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DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
LEGENDS WAY SUBDIVISION

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LEGENDS WAY SUBDIVISION

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

THAT THIS DECLARATION (the "Declaration") is made on the date hereinafter set forth by John K. Condon and Edward R. Coleman, General Partners, Williamson Creek Farms, Ltd. (hereinafter referred to as "Developer"), acting herein by and through its duly authorized officer:

W I T N E S S E T H:

WHEREAS, Developer is a limited partnership organized and operating under the laws of the State of Texas which owns approximately 114 acres of land on the east side of Bradshaw Road in Austin, Texas, (the "Property") as shown on the preliminary plat and legal description attached hereto and incorporated herein as Exhibit A, ("Preliminary Plat") which tract is adjacent to the Onion Creek and Legends Place subdivisions located on the west side of Bradshaw Road; and which Developer intends to develop as a residential subdivision to be known as Legends Way; and

WHEREAS, Developer desires to hold, sell and convey said Property subject to the following covenants, conditions, restrictions, charges, reservations and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both present and future owners of the residential subdivision lots within said Property; and

WHEREAS, this Declaration grants Developer the right and privilege with the consent of the owners of such property, to impose additional covenants, conditions and restrictions on particular portions of the real property subject to the Declaration and to designate certain portions of such property as a "Neighborhood" as defined herein; and

WHEREAS, Lumbermen's Investment Corporation, with the consent of Developer has annexed the Property into the scheme of "Onion Creek" as permitted by the Declaration of Covenants recorded at Volume 4678, Page 2228, et seq., of the Deed Records of Travis County, Texas ; and

NOW, THEREFORE, Developer hereby adopts the following covenants, conditions, restrictions, reservations, easements and charges which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (hereinafter defined) and which shall be applicable to all of the Property and shall run with the land and shall bind all parties having or acquiring any right, title, or interest therein or any part thereof, their heirs or successors in title and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1.01. "Association" shall mean and refer to Onion Creek Homeowners Association, a corporation incorporated under the laws of the State of Texas, its successors and assigns.

Section 1.02. The "Property" shall mean and refer to the approximately 114 acres of land owned by Developer on the north side of Bradshaw Road in Austin, Texas, as shown on the preliminary plat attached hereto and incorporated herein as Exhibit A, ("Preliminary Plat") which Developer intends to develop as a residential subdivision to be known as Legends Way. The Property may be amended to include the two (2) tracts on Bradshaw Road known as the "Daugherty Tracts," which shall also be subdivided into single-family residential Lots and annexed into the Legends Way subdivision, and if this is done, those Lots shall also be subject to the covenants, conditions and restrictions stated herein.

Section 1.03. "Lot" or "Building Plot" shall each mean and refer to each plot of land shown upon the Preliminary, final and amended final Plats within the boundaries of the Property and designated by lot and block number, and to the Living Unit and other improvements constructed or to be constructed thereon, but shall not mean or include any other portions of the Property.

Section 1.04. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the surface estate in any Lot or tract of land which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Occupant" shall mean any person legally entitled to occupy and use all or a portion of the Property.

Section 1.05. "Common Properties" shall mean and refer to all those areas of land within the Property except the platted Lots, streets, together with such other land as the Association may own, or at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Plats, and/or by virtue of prior grants or dedications by Developer's predecessors in title. References herein to the "Plats" shall mean and refer to all subdivision Plats from time to time filed of record in the Travis County Plat Records with respect to Property covered by the Declaration.

Section 1.06. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements dedicated or under contract to the Association for the use and benefit of the Owners of the Lots in the Property, and/or for the benefit of other owners outside the Property, constructed on portions of one or more Lots which has not been brought within the scheme of the Declaration. By way of illustration, Common Facilities may include, but not necessarily be

limited to, the following: structures for recreation; structures for storage or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping; guardhouses; esplanades; walls; and other similar and appurtenant improvements. References herein to "the Common Facilities" or any "Common Facility" shall mean and refer to Common Facilities as defined respectively in the Declaration and all supplemental Declarations.

Section 1.07. "Supplemental Declaration" shall mean and refer to any declaration of supplemental restrictions filed of record by Developer, its successors or assigns, imposing additional restrictions on or with respect to one or more Neighborhoods within the Property. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective Property covered by the relevant Supplemental Declaration. Supplemental Declarations may not be used to create less restrictive standards and may not adversely affect the substantive rights of any existing owner.

Section 1.08. "Easements" shall mean and refer to the various utility or other easements of record, those shown on the map or Plats of the subdivisions within the Property and such other easements as are created or referred to in the Declaration.

Section 1.09. "the Declaration" shall mean and refer collectively to the covenants, conditions, restrictions, supplemental restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration of Covenants, Conditions and Restrictions, as supplemented and/or amended, including any and all Supplemental Declarations.

Section 1.10. "Board of Directors" and "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 1.11. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.12. "Conveyance" shall mean and refer to conveyance of a fee simple title to a Lot.

Section 1.13. "Developer" shall mean and refer to John K. Condon and Edward R. Coleman, General Partners, / Williamson Creek Farms, Ltd., the Developer herein, and its successors and assigns if (i) such successors or assigns should acquire more than one Lot, and (ii) such successors or assigns are designated in writing as a successor or assignee of all or part of the rights of Developer hereunder.

Section 1.14. "Assessable Tract" shall mean and refer to any Lot or Building Plot to which paved public street access, and water distribution and sanitary sewer service collection lines have been installed and approved by the appropriate regulatory authorities.

Section 1.15. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or

by persons maintaining a common household, excluding manufactured or mobile homes or other non-permanent structures.

Section 1.16. "Neighborhood" shall mean and refer to any separately designated development area of the Property comprised of various types of housing, initially or by supplement made subject to the Declaration. If separate Neighborhood status is desired, the Developer shall designate in a supplemental Declaration that such property shall constitute a separate Neighborhood. In the absence of specific designation of separate Neighborhood status, all property made subject to the Declaration shall be considered a part of the same Neighborhood.

Section 1.17. "Base Annual Assessments" shall mean and refer to the uniform assessment made against Assessable Tracts pursuant to Sections 3.03 and 3.05 herein.

Section 1.18. "Neighborhood Assessments" shall mean and refer to assessments levied by the Association as provided for in Section 3.06 hereof, or by a Supplemental Declaration, which are incurred for purposes of promoting the recreation, health, safety, common benefit and enjoyment of only the Owners and Occupants of the Neighborhood against which the specific Neighborhood Assessment is levied, and of maintaining the properties within a given Neighborhood.

Section 1.19. "Assessments" shall mean and refer to any or all of the Base Annual Assessments, Special Assessments (as defined below) and Neighborhood Assessments referred to, contemplated or authorized herein or in any Supplemental Declaration from time to time filed of record.

Section 1.20. "New Construction Committee" shall mean and refer to the committee created by this Declaration to exercise exclusive jurisdiction over plans and specifications for all original construction of Living Units upon the Lots within the Properties as provided herein.

Section 1.21. "Modifications Committee" shall mean and refer to the committee created by the Board of Directors of the Association to exercise exclusive jurisdiction over the modifications, additions, or alterations made on or to existing Living Units or other improvements located on Lots as provided in 4.03 hereof.

## ARTICLE II

### ONION CREEK HOMEOWNER'S ASSOCIATION

Section 2.01. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for in the Declaration, and without limiting the generality hereof, the Association shall also discharge those functions necessary to the general maintenance of the Common Properties. The Board of Directors of the Association shall be empowered to oversee the activities of the Association and may take whatever lawful action that the Board, in its sole discretion, deems necessary to provide for the upkeep,

development and aesthetic appearance of the Common Properties and Common Facilities and to enforce the Declaration for the common benefit of all or a Neighborhood within the Association.

Section 2.02. Membership. Every person or entity who is a record Owner of any of the Property which is subject to assessment by the Association, including Developer, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association.

Section 2.03. Classes of Membership; Voting. The Legends Way subdivision shall have the classes of voting membership and voting rights as follows:

(a) Class A Members shall be the owners of lots on which single-family residences are to be or have been constructed. Class A members shall be entitled to one-eighth (1/8) vote for each unimproved Lot and one vote for each lot on which a residence has been constructed. When more than one person owns a lot, all are members of the Association and the one vote for each lot shall be cast as the owners determine among themselves.

(b) Class B members shall be the owners of all or part of a lot on which a townhouse, condominium, garden home or patio home dwelling is to be or has been constructed. Class B members shall be entitled to one vote per five (5) acres of unimproved multi-family lots and one vote for each multifamily home constructed. However, no multi-family home owner shall have more than five (5) total votes. When more than one person owns a lot or unit, all are members of the Association and the one vote for each lot shall be cast as the owners determine among themselves.

(c) LIC shall not gain additional votes by annexation of the Legends Way subdivision for property not owned by LIC.

Section 2.04. Non-Profit Corporation. Onion Creek Homeowner's Association, a non-profit corporation, has been organized, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 2.05. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Section 2.06. Members' Easements of Enjoyment. Subject to the provisions of Section 2.07 below, every Member shall have a non-exclusive common right and easement of enjoyment in the Common Properties and Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Assessable Tract.

Section 2.07. Extent of Members' Easements. The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Developer or others as referred to or provided for in the Declaration, and shall also be subject to the following provisions:

- (a) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Properties and Common Facilities against foreclosure of any mortgage.
- (b) The Association shall have the right to suspend the rights of any Member to enjoyment and use of the Common Properties and Facilities: (1) for any period during which any Assessment or other amount owed by the Member to the Association remains unpaid, and (2) as discipline in the event of violation of the behavioral rules of the Association concerning use of the Common Facilities and Common Properties.
- (c) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Properties and Facilities, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for each and any infraction of such rules and regulations.
- (d) The Association shall have the right to assess and collect the Assessments provided for or contemplated herein and to charge reasonable admission and other fees for the use of any recreational facilities which are apart of the Common Properties or Facilities.
- (e) The Association shall have the right to dedicate, sell or convey all or any part of the Common Properties, or interests therein, to any public agency, authority, or utility or any utility district, or to any third party whomsoever, for such purposes and subject to such conditions as may be agreed to by a vote of the Members as herein below provided. No conveyance of Common Properties other than the granting of utility easements upon the Common Properties, shall be made without such vote. No such dedication or conveyance (except granting of utility easements) shall be effective unless approved by Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of all Classes of Members.
- (f) The Association shall have the right to use, rent or lease any part of the Common Properties and/or Common Facilities for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of residents in the Properties, as well as property owners outside the Properties, provided that any such lease or contract providing for use of Common Properties and Facilities by property owners outside the Property shall be approved, prior to being entered into, by Members entitled to cast no less than two-thirds (2/3) of the aggregate of the votes of all Classes of Members voting in person or by proxy, at a meeting duly called for this purpose.

(g) The Association shall have the rights, but not the obligation, to contract on behalf of all Assessable Tracts, for garbage and rubbish pickup, resource recycling, street light electrical service, maintenance and repair, and street and entry landscape maintenance and replacement, and to charge the Owner of each Assessable Tract for his pro rata share of the cost thereof, such pro rata share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such garbage and rubbish pickup. If the Association so elects, the charge to each Owner for such services shall be in addition to or part of the Assessments described in Article III hereof

(h) The Association shall have the right, but not the obligation, to contract on behalf of all Assessable Tracts, for security and/or emergency medical ambulance services, and to charge the Owner of each Assessable Tract for his pro rata share of the cost thereof, such pro rata share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such security and/or emergency medical ambulance service. If the Association so elects, the charge to each Owner for security and/or emergency medical ambulance service shall be in addition to or part of the Assessments described in Article III hereof.

(i) The Association may take other actions upon the approval of its Board of Directors or its Members as provided in its Articles of Incorporation and its Bylaws.

