

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LEGEND HILLS SUBDIVISION**

THIS DECLARATION is made on the date herein set forth by Fry Homes, Inc. acting herein by and through its duly authorized officers hereafter referred to as "Developer".

WHEREAS, Developer is the owner of all of the property (i.e., all of the lots, tracts and parcels of land) which comprise Legend Hills, a subdivision in Uvalde County, Texas, according to the map or plat of record in cabinet ____, slide ____ Plat records of Uvalde County, Texas, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community: and to this end desires to subject said property to the covenants, restrictions, easements, charges and liens, hereafter set forth, each and all of which are for the benefit of said property and each owner thereof, and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community,

NOW THEREFORE, Developer hereby declares that all of the property located in the subdivision described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

1. "Architectural Control Committee" (ACC) shall mean the committee created pursuant to Article III of this Declaration. The initial members shall be Lucas A. Fry, Mark Hal Fry, and Gregory A. Fry.
2. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any purchased Lot which is a part of the Property, including

contract-for-deed, but excluding those having such interest merely as security for the performance of an obligation.

3. "Property" shall mean and refer to all Lots and improvements of Legend Hills, a subdivision located in Uvalde County, Texas, according to the map or plat of record in Cabinet _____, Slide _____ Plat Records of Uvalde County, Texas.
4. "Lot" shall mean and refer to any of the lots shown on the recorded subdivision map of the Property, including all improvements and easements thereon.
5. "Developer" shall mean and refer to Fry Homes, Inc., a Texas corporation, its successors and assigns.
6. Legend Hills Property Owners Association (LHPOA) shall refer to the association that is established by the Lot owners after 75% of the lots are sold.

ARTICLE II INSURANCE

Insurance by Owners: Each Lot owner shall be responsible for their own insurance, if they choose to have it.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE (ACC)

1. Members. The Architectural Control Committee (ACC) shall consist of three members designated by the developer until such time as 75% of the Lots have been sold. Upon the sale of 75% of the Lots, the responsibilities of the ACC shall reside in the elected officers of the Legend Hills Property Owners Association (LHPOA). The officers of the LHPOA shall be elected by a majority vote of the Lot owners.
2. Review by Committee. No improvement of any kind, including, but not limited to residences, accessory buildings, swimming pools, fences, walls, or any other improvements shall be constructed on any Lot and no alteration shall be made until the following are submitted to the ACC: (1) a complete copy of the plans, site plans, and specifications for the improvements showing the exterior design, height, and building material, (2) the name and contact information of the Builder.
3. Conformity. The ACC shall exercise its best judgement to see that the exterior design and location of all improvements, landscaping and alterations of Lots within the Property conform to and harmonize with the surrounding improvements and environment.
4. Variance from Restrictions. The ACC shall consider requests for variances from the restrictions contained in this Declaration and shall grant such requests for variances if: (1)

the ACC finds the requested variance to be desirable from the standpoint of balancing the need of the applicant with the needs of the other Lot owners, (2) the requested variances are generally consistent and harmonious with the remainder of the community, and (3) the requested variances do not adversely affect the value of other Lots.

5. Procedures. The ACC shall approve or disapprove all plans and requests within 10 days after they are submitted. In the event the ACC fails to take any action within 10 days after plans and specifications have been submitted, approval will be presumed, and this Article will be deemed to have been fully complied with.
6. Written Records. The ACC shall maintain written records of all applications and requests submitted to it and of all actions taken.
7. Majority Vote. A majority vote of the ACC is required for approval of proposed improvements, and requests for variances.
8. Non-Liability. The ACC shall not be financially liable for disapproval of any request.

ARTICLE IV RESTRICTIONS ON LOTS

The following restriction are imposed as a common scheme upon each Lot for the benefit of every other Lot, and may be enforced by any Owner.

