

**First Amended and Restated Declaration of Restrictive Covenants of
the The Legend Park Subdivision**

Date: August 16, 2023

Declarant: Legend Park, LLC a Texas Limited Liability Company

Declarant's Address: PO Box 761089, San Antonio, Texas 78245

Property Owners Association: The Legend Park Property Owners Association, an unincorporated Texas nonprofit association.

Property Owners Association's Address: PO Box 761089, San Antonio, Texas 78245

Property: 54.186-acre tract in Medina County, Texas, as more particularly depicted on the Preliminary Plat attached hereto as Exhibit "A".

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means The Legend Park, LLC, a Texas limited liability company and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Declarant Control Period" means that period of time during which Declarant controls the operation and management of the Property Owners Association by appointing at least a majority of the directors of the Property Owners Association, pursuant to the rights and reservations contained in Article E herein and otherwise in this Declaration, to the full extent and for the maximum duration permitted by applicable law.

"Developer" means McM Texas Homes, LLC, a Texas limited liability company and any successor or assign as approved by the Declarant.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

“Governing Documents” means this Declaration and the Certificate of Formation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

“Lot” means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

“Member” means Owner.

“Owner” means every record Owner of a fee interest in a Lot.

“Plat” means the Plat of the Property recorded in Clerks File No. 2023004641, Cabinet Slide 1078A-Cof the real property records of Medina County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

Property Owners Association means an association composed of all Owners for the purpose described in Part E of this Declaration.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Single Family” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

“Structure” means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, screen wall, tennis court, swimming pool, landscaping, outdoor lighting, sheds, greenhouses, patios, decks, play structures, dog runs, solar panels, retaining walls outbuilding, or recreational equipment.

“Subdivision” means the Property covered by the Plat and any additional property made subject to this Declaration.

“Variance” means any variance or waiver relative to deviations from the requirements of this Declaration and/or the ACC Standards granted by the ACC.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

Any said owner does hereby adopt as applicable to property in Legend Park, a common scheme or plan of covenants, conditions and restrictions hereinafter set out. All of the lots in the subdivision shall be conveyed, held, used and enjoyed subject to the terms, provisions and conditions of these covenants, running with the land and binding this owner. These covenants are filed in the State of Texas, County of Medina.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. The owners of 67% of the lots of this subdivision shall constitute the majority defined and required in the preceding paragraph.

3. If the parties hereto, or any of them or their heirs, assigns or successors in interest, shall violate or attempt to violate any of these covenants, then any person or persons owning real property situated within this subdivision may institute proceedings, in law, or in equity, against such violators or attempted violators, or cumulatively, to recover damages or other relief for such breach.

4. Invalidation of any covenant by judgment or court order shall in no way adversely affect any of the other covenants.

5. All of the lots in the subdivision shall be for residential purposes, the improvements thereof to be constructed for single family residential use only. Operation of

businesses on such premises will not be permitted except for business activities that are customary for home bound businesses, are not noticeable to the public and are approved by the Property Owners' Association (POA).

6. No structure shall be altered, or any structure erected or placed on any of the lots in the above subdivision until its plans, specifications and structure have been approved in writing. Approval must be given by an architectural control committee (ACC) composed of no less than three (3) members appointed by the Board of Directors of the Legend Park Property Owner's Association, Inc

7. The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove the plans and specifications submitted within 15 days of receiving them, approval will not be required. All construction approved by the committee shall be completed in a workmanlike manner within 365 days.

8. All buildings or other structures, habitable or not, permanent or temporary, shall be located on a residential building lot within the building setback lines as defined herein or shown on the recorded plat for Legend Park Subdivision. The term "building" as used in this paragraph does not include a porch, masonry lug, steps or roof overhang, and it is permissible for said improvements to be constructed nearer to the property line than the building setback line as shown on the recorded plat or defined below:

Front: 50'

Side: 15', unless the side lot line adjoins a street, then 25'

Rear: 30'

Driveways may be no closer than five feet (5') to a side lot line.

The ACC shall have the right to grant Variances to the setbacks established in this Section to accommodate topography, irregular boundary lines, existing trees and vegetation, or rock outcroppings on a Lot or the architectural design of the proposed improvements. In no event may any structure be constructed or maintained upon any utility easement or other easement. All Variances to setbacks must be approved in writing by the ACC and may also require approval by Medina County.

