/or other utilities.
- j. "PERSON(S)" shall refer to any natural person, individual(s), and/or any other entity unless the contract indicates otherwise having the legal right to hold title to real property.
- k. "PLANS" and "SPECIFICATIONS" shall mean any and all documents designed to guide or control the construction or erection of any IMPROVEMENT, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such IMPROVEMENT.
- l. References to the singular shall mean the plural, and the plural shall include the singular.
- m. Terms utilizing bold, capital letters are used as defined terms. Terms utilizing regular upper and lower class casing used generically unless otherwise indicated.

## II. RESERVATIONS

2. In so authenticating the plat referred to herein, for LEGEND HILLS, there is hereby expressly reserved in LEGENDS, LTD., the following rights, titles and easements (hereinafter collectively called "Reservations"). Reservations used herein shall be referred to as a part of and construed as being adopted in each and every contract of sale, deed or instrument of conveyance executed or to be executed by or on behalf of LEGENDS, LTD., conveying any property in the SUBDIVISION or any part thereof.

- a. The legal and fee simple title in and to each and all said streets, roads, right of ways, and access easements and common areas as shown on said plat is hereby reserved in LEGENDS, LTD., its successors and assigns. Once the development of said streets, roads, right of ways, and access easements is complete, LEGENDS, LTD. will convey said improvements to the City of Llano.
- b. LEGENDS, LTD., reserves for itself, its successors and assigns, a perpetual nonexclusive easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of and remove such water, sanitary sewer and storm pipes, gas pipes, mains and conductors and all appurtenances thereto relevant to the operation of waterworks, sanitary sewer, storm sewer and/or drainage systems as it or they may from time to time desire, in, along, under, over, across and through all of the streets, in the SUBDIVISION. Such pipes, mains and conductors, lines, wires, conduits and appurtenances shall be buried to such reasonable depths as will not interfere with the use of the streets for ordinary roadway purposes.

- c. LEGENDS, LTD., reserves for itself, its successors and assigns, title in and to all water, Sanitary sewer, storm sewer, drainage pipes, gas pipes, mains and conductors, all appurtenances thereto; and all electric distribution, communication lines, wires, conduits and all appurtenances thereto constructed by LEGENDS, LTD., or its agents in all of said streets in the SUBDIVISION, together with a perpetual easement to operate, maintain, inspect, repair, reconstruct, change the size of and remove such pipes, mains, and conductors, lines, wires, conduits and appurtenances thereto, as it or they may from time to time desire.
- d. LEGENDS, LTD., reserves for itself, its successors and assigns, a perpetual utility easement in, along, under, over, across, and through a ten (10') foot strip around the entire perimeter of each parcel in the SUBDIVISION. The ten foot (10') strip shall be measured from the property line of each parcel inward. With respect to such easement, LEGENDS, LTD., shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size and remove such utility lines and facilities (including without limitation of the generality thereof, water, sanitary sewer, storm sewer, drainage pipes, gas pipes, mains and conductors, and all appurtenances thereto; electric distribution and communication lines, cables, wires, conduits, guy wires, poles, connections and all appurtenances thereto), as it or they may from time to time desire, together with the right of ingress and egress thereto. The utility easements hereby reserved are easements ten (10') feet wide at and below normal ground level, extending upward to a plane one hundred and twenty feet (120') above the ground, and from said plane and easements twenty feet (20') in width, extending five feet (5') in width adjacent to and on both sides of the utility easements on each PARCEL. LEGENDS, LTD., further reserves the exclusive right to grant franchises and easements to other utility OWNERS to lay, construct, operate, maintain, inspect, reconstruct, change the size of, multiply and remove such utility lines, as described above, in such utility easements. These utility easements are not dedicated to the public in any manner. Further, LEGENDS, LTD., reserves for itself, its successors and assigns, all easements, including but not limited to electrical easements, shown on the plat recorded or to be recorded in Llano County, for LEGEND HILLS.
- e. LEGENDS, LTD., reserves for itself, its successors and assigns the right to make minor changes in and additions to any easements referred to herein for the purposes of more efficiency and economically installing the IMPROVEMENTS. Further, LEGENDS, LTD., reserves for itself, its successors and assigns the right to widen any easement referred to herein in such areas as are necessary to accommodate for the specific aspects, landscape, and topography of any specific PARCEL.
- f. The conveyance by LEGENDS, LTD., of any PARCEL in the SUBDIVISION by contract, Deed, or other instrument of conveyance shall not in any event be held or construed to include any of the rights, titles and easements heretofore reserved in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage, electric light, poles or conduits, pipes, mains and/or any other utility or appurtenances thereto constructed by its agents, in, along, under, through, over, across or upon such easements, property, or any part thereof, of any other Section of LEGENDS, LTD.. The right to sell and lease or otherwise transfer all such rights, titles, easements, utilities, and appurtenances is expressly reserved in LEGENDS, LTD.
3. The foregoing Reservations of rights and easements shall not obligate LEGENDS, LTD., to exercise any of such reserved rights and easements.
4. In the event one or more PARCELS should ever be combined through replatting, the COMMITTEE, through its sole discretion, may transfer, remove, abandon, or assign any of the foregoing Reservations.
5. The invalidity, abandonment or waiver of any or more of the foregoing Reservations, any sentence, clause and/or part thereof shall not affect the remaining Reservations or sentences, clauses and/or parts thereof, which shall remain in full force and effect.