Section 2.08. Enforcement of Declaration. The Association shall have the power and authority to enforce the terms and provisions of the Declaration by legal action or other means provided for herein.

Section 2.09 Additional Covenants. In the event the Association adopts "late fees" or a schedule of monetary fines against owners of property which are members of the Association for the violation of the restrictions set forth herein, those fees and fines shall also be applicable to the Lots in Legends Way.

### ARTICLE III

#### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 3.01. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Building Plot owned within the Properties, hereby covenants, and each Owner of any Building Plot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (1) Base Annual Assessments or charges, and (2) applicable Neighborhood Assessments, if any, and (3) Special Assessments for capital replacements, if any, and (4) Special Assessments to be established and collected as hereinafter provided. The Base Annual, Neighborhood and Special Assessments, together with interest, collection costs and reasonable attorney's fees, shall be a charge on the Lot and shall be secured by a continuing vendor's Lien herein reserved and retained in favor of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, collection costs and reasonable attorney's fees,

shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but shall be secured by the above-referenced continuing lien on the Lot so transferred as a security for the delinquent obligation of the prior Owner, and maybe enforced against such Lot notwithstanding any such Conveyance.

Section 3.02. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to improve, beautify, maintain, manage and operate the Common Properties and Common Facilities, and to pay taxes and insurance premiums thereon, and to promote the recreation, health, safety, convenience and welfare of the Members, such benefits to include, by way of illustration but not limitation: providing professional management services for the Common Facilities; providing patrol or watchman service; providing service contractors to manage and maintain recreational facilities; providing and maintaining lighting standards, fixtures and facilities; providing and maintaining all mechanical and electrical fixtures, plumbing equipment and drainage systems for the Common Properties and Facilities; fogging for insect control; providing garbage and rubbish pickup; maintaining the unpaved portion of, and any esplanades on, any street or right of way adjoining or serving the Property; maintaining landscaping and other improvements (including, without limitation walls, retaining walls, monuments, signage and irrigation systems) contained within esplanades and cul-de-sacs in any public streets located within or serving the Property, or in any landscape reserves; enforcing the provisions contained in the Declaration; employing, at the request of the Modifications Committee and/or New Construction Committee, one or more architects, engineers, attorneys, or other consultants, for the purpose of advising such Committees in carrying out their duties and authority as set forth herein or, at the option of the Board of Directors of the Association, for the maintenance and/or improvement of the Common Properties or Facilities or for the benefit of the Members; installation and maintenance of streetlight and other lighting systems; publishing a neighborhood newsletter; providing animal control services, providing educational programs concerning environmental and endangered species laws and regulations. The foregoing uses and purposes are permissive and not mandatory, and the decisions of the Board of Directors of the Association shall be final as long as made in good faith and in accordance with the Bylaws of the Association and any applicable governmental laws, rules and regulations.

Section 3.03. Maximum Base Annual Assessment. Prior to conveyance of the first Lot to an Owner, the Association shall establish the amount of the Base Annual Assessment. Beginning on January 1 of the year immediately following the conveyance of the first Lot to an Owner, and as of each January 1 thereafter, the Board of Directors shall levy on each Assessable Tract and collect from the Owner thereof a Base Annual Assessment for each Building Plot, which shall be due and payable as provided hereinafter. Anything contained herein to the contrary or seemingly to the contrary notwithstanding, the Base Annual Assessments provided for herein shall be payable by the Owners of each of the Building Plots comprising Assessable Tracts within the boundaries of the Properties, in the manner hereinafter set forth.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Base Annual Assessment may be

increased each year by not more than 10% of the maximum Base Annual Assessment in effect for the prior year (such percentage not to be cumulative from year to year) by the Board of Directors without a vote of the Members.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Base Annual Assessment may be increased by an amount in excess of 10% in a given year (over the maximum Base Annual Assessment permitted in the prior year) by the vote or written assent of holders of at least 51% of the votes present at a quorum of the Members present and voting at a meeting duly called and held for such purpose.

(c) The Board of Directors shall from time to time set, fix and levy the Base Annual Assessment at an amount not in excess of the maximum permitted herein.

(d) The Base Annual Assessment for each unimproved single-family residential Lot shall be an amount equal to one-half the amount for an improved single-family residential Lot. The Base Annual Assessment for an unimproved multi-family residential Lot shall be an amount equal to the Base Annual Assessment for an improved single-family residential Lot per acre or portion thereof in the multi-family Lot.

Section 3.04. Special Assessments for Capital Improvements. In addition to the Base Annual Assessments authorized by Section 3.03 herein, the Association may levy against the Assessable Tracts in any calendar year one or more "Special Assessments" applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, purchase, acquisition, repair, or replacement of a capital improvement of the Association, including necessary fixtures and personal property related thereto, but any such special Assessment must be approved by Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of a quorum of Members present and voting at a meeting thereof duly called and held for such purpose. The special Assessment against every Assessable Tract shall be the same as the Special Assessment against every other Assessable Tract. No Special Assessment shall be levied against unimproved Lots owned by the Developer, however, the Developer is not entitled to cast votes for unimproved Lots on matters concerning Special Assessments..

Section 3.05. Uniform Rate of Assessments. The Association, by action of its Board of Directors, shall levy Base Annual Assessments against the Assessable Tracts to obtain funds reasonably anticipated to be needed for purposes stated in Section 3.02, including reasonable reserves for contingencies and for capital improvements, replacements, and repairs; provided, the Base Annual Assessments shall be levied on a uniform basis.

Section 3.06. Neighborhood Assessments. Each Neighborhood, which is designated as such by Developer in the Supplemental Declaration that designates such area as a separate Neighborhood and/or that brings such Property within the jurisdiction of the Association, shall be subject to the Neighborhood Assessment, if any, specified, authorized or contemplated in such supplemental Declaration to defray the costs of additional services and/or amenities to be

provided by the Association that primarily or exclusively benefit the Owners of Lots within that Neighborhood. Furthermore, by vote of the Owners of ninety percent (90%) of the Lots within a Neighborhood (whether such vote is at a meeting of the Members or by written assent in a poll of the Members in the Neighborhood in question, so long as the ninety percent (90%) who voted in favor are Owners in that Neighborhood at the time the ninety percent (90%) is counted), such Owners may elect for their Neighborhood to have the Association provide services or amenities in excess of those being provided to all Neighborhoods and those specifically provided for in any Supplemental Declaration applicable to such Neighborhood. Upon so electing, all Owners in the Neighborhood (ninety percent (90%) of the Lot Owners in which have voted to request supplemental services) shall be assessed an annual Neighborhood Assessment based on the cost of the additional services and amenities, on a uniform basis within such Neighborhood. Owners in the Neighborhood who do not vote or who vote against such Neighborhood Assessment shall not be exempt from such Neighborhood Assessment, whether by their election not to participate in the supplemental services or otherwise. Nothing in the Declaration prohibits the Board of Directors from levying a different Neighborhood Assessment rate to the separate Neighborhoods. Neighborhood Assessments shall not be combined with Base Annual Assessments for purposes of determining the maximum permissible Base Annual Assessment under Section 3.03 herein, nor separately be subject to the limitations of Section 3.03 herein.

Section 3.07. Developer Assessment Liability. Developer shall be responsible only for the payment of Assessments on Lots or Building Plots owned by it. Developer specifically disclaims any obligation to subsidize the Association generally or for any specific period of time.

Section 3.08. Commencement of Base Annual Assessments Due Dates. Subject to the provisions of Section 3.05, the Base Annual Assessments provided for herein shall commence on each Assessable Tract at such time as Lots become an Assessable Tract as defined herein. The Base Annual Assessment on each Assessable Tract for the first year of such Assessment shall be due and payable on the day a Lot or Building Plot becomes an Assessable Tract, and shall be pro-rated for that year. After the first year, the Base Annual Assessment on such Assessable Tract for each such subsequent calendar year shall be due and payable on the first day of January in said year.

Section 3.09. Commencement of Neighborhood Assessments and Special Assessments. Following the creation of a Neighborhood Assessment specific to a particular Neighborhood in excess of the Base Annual Assessments (whether created hereby or authorized by Supplemental Declaration filed by Developer or by vote of the Neighborhood Owners), the share thereof of each Owner in such Neighborhood shall be levied and collected by the Association on an annual, quarterly or semi-annual basis (at the option of the Board) . Any Neighborhood Assessment authorized or created in a Supplemental Declaration filed by Developer for that Neighborhood shall commence as to each Lot in that Neighborhood when such Lot becomes an Assessable Tract as herein defined, and the first payment shall be a pro-rated payment for the balance of the calendar year during which such Lot becomes an Assessable Tract, due upon invoicing by the Association. In the case of Neighborhood Assessments created or authorized by a vote of the Owners in the Neighborhood, the first Neighborhood Assessments shall be for the partial calendar year remaining after the commencement of the supplemental services. After the year of

commencement of any Neighborhood Assessment with respect to a particular Lot, Neighborhood Assessments shall be payable in advance for each calendar year on the first day of January of such year or in advance quarterly or semi-annually as decided by the Board. The due date of any Special Assessment under Section 3.04 of this Article shall be fixed in the resolution of the members of the Association authorizing or approving such Special Assessment.

Section 3.10. Common Properties Exempt. All Common Properties as defined in Section 1.05, and all portions of The Property owned or otherwise dedicated to any political subdivision or municipal utility district (excluding portions of public or private utility easements located upon or within the boundaries of Lots, which shall not be exempt), shall be exempt from the Assessments and liens created, reserved and/or contemplated herein.

Section 3.11. Duties of the Board of Directors. The Board of Directors of the Association shall determine the amount to be levied as the Base Annual Assessment and Neighborhood Assessments against each Assessable Tract for each fiscal year, subject to the criteria and limitations set out in Sections 3.03, 3.05 and 3.06. The Board of Directors of the Association shall cause to be prepared a roster of the Assessable Tracts showing the amount of each Assessment, which roster shall be kept in the office of Records of the Association and shall be open to inspection by any Owner during the Association's regular business hours. The Association shall upon demand at any time furnish to any Owner a certificate in writing signed by an officer or agent of the Association setting forth whether or not there are any unpaid Assessments against said Owner's Lot or Lots. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.

Section 3.12. Effect of Non-Payment of Assessments; Remedies of the Association; Liens Securing Assessments. Any Base Annual Assessment, Neighborhood Assessment or Special Assessment not paid within thirty (30) days after the due date shall bear interest at 10% per annum or the maximum per annum ceiling rate allowed by applicable usury laws from the due date until paid. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Building Plot, or pursue both such remedies to the extent not mutually exclusive. Interest, court and other collection costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such Assessment or charge. Each such Owner, by his acceptance of a deed to a Building Plot, hereby expressly vests in the Association, or its agents, the right and power (i) to bring all actions against such Owner personally for the collection of such charges as a debt, and (ii) to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002, Tex. Prop. Code Ann. or its statutory successor provisions, and such Owner hereby expressly grants to the Association a private power of sale in connection with said lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his Building Plot.

Section 3.13. Subordination of the Lien to Mortgages. The lien securing any Assessment provided for herein shall be subordinate to the lien of any mortgagees) now or hereafter placed upon the Building Plot subject to the Assessment for the purpose of securing indebtedness incurred to purchase or improve such Building Plot, provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Building Plot pursuant to a decree of foreclosure or a foreclosure by trustee's sale under a deed of trust. Such sale or transfer shall not relieve such Building Plot from liability for any Assessment thereafter becoming due, nor from the lien securing any such subsequent Assessment. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board of Directors, may voluntarily subordinate the lien securing any Assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine. No such voluntary subordination shall be effective unless given in writing by the Association upon a vote of the Board of Directors.

