

SCANNED



**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

LEGEND HILLS, UNIT-5

NOTICE: THIS IS A COMPREHENSIVE LEGAL DOCUMENT WHICH PROVIDES FOR THE IMPOSITION OF MANDATORY HOMEOWNER ASSESSMENTS PAYABLE TO THE CROWNRIDGE OF TEXAS OWNERS ASSOCIATION, INC. AND THE LEGEND HILLS HOMEOWNERS ASSOCIATION. THIS DECLARATION IS BINDING UPON ALL FUTURE OWNERS IN THIS SUBDIVISION. EACH OWNER OR PROSPECTIVE OWNER OF A LOT WITHIN LEGEND HILLS, UNIT-5, IS URGED TO CAREFULLY REVIEW AND ADHERE TO THE REQUIREMENTS CONTAINED WITHIN THIS DECLARATION, AND ALL AMENDMENTS HERETO, RELATIVE TO THE PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS WITHIN THE SUBDIVISION IN ORDER TO AVOID UNNECESSARY DELAY AND EXPENDITURES; ADHERENCE TO THE SUBMITTAL REQUIREMENTS AND APPROVAL PROCESS IS MANDATORY.



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Article 1
RECITALS

1. Declarant desires to create a residential community with designated "Lots" and "Common Area" (as those terms are defined herein) for the benefit of the present and future owners of said Lots on the following described real property owned by Declarant (said property being sometimes hereafter collectively referred to as "the Property" as hereinafter defined), to-wit:

LEGEND HILLS, UNIT-5, in the City of San Antonio, Bexar County, Texas, as shown on plat thereof recorded in Volume 9565, Page 21, Deed and Plat Records of Bexar County, Texas, and on any replats or amendments to the original plat.

2. Declarant has subdivided the above-described Property as shown by the map and plat of such Subdivision, which map and plat has heretofore been filed as the true and correct survey, map, and plat thereof, and which Subdivision shall be effectively known as THE BLUFFS AT LEGEND HILLS SUBDIVISION (the "Subdivision").

3. The Subdivision is subject to the Declaration of Covenants, Conditions and Restrictions for Crownridge of Texas ("Master Restrictions") and the Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision that the Crownridge of Texas Owner's Association, Inc. is the agency to which should be delegated and assigned the powers of maintaining and administering the Common Area and administering and enforcing the covenants and restrictions of Crownridge of Texas Owner's Association and this Declaration and collecting and disbursing the assessments and charges created in the Master Restrictions.

4. Declarant desires to ensure the preservation of the values and amenities in the Subdivision and for the maintenance of the Common Area, and to this end desires to further subject the above-described real property, together with such additions as may hereafter be made thereto as herein provided, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each of the Owners thereof.

5. The Crownridge of Texas Owners Association, Inc. has been incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of exercising the type of functions aforesaid as to certain real property, including the Subdivision, and such other real property as may be annexed thereto and become subject to the jurisdiction of said Association; and Declarant desires to conform the restrictions on use of the herein described Property as necessary for the purpose of subjecting said Property and the Owners thereof to the jurisdictions of said Crownridge of Texas Owners Association, Inc.

Article 2
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "ACC," "Committee" or "Architectural Control Committee" shall mean the Architectural Control Committee of Crownridge of Texas Owner's Association, Inc.
- (b) "Additional Property" shall mean and refer to property that is added to the Property pursuant to Article 7 of this Declaration or any Amended or Supplemental Declaration.
- (c) "Articles" shall mean the Articles of Incorporation of Crownridge of Texas Owners Association, Inc. and Legend Hills Homeowners Association, Inc., as they may, from time to time, be amended.
- (d) "Association" shall mean and refer to Crownridge of Texas Owners, Inc., a Texas non-profit corporation, its successors and assigns as provided for herein.
- (e) "Board of Directors" shall mean and refer to the respective governing body of the Association and/or the Recreation Association, the election and procedures of which shall be as set forth in their respective articles of incorporation and bylaws.
- (f) "Builder Member" shall mean such builders approved by Declarant for construction within the Subdivision and who own one or more Lots for construction of a residence for resale to others.
- (g) "Bylaws" shall mean the Bylaws of the Crownridge of Texas Owners Association, Inc. and the Legend Hills Homeowners Association, Inc., as they may, from time to time, be amended.
- (h) "Common Area" shall mean and refer to all property leased, owned, or maintained by the Association or Recreation Association for the use and benefit of the Members of the Associations. By way of illustration, Common Area may include, but not necessarily be limited to, the following: private streets, signs, fountains, statuary, parkways, medians, islands, common entry house and gates, swimming pools, tennis courts, landscaping, walls, bridges, safety lanes, trails, drainage easements or rights-of-way, pedestrian rights-of-way and other similar or appurtenant improvements.
- (i) "Declarant" shall mean and refer to CAMP BULLIS, LTD., its successors or assigns, including any bulk transferee of Lots unless such rights as successor Declarant are negated in writing in the recorded instrument of conveyance.
- (j) "Living Unit" shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.
- (k) "Lot" shall mean and refer to any of the plots of land numbered Lots 1-10, 12-18, 20 and 21, Block 2, New City Block 18411 and Lots 1-22, inclusive, Block 3, New City Block 18411, Legend Hills Subdivision, Unit-5, as shown on plat recorded in Volume 9565, Page 21, Deed and Plat Records of Bexar County, Texas.
- (l) "Master Restrictions" shall mean the Declaration of Covenants, Conditions and Restrictions of Crownridge of Texas, as filed in Volume 3158, Page 0698, Real Property Records of Bexar County, Texas, as amended.
- (m) "Member" shall mean and refer to all those Owners who are members of the Association and Recreation Association, as provided herein.
- (n) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Property, including contract sellers but excluding those having interest merely as security for the performance of an