6. LEGENDS, LTD., reserves the right to abandon, assign, dedicate, and/or convey any Reservation contained herein and any rights and interests therein at any time and from time to time in LEGENDS, LTD., sole discretion.

### III. RESTRICTIONS

7. These restrictions are created for the purpose of creating and carrying out a uniform plan for the parceling and sale of LEGEND HILLS. The following restrictions, including without limitation restrictions, covenants, declarations, easements, limitation, charges, agreements, and conditions (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to use, occupancy and conveyance of all the PARCELS in Legend Hills. Every contract, deed, or conveyance which may be hereafter executed with regard to any of the property in the SUBDIVISION shall be conclusively deemed to have been executed, delivered, and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of and interest in any such PARCEL.

#### A. BUILDING AND CONSTRUCTION RESTRICTIONS

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1. Except as herein otherwise provided, each PARCEL in the SUBDIVISION shall be used only for non-commercial residential and recreational purposes. Only single family residential dwellings and appurtenances ordinary to residential living shall be permitted. Guest houses are permitted for families and their guests, which guest houses will be built at the same time as or after the construction of the single family residential dwellings, and will be of the same material, style, and quality of the single family residential dwelling.
2. No residence shall be constructed on any PARCEL that has an under roof living area of less than one thousand four hundred (1,400) square feet, excluding porches, garages, patios, and the like.
3. All single family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows and similar openings) shall be constructed of at least eighty percent (80%) masonry or other material specifically approved in writing by the COMMITTEE. The use of prefabricated materials, including antique homes moved from other locations, shall not be allowed. The COMMITTEE reserves the right to approve other forms of constructions such as log construction. All IMPROVEMENTS shall be constructed on site and must be completed within fifteen months after construction has begun. Pre-built or rebuilt IMPROVEMENTS, including but not limited to industrial homes, house trailers, mobile homes, manufactured or modular homes, kit homes, or old, used, previously owned or remodeled homes shall not be allowed.
4. The driveways shall be paved or granite gravel (No caliche driveways are permitted).
5. Only one single family dwelling, guesthouse and appurtenances thereto such as garages and barns may be placed or constructed on each of the PARCELS as platted as of the RECORDING DATE. No tent, shack, or other temporary building, IMPROVEMENT or structure shall be placed upon the Property without the prior written approval of the COMMITTEE; provided however that the COMMITTEE may maintain or authorize temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen on the Property during any period of actual construction. No residence shall be occupied until construction of the interior and exterior of the residence is substantially completed.
6. Except for fencing, no building or structure, including any tanks, shall be located on any PARCEL nearer to the front property line than twenty five feet (25'), or nearer to either side of the property than fifteen feet (15'), or nearer to the back property line than twenty five feet (25').
7. No IMPROVEMENT of any kind will be erected or placed on any PARCEL in the SUBDIVISION, nor shall any structure be altered in the exterior design after being