9. Private driveways on each residential lot and visible from a street or common area must be constructed of brick pavers, stamped concrete, salt finished concrete, or broom finished concrete. Asphalt driveways will be considered on a limited case by case basis by the ACC. Driveway approaches within the private street right of way, shall be constructed of salt-finished or broom finished concrete and shall comply with Medina County standards. All curb cuts must be professionally machine cut. No more than one curb cut per lot shall be permitted without the approval of the ACC. Driveway locations shall be only as approved by the ACC, Medina County, and any other applicable Governmental Authority. A circular driveway may be considered by the ACC if the driveway is not more than twenty feet (20') wide and the total impervious cover of the driveway material does not exceed forty percent (40%) of the front

building setback area. Loose gravel driveways or pebble finish concrete drives are specifically prohibited forward of the front building line.

10. All perimeter fences will be limited to "King Ranch" type fencing which consists of galvanized 4" x 2" (non-climb) net wire with stripped cedar posts, not to exceed sixty inches (60") in height. Alternatively, "Ranch Style" fencing consisting of 4" x 4" cattle wire fence panels, welded to a steel frame with 2" x 2" square posts not to exceed sixty inches (60") in height may be used. Fence color to be approved by the ACC. No chain link fencing of any type is allowed. Masonry, wrought iron, or wood privacy fences (with top rails) may be permitted on a limited case-by-case basis, within the building setback lines for privacy such as pool or spa screening. All such fences shall be limited in height to a maximum of six feet (6'). Masonry fences and walls must match the residence in style, material, and color. All fences must be approved in advance in writing by the ACC.

11. No fence or wall on any lot shall be built forward of the front corner of the residence or garage, whichever is most forward on the lot, nor shall any fence or wall on any corner lot be built forward of the side street building setback line except in either case where such may be part of the house as originally constructed on said lot.

12. No obnoxious or offensive type of activity or illegal activity shall be carried on any lot or improvements thereon, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. There shall be no discharge of firearms. The burning of any materials will not be allowed, including, but not limited to, brush and building materials on any Lots or Common Areas.

13. No mobile homes, tent, or structure of a temporary character shall be placed or be permitted to remain on any lot within the subdivision nor shall any partially dismantled motor vehicle be permitted to remain on any lot within view of the public, or on the street or stored in front, or the easement behind the lot. The term "mobile home" does not apply to camping trailers or recreational vehicles. However, camping trailers or recreational vehicles may not be attached to utilities or used for living purposes on said lots. Camping trailers, utility trailers, recreational vehicles, or boats must not be parked, placed or stored nearer to the street than the front property building setback line. Any such vehicle stored on a lot must be stored in an enclosed structure or screened area approved by the ACC.

14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

15. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers in an area screened so as not to be visible from the street or Common Areas. There shall be no storage of building materials except during the construction or renovation of a residence or a structure;

16. All builders must be approved by the ACC prior to construction. Prior to construction, all builders other than McM Texas Homes, LLC shall deposit \$1,000.00 with the POA for any damages caused by the builder including anyone acting on builder's behalf to the common areas, entrance, roads etc as the POA may determine in its sole discretion. If after construction is complete and no damage has been accessed, the deposit shall be refunded.

17. Streets within the Subdivision shall be private and shall be owned and maintained by the POA. Declarant and/or its contractor warrants the construction of the streets for a period of one year from completion of the streets as determined by Medina County. Maintenance beyond the one-year warranty period is the responsibility of the POA. Each prospective Owner also is notified that the underground storm drain, drainage channels, culverts, and other drainage facilities within the Subdivision within the private street right-of-way are owned and maintained by POA. Each prospective Lot Owner should carefully note the location of the facilities and avoid unsafe conduct in those areas. The Board of Directors may make reasonable rules and regulations governing access to the Subdivision and the use of Subdivision streets, including parking, speed limit and traffic control and may proscribe such penalties, as it determines reasonable and necessary to promote safety within the Subdivision. In the event an Owner or Owner's family member or guest repeatedly violates such rules or fails to operate a motorized vehicle at or below the posted maximum rate of speed and in a safe, reasonable and prudent manner on the private streets within the Subdivision, such person may be subject to such penalties, including, but not limited to fines.