Section 3.14. Exempt Property. The Assessments and liens created in this Article III shall apply only to Assessable Tracts. The remainder of the Properties shall not be subject thereto nor shall the Owners thereof be entitled to the rights granted to Members in the Association.

#### ARTICLE IV

##### NEW CONSTRUCTION COMMITTEE AND MODIFICATIONS COMMITTEE

Section 4.01. New Construction Committee; Tenure. A New Construction Committee for the Legends Way subdivision shall refer to a committee to exercise exclusive jurisdiction over plans and specifications for all original construction within Legends Way subdivision. The committee shall consist of up to five (5) members, each of whom shall be appointed by the respective Parties as follows: one (1) member appointed by LIC; one (1) member appointed by the Developer, one (1) member of the OCHA Rules Committee appointed by the OCHA; one (1) resident member from Onion Creek, Legends Place or Cypress Ridge subdivisions appointed by the OCHA; and one (1) resident member from Legends Way subdivision chosen from at least five (5) persons nominated by the OCHA; and approved by Developer. The resident member from Legends Way Subdivision shall not be appointed until twenty-five (25) Living Units have been sold by the Developer in Legends Way. The persons serving on the Legends Way New Construction Committee, or their successors, shall serve until such time as all Lots in Legends Way subject to the jurisdiction of the Association shall have completed Living Units constructed thereon, subject to the respective Parties' continuing right to remove members and appoint new members and to fill vacancies which occur due to the death or resignation of Committee members, at which time the Legends Way New Construction Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. A majority of the New Construction Committee may from time to time designate someone serving on the Committee to act for it as the Designated Representative. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article IV. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to such Committee.

The New Construction Committee may conduct meetings by conference call. Majority attendance of the membership of the New Construction Committee is required to take action. The New Construction Committee may develop policies and procedures for the review, approval and inspection of proposed and in-progress construction and improvement projects.

Section 4.02. Architectural Control Guidelines. The New Construction Committee shall have the right to develop, adopt and from time to time revise Architectural Control Guidelines for use in the review and approval of construction and improvement projects, however, such guidelines are not permitted to compromise or lower the standards as set forth in these covenants.

Section 4.03. Modifications Committee. The Board of Directors is authorized to establish a Modifications Committee whose responsibility it will be to set standards, review and act upon all proposed modifications or improvements to those Lots where the Living Units have been constructed and sold and are owned by someone other than the Developer, its successors or assigns, or a Builder (hereinafter defined). This Committee will be comprised of no less than three (3) members with at least two (2) members required to be Members of the Association. The Modifications Committee will be governed by the Board of Directors and shall adhere to all the provisions set forth in this Declaration. At the discretion of the Board of Directors of the Association, the Rules and Infrastructure Committee of the Association may serve as the Modifications Committee.

The Modifications Committee shall promulgate standards and procedures governing its area of responsibility and practice. In addition thereto, the following requirements shall be adhered to: plans and specifications showing the nature, kind, shape, color, size, materials and location of such modifications, additions or alterations, shall be submitted to the Modifications Committee for approval as to quality of workmanship and design and harmony of external design with existing structures and as to location in relation to surrounding structures, topography and finished grade elevation. Nothing contained herein shall be construed to limit the right of the Owner to remodel the interior of a Living Unit or to paint the interior of a Living Unit any color desired unless such interior area will be visible from a public street.

Section 4.04. General. All Property which is now or may hereafter be subjected to the Declaration is subject to architectural and environmental review. No Living Unit or other improvements (including, without limitation, garages, swimming pools, streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary and flagpoles, but/excluding improvements interior to a Living Unit unless such interior improvements will be visible from a public street) shall be constructed nor shall any such Living Unit or other improvement be modified or altered in any way, without the prior written approval of the New Construction Committee or Modifications Committee, as appropriate. This review shall be in accordance with the Declaration, any relevant Supplemental Declaration (as amended), and such standards as may be promulgated by the Board, the New Construction Committee, or the Modifications Committee (subject to review by the Board), and such review and standards shall or may include, without limitation: general aesthetic character or intended use of improvements to be constructed; placement, orientation and location of improvements on a Lot; landscaping

species, location and arrangement; architectural style; elevations; grading plan; color, quality, style and composition of exterior materials, including (without limitation) roofs, walls, patios, sidewalks and driveways; location, style, composition and extent of fencing; roof line and orientation; and appropriateness of permitting any proposed structures or improvements other than a Living Unit and garage, such as fountains, flagpoles, statuary, outdoor lighting, or others, neither Committee being obligated under any circumstances to approve any such other improvements if they determine that same would detract from the overall aesthetic quality of the area. Any obligation of Developer to enforce provisions relating to historic preservation shall become the responsibility of the Association and the Committees created in this Article shall ensure compliance therewith. The Board of Directors shall have the right and power on behalf of the Association to enforce in courts of competent jurisdiction decisions of either Committee.

Section 4.05. Submissions to New Construction Committee. To secure the approval (the "Final Approval") of the New Construction Committee, an Owner shall deliver to the Committee in form and substance reasonably satisfactory to the Committee the number of complete sets hereinafter set forth of:

- (a) The Design Development Plan which shall include:
  - (i) a site plan showing the location, dimensions, orientation to boundary lines and the set-back lines, of proposed buildings, garages, other structures, driveways, sidewalks, fencing and all other improvements;
  - (ii) design elevation of, and a floor plan for, and description of the foundation, height and size of each structure, including the living area square footage of each structure; and
  - (iii) A description and sample of the exterior materials concept for each structure.
- (b) Drawings and details of all exterior surfaces, including the roof, showing elevations, and including the color, quality and type of exterior construction materials (collectively, the "Exterior Plan");
- (c) Only if requested by the New Construction Committee or the Modifications Committee, a landscaping plan, which will include species, layout, location, size and configuration of all proposed landscaping and landscaping materials, detailing the proposed use and treatment of all portions of the Lot that are not to be covered by sod, structures, or sidewalk or driveway paving; and
- (d) All such other information as may be reasonably required which will enable the New Construction Committee to determine the location, scale, design, character, style and appearance of such Owner's intended improvements.

All of the foregoing (collectively, as originally submitted and as revised and resubmitted, the "Plans") shall conform to the applicable provisions of the Declaration. The Owner shall supply as many sets, not to exceed three (3), as deemed appropriate by the Committee.

Where an Owner has neglected to submit a site plan and/or a schematic plan for approval, failure of the New Construction Committee to exercise the powers granted by this Article IV shall never be deemed a waiver of the right to do so either before or after a building or other improvement in the Properties, or any exterior addition to or alteration therein, has been completed.

Where not otherwise specified herein or in an applicable Supplemental Declaration, the New Construction Committee also shall have the right to specify requirements for each Building Plot as follows: minimum setbacks; driveway access to adjacent street; the location, materials, height and extent of fences, walls or other screening devices; garages and access thereto; and the orientation and placement of structures with respect to streets, walks and structures on adjacent property. The New Construction Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed (or imposed in any applicable Supplemental Declaration) or meet its minimum construction requirements or architectural design requirements or that might not be in its judgment, with the overall character and aesthetics of the Properties.

The New Construction Committee has the full authority to enforce additional restrictions as they are created against any Building Plots within a specific Neighborhood, as imposed pursuant to any Supplemental Declaration. Such restrictions will be more clearly defined in supplemental Declarations filed by Developer in the Real Property Records of Travis County, Texas, creating and/or annexing each Neighborhood within the Properties.

Section 4.06. Time for Review of Plans. Upon submission by the Owner to the New Construction Committee or the Modifications Committee of a written request for Final Approval and the submission to the New Construction Committee of the Design Development Plan or the Plans (as applicable, and in either case, the "Submitted Plans"), or other plans to the Modifications Committee, each Committee shall endeavor to review same within thirty (30) days from receipt of plans and notify Owner in writing whether the submitted Plans are approved or disapproved. These Committees, as required, shall approve the plans if such plans do not violate the Declaration (including the requirement of any applicable Supplemental Declaration, if any) or the guidelines and criteria from time to time existing and established by the Committees, and if such plans are, in their judgment aesthetically compatible with other portions of the Properties and/or improvements thereon. Any such disapproval shall set forth the specific reason or reasons for such disapproval. Any failure by the New Construction Committee to approve or disapprove the Submitted Plans in writing within such thirty (30) day period shall not constitute a waiver of the requirements of the Declaration. No construction of the improvements provided for in the Submitted Plans (including those resubmitted under Section 4.07) shall be commenced until the receipt of the committee's written approval of the Plans for such improvements. In the event the Modifications Committee fails to either (i) approve or disapprove

Plans submitted to it, or (ii) request additional information reasonably required, within thirty (30) days after submission, the Plans for modifications shall be deemed disapproved.

Section 4.07. Review of Revised Plans. If the New Construction Committee shall disapprove any part of the Submitted Plans, the Owner may revise the Submitted Plans to incorporate such change requested by the New Construction Committee and may deliver the required number of complete sets of revised Submitted Plans to the New Construction Committee and the New Construction Committee shall endeavor to review such revised Submitted Plans within thirty (30) days to determine Owner's compliance with the New Construction Committee's requested changes.

Section 4.08. Changes in Approved Plans. An Owner shall secure the written approval of the New Construction Committee to any material change or revisions in approved Plans in the manner provided in this Article for the approval of Plans.

Section 4.09. Variances. The New Construction Committee may authorize variances from compliance with any of the architectural provisions of the Declaration, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations or any other reasonable item may, in the Committee's judgment and discretion, require. Variances in the minimum size of units shall be granted only in extremely exceptional circumstances where no other reasonable alternative is available. The Committee's decision on a requested variance shall be final, conclusive and binding. Such variances must be evidenced in writing, must be signed by at least one member of the New Construction Committee or its representative designated in writing, and shall become effective upon their execution. If such variances are granted, no violation of the covenants, conditions and restrictions contained in the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of the Declaration for any purpose except as to the particular provision hereof covered by the variance, and only for the particular Lot in question, nor shall it affect in any way the Owner's Obligation to comply with all governmental laws and regulations.

Upon the recommendation of the Modifications Committee, the Board of Directors may authorize variances, as stated above. Such Modifications Committee's variances must be evidenced by a written instrument signed by a majority of the Board of Directors and a majority of the Modifications Committee.

Section 4.10. Fees for Review and Inspection. The Board may establish and charge a reasonable fee for review by the New Construction Committee or the Modifications Committee of the plans for any improvements. Payment of such fee shall be a condition to approval of any plans submitted. The fee is initially established at seventy-five dollars (\$75.00) per set of plans reviewed. The Board may also charge a fee for inspection of the construction in-progress. Such fee may not exceed seventy-five dollars (\$75.00) and shall also be payable at the time plans are submitted for review.

Section 4.11. No Liability. Neither Developer, the Association, Board of Directors, the New Construction Committee or Modifications Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Building Plot 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 or disapprove any such plans or specifications, including specifically, but without limitation, consequences of any defect in any plans or specifications. The approval of plans shall not be deemed or construed to be an opinion, warranty, representation or statement that the plans are technically sound or that the improvements described will be habitable or safe. Every person who submits plans or specifications to the New Construction Committee or Modifications Committee for approval agrees, by submission of such plans and specifications, and every Owner agrees, that he will not bring action or suit against Developer, the Association, the Board of Directors, the Committees, or any of the members thereof to recover any such damages.

Section 4.12. Rules and Regulations. The New Construction Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

## ARTICLE V

### EASEMENTS

Section 5.01. General. The rights and duties of the Owners of Lots within the Property with respect to sanitary sewer, water, electricity, gas, telephone, and cable television lines and drainage facilities shall be governed by the following:

(a) wherever sanitary sewer and/or water house connections or electricity, gas or telephone and cable television lines or drainage facilities are installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots within the Property in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer and/or water house connections or electricity, gas, telephone or cable television lines or drainage facilities are installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which service his Lot.