- erected or placed on or attached to any PARCEL in the SUBDIVISION, until the construction plans showing the size and location of such IMPROVEMENT has been submitted to the COMMITTEE, or its designated representatives for approval.
8. No stumps, trees, underbrush, refuse of any kind, and/or scrap material from IMPROVEMENTS being erected on any PARCEL shall be placed on any other PARCEL, or on streets or easements.
  9. Every residential dwelling or guesthouse constructed on any PARCEL shall be provided with sanitary indoor plumbing and no permanent outdoor privies shall be permitted. No residential dwelling shall be built without an approved septic tank, in accordance with all Federal, State, and local laws, regulations, etc. or any other sewage disposal system that is so approved.
  10. No tract within Legend Hills may be subdivided by any owner after purchase except with written approval by Seller, its heirs, successors, or assignees.
  11. All outbuildings such as tool sheds, storage houses, trailer ports, barns, etc. shall have the exterior walls constructed of standard building materials, including colored metal and painted concrete block. Galvanized metal on the exposed walls of any such outbuilding is expressly prohibited.
  12. No rodeo or other sport arenas; either public or private shall be permitted on any PARCEL in Legend Hills.
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B. GENERAL RESTRICTIONS

1. No noxious, offensive, unlawful, or immoral use shall be made on any PARCEL; nor shall any rubbish or debris of any kind be placed or permitted to accumulate on or adjacent to any PARCEL, and no odors shall be permitted to arise therefrom, so as to render any such PARCEL or any portion thereof unsanitary, unsightly, offensive, or detrimental to any PERSON or PARCEL. Each owner of a PARCEL in the SUBDIVISION shall keep said property clean and neat in appearance and free of litter at all times. No outside incinerators are permitted.
2. No more than one (1) animal unit (au) per four acres shall be permitted on any PARCEL of Legend Hills, except however, this restriction shall not apply to animals which are used in a 4H or FFA Youth Project and except further, should the owner plant improved grasses, then this restriction in regard to the area covered by the improved grasses shall provide that no more than one (1) animal unit per two acres shall be permitted. Animal unit as used herein shall have the same definition as used in normal soil conservation practices in Llano County. No livestock feed lots shall be permitted on any PARCEL of Legend Hills. No commercial poultry farms, poultry house or commercial poultry operation, including but not limited to chickens, turkeys, emus, rheas, or ostriches shall be permitted on any PARCEL of Legend Hills. No swine except for swine used in 4H or FFA Youth Projects shall be permitted on any PARCEL of Legend Hills.
3. No sign of any kind shall be displayed to the public view on any tract except one professional sign of not more square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period. The Seller may erect a sign of a larger size to advertise the development as long as there remains any unsold PARCELS in the SUBDIVISION.
4. No inoperative vehicles shall remain parked on the PARCELS for longer than thirty (30) days.
5. No commercial lease hunting shall be permitted on any PARCEL in Legend Hills.
6. All perimeter fencing shall be constructed of 2 7/8" pipe corners painted dark green with six foot (6') green T-Posts spaced at a minimum of twelve foot (12') intervals. Wire shall be gauge barb or smooth wire, with no less than seven strands on the fence. Net wire fencing is allowed if the net wire is of good quality with at least a 48" height. Other types of fencing, such as split rail, wood, stone, pipe, and PVC rail are allowed upon the express permission and approval of the COMMITTEE.



7. All lots are subject to easements and restrictions of the record and are subject to any applicable zoning rules and regulations of the City of Llano, Texas.