1. Re-subdivision. Under no circumstances shall any re-subdivision be approved unless all Lots resulting from such re-subdividing are a minimum of two acres in size and have adequate access to the road and utilities.
2. Residential Use. Each Lot shall be used for single-family residential purposes only and no part of any Lot shall be used for any business or commercial purposes. However, a home office within a residence is allowed; and Developer may construct and occupy a temporary sales office on any unsold Lot.
3. Single Family Dwelling. No more than one single-family dwelling may be erected on a Lot. Guesthouses are allowed limited to 750 square feet & limited to one bathroom. Lot owners may construct the guest house first, but in no case may the total construction time for building guest house, main house & garage last longer than 12 months from start of construction. This provision applies to all construction except barns, outbuildings, fences etc.
4. Size and Construction of Residence. Each permanent residence constructed on a Lot shall have a living area of no less than one thousand eight hundred (1,800) square feet of cooled and heated space exclusive of garages, and porches. Two story homes must have at least one thousand two hundred (1,200) square feet on the bottom floor. Separate garage buildings, storage facilities, and guest houses shall be of all new materials and shall be of equivalent and harmonious construction, design, and color to the main residence. All residences must have a minimum of a two-car garage either attached or detached. All construction shall have the prior written approval of the ACC.

5. Masonry Requirements. The exterior of each home must be 100% percent masonry. Masonry shall mean brick, rock, stucco, cement siding, or any other masonry material approved by the ACC.
6. Setback. All improvements, except fences, shall be set back a minimum of fifty (50) feet from the property lines adjacent to the street or streets and fifteen (15) feet from the side and rear property lines. For the purpose of this covenant, eaves, steps, and open porches shall be considered improvements.
7. Restrictions on Non-site-built Homes. No old houses, pre-fabricated homes, or modular homes shall be allowed. Used lumber may be used for construction only with prior written consent of the ACC. Travel trailers may be parked on Lot if unoccupied and screened from view.
8. Septic Tank Systems. All septic systems shall be in accordance with Uvalde City County Health Department regulations. Written certification from Uvalde County shall be presented to Developer by Lot owner prior to owner's occupancy of any improvements.
9. Drainage Structures. Drainage Structures under private driveways shall not block the free flow of water.
10. Toxic Substances. The ACC shall have the right to forbid or impose restrictions on the storage and application of toxic substances, including but not limited to, herbicides, pesticides, etc., which are or might be unsafe or hazardous to any person, property or the environment.
11. Cutting Down of Trees. Trees which are 6" or larger in diameter shall not be cut down without the prior written permission of the ACC.
12. Outside Toilets. No Outside toilet shall be permitted on any lot, with the exception of portable toilets during construction.
13. Animals. The following animals may be kept on any Lot: ordinary household pets and animals for 4-H or Future Farmers purposes as specified in #14 below. There shall be no more than (2) two large animals on any lot. No swine are allowed.
14. Animals for 4-H or Future Farmers Purposes. If any member of an Owner's family is a member of 4-H or Future Farmers of America, then a maximum of three animals per member shall be permitted for the purpose of raising such animals for competition or as part of a club project, provided that the facilities be kept clean.
15. Fences. Fences should be maintained and kept in good order. All fencing shall be approved by the ACC. No chain-link or privacy fences shall be allowed along the roads or in front of residences. Pasture fencing shall be allowed to the rear and sides of the house if kept further back on the lot than the front of the house.
16. Nuisance. No part of any Lot shall be used for the sale, display or storage of used automobiles or for any activity that shall constitute a nuisance.

17. Annoyance. No activities shall be carried on upon any Lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Property as a residential neighborhood, even though such activity may be in the nature of a hobby and not carried on for profit.

18. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odors shall be permitted to arise there from so as to render any Lot or any portion thereof unsanitary, unsightly, or offensive to any other Lot or to its occupants. Refuse shall be kept in a covered container and any such container shall be kept within an enclosed structure or appropriately screened from view. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Trash containers may be set by the road on trash pick-up days.

19. Vehicles, Unsightly Articles, and Screening of Certain Items. No article deemed to be unsightly by the ACC shall be permitted to remain on any Lot so as to be visible from adjoining Lots or roads. Trailers, recreational vehicles, boats, motorcycles, motor scooters and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view. No repair or maintenance work shall be done on them, or on any automobile (other than minor emergency repair) except in an enclosed garage or screened from view. Storerooms, outbuildings, compost piles, and clotheslines shall be appropriately screened from view. Propane gas, oil and other exterior tanks, with the exception of water tanks, shall be kept within an enclosed structure or permanently screened from view.

20. Trucks & Machinery. No tractor-trailer type trucks or dump trucks or other similar large commercial-type trucks or construction machinery or equipment shall be parked on any Lot except temporarily while such vehicles are being used in the construction of improvements on such Lots.