Section 5.02. Reservation of Easements. Easements over the Lots and Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas

and sanitary sewer lines and drainage facilities are hereby reserved by Developer, together with the right to grant and transfer same.

Section 5.03. Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on, the recorded Plat(s) . With the exception of certain Lots located on the perimeter of the Property, underground electric, gas and telephone service shall be available to the Lots. For so long as such underground service is maintained, the electric service to each Lot shall be uniform and exclusively of the type known as single-phase, 120/240 volt, three-wire, 60-cycle, alternating current. Easements for the underground services may be crossed by driveways, walkways, patios, brick walls and fences, provided the Owner or the homebuilder makes any required or necessary arrangements with the utility companies furnishing electric, gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, and neither the grantor of the easements nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the land covered by said easements.

Section 5.04. Public Streets. All Lots within the Property shall abut and have access to a public street. Public street rights-of-way are shown on the Preliminary Plan and shall also be shown on the Final Plan.

Section 5.05. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Properties, including, but not limited to, private streets, in the performance of their duties and further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Common Properties to render any service or perform any function contemplated herein.

Section 5.06. Universal Easement. Each Lot Owner grants a perpetual easement to the Association for any encroachment of Common Facilities onto such Owner's Lot caused by Developer or the Association prior to such Lot Owner's purchase of said Lot. Each of the easements herein above referred to shall be deemed to be established upon the recordation of the Declaration and shall be appurtenant to or a burden upon the Lot being serviced and shall pass with each conveyance of said Lot.

Section 5.07. Public Easement. (Intentionally deleted.)

Section 5.08. Audio and Video. In the event that audio and video communication services and utilities are made available to any said Lots by means of an underground coaxial cable system, the company furnishing such services and facilities shall have a two foot (2') wide easement along and centered on the underground wire or cable when and as installed by said company from the utility easement nearest to the point of connection on the permanent

improvement or structure constructed, or to be constructed upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

Section 5.09. Electric Distribution System. An electric distribution system will be installed within the boundaries of the Properties pursuant to one or more agreements for electric service to be executed and recorded by Developer and the relevant utility. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three-phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes and such other appurtenances as shall be necessary to make electrical service available. The Owner of each Lot containing a Living Unit shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of the local governing authorities and the National or Local Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service (the "Company") shall make the necessary connections at said point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The Company shall make the necessary connections at said point of attachment and at the meter. Developer has granted or will grant either by designation on the Plat (s) or by separate instrument, necessary easements to the Company providing for the installation, maintenance and operation of its electric distribution system and has also granted or will grant to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Lot containing a Living Unit shall, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the Company) for the location and installation of the meter of such Company for each living Unit involved. The electric service to each Living Unit shall be uniform in character and exclusively of the type known as single-phase, 120/240 volt, three-wire, 60-cycle, alternating current, and all portions thereof located on Lots shall be underground.

## ARTICLE VI

### UTILITY BILLS. TAXES AND INSURANCE

Section 6.01. Obligation of the Owners. Owners' utility bills, taxes and insurance shall be governed by the following:

- (a) Each Owner shall have a separate electric, gas (unless total electric dwelling) and water meter and shall directly pay at his own cost and expense for all electricity, gas, water, sanitary sewer service, telephone service, cable television and other utilities used or consumed by him on his Lot.

(b) THE AMOUNT WHICH MUST BE PAID FOR SEWER SERVICE TO EACH LOT OR BUILDING PLOT IS ESTABLISHED BY A RATE TARIFF APPROVED BY THE TEXAS NATURAL RESOURCE CONSERVATION COMMISSION OR OTHER GOVERNMENTAL ENTITY AND NOT BY DEVELOPER OR THE ASSOCIATION. SEWAGE SERVICE IS PROVIDED BY THE UNION CREEK WASTEWATER CORPORATION AND NOT BY DEVELOPER OR THE ASSOCIATION. THE AMOUNT OF THE CHARGES FOR SUCH WASTEWATER SERVICES MAY VARY FROM AREA TO AREA.

(c) Each Owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.

(d) Each Owner shall be responsible at his own cost and expense for his own property insurance for the building and contents of his own Living Unit, and his additions and improvements thereto, including decoration, furnishings, and personal property therein; and also for his personal liability not covered by liability insurance for all Owners which may be obtained by the Associations as part of the common expense in connection with Common Properties or Common Facilities.

Section 6.02. Obligation of the Association. The Association shall have the following responsibilities regarding utility bills, taxes and insurance for the Common Properties and Facilities:

(a) The Association shall pay as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Properties or any part thereof.

(b) The Association shall render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Properties and the improvements and the property appertaining thereto

(c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities, if any, located in the Common Properties and the contents thereof and the Association against the risks of loss or damage by fire and other hazards as are covered under standard extended or all-risk coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Common Facilities, the Association, the Board of Directors and/or the Association's Members, agents and employees, from and against liability in connection with Common Properties and Common Facilities.

Director and officer liability insurance and fidelity bonds are also allowable coverages that may be obtained by the Association.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as herein above provided shall be paid out of the maintenance fund as a common expense of all Owners and shall be a part of the Base Annual Assessment.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors; its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) A waiver by the insurer of its right to repair and reconstruct instead of paying cash;

(iii) That no policy may be canceled, invalidated, or suspended on account of any act or omission of any one or more individual Owners or Occupants of Lots;

(iv) That no policy may be canceled, invalidated or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or Mortgagee; and

(v) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration.

Section 6.03. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Properties or Common Facilities, or (in the event no repair or reconstruction is made) after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their interests may appear, if any Living Unit is involved, shall be retained by and/or the benefit of the Association.

If it is determined as provided for in Section 6.05, that the damage or destruction to the Common Properties or Facilities for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds herein.

Section 6.04. Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty.

Any damage or destruction to the Common Properties shall be repaired or reconstructed unless at least seventy five percent (75%) of all votes in the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extensions shall not exceed an aggregate of sixty (60) days. No Mortgagee of a Lot shall have the right to participate in the determination of whether the Common Properties or Facilities damaged or destroyed shall be repaired or reconstructed.

In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Properties or Facilities shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Properties by the Association in a neat and attractive condition.

Section 6.05. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's Members, levy a special Assessment against all Class A Owners in proportion to the number of Lots. Additional assessments may be made in like manner at anytime during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

## ARTICLE VII

### CONDEMNATION

Section 7.01 In the event that all or any part of the Common Properties shall be taken by any authority having the power of condemnation or eminent domain, no Owner shall be

entitled to notice thereof nor be entitled to participate in the proceedings incident thereto. Any decision by the Board of Directors to convey Common Properties in lieu of and under threat of condemnation, or to accept an agreed award as compensation for such taking, shall require approval by a vote of fifty-one percent (51%) of a quorum of the members of the Association present and voting at a special meeting called for such purpose. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Properties on which improvements have been constructed, then, unless within sixty(60) days after such taking the Developer and at least seventy five percent (75%) of the total number of votes in the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Properties, to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article VI hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. The taking does not involve any improvements on the Common Properties, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such aware or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

## ARTICLE VIII

### MAINTENANCE AND REPAIRS

Section 8.01. By the Owners. It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the exterior and interior of his Living Unit and all other improvements on his Lot and the lawn and landscaping, fixtures, appliances, equipment and other appurtenances thereto and also including the private driveway appurtenant to his Living Unit, sidewalks, fences and any storage sheds or other outbuildings which are appurtenant to and situated on his Lot. The Association shall have no duty or obligation to any Owner in this regard. The Association shall have the right to enforce this restriction to the fullest extent permitted in the Declaration. If any improvement on a Lot is damaged or destroyed, the Owner shall diligently proceed to restore such improvement to the condition existing prior to such damage or destruction or, in the alternative, raze or remove such improvement and landscape the Lot pursuant to a Removal Plan approved by the Modifications Committee.

Section 8.02. By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Property, Common Facilities and all parts thereof, including but not limited to, landscaped lawns, fences, esplanades, parking areas and improvements and facilities owned by the Association, except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of any private driveway, sidewalk, and fence or fences which are appurtenant to such Owner's Lot or Living Unit. The Board of the Association has the additional right, but not the obligation, to have the grass or vegetation cut and maintained, in a neat and

sanitary manner, on the land that is owned by or dedicated to the City of Austin, Travis County or any municipal utility district if the appropriate city, county or utility district's maintenance standards are not acceptable to the Board of the Association.

## ARTICLE IX

### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 9.01. The Common Properties. The Association, subject to the rights of the Owners set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Properties and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof. All landscape reserves shall be utilized and maintained as Common Properties for the Association and for no other purpose.

The Board of Directors shall be authorized to contract with outside associations (such as homeowner's associations, community associations, or the like) or with developers of areas outside the Properties to share usage of the recreational Common Facilities of this Association. Such contract shall set forth usage privileges and obligations and monetary payment for such privileges to the Association. All arrangements, fee schedules and contracts will be on terms no more favorable to such users than made available to the Members, but otherwise will be developed and approved at the total discretion of the Board of Directors of the Association.

Section 9.02. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of The Association, shall accept any real or personal property, leasehold, or other property interests within the platted Property, agreed to be conveyed to it by the Developer. Notwithstanding anything contained in this Declaration to the contrary, Developer, and the Association upon its succeeding to Developer's rights, shall have the right, power and authority to dedicate to any public or quasi-public authority water lines, sanitary sewer systems, storm water facilities, streets and esplanades situated in the Common Properties and to terminate or modify these restrictive covenants with respect to such dedicated Property. Such dedication and acceptance thereof shall not prohibit the Association from maintaining the land and facilities located within dedicated areas, nor relieve the Owners of the obligation to participate in the payment of the cost of such maintenance.

Section 9.03. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration and any subsequent supplemental Declarations. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Lot (and improvements located thereon), and suspension of the right to vote, and the right to use the Common Properties and Facilities and to receive services contracted for through the Association. In addition, the Board shall have the power (but not the obligation) to seek relief in any court for violations or to abate unreasonable disturbance.

Section 9.04. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein necessary to effectuate any such right or privilege.

## ARTICLE X

### RESTRICTIONS ON USE: RESTRICTIONS ON IMPROVEMENTS

#### Section 10.01. Single Family Residence.

(a) All buildings, structures, and other improvements erected, altered, or placed in the property shall be of new, on-site construction, and each Lot (and all Property that is subject to the Declaration, whether or not subdivided, except common Properties) shall be used only for the construction of Living Units (i.e., detached single-family residential structures, townhomes, patio homes, garden homes and/or condominium units) and a private garage for not less than two (2) full size cars nor more than three (3) cars, each for use only as a residence for a single family of individuals related by blood or marriage, or maintaining a common household as husband and wife, or by co-owners (excluding cooperative type ownership if being used to avoid the intent of this restriction). Garages shall be an enclosed structure used for storing vehicles and shall not be converted, in whole or in part, to living area. The garages must be functional for the purpose of storing vehicles inside of the garage. No structure of a temporary character, trailer, mobile home, tent, shack, barn, or outbuilding shall be permanently or temporarily erected, maintained, or installed on any Lot at any time except as may be approved by the New Construction Committee, but in no event shall any such approved non-Living Unit structure be used as a residence, either temporarily or permanently. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other non-residential purposes (including, but not limited to garage sales, yard sales or estate sales unless such sale is conducted by the Association), or for any commercial use of a residential nature (e.g., as a boarding house, day-care facility, half-way house, nursing home, rehabilitation or therapy facility, etc.).