18. Vehicular access to the Subdivision will be provided through a controlled entry gate to be maintained by the POA. Absent Declarant's written consent to the contrary, the Subdivision entry gate shall be kept open to the public during daylight hours (or from 6:00 a.m. to 7:00 p.m., whichever is longer) until six (6) months following the closing and funding of the sale of the last Lot (improved with a residence). This right of entry is to permit access to Lots by prospective new home purchasers and Developer to complete construction of homes. The provisions of this section may not be amended without the written consent of Declarant and Developer until the last Lot in the Subdivision (improved with a residence) is closed and funded.

19. The POA is not a provider of any security, and Owners must provide their own security for their home, improvements, and personal property within the Subdivision.

20. The ground floor of the main structure, exclusive of one-story open porches and garages shall be eighteen hundred (1,800) square feet or more for a two-story dwelling. The minimum total living space on a residential dwelling shall be 2,400 square feet.

The exterior walls of the main residence constructed on any lot shall be at least seventy-five percent (75%) by area, composed of masonry or masonry veneer or batten board siding. Said percentage to apply to the aggregate area of all said walls, inclusive of door, window and similar openings. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in the Texas area as masonry. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this restriction if, and its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building

concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood.

Only dimensional composition shingles, concrete or clay tile or metal roofs may be used on Residences and structures, unless otherwise approved by the ACC. All roof stacks must be painted to match the roof, house or trim color.

No metal storage buildings shall be permitted upon any lot unless expressly approved in advance by the ACC.

Any additional buildings/structures on the lot shall be approved in advance by the ACC and shall not be larger than 50% of the living area (conditioned space) of the main residence.

The exterior colors of all improvements on a Lot, including any repainting of improvements, shall be subject to approval by the ACC. A sample of the masonry, roofing material, paint color(s) and any additional exterior materials shall be submitted to the ACC for review prior to its application. Any changes to exterior material or color shall be submitted to the ACC for review.

21. No existing dwelling shall be moved onto any lot in this subdivision. The outer walls of the garage and any servants' quarters, whether attached to the main dwelling or not, shall be of the same construction as the outer walls of such main dwelling.

22. All swimming pools must be located behind the main dwelling and must be enclosed with a fence or other device completely surrounding the swimming pool/spa which, at a minimum, satisfies County and all other applicable Governmental Regulations. Pool/spa fencing shall be installed prior to the completion of the construction of the pool/spa. Nothing in this section is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable Governmental Regulations concerning swimming pool/spa enclosure requirements. All plans for swimming pools/spa, and all related fencing, construction and access must be submitted to the ACC for approval prior to the start of construction. Above ground pools are not permitted. Swimming pool equipment shall be fully screened from view of all streets and other Lots.

23. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property during construction and sales periods.

24. No animals, livestock, exotic, vicious or dangerous pets/breeds of any type, including but not limited to, pit bulls, boa constrictors or ferrets, that may pose a safety or health threat to the community or poultry of any kind shall be raised, bred, or kept on any lot except for cats, dogs, or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes; and provided further, that no more than four (4) household pets may be kept on a single lot. Under no circumstances shall cattle, horses, sheep, goats or swine be allowed to exist on the property.

25. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the ACC. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

26. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point 25 feet from the intersection of the street lines, or in the case of a rounded property line extended. The same sight line limitations shall apply on any lot within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

27. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and additional draining easements are reserved over the rear and side five feet of each lot as necessary. Within these easements, no structure, fence, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