#### IV.

##### ARCHITECTURAL CONTROL

8. There is hereby created the Architectural Control Committee which shall consist of three (3) members. The initial Architectural Control Committee is composed of:

Michael D. Center  
Warner H. Fox II  
Connie S. Center

A majority of the Architectural Control Committee may designate representatives to act for It. In the event of the death or resignation or failure by any member of the COMMITTEE, the remaining members shall have full authority to designate a successor. Neither the members of the COMMITTEE nor its appointed representatives shall be entitled to any compensation for services rendered pursuant to this covenant. After ten (10) years from the date of this instrument, or at such earlier time as the majority of the COMMITTEE shall determine the power to designate members of the Architectural Control Committee will automatically pass to the Association. The COMMITTEE'S approval or disapproval as required by the Restrictions shall be in writing.

9. The COMMITTEE, its successors and assigns, shall have the power to grant variances of the terms of this Declaration to any PARCEL, so long as any variance is harmonious with the overall scheme and plan of the SUBDIVISION or necessary to comply with any and all local state, and federal laws.

10. Neither LEGENDS, LTD., the members of the COMMITTEE, representatives, and/or their successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any OWNER or lessee of any PARCEL affected by these Restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the COMMITTEE for approval agrees by submission of such plans, and every OWNER or lessee of any PARCEL within the property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against LEGENDS, LTD., the members of the COMMITTEE, or its representatives, to recover any such damages.

11. At the option of a majority of the COMMITTEE, all of the powers, rights, duties and responsibilities of said COMMITTEE may be transferred to the ASSOCIATION; in such event the ASSOCIATION shall appoint a representative or representatives to perform all functions of the COMMITTEE. Said representatives shall be the successor of the COMMITTEE.

#### V.

##### PROPERTY OWNERS' ASSOCIATION

12. Creation - The Association shall be created by virtue of this document.

13. LEGENDS, LTD. shall cause the ASSOCIATION to be formed and LEGENDS, LTD. shall have the power to elect all members of the Board of Directors and to fill any vacancies occurring therein until LEGENDS, LTD. has conveyed by deed, in the aggregate, one hundred percent (100%) of the PARCELS in Legend Hills, according to plat filed in the Official Record of the City of Llano, Llano County, Texas. Once one hundred percent (100%) of the PARCELS have been so deeded, the membership of the Board of Directors shall be determined by majority vote of the PARCEL OWNERS of record that are subject to a required maintenance charge payable to the Association.

LEGENDS, LTD. may elect to transfer power to elect Board of Directors to said record OWNERS at any time.

14. Powers and Functions – The Association shall have powers and functions provided by applicable law, as heretofore or hereafter amended, respectively, and such other powers as set forth herein, including without limitation, at its option, the right to maintain streets, rights of way, access easements, roads, lakes, utilities, recreational areas; to provide for garbage pickup (at a cost to the individual property OWNER if the Maintenance Fund is not sufficient for this purpose), and maintain esplanades and other common areas, the primary only common area at the time of enactment is the front entrance. The ASSOCIATION shall administer the Maintenance Fund hereinafter provided.

15. The ASSOCIATION, acting by and through its Board of Directors, shall have the power to promulgate, create, amend, alter, modify, rescind, and cancel rules and regulations for the SUBDIVISION which are harmonious with the overall scheme and plan of the SUBDIVISION or to comply with any and all local, state, and federal laws.

16. PARCEL ownership and membership in the ASSOCIATION shall be inseparable. Transfer of a PARCEL automatically transfers membership in the ASSOCIATION and all right of the transferor with respect to the COMMON AREAS and facilities to which ownership of such PARCEL relates. Each PARCEL owner will be entitled to one vote in the ASSOCIATION. OWNERS who own more than one PARCEL will be entitled to one vote for each PARCEL owned

#### VI.

#### MAINTENANCE CHARGE

17. Creation of Annual Maintenance Charge. Each PARCEL in Legend Hills is hereby subjected to an annual maintenance charge of SIXTY AND NO/100 DOLLARS (\$60.00) per year, payable annually in advance by the OWNER of each PARCEL on the first day of January each year, beginning 2002 and each succeeding year thereafter until terminated as provided below, to the ASSOCIATION, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund". If the OWNER of one or more PARCELS should ever combine or replat any PARCELS into a smaller number of PARCELS, the OWNER shall remain remain responsible for payment of all maintenance charges on the PARCELS as if the OWNER still owned the original number of PARCELS. The maintenance charge shall be prorated between purchasers and sellers of PARCELS in the proportion that the remaining months of the calendar year bear to the whole year. By acceptance of a deed or other instrument of conveyance, or by any other claim of legal title to any PARCEL or portion thereof, each OWNER agrees and consents to the maintenance charge and the liens as provided herein.