A home office shall be permitted provided that: (a) no visible or apparent evidence of a business or home office is created; and (b) no non-residents of the Living Unit visit or work in the home office; and (c) the home office does not create any annoyance or nuisance to the Subdivision; and (d) the home office creates no additional traffic in the Subdivision.

(b) Unless the New Construction Committee otherwise agrees in writing, the exterior finish or construction of a Living Unit shall be seventy-five percent (75%) brick, stone, or cement based traditional stucco (the physical properties and construction methods of which must be approved by the New Construction Committee, but a special

rule applies to two story houses on corner Lots as set out below). In computing such percentages, roof areas shall be excluded, but garages, porches, and other structures constituting part of the Living Unit proper shall be included. All exterior wood products shall require the written approval of the New Construction Committee. No building shall be erected, altered or permitted to remain on any single Lot, other than one single-family residential dwelling and a private garage for not less than two (2) full size cars nor more than three (3) cars. No carports shall be permitted on any Lot within the Properties, except that porte cochere type structures that are attached and architecturally integrated into a Living Unit may be approved by the Committees on a case-by-case basis, provided that they are not to be substituted for the requirement that every dwelling include a private garage for not less than two (2) full size cars nor more than three (3) cars. The maximum allowable height of any residential structure shall not exceed two and one half (2 1/2) stories. For purposes hereof, any one-half (1/2) story of a house must be contained within the peaked roof line of a one or two story home, as the case may be. The maximum allowable height of any multi-family residential structure shall not exceed three (3) stories.

(c) Unless The New Construction Committee otherwise agrees in writing, the exterior finish or construction of a living unit located on a corner lot (at the intersection of two streets) shall be 100% stone, brick or cement based stucco as defined above on the two sides which face the adjacent streets.

Section 10.02. Reasonable Enjoyment. No nuisance shall ever be erected, placed, or suffered to remain upon any Lot in the Property and no Owner or Occupant of any Lot in the Property shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or Occupant. The Association's Board of Directors is hereby authorized to determine what constitutes a violation of this restriction.

Section 10.03. Animal Husbandry. No sheep, goats, horses, cattle, swine (including, but not limited to, pot-bellied pigs), poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association's Board of Directors), snakes or livestock of any kind shall ever be kept in or upon any part of the Property except that no more than two (2) dogs, and not more than two (2) cats or other common household pets may be kept by the Owner or Occupant of any Living Unit, provided they are not kept for any commercial purpose. Any allowable pet that is kept in a household must be confined to its Owner's Lot either by constraints of a backyard fence, a leash or within the Living Unit. No animal shall be permitted to run freely away from its Owner's Lot and must be controlled by a leash. All applicable leash and licensing laws in effect in the City of Austin and Travis County, to the extent more restrictive than this provision, shall also apply to this animal husbandry provision and shall be complied with by all Owners and Occupants of Lots. An Owner of more than one Lot may not keep or accumulate more than two (2) dogs, or more than two (2) cats or other common household pets on any one Lot by virtue of the ownership of more than one Lot in the Subdivision.

Section 10.04. Trash and Rubbish Removal. No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain on any Lot. The Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be seen from neighboring Lots or public or private streets. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

Section 10.05. Oil and Mining Operations. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, no oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted in the Properties.

Section 10.06. Prohibited Use. Industrial use of the Properties is prohibited. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion. No activity or use shall be permitted on or with respect to the Property which is determined by the Board to be obnoxious to or out of harmony with a distinctive residential community, including, but not limited to, any trailer houses and parks, junk or scrap metal yard, waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, any fire, bankruptcy, garage, estate, yard or auction sale or operation. No excavations shall be made and no sand, gravel or soil shall be removed from the Properties except in connection with a grading and/or building plan approved as provided by the New Construction Committee. No burning of rubbish or trash shall be permitted at any time. No storage area shall be permitted between any building and the front Property line of such Property.

No activity, whether for profit or not, which is not related to single-family residential purposes, shall be carried on upon any Lot, except on those Lots which may be designated by Developer for use as sales offices, construction offices, and storage facilities for a period of time commensurate with home construction and sales within the Property. Except for this temporary use of selected Lots, no noxious or offensive activity of any sort shall be permitted, nor shall anything be done, on any portion of the Properties which may be or become an annoyance or nuisance to the neighborhood

Section 10.07. Septic Tanks. No privy, cesspool or septic tank shall be placed or maintained on any Lot or serving any Building Plot.

Section 10.08. Developer's Rights During Development Period. During the period of time while any parcels of land, Lots or Living Units located within the Property are being developed and marketed (the "Development Period"), the Developer, with the right of assignment, shall have and hereby reserves the right to reasonable use of the Common Properties and land owned by Developer within the Property in connection with the promotion and marketing of land within the boundaries of the Property. Without limiting the generality of the

foregoing, Developer may erect and maintain such marketing or directional signs, temporary buildings, model homes and other structures as Developer may reasonably deem necessary on the Property for the promotion, development and marketing of Lots and homes within the Property during the Development Period.

Developer shall have the right to erect and maintain off site signs along major local thoroughfares directing traffic to the Legends Way subdivision along routes which will not include passage through the Onion Creek and Legends Place subdivisions. LIC and OCHA hereby consent, and Developer shall have the right to erect and maintain signs within the Onion Creek and Legends Place subdivisions directing traffic which comes into those subdivisions along the shortest route to the Legends Way subdivision. This signage shall consist of a maximum of four (4) directional signs as follows: (a) one (1) 4'x4' sign at or near the intersection of Onion Creek Parkway and Pinehurst Drive; (b) one (1) 2'x2' directional sign at or near the intersection of Pinehurst Drive and River Plantation Drive; and (c) two (2) 2'x1' directional signs along River Plantation Drive. LIC and OCHA hereby represent that they do not own or control usage of property at these locations, however, Developer shall have the right to negotiate and obtain rights for usage of the properties involved from the respective owners of the properties involved without interference from LIC or OCHA. Such signage shall be tastefully designed, constructed of materials which will withstand weather and the elements, and shall be maintained to repair any signs of deterioration or wear.

Section 10.09. Builder Rights. During the Development Period, Developer shall have the right to allow any one or more approved homebuilders (a "Builder") the right to erect and maintain such signs, model homes, and other structures Developer may reasonably deem necessary or proper in connection with such Builders' promotion, development, and marketing of Lots and residential improvements located within the Property. The approvals granted by the Developer as described above are discretionary and may be revoked in the manner specified in an agreement between Developer and the Builders or, if there is no agreement, a Builder shall be given at least ten (10) days' notice to comply with any revocation of approval by the Developer.

Section 10.10. Storage of Boats, Trailers and Other Vehicles and Equipment. No boat, trailer, golf cart, golf cart trailer, recreational vehicle, camping unit, bus, commercial use truck, or self-propelled or towable equipment or machinery of any sort or any item deemed offensive by Developer or the Association shall be stored on any street in the Property or on any Lot except in an enclosed garage or behind a solid fence, the design of which has been approved by the New Construction Committee or the Modifications Committee, except that during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon from and during the time of necessity therefor. Any boat, trailer, golf cart, golf cart trailer, recreational vehicle, camping unit, bus, commercial use truck, or self-propelled or towable equipment or machinery of any sort or any item deemed offensive by Developer or the Association stored in a garage or behind a solid fence as prescribed herein may not be within the view of the public. A fence enclosing a boat, trailer, recreational vehicle or the like shall be a solid wood fence no more than six feet (6') tall and the side of such fence exposed to public view shall be the smooth side. This restriction shall not apply to automobiles or small non-commercial passenger trucks in good repair, attractive condition and having current registration status, provided that any such vehicles

are parked on an improved driveway which has been approved by the New Construction Committee. Storage of approved vehicles on the driveway or street right-of-ways is defined as parking without movement for a period of forty eight (48) hours or more during a period of seven (7) consecutive days. No vehicle shall ever be permitted to be stored on the front or side lawn within view of the public. Removal of a boat, trailer, camper, recreational vehicle or other item restricted by this paragraph for short periods, so as to avoid the intent of this provision, shall not affect the running of the time periods set out herein.

No vehicle shall ever be permitted to park on a driveway at a point where the vehicle obstructs pedestrians from use of a sidewalk.

Section 10.11. Clothes Lines. Clothing or other materials shall not be aired or dried within the boundaries of the Property except in back or side yards behind fences or buildings so as not to be visible to public view from adjacent streets.

Section 10.12. Construction Work. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work on new construction of a Living Unit, shall be permitted only after 7:00 A.M. and before sundown, and for modification or alteration work subsequent to original construction, only after 9:00 A.M. and before 6:00 P.M. During the construction period, the owner of every Lot upon which construction is being performed shall cause his contractors, subcontractors, workmen and material suppliers to enter the subdivision from Bradshaw Road and shall cause such contractors, subcontractors, workmen and material suppliers to avoid use of Onion Creek Boulevard, Pinehurst, or River Plantation in the Onion Creek subdivision or any other entrances into the subdivision other than from Bradshaw Road.

Section 10.13. Television and Radio Antennas and Satellite Dishes.

(a) Without the prior written authorization of the New Construction Committee or the Modifications Committee, as the case may require, no television, radio or other antenna of any sort shall be placed, allowed or maintained outside a Living Unit or on the exterior of any permitted building or other improvement located on a Lot within the Property.

(b) The New Construction Committee or Modifications Committee may (but is not required to) authorize the installation of one (1) satellite dish or other device intended to send or receive electronic signals on a Lot within the Property provided (without limitation) the size, style, color, placement, location, height, screening and street visibility requirements as provided in the New Construction Committee Architectural Control Guidelines and Modifications Committee standards (as the case may be) are adhered to, or in the absence of any such guideline or standard such Committee approves same as being in architectural and aesthetic harmony with the balance of the Property. Under no circumstances shall a satellite dish be permitted (at any point in its rotation or angle) to be closer than ten (10) feet from a property line of any Lot, nor shall the diameter of any permitted dish exceed eight (8) feet in width. No satellite dish (at any

point in its rotation or angle) shall exceed eight (8) feet in height on a slab elevation at the rear of the main residential structure. The New Construction Committee and the Modifications Committee reserve the right to on-premises monitoring and inspection during installation to ensure compliance and to seek injunctive relief, if necessary, to ensure compliance with the applicable Restrictions, guidelines and standards.

Section 10.14. Electrical, Telephone and Other Utility Lines. Except as may be permitted in writing by the New Construction Committee or as permitted by a Supplemental Declaration for a particular Neighborhood, all electrical, telephone and other utility lines and facilities which (i) are located on a Lot, (ii) are not within or part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the Association, shall be installed in underground conduits or other underground facilities. Landscaping and security lighting fixtures may be installed above ground only after the design and installation thereof has been approved in writing by the New Construction Committee or Modifications Committee.

Section 10.15. House Numbers and Mail Boxes. House numbers, mail boxes and similar matter used in the Property must be harmonious with the overall character and aesthetics of the community and be continually maintained in an attractive manner.

Section 10.16. Signs, Advertisements, Billboards, Flags. No sign, advertisement, billboard, or advertising structure of any kind shall be displayed to public view on any Lot except for one (1) sign on each Lot, which sign may not exceed six (6) square feet, for the purpose of advertising the Property for sale or rent, except signs used by Developer, or its successors or assigns, for a period of time commensurate with its home construction/sales program. No sign shall be permitted that shall advertise that a property has been or will be foreclosed or sold at forced sale. Developer, the New Construction Committee and the Modifications Committee shall have the right to remove any sign. Except as provided to the contrary herein, in no event shall the use of flags or banners be permitted in the promotion or sale of any Lot or Living Unit in the Property, except those owned by Developer or a Builder. No flag poles or banners shall exceed fifteen feet (15') in height. Any use of said items by Developer or any Builder is subject to the prior approval of the New Construction Committee. Signs placed in the yards of Living Units promoting, or in recognition of local school activities of the resident(s) of the Living Units shall be permitted subject to approval of the New Construction Committee or Modifications Committee.