28. Declarant hereby reserves unto itself, the POA and their respective assigns, a ten foot (10') wide wall, fence, and landscaping easement along the rear of Lots 1-2, adjoining U.S. Highway 90 and along the side of Lot 1 abutting Legend Park Drive ("Easement Lots"). The Declarant has constructed a stone perimeter fence, the ("Community Fence") on the Easement Lots within said easement. Within said easement, Declarant, the POA, and their respective assigns in writing, shall additionally have the right, but not the obligation to install and maintain such landscaping and irrigation as they may determine, and shall have the right but not the obligation, to erect, install and maintain such lighting, project features, and signage as they may determine. The Easement owners shall also have a general right of access upon such Lots for the purpose of such initial construction and thereafter to exercise the other powers reserved unto them under the easements hereby established. Any fence, landscaping, and improvements constructed or installed by Declarant pursuant to the rights herein retained shall be the property of the POA following completion of construction or installation, and the POA shall thereafter maintain said improvements at all times. The Owners of Lots 1-2 may not alter the Community Fence or other entry way improvements described herein in any way without the consent of the Declarant and the POA. In the event the POA shall fail to maintain any improvements constructed or installed by Declarant in accordance with this section, in a neat and clean condition, Declarant, its successors and assigns, shall have the right of entry onto said Lots and the right but not the obligation to perform such functions at the expense of the POA.

29. No permanent structure shall be erected or placed on any easement. Any radio

and/or television antenna erected on any lot in this subdivision shall not extend more than eight (8) feet above the highest part of the roof of the respective dwelling, shall not be located at a distance from any lot line which is less than the length of the antenna from its base to its highest point.

30. By acceptance of the deed to a lot within this subdivision, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition the lot conveyed by said deed, including the keeping of weeds or grass mowed within such lot easement.

31. No Residence or Structure may be located in violation of the setback lines defined herein or shown on the Plat. Each Residence must face the front Lot line. All additional Structures must be located behind the front wall of the Residence.

32. Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate structure. All garages shall face and open to the rear or side lot line, except if facing a side street on a corner lot. Detached garages may be allowed with ACC approval. If the garage is detached from the Residence it may open to the front if it is set in the back yard at least five feet (5') behind the rear of the residence and is located within all required building setbacks. Garages on model homes will be allowed to be used as a builder's sales offices but must be reconverted to use as a garage upon conveyance or occupancy of home as a residence.

33. Any Residence or Structure that is damaged must be repaired within 120 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 120 days and the Lot restored to a clean and attractive condition.

34. Window or wall-type air conditioners may not be used in a Residence unless out of the view of the public.

35. Exterior lighting shall be installed to minimize the visibility of the light source and minimize light pollution of the night sky. Lighting shall be the minimum needed to provide for general illumination, safety, and security of entries, patios and outdoor spaces and associated landscape structures. Additional requirements/prohibitions include: (i) exterior mounted floodlight lamp housing must shield the lamp from view and direct the light (ii) decorative or lantern fixtures shall be shielded ("Dark-Sky" compliant) (iii) all exterior and landscape lighting is subject to approval by the ACC. Security lighting may be installed on buildings provided it does not create a light nuisance to adjoining lots. Motion sensitive security lighting must be on timers that automatically turn the lights off after 5 minutes. Light from these devices shall be directed downward and not into any common area or neighboring lot. No exterior lighting of any sort shall be installed or maintained on a lot where the light source is offensive or a nuisance to neighboring lots.

36. All residences and vacant lots must be kept in an attractive fashion. Lawns must be properly maintained, and no objectionable or unsightly usage will be permitted which is

visible to the public view. The ACC may restrict the placement of rock or material other than dirt and vegetation in the front and side yards.

37. Upon failure of the Owner to do so, the Declarant or POA may, at its option, have the lot cleaned and mowed and the Owner shall be assessed for all reasonable costs of such work.

38. No construction, farm or other equipment or machinery or construction and grading equipment including any vehicle over 1 ½ tons, shall be kept, parked, stored, or maintained on any lot, streets or common areas unless completely concealed from view; provided however, it is understood to be used for construction of a structure on a lot pursuant to the time of this declaration; such equipment or machinery may be parked at or near a lot temporarily.

39. The natural terrain or topography of a Lot varies. A Lot or Lots may naturally drain stormwater onto another Lot. Drainage that follows the natural terrain from Lot to Lot should be accommodated on each Lot both at the interception point and the release point as the naturally occurring topography dictates. The construction or installation of fences, walls, berms, landscaping or other hardscape or improvements shall allow for the passage of water through or around such structures.