21. Vehicles Parking on Roads Forbidden. No vehicle of any type shall be parked on the roads or right-of-way within the Property.

22. Signs. No signs of any kind shall be displayed for public view on any Lot except for one (1) professional sign of not more than six square feet in area, which advertises the Lot for sale or rent. All merchandising, advertising, and sales programs within the subdivision shall be subject to approval by ACC and shall be in conformity with general marketing plan of the subdivision.

23. Explosives, Fires, and Hunting. No hunting shall be allowed on any Lot. No explosives shall be discharged on any Lot. No open fires shall be permitted on Lots of less than two acres. Brush fires shall be allowed on larger lots only with prior notice given to the City of Uvalde Fire Department.

24. Non-Discrimination. The ACC shall be non-discriminatory.

ARTICLE V
MAINTENANCE AND REPAIRS

1. Maintenance by Owners. The Owner shall maintain and keep in repair the following: gutters, and downspouts, exterior building surfaces, fences, landscaping, walks, glass surfaces, light fixtures, the septic system, and the well and pump. The Owner shall regularly mow the right-of-way between the road and their Lot.

ARTICLE VI
EASEMENTS

Utility and Emergency Easements. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, developer shall have the right to grant such easements on said Property without conflicting with the terms hereof.

ARTICLE VII
GENERAL PROVISIONS

1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens, and charges now and hereafter imposed by the provisions of this declaration: to recover reasonable attorney's fees and other expenses incurred in such enforcements. Failure by any Owner to abide by any covenant or restriction herein contained shall in no event imply the right to do so thereafter.

2. Conveyances Subject To. Conveyance of each Lot and tract contained in the Property shall be made subject to each and every valid and existing mineral and/or royalty reservation, right-of-way, easement condition, exception, restriction and covenant of whatsoever nature of record, whether or not the nature is expressly stated or contained in a deed.

3. Severability. Invalidation of any of these conditions, covenants, or restrictions by judgement or court order shall in no way affect any other conditions, covenants or restrictions contained herein. The conditions, covenants and restriction shall remain in full force and bind the land until December 31, 2032, after which time they shall be automatically extended for successive periods of ten (10) years, unless the Owners of a majority of the Lots cancel the same, through a duly recorded written instrument. This declaration may be amended during the term hereof or during any extension period by an instrument signed by the Owners of not less than three-fourths (3/4) of the Lots in the subdivision. The ACC, its successors or assigns reserves the right to alter and amend this declaration to promote aesthetic development and to avoid hardships. To be valid, any such amendments must be recorded.

4. Legend Hills Property Owners Association (LHPOA). ACC shall consist of three members designated by the Developer until such time as seventy-five percent (75%) of the Lots have

been sold and conveyed from Developer to Owners. Upon the sale of 75% of residential Lots, the Officers of LHPOA shall be designated by a majority vote of the Owners. The elected officers shall be a president, vice president, and secretary/Treasurer. In the event of death or resignation of any Officer of the association, the remaining Officers shall have full authority to designate a successor. Neither the members of the LHPOA nor its Officers shall be entitled to any compensation for services performed pursuant to this covenant. LHPOA has the right to collect dues from the property Owners. The dues will be initially set at \$35.00 per month per Lot sold. LHPOA may change the dues. The dues will be used for the benefit of the subdivision. LHPOA has the right to put a lien on Property in Legend Hills if the dues become delinquent.

6. Roads. The roads and the right-of-way, as described in the recorded plat of Legend Hills, are for the use of the Owners and their guests and will be deeded to LHPOA when the Developer has sold 75% of the Lots.

7. Short-term rentals: Short-term rentals (less than six-months) shall be forbidden in Legend Hills. A rental license shall be required in order to rent property in Legend Hills.

Executed this ____ day of _____, 2022.

Developer:	Fry Homes, Inc.	Lucas A. Fry	_____
	1601 FM 2369	Mark Hal Fry	_____
	Uvalde TX 78801	Gregory A. Fry	_____

STATE OF TEXAS

COUNTY OF UVALDE

This instrument was acknowledged before me on the ____ day of _____, 2022 by Lucas A. Fry, Mark Hal Fry, and Gregory A. Fry.

Notary in and for the State of Texas:

My commission expires: __/__/__