Section 10.17. Lot Maintenance and Environmental Concerns. The Owner of each Lot shall maintain the same and adjacent street right-of-way, and the improvements, sod, trees, hedges, fences and plantings thereon, in a neat and attractive condition. Such maintenance shall include regular mowing, edging of turf areas, weeding of plant beds, fertilizing, weed control and watering of the turf and landscape areas on each Lot. Diseased or dead plants or trees must be removed and replaced within a reasonable time. On front lawns and wherever visible from any street, there shall be no decorative appurtenances placed, such as sculptures, birdbaths, birdhouses, fountains or other decorative embellishments unless such specific item(s) have been approved in writing by the New Construction Committee or the Modifications Committee. The Association or Developer shall have the right, after ten (10) days' notice to the Owner of any Lot,

setting forth the action intended to be taken by the Association or Developer, provided at the end of such time such action has not already been taken by such Owner (i) to mow or edge the grass thereon, (ii) to remove any debris therefrom, (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association or Developer, by reason of its location or height, or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining Property or is unattractive in appearance, (iv) to repair or stain/paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent Property, and (v) to do any and all things necessary or desirable in the opinion of the Association or Developer to place such Property in a neat and attractive condition consistent with the intention of the Declaration. The person who is the Owner of such Property at the time such work is performed by the Association shall be personally obligated to reimburse the Association (or Developer, as the case may be) for the cost of such work within ten (10) days after it is performed by the Association or Developer, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the maximum rate allowable by law, and to pay attorney's fees and court costs incurred by the Association in collecting said obligation, and all of the same to the extent performed by the Association shall be secured by a lien on such Owner's Lot, subject to liens then existing thereon. Such lien shall be enforceable as any other Assessment lien as provided in the Declaration.

The Lot Owner of a home or other structure being constructed shall be responsible to maintain trash and other waste in a proper trash receptacle on the building site and shall not allow trash or debris to be blown off of the Lot.

The use or misuse of household chemicals, lawn fertilizers, herbicides, pesticides and other chemicals in and around the building improvements which are constructed on the Property may have an adverse effect on water quality within the Property, under the Property, and downstream from the Property. It is the desire of the developer that the Property be owned and operated in an environmentally friendly and environmentally conscious manner by Developer, homebuilders, and homeowners who reside on the Property after construction of homes. Accordingly, the following restrictive covenants are hereby imposed upon all Property annexed into the jurisdiction of these deed restrictions for the term of these deed restrictions:

a) In connection with the construction of homes or other improvements within the Property, no builder shall release onto the ground or into the water, any environmentally hazardous material or waste in violation of appropriate environmental laws, rules and regulations. Without limiting the generality of the foregoing provision, homebuilders and their workers, suppliers and subcontractors shall not dispose of oil residues, paint residues or similar substances by pouring them on the ground or otherwise disposing of them on the Property, whether or not enclosed within containers. Any such oil or paint residue shall be disposed of off site, in accordance with the provisions of applicable laws and regulations -

b) Homeowners shall apply herbicides and pesticides in their yards only in compliance with appropriate governmental laws and regulations. It shall be the policy of the Association that the exterior use of herbicides, fertilizers and pesticides will be

minimized. The Association is authorized to expend Association funds to educate the residents of the property in ways to minimize the use of fertilizers, herbicides and pesticides including, for example, use of native plants which are disease and insect resistant, use of non-native plants which have disease and insect resistance so as to minimize the need to use herbicides, pesticides and fertilizers, and lawn maintenance techniques which minimize the need for use of herbicides, pesticides and fertilizers, while maintaining attractive yards.

Section 10.18. Removal of Dirt and Trees. The digging or removal of dirt from any land is expressly prohibited except as necessary in conjunction with the initial construction and subsequent landscaping or improvements. No trees shall be removed without the prior written approval of Developer or New Construction Committee, as applicable, except to remove the dead or diseased trees, to provide room for permanent improvements, or to permit construction of drainage swales.

Section 10.19. Roof Ventilators or Projections. All roof ventilators (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any public street. Developer and the New Construction Committee may approve exceptions to this restriction when energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from view as described above.

No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one (1) or more chimneys and one (1) or more vent stacks without the written permission of the New Construction Committee.

Section 10.20. Window Coolers. No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building or garage on any part of the Property.

Section 10.21. Driveways and Sidewalks. The Owner of each Lot shall construct and maintain at his expense a driveway of not less than ten feet (10') in width (unless such minimum width has been increased in a particular Neighborhood by Supplemental Declaration) made of concrete or brick from his garage to an abutting street, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto.

The New Construction Committee reserves the right to restrict the location of any driveway on any Lot. In addition, such additional restriction may be stated in the Supplemental Restrictions recorded for any or all Neighborhoods within the Property.

The Owner of each Lot shall also construct and maintain at his expense a sidewalk of at least four feet (4') in width made of concrete or brick across the entire front of his Lot at a location designated by the New Construction Committee.

Section 10.22. Sod. Unless granted a variance by the New Construction Committee, within ninety (90) days of completion of a residence, the Owner of each Lot, as a minimum, shall solid sod the front and side yards of his Lot with grass, and shall at all times maintain such grass in a neat, clean and attractive condition, periodically resodding damaged areas of the lawn as they occur. The grass shall be of a type and within standards prescribed by the New Construction Committee.

Section 10.23. Trees. Prior to the occupancy of the Living Unit on each Lot, and on or before the time each Lot is planted with grass or shrubbery, if there is not located on the Lot at least two native trees of two inch (2") diameter or more measured 3' above the ground level in the front yard (three such trees in the case of a corner lot) and one tree of such diameter in the back yard, then the Owner of each Lot shall plant live trees of such number and size. Such trees shall be of a type and in a location approved by the New Construction Committee on a Lot-by-Lot basis. The New Construction Committee intends to require that such trees be of those species listed as "Class I" trees pursuant to the Environmental Criteria Manual adopted and in effect on August 1, 1995 under Article III (Landscape) of the Land Development Code of the City of Austin. Planting of ash, tallow and cottonwood trees is discouraged and such trees shall not fulfill the foregoing requirement. If coniferous trees are planted, group planting maybe required. This requirement (as supplemented by specific restrictions contained in Supplemental Declarations for the Neighborhoods) includes each Lot or partial Lot upon which no dwelling or structure is erected but which is conveyed at any time to the Owner of an adjoining Lot upon which a Living Unit or other permitted structure has been erected. Trees which are planted in satisfaction of the requirements of this paragraph and which tree or trees subsequently die or are uprooted for any reason, must be replaced within sixty (60) days. Enforcement of this paragraph maybe in accordance with the provisions of Section 10.17 herein above.

Section 10.24. Outbuildings. No tree house or children's playhouse, outbuilding or structure shall be permitted on any Lot in the Property without prior written approval of the New Construction Committee or the Modifications Committee, as the case may require. Outbuildings or other structures, temporary or permanent, other than the main residence or garage shall be limited to ten feet (10') in height and each outbuilding may not exceed 120 square feet of floor area. The roof lines of any such outbuildings or structures shall have slope, color and materials similar to those of the main dwelling on the Lot. Temporary structures may be used as building offices and other related purposes by Developer or a Builder. Metal storage buildings shall not be permitted. the New Construction Committee or the Modifications Committee shall be entitled to review and approve or disapprove, without limitation, all outbuildings, play structures (including basketball backboards and hoops), and storage structures. Any such outbuilding will be required to be constructed with material and design that is determined by the New Construction Committee or Modifications Committee to be architecturally and aesthetically compatible with the design of the Living Unit thereon and other structures in the Neighborhood or nearby Property. All playground and recreational equipment pertaining to a Lot must be placed at the rear of such Lot. No basketball hoop and/or backboard shall be installed Closer to the front or side Lot lines facing on any adjacent street than the applicable building set-back line along such street. No outbuilding or play structure will be permitted to (a) be placed on an easement; or (b) be located nearer to a Lot boundary than the applicable building set-back

established by Plat or Supplemental Declaration. The Modifications Committee is hereby authorized to determine what constitutes a violation of this restriction.

Section 10.25. Lot Drainage. All drainage of water from any Lot and the improvements thereon shall drain or flow as set forth below:

(a) Any such water shall drain or flow from the rear Lot line to the front Lot line into adjacent streets and shall not be allowed to drain or flow upon adjoining Lots or Common Properties unless an easement for such purpose is granted. The Owner shall provide drains or swales to effect such drainage upon construction of the dwelling unit of the Lot.

(b) All slopes or terraces on any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining Property.

(c) No structure, planting or other materials shall be placed or permitted to remain or other activities undertaken within the Property or any portion thereof by any Owner which might damage or interfere with established slope ratios or interfere with established drainage functions or facilities.

Section 10.26. Building Height: Minimum Square Footage. No building or Living Unit in the Property shall exceed two and one-half ( $2\frac{1}{2}$ ) stories in height. No Living Unit shall contain less than eighteen hundred (1,800) square feet of area or the minimum per square foot living area provided for in the relevant Supplemental Declaration for such area, unless the New Construction Committee agrees to the contrary in writing. All computations of living area shall be exclusive of attics, basements, open or screened porches, terraces, patios, driveways, and garages. Measurements shall be to the faces of the outside walls of the living area.

Section 10.27. Building Requirements. As to each Lot in The Property, the following building requirements shall apply unless the New Construction Committee agrees to the contrary in writing, to-wit:

(a) No building (i) shall be placed or built on any Lot nearer to the front Lot line or nearer to a side Lot line than any building lines therefor which may be shown on the relevant subdivision Plat, or (ii) shall encroach on any easement shown on the relevant subdivision Plat unless (A) approved in writing by the New Construction Committee as having resulted from setting or shifting of improvements, and (B) permitted by applicable law and governmental authorities having jurisdiction.

(b) Before the Living Unit constructed on the Lot is completed, the builder thereof shall construct an improved sidewalk parallel to the adjacent street or streets, which sidewalk shall be of a size, nature, type and configuration to be approved by the New Construction Committee.

(c) Each Living Unit located on a corner Lot shall face the public street having the lesser frontage, unless otherwise approved by the New Construction Committee or otherwise provided in an applicable supplemental Declaration.

(d) Orientation of each garage entrance to the public street on which the Living Unit fronts, and other aspects of garage location, type, configuration and construction materials shall be as approved by the New Construction Committee or in any applicable Supplemental Declarations filed (now or hereafter) in the Real Property Records of Travis County, Texas, with respect to the particular Lot or Neighborhood in question.

Section 10.28. Walls and Fences. No walls or fences shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the sidestreet except in special circumstances necessitated by the geography and platting of a particular Neighborhood, and specifically permitted by the supplemental Declaration(s) affecting such Neighborhood. No fence or wall shall be taller than six (6) feet unless specifically allowed by the Modifications Committee or New Construction Committee, as appropriate, unless otherwise permitted in a Supplemental Declaration. The six feet in height for a fence is measured from the natural elevation of the ground at the location of the fence (i.e. the soil or other material shall not be accumulated or removed from under the fence to create a fence higher or lower than six feet above the natural elevation of the ground under the fence). The six foot height limitation of the fence includes all elements of the fence, however, stone or brick columns may be 7 feet in height. All fence posts or columns must face the inside of the property. No chain link fence type construction will be permitted on any Lot except, however, Developer is exempt from this prohibition as long as it owns portions of the Property. Any wall or fence erected on a Lot by Developer, or its assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall or fence thereafter. Approval of the New Construction Committee shall be obtained prior to the erection of any wall or fence on any Lot and the smooth side of all solid fences shall face the adjacent streets.