40. Declarant reserves the right to use all roads for future development.

41. Declarant reserves the right to amend, modify or re-plat at any time Declarant deems necessary.

42. EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR THOROUGHLY INSPECTING AND EXAMINING THE LOT IN WHICH IT IS INTERESTED AND FOR CONDUCTING SUCH INVESTIGATIONS OF SUCH LOTS(S) AS IT DEEMS NECESSARY TO EVALUATE ITS PURCHASE. BY COMPLETING THE PURCHASE OF A LOT, EACH PROSPECTIVE PURCHASER IS ACKNOWLEDGING THAT IT IS PURCHASING THE LOT ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS. BY PURCHASING A LOT, EACH OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS DEVELOPER, DECLARANT, ITS PARTNERS, OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY CLAIMS, COSTS, FEES, EXPENSES, DAMAGES OR LIABILITIES THAT AN OWNER, HIS FAMILY, OCCUPANTS, EMPLOYEES, GUESTS, CONTRACTORS AND ANY OTHER INVITEES MAY SUFFER OR INCUR AS A RESULT OF, ARISING OUT OF, OR RELATED TO ANY CONDITION ON, IN OR UNDER THE LOT, INCLUDING, BUT NOT LIMITED TO CAVES, SINKHOLES, GEOLOGICAL FEATURES, STREETS, TREES WITHIN OR NEAR THE STREET RIGHTS-OF-WAY, OAKWILT, DRAINAGE FACILITIES, AND OTHER DANGEROUS OBJECTS. EACH OWNER UNCONDITIONALLY RELEASES DEVELOPER, DECLARANT, ITS PARTNERS, OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES AND AGENTS, BOTH KNOWN AND UNKNOWN, PRESENT AND FUTURE, ARISING OUT OF OR RELATED TO SAID CAVES, SINKHOLES, GEOLOGICAL FEATURES, STREETS, TREES WITHIN OR NEAR

THE STREET RIGHTS-OF-WAY, DRAINAGE FACILITIES, AND OTHER DANGEROUS OBJECTS.

D. Maintenance Standards

1. Lots

- a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots with approval by the County of Medina into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted without ACC approval.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.
- e. *Landscaping.* Landscaping must be installed within 180 days after occupancy. The minimum landscaping is specified in the Standards of the ACC.

E. Property Owners Association

1. *Establishment and Governance.* The filing of this Declaration establishes the Property Owners Association as an unincorporated nonprofit association that is governed by this Declaration and the Bylaws which may be created by the POA. The Property Owners Association has the powers of an unincorporated nonprofit association and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents. The members of the Property Owners Association shall meet no less than once per year to elect officers as required and discuss and take action on other items pertaining to the Subdivision. The officers to be elected shall be a President, Vice-President, Secretary and Treasurer. The length of the first terms for each position shall be 2 years for the President and Secretary and one year for the Vice-President and Treasurer. After the initial terms are served, the terms for each office shall be 2 years unless voted on by the Property Owners Association.

3. *Board of Directors.* The Board shall be comprised of three (3) members. The number of members of the Board may be amended in accordance with the provisions of the Bylaws, subject, however to section (4) of this Article. The following individuals, Drake Thompson, Edward Berlanga and Joseph P. Gerlich, or their assigns shall act as the POA Board until the expiration of the Declarant Control Period or Declarant Development Period. The Declarant reserves the right to replace members of the Board during the Development Period or Declarant Control Period as permitted by Section 209.00591 of the Texas Property Code or its successor provision. Despite any assumption of control of the Board by the Owners other than the Declarant, until the expiration or termination of the Development Period or Declarant Control

Period, the Board is prohibited from taking any action which would discriminate against the Declarant, or which would be detrimental to the sale of lots, homes or in the Subdivision. The Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to the Declarant. Unless the Declarant agrees otherwise in advance and in writing, the Board shall be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than the Declarant until the expiration or termination of the Development Period or Declarant Control Period.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

- a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for each Lot owned.
- b. *Class B.* The Class B Members are the Declarant and the Developer and each has ten (10) votes for each Lot owned by them. 4.