18. Liens. The ASSOCIATION shall have a lien against any PARCEL for which the maintenance charge provided herein shall not be paid effective upon the thirtieth (30<sup>th</sup>) day following the date said maintenance charge became due and payable. The amount of the lien shall be for the amount of the maintenance charge then due owing and unpaid plus an additional delinquency charge of twelve percent (12%) per annum of the unpaid balance accruing from the date said maintenance charge became due and payable. The ASSOCIATION shall have the right to evidence the existence of this lien by filing a statement of lien in the Office of the County Clerk of Llano County, Texas, but the failure of the ASSOCIATION to so file a statement shall not affect the validity of the lien as between the ASSOCIATION and the OWNER.

19. Purposes and Uses of the Maintenance Fund. The maintenance charge shall be used to pay "maintenance expenses" which shall include without limitation expenses incurred for any of the following purposes: lighting, rights of way, fences, entrances, or other area which can be used by all OWNERS which in the opinion of the ASSOCIATION would benefit the SUBDIVISION as a whole, such as collecting and disposing of garbage and rubbish, caring for vacant PARCELS, etc. The act of the

ASSOCIATION and its expenditures of the Maintenance Fund shall be final so long as it acts in good faith.

20. The ASSOCIATION may increase or reduce the maintenance charge from time to time by action applying uniformly to all PARCELS in the SUBDIVISION as provided below.

21. Developer not Liable – LEGENDS, LTD., it's General Partner, or it's Limited Partner, regardless of class or designation, shall not be liable or in any way responsible for the payment of any maintenance charges provided for herein.

#### VII.

##### SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

22. In addition to the annual assessments for maintenance charges authorized above, the ASSOCIATION may levy in any assessment year, special assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the COMMON AREA, provided that any such assessment shall have the assent of a three-fourths (3/4) majority of the votes of the members who are voting in PERSON or by proxy at a meeting duly called for this purpose. Written notice of a meeting called for this purpose shall be sent to all members not less than thirty (30) days or more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting and the proposal to be voted on.

23. No special assessments for capital improvements shall be made under this provision prior to the time when the membership of the Board of Directors of the ASSOCIATION is determined by majority vote of the land OWNERS of record subject to the maintenance charge as hereinabove set forth.

24. The Special Assessments shall be payable by the OWNERS on the dates and terms as may be established by the ASSOCIATION. The ASSOCIATION may also provide for a lien against any PARCELS for which the special assessment remains unpaid.

#### VIII.

##### SUBORDINATION OF THE LIEN TO MORTGAGES

25. The liens of the assessments provided for herein shall be subordinate to the lien of any first mortgage and/or mortgages granted or created by the OWNER of any LOT to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such LOT. Sale or transfer of any LOT or transfer of any LOT pursuant to a foreclosure under such purchase money or IMPROVEMENT, mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such LOT owner from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishments of the lien shall relieve the delinquent LOT OWNER from his/her personal obligation and liability thereof.

#### IX.

##### EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION

26. Any assessments and charges which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The ASSOCIATION may bring an action of law against the OWNER or member personally obligated to pay the same, or foreclose the lien against the property. Any interest, costs, and reasonable attorney's fees of any such action will be added to the

amount of such assessment. Each OWNER and subsequent OWNER will execute a Deed of Trust securing payment of the assessments and charges provided for herein. Each OWNER, by his/her acceptance of a Deed to a LOT, hereby expressly vests in the ASSOCIATION, or 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 the enforcement of such liens, including foreclosure by an action brought in the name of the ASSOCIATION in a like manner as a mortgage or deed of trust lien on real property and such OWNER hereby expressly grants to the ASSOCIATION a power of sale in connection with said lien. Any sale pursuant to this power shall be conducted in accordance with the provisions of the Texas Property Code Annotated, as it now exists or as it may be amended from time to time. The ASSOCIATION acting on behalf of the LOT OWNERS shall have the power to bid in an interest at foreclosure sale and to acquire and hold, lease, mortgage, and convey.