All walls and fencing shall be made of stone, wood, ornamental metal or brick except as set forth herein or in any applicable supplemental Declaration filed by Developer, or as otherwise permitted in the discretion of the New Construction Committee or Modifications Committee, as the case may be. The use of chain link fencing is prohibited on all Lots, except for tennis courts and other special applications, and then only with prior written permission from the New Construction Committee or Modifications Committee, as the case may be.

Section 10.29. Roofs. The roof of each Living Unit shall be covered with asphalt or composition type shingles of a weight and color approved by the New Construction Committee. The decision with regard to shingle weight and color shall rest exclusively with the New Construction Committee or the Modifications Committee, as the case may be, and their respective decisions regarding same shall be final and binding. Any other type roofing material may be permitted only at the sole discretion of the New Construction Committee, upon written

request. All roof stacks and flashings must be painted to match the approved roof color. All roofs shall be installed with a minimum of 5/12 pitch.

Section 10.30. Garages. The supplemental Declaration to be filed or record for such specific Neighborhood shall further restrict certain Lots in regards to garage access from certain streets within the Property and other matters relative to garage construction materials, styles and construction standards.

Section 10.31. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which will obstruct sight lines at elevations between 2 and 6 feet above the roadways 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 points 25 feet from intersection of the property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within 10 feet from an intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 10.32. Burglar Bars and Window Treatment. No external burglar bars shall be permitted on the windows or doors of Living Units without the prior written approval of the New Construction Committee or Modifications Committee, and notice is hereby given that it shall be the policy of such Committees to give such approval only in rare and unusual circumstances. Interior burglar bars shall be screened by drapes or other window coverings so that they are not visible from the street adjacent to any Living Unit. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors of any Living Unit in such a manner that such foil, film or similar treatment is visible from the street adjacent to such Living Unit.

Section 10.33. Engineered Foundations. Foundations for all houses built on Lots or Building Plots shall be designed by a registered professional engineer and the plans therefor shall be prepared under such engineer's seal. Neither the New Construction Committee nor the Modifications Committee shall approve construction of any house, or any modification to a house, the foundation of which does not meet this requirement.

Section 10.34. Chimneys. The portion of all chimneys exposed to view from the exterior of a house must be one hundred percent (100%) brick, stone or traditional cement based stucco (the physical properties and construction methods of which must be approved by the New Construction Committee).

Section 10.35. Limit on Two Story Houses. Unless modified by the covenants for a particular Neighborhood, or unless specifically permitted by the New Construction Committee or the Modifications Committee, no more than three two-story houses shall be allowed in a row on any street.

## ARTICLE XI

### ANNEXATION OF ADDITIONAL PROPERTY

Section 11.01. Annexation With Approval of Membership. Subject to the written consent of the owner thereof, upon the written consent by affirmative vote of two-thirds (2/3) of the total number of votes of the Association present or represented by proxy at a meeting duly called for such purpose, the Association may annex or permit the annexation of real property to the provisions of the Declaration and the jurisdiction of the Association by filing, or having the party owning such property file, a Supplemental Declaration in respect to the Property being annexed in the Travis County Real Property Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon recording the Travis County Real Property Records unless otherwise provided therein. The timing of and manner in which notice of any such meeting of the Members of the Association, called for the purpose of determining whether additional Property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association for regular or special meetings, as the case may be.

## ARTICLE XII

### GENERAL PROVISIONS

Section 12.01. Enforcement. The terms and provisions of this Declaration shall run with and bind the land included in the Property, and shall inure to the benefit of and be enforceable by Developer, the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns. the Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the Property to enforce any lien created by the Declaration, and failure of Developer, the Association, or any Owner to enforce any term or provision of the Declaration shall never be deemed a waiver of the right to so thereafter.

Section 12.02. Incorporation. The terms and provisions of the Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Developer conveying all or any part of the land in the Property, whether or not referred of title contained shall be subject to the terms and provisions of the Declaration.

Section 12.03. Covenants Running with Title. The covenants and restrictions of the Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Property subject to the Declaration, their respective legal representatives, heirs, successors and assigns.

Section 12.04. Amendments. the Declaration may be amended in whole or in part by an instrument executed by the President of the Association where approved by Members entitled to cast not less than seventy-four percent (74%) of the aggregate of the votes of all Members of the

Association, regardless of whether such Members are or are not present at a meeting of the Members called for that purpose. Following any such amendment, every reference herein to the Declaration shall be held and construed to be a reference to the Declaration as so amended. All amendments shall be recorded in the Real Property Records of Travis County, Texas. Nothing herein or in any Supplemental Declaration shall permit or be construed to permit the Owners of Lots within a given Neighborhood or a portion of the Property annexed by Supplemental Declaration to alone decide to de-annex all or any part of such Neighborhood or annexed Property from the Declaration of the jurisdiction of the Association, or to amend any particular restriction, requirement or provision herein, except upon a vote of seventy-four percent (74%) of all of the Members in the entire Association, including (but not requiring any particular percentage vote of) those Owners who were Members of the Association prior to the annexation of the Neighborhood or annexed area in question. No such group of Owners or Members shall have such right to secede from the Association or amend such restrictions except on an Association-wide vote as above contemplated.

Section 12.05. Amendments by Developer.

(a) Developer shall have and reserves the right at anytime and from time to time, without the joinder or consent of any other party, to amend the Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general place and scheme of development as evidenced by the Declaration, and shall not impair or affect the vested property or other rights of any Owner or such Owner's mortgagee.

(b) Particularly reserved to Developer is the right and privilege of Developer to designate, by Supplemental Declaration, additional and/or more specific restrictions applicable to any portion of the Properties within the Declaration so long as Developer owns at least ninety percent (90%) of the number of Lots within the portion(s) of the Property to be so affected. Such additional restriction maybe done by Developer without the consent or joinder of the other ten percent (10%) of Lot owners in such affected area. No such designation of additional or more specific requirements or restrictions, or subsequent change of requirements or restrictions, as provided for herein, shall be deemed to adversely affect any substantial right of any existing Owner.

Section 12.06. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member or Members will not become burdensome to nor constitute harassment of the Association. the Declaration and the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 12.07. Indemnification and Hold Harmless.

(a) By the Association. The Association shall indemnify every officer and director against any and all expenses, including fees of legal counsel, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reasons of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless from and against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

(b) By an Owner. Each Owner shall be liable to the Association for any damage to the Common Properties and/or Facilities of any type or to any equipment thereon which maybe sustained by reason of the negligence of said Owner, his tenants, employees, agents, customers, guests or invitees, to the extent that any such damage shall not be covered by insurance. Further, it is specifically understood that neither the Developer, the Association, the Board of Directors, or any Owner shall be liable to any person for injury or damage sustained by such person occasioned by the use of any portion of the recreational facilities or other Common Properties or Facilities within the Properties. Every Owner does hereby agree to defend, indemnify and hold harmless the Developer, the Association, the Board of Directors and other Owners from and against any such claim or damage as referenced in the immediately preceding sentence hereof, including, without limitation, legal fees and court costs.

Section 12.08. Rights of Mortgages and Lienholders. No violations of any of these restrictions, covenants or conditions shall affect or impair the rights of any mortgagee or lienholder under any mortgages or deed of trust, or the rights of any assignee of any mortgagee or lienholder under any such mortgage or deed of trust.

Section 12.09. Building Sites. With the written approval of the New Construction Committee, the Owner(s) of a group of Lots each of which is adjacent to one or more of the other Lots in the group, may designate a part of a Lot, or any combination of Lots or portions of Lots, to be a building site or building sites. The front, rear and side lines of the platted Lots affected by any such action, as such lines are designated on the subdivision Plat, shall be adjusted to conform to the front, rear and side lines of the new building sites for building and other purposes. Improvements, limited to the improvements permitted in the Declaration or

subsequent Supplemental Declarations, may be constructed on any such building site in accordance with the new front, rear and sidelines thereof. Each such building site, upon being designated as such by the Owner(s) thereof with the written approval of the New Construction Committee, shall thereafter be a Lot for all purposes of this Declaration, except that all future assessments payable by the Owner of a building site comprised of several Lots combined into one building site in accordance with this Section 12.09 will be based upon on Assessment for each of the originally Platted Lots so combined.

Section 12.10. Renting or Leasing. Improvements on Lots may be rented or leased only by written leases and subject to the following restrictions:

All tenants shall be subject to the terms and conditions of the Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.

Each Owner agrees to cause his lessee, Occupant, or persons living with such Owner to comply with the Declaration, By-Laws, and the rules and regulations promulgated thereunder, and is responsible for all violations and losses caused by such tenants or Occupants, notwithstanding the fact that such Occupants of the Living Unit are fully liable for any violation of the documents and regulations; failure to comply shall, at the Board's option, be considered a default under the Occupant's lease.

In the event that a lessee, Occupant or person living with the lessee violates a provision of the Declaration, By-Laws or rules and regulations adopted pursuant to thereto, the Board shall have the power to bring an action or suit against the lessee or other Occupant and/or Owner (in the Association's sole discretion) to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity, including, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee.

The Board of Directors shall also have the power to impose reasonable fines upon the lessee, other Occupant and/or the Owner for any violation by the lessee, Occupant, or person living with the lessee of any duty imposed under the Declaration, the Association By-Laws, or rules and regulations adopted pursuant thereto, and to suspend the right of the Owner, lessee, Occupant or person living with the lessee to use the Common Properties and Facilities. The Board shall have authority and standing to enforce any lease restrictions contained in or promulgated in accordance with any recorded instrument causing any part of the Property to become subject to the Declaration and/or any supplemental Declaration.

Section 12.11. Notice. Any notice required or desired to be given under the Declaration shall be in writing and shall be deemed to have been properly served when (i) delivered in person and receipted for, or (ii) three (3) days after deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed, if to an owner, to the Owner's last known address as shown on the records of the Association at the time of such mailing or, if the Association, to its President, Secretary or registered agent. The initial address for the Association and Developer shall be:

Developer: Williamson Creek Farms, Ltd.  
c/o John K. Condon  
405 Beardsley Lane  
Austin, Texas 78746

Steven Hake, Attorney  
1306 Guadalupe  
Austin, Texas 78701  
Fax: (512) 320-8809

Association: President  
Onion Creek Homeowner's Association  
10816 Crown Colony, Suite 205  
Austin, Texas 78747

Charles E. Brown  
818 W. 10th Street  
Austin, Texas 78701

And such address for the Association and Developer shall be effective unless and until a supplement to this Declaration shall be made and filed in the Real Property Records of Travis County, Texas, specifying a different address for the party filling such supplement (in which event such address specified in such supplement shall be the address, for the purposes of this Section 12.11, for the addressee named in such supplement).

Section 12.12. Enforcement. The covenants, conditions, restrictions, easements, uses, privileges, Assessments and liens of the Declaration shall run with the land and be binding upon and inure to the benefit of Developer, the Association, and each Owner of the Properties or any part thereof, their respective heirs, legal representatives, successor and assigns. The enforcement of the provisions of the Declaration shall be vested in the Association and the Developer. In the event the Association or the Developer fails or refuses to enforce a provision of the Declaration for a period of thirty (30) days after written notice from Developer or any Owner, as the case may be, any Owner shall have the right, but not the obligation, to enforce such provisions. A breach of any of the provisions of this Declaration shall give to the party entitled to enforce such provision the right to bring a proceeding at law or in equity against the party or parties breaching or attempting to breach the Declaration and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting from such breach. A breach of the Declaration by an Owner relating to the use or maintenance of any portion of the Properties or part thereof is hereby declared to be and constitute a nuisance and every public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to remedy such breach. In any legal or equitable proceedings for the enforcement of the Declaration or to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the attorney's fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceedings. All remedies provided under the

Declaration, including those at law or in equity, shall be cumulative and not exclusive. No party having the right to enforce the Declaration shall be liable for failure to enforce the Declaration.