4. *Declarant Rights in the POA.* During the Development Period or Declarant Control Period the Board and the POA shall have no authority to, and shall not, without the prior written consent of Declarant, undertake any action which shall:

- a. *Prohibit* or restrict in any manner the sales, leasing and marketing programs of Declarant or Developer.
- b. *Decrease* the level of maintenance services of the POA as specified in the Certificate of Formation, Bylaws and this Declaration.
- c. *Make* any Special Assessment or Individual Assessments against Declarant's property within the Subdivision or upon Declarant.
- d. *Change* the membership of the ACC or diminish its powers as stated herein.
- e. *Alter* or amend this Declaration, Certificate of Formation or Bylaws of the Association.
- f. *Except* as otherwise provided herein, terminate or cancel any contracts of the POA, except as may be permitted therein.
- g. *Terminate* or waive any rights of the POA under this Declaration.

- h. *Convey*, sell, lease, mortgage, alienate or pledge any easements, Common Facilities or Common Area of the POA.
- i. *Terminate* or cancel any easements granted pursuant to this Declaration or by the POA.
- j. *Terminate* or impair in any fashion any easements, powers or rights of Declarant hereunder.
- k. *Restrict* Declarant's right of use, access and enjoyment of any of the Subdivision or any portion thereof.
- l. *Cause* the POA to default on any obligation of it under any contract or this Declaration.

5. **Member in Good Standing:** A member of the POA who has fully paid all assessments and has met any other rules, requirements or by laws which may be adopted by the Association.

6. Only members in good standing are entitled to vote.

7. A quorum for any meeting wherein the Class A and Class B members are required to vote shall consist of a minimum of 25% of owners of the lots that exist in the Subdivision. For clarification, if one person owns 4 lots, that person shall represent 4 units of the total and not one.

8. Majority vote shall be fifty-one (51%) percent or greater of a quorum.

F. ARCHITECTURAL CONTROL COMMITTEE (ACC)

1. *Establishment*

- a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.
- b. *Members.* The ACC consists of at least three (3) persons appointed by the Board. The initial members of the ACC until the expiration of the Declarant Control Period shall be Joseph Gerlich, Edward Berlanga and Drake Thompson. The Board may remove or replace an ACC member at any time. No members of the ACC shall be compensated for services pursuant to this covenant.

- c. *Term.* ACC members serve until replaced by the Board or they resign.
- d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Governing Documents to carry out its purpose. On request, Owners will be provided a copy of any Standards.
- e. *Quorum.* A Quorum of the ACC shall be a minimum of 2 members of the ACC.

2. *Plan Review*

- a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.
- b. *Procedures*
 - i. *Complete Submission.* Within 15 days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.
 - ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 15 days after complete submission, the submitted plans and specifications are deemed approved.
- c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within 10 days after the ACC's action. The Board shall determine the appeal within 15 days after timely notice of appeal is given. The determination by the Board is final.
- d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

- e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.
- f. *Variances.* The ACC shall have the right, but not the obligation, to grant Variances relative to deviations and infractions of this Declaration and/or the ACC Standards. Upon submission of a written request for a Variance, the ACC may, from time to time, in its sole discretion, permit an Owner to construct, erect or install an improvement which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration or the Standards. In any case, however, the improvement with such Variance must, in the ACC's sole discretion, blend effectively with the general architectural style and design of the Subdivision and must not detrimentally affect the integrity of the Subdivision. All requests for Variances shall be in writing, shall be specifically indicated to be a request for Variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the Variance requested. All requests for Variances shall be deemed to be disapproved if the ACC has not expressly approved such request in writing within fifteen (15) days of the submission of such request. No member of the ACC shall be liable to any Owner or any other person for any claims, causes of action or damages arising out of the grant of any Variance to an Owner. Each request for a Variance submitted hereunder shall be reviewed independently, and the grant of a Variance to any one Owner shall not constitute a waiver of the ACC's right to deny a Variance to another Owner. The decisions of the ACC with respect to Variances shall be final and binding upon the applicant. All Variances, to be effective, must be in writing. Owners are advised that certain Variances may require the separate approval of the Medina County or other applicable Governmental Authority.

G. Assessments

- 1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.
- 2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.
- 3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Developer to an Owner. In addition to the Assessments, at closing of the newly built homes, the Owner shall be required to pay \$975.00 to the POA, ("Working Capital Assessment"). Said amount shall be included in the settlement statement (HUD) at closing of the new home and used by the POA in its sole discretion for any working capital requirements or set aside for future maintenance or improvements to the Common Areas.