X.

MISCELLANEOUS PROVISIONS

27. The foregoing Restrictions are adopted as part of and shall apply to each and every PARCEL in the SUBDIVISION. Such Restrictions are equally for the benefit all subsequent OWNERS of PARCELS in Legend Hills and accordingly, shall be covenants running with the land. Any OWNER or lienholder of any of the property or the ASSOCIATION shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the Restrictions and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however that this clause shall not restrict any governmental agency from acting to enforce any of the Restrictions. Further, Declarant or any OWNER shall have the right to enforce, by proceeding, at law or in equity, for damage or injunction or both, all restrictions, covenants, conditions, right and duties imposed, allowed or granted by the provisions of this Declaration. Failure by Declarant or owner to enforce any restriction, covenant, condition, duty or right herein contained shall in no event be deemed a waiver of their respective right to do so at a later time.

28. Nothing contained in this document or any violation of any of the Restrictions shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against the SUBDIVISION or any portion thereof.

29. Any and all rights, powers and reservations of LEGENDS, LTD. herein contained may be assigned to any person, corporation, or association which will assume the duties pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by LEGENDS, LTD. herein and LEGENDS, LTD. shall thereafter be released from any future liabilities. The term LEGENDS, LTD. as used in this document includes all such assignees and their heirs, successors, and assigns.

30. Every person who now or hereafter owns or acquires any right, title, or interest in or to any property in the SUBDIVISION is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this declaration is contained in this instrument by which such person acquires an interest in the property.

31. LEGENDS, LTD. reserves the right to make minor deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out, all without further action or consent by or from any party.

32. The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of any part of the provision of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

33. No breach or continuing breach of the restrictions, covenants, conditions, duties, or obligations imposed, allowed or granted by this Declaration shall be grounds for cancellation, termination or rescission of this Declaration or of any provisions thereof.

34. The words such as "herein", "hereafter", "hereof", "hereunder", and "hereinabove" refer to this Declaration as a whole and not merely to a section or paragraph or article in which such words appear, unless the context otherwise requires. The masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.

Dated this the 18<sup>TH</sup> day of JUNE, 2001

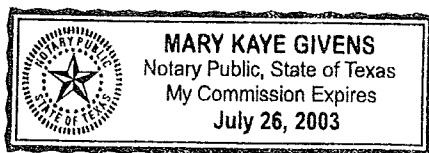
LEGENDS, LTD., A TEXAS LIMITED PARTNERSHIP

By: [Signature]  
Michael D. Center, President of the General Partner

#### ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF LLANO

This document was acknowledged before me on the 18 day of June, 2001, by Michael D. Center, President of Llano Legends, Inc., a Texas Corporation, General Partner of Legends, Ltd., a Texas Limited Partnership, on behalf of said partnership.



[Signature]

Notary Public, State of Texas

Notary's printed name MARY KAYE GIVENS

My commission expires July 26, 2003

FILED FOR RECORD  
AT 2:12 pm

JUN 18 2001

BETTE SUE HOY CO. CLK.  
LLANO CO. TEXAS

BY: [Signature] DEPUTY

2790

Michael Center

PhB 1532

111 F. TX 78654

THE STATE OF TEXAS\*\*\*\*COUNTY OF LLANO  
I, HEREBY CERTIFY THAT THE INSTRUMENT WAS  
FILED ON THE DATE AND TIME STAMPED HEREON BY  
ME AND WAS DULY RECORDED IN VOL. 1122  
PAGE 68-177, OF THE OFFICIAL PUBLIC RECORDS  
OF REAL PROPERTY OF LLANO COUNTY, TEXAS ON  
18 DAY OF June, 2001.



[Signature]  
BETTE SUE HOY, COUNTY CLERK  
LLANO COUNTY, TEXAS