Section 12.13. Good Faith Lender's Clause. No violation of the Declaration shall affect any lien or deed of trust of record upon any Property subject to Assessment or any part of the Property, when held in good faith. These liens may be enforced in due course, subject to the provisions of the Declaration.

Section 12.14. Mergers. If the Association shall merge or consolidate with another association, then the Association's properties, assets, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation, as may be provided in the articles of merger or plan of merger. The surviving or consolidated association shall administer any restrictions, together with any declarations of covenants, conditions, and restrictions governing these and any other properties, under one administration. No merger or consolidation shall cause any revocation, change, or addition to this Declaration.

Section 12.15. Conflict with Deeds of Conveyance. If any part of the Declaration shall be in conflict with any term of a previously recorded deed of conveyance to any portion of the Property, the term of the prior deed of conveyance shall govern, but only to the extent of such conflict.

Section 12.16. Duration. The Declaration shall remain in full force and effect for a term of thirty (30) years from the date the Declaration is recorded in the Office of the County Clerk of Travis County, Texas, after which time the Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the Members entitled to cast not less than seventy-four percent (74%) of the aggregate of the votes of both Classes of Membership has been filed for record in the Office of the County Clerk of Travis County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date. No particular area or Neighborhood annexed herein by Supplemental Declaration, nor the Owners thereof, shall be entitled to elect not to renew the term hereof, as it pertains to such annexed Property, except upon a vote of the requisite percentage (set forth above) of all Members of the entire Association, including those Members owning Lots within and those owning Lots outside of the Neighborhood or annexed area that desires non-renewal.

Section 12.17. Severability. Invalidation of any term or provision of the Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 12.18. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes

required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all case be assumed as though in each case fully expressed.

Section 12.19. Titles. The titles of the Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any terms or provisions contained in this Declaration.

Section 12.20. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding up, and inure to the benefit of Developer and the Association, and their respective successors and assigns.

IN WITNESS WHEREOF, this Declaration is executed this the 2 day of November, A.D., 2000.

WILLIAMSON CREEK FARMS, LTD.

  
JOHN K. CONDON, General Partner

  
EDWARD R. COLEMAN, General Partner

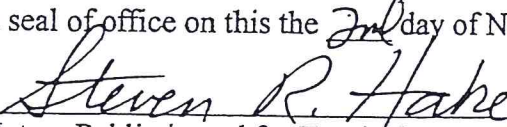
#### ACKNOWLEDGMENTS

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

Before me, the undersigned authority, on this day personally appeared JOHN K. CONDON, General Partner WILLIAMSON CREEK FARMS, LTD. known to me to be the person whose name is subscribed on the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 2nd day of November, 2000.



  
Notary Public in and for Travis County, Texas

My commission expires \_\_\_\_\_

(Printed or stamped name)

STATE OF TEXAS

§


COUNTY OF TRAVIS

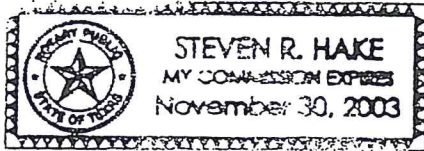
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§

Before me, the undersigned authority, on this day personally appeared EDWARD R. COLEMAN, General Partner, WILLIAMSON CREEK FARMS, LTD. known to me to be the person whose name is subscribed on the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 2nd day of November, 2000.

  
Notary Public in and for Travis County, Texas



My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed or stamped name)

FILED AND RECORDED  
FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*John K. Condon*  
SUPPLEMENTAL DECLARATION OF COVENANTS

11-08-2006 04:05 PM 2000180038

RENAV DESU \$27.00

LEGENDS WAY SUBDIVISION  
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS

§

ORIGINAL

COUNTY OF TRAVIS

§

KNOW ALL PERSONS BY THESE PRESENTS

§

FILED FOR RECORD

As permitted pursuant and subject to Article 11(a) of the "Declaration of Covenants" for Onion Creek subdivision recorded at Volume 4678, Page 2228, et seq., of the Deed Records of Travis County, Lumbermen's Investment Corporation, with the knowledge and consent of the Onion Creek Homeowners Association, hereby exercises its unilateral right and option to annex and subject to the provisions of the Declaration and the jurisdiction of the Onion Creek Homeowners Association the approximately 114 acre tract located on Bradshaw Road adjacent to and immediately southeast of the Onion Creek subdivision, known as the Legends Way subdivision, as shown on the preliminary plat and legal description attached hereto and made part hereof for all purposes as "Exhibit A," which separately describes (1) all portions of the annexed property that are dedicated and/or conveyed to the public for street right-of-way or utility facility purposes; and (2) those portions which comprise lots for construction of living units and related improvements; and (3) those portions which comprise Common Property.

The subject property is within two (2) miles of the Onion Creek subdivision, and this annexation is done with the knowledge and consent of John K. Condon and Edward R. Coleman, General Partners, Williamson Creek Farms, Ltd., the owner of the subject property, as evidenced by their signatures herein, who for purposes of this Supplemental Declaration, shall be referred to as the "Developer" herein.

The Property is being annexed in accordance with and subject to the provisions of the initial Declaration, as amended, and shall be developed, held, used, sold and conveyed and occupied in accordance with and subject to the provisions of the Declaration of Covenants recorded at Volume 4678, Page 2228, Deed Records of Travis County, Texas, as heretofore and hereafter amended, and the covenants set out therein run with such land described in Exhibit A and shall be binding upon Developer, its successors and assigns and all subsequent owners of each lot by the acceptance of their Deeds, for themselves, their heirs, executors, administrators, successors and assigns.

By this Supplemental Declaration of Covenants, the lots shown on Exhibit A are made part of the subdivision and development known as "Onion Creek" and the owners of the lots shall be members of the Onion Creek Homeowners Association, a Texas non-profit corporation, in accordance with the terms of such Declaration of Covenants and Articles of incorporation and Bylaws of the Onion Creek Homeowners Association.

All provisions of the Declaration, as amended, shall apply to the Property being annexed with the same force and effect as if said property were originally included in the declaration as part of the initial property comprising the Onion Creek subdivision.

A vendor's lien is herein reserved in favor of the Onion Creek Homeowners Association, in the same manner as therein provided, to secure collection of the assessments provided for, authorized or contemplated in the Declaration or in this Supplemental Declaration.

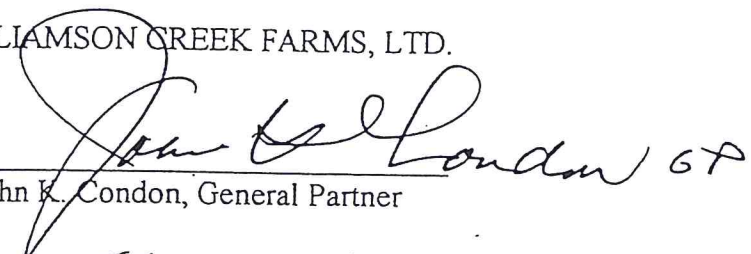
Pursuant to the provisions of Section 11(a) of such Declaration of Covenants, Developer has caused to be prepared and recorded a "Declaration of Covenant, Conditions and Restrictions for Legends Way" which shall also apply to, be binding upon and run with the land described therein. In the event of a conflict between the "Declaration of Covenants, Conditions and Restrictions for Legends Way Subdivision" and the "Declaration of Covenants" for the Onion Creek subdivision recorded at Volume 4678, Page 2228, et seq. of the Deed Records of Travis County Texas, the "Declaration of Covenants, Conditions and Restrictions for Legends Way Subdivision" shall be prevailing.

The assessments imposed by this instrument shall become effective as of November 2000.

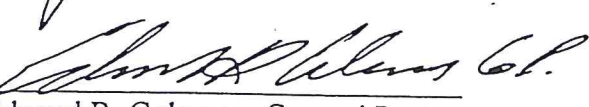
I hereby acknowledge my knowledge of and grant my consent to the annexation described herein:

WILLIAMSON CREEK FARMS, LTD.

By:

  
John K. Condon, General Partner

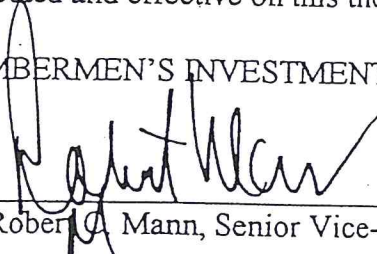
By:

  
Edward R. Coleman, General Partner

Executed and effective on this the 7<sup>th</sup> day of November, 2000.

LUMBERMEN'S INVESTMENT CORPORATION

By:

  
Robert Q. Mann, Senior Vice-President

ACKNOWLEDGMENTS

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

Before me, the undersigned authority, on this day personally appeared John K. Condon, General Partner, WILLIAMSON CREEK FARMS, LTD. known to me to be the person whose name is subscribed on the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 2<sup>nd</sup> day of November, 2000.



Steven R. Hake  
Notary Public in and for Travis County, Texas

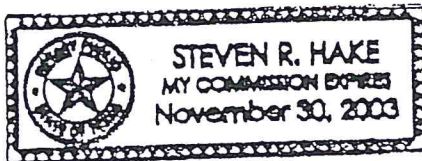
My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed or stamped name)

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

Before me, the undersigned authority, on this day personally appeared Edward R. Coleman, General Partner, WILLIAMSON CREEK FARMS, LTD. known to me to be the person whose name is subscribed on the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 2<sup>nd</sup> day of November, 2000.



Steven R. Hake  
Notary Public in and for Travis County, Texas

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed or stamped name)

# ONION CREEK

## HOMEOWNERS ASSOCIATION

10816 Crown Colony, Suite 105

Austin, Texas 78747

Tel: 512.280.8110

Fax: 512.280.8162

August 26, 2014

Re: CC&R Approval for Variance for Fencing in Legends Way

Spencer Rinker

American Housing Ventures, LLC

620 Newport Center Drive, 12th Floor

Newport Beach, CA 92660

Dear Spencer,

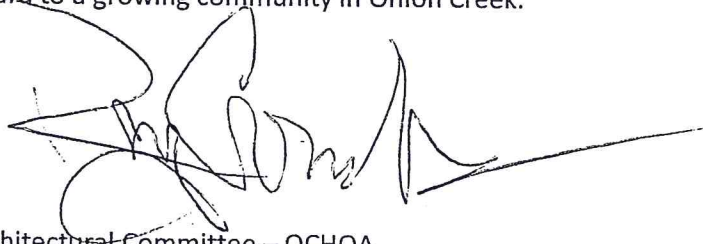
This letter will be the official notification that the Architectural Committee for Onion Creek Homeowners Association (OCHOA) has approved the variance from CC&R for the entire subdivision of Legends Way to use Vinyl Fencing per the attached request for all common areas and private home sites in the Legends Way at Onion Creek subdivision rather than the wood, rock, or metal fencing called for in the CC&R's for Legends Way.

With this approval there will need to be the following understandings that must be included with the CC&R's to all new homeowners in Legends Way by AHV.

1. All vinyl fences will be initially erected by a contractor of AHV
2. All vinyl fences will be included for all homes in the subdivision
3. All vinyl fences will all be the same – no options of design, style, or color
4. Any replacement by homeowner of the initially installed vinyl fencing must be done with same style and color of vinyl fencing
5. No changes (such as color, design, etc.) to any fencing by homeowners.
6. Any and all modifications / changes to any home in Legends Way does require prior approval by the OCHOA Architectural Committee.

We look forward to a growing community in Onion Creek.

Sincerely,



Ray Combs

Chairman, Architectural Committee – OCHOA