5. *Regular Assessments*

- a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$950.00 per Lot per year.
- b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date. The maximum Regular Annual Assessments permitted hereunder may be increased by no more than ten percent (10%) per year, unless approved by at least fifty percent (50%) of the Members who are voting in person or by proxy at a meeting duly called for such purpose in accordance with the Bylaws.
- c. *Collections.* Regular Assessments will be collected in advance, payable on the first day of January of each year and on the same days of each succeeding year. Assessments on new homes closed during the year shall be prorated for the number of full months in the first year from the date of closing of the new home.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a two-thirds vote at a meeting of the Members in accordance with the Governing Documents.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within 15 days after it is due is delinquent.

H. Remedial Rights

1. *Late Charges and Interest.* A late charge of \$20.00 is assessed for each delinquent payment that is past due. Delinquent Assessments accrue interest at the rate of 6 percent per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Governing Documents.

3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

4. *Remedy of Violations.* The Property Owners Association or its assigns may access an Owner's Lot to remedy a violation of the Governing Documents.

5. *Suspension of Rights.* If an Owner violates the Governing Documents, the Property Owners Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

6. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

I. Common Area

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to

- a. suspend an Owner's rights under the Governing Documents;
- b. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- c. dedicate or convey any of the Common Area for public purposes, on approval by a vote of two-thirds of the Members at a meeting in accordance with the Governing Documents.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

J. General Provisions

2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Governing Documents is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of sixty seven (67) percent of the total votes in the Property Owners Association at a meeting in accordance with the Governing Documents. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

5. *Conflict.* This Declaration controls over the other Governing Documents.

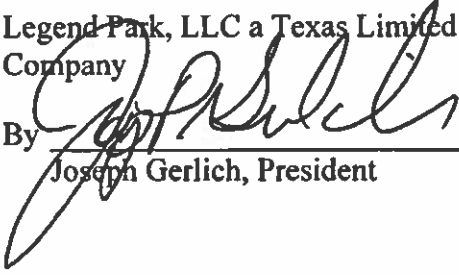
6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Property Owners Association's records, and the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than forty (40) percent of the total number of Members at a meeting in accordance with the Governing Documents, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

Legend Park, LLC a Texas Limited Liability
Company

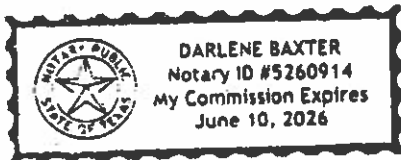
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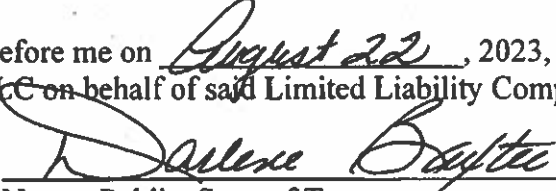

Joseph Gerlich, President

STATE OF TEXAS *

COUNTY OF MEDINA *

This instrument was acknowledged before me on August 22, 2023, by
Joseph Gerlich, President of Legend Park, LLC on behalf of said Limited Liability Company.




Notary Public, State of Texas

After recording, please return to:

Legend Park, LLC
PO Box 761089
San Antonio, Texas 78245



VG-32-2023-2023007296

**Medina County
Gina Champion
Medina County Clerk**

Instrument Number: 2023007296

Real Property Recordings

Recorded On: August 22, 2023 11:24 AM

Number of Pages: 20

" Examined and Charged as Follows: "

Total Recording: \$98.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

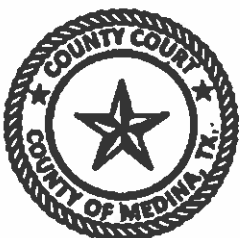
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2023007296
Receipt Number: 20230822000013
Recorded Date/Time: August 22, 2023 11:24 AM
User: Jaylen P
Station: cccash2

Record and Return To:

Legend Park Subdivision



STATE OF TEXAS

Medina County

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Medina County, Texas**

**Gina Champion
Medina County Clerk
Medina County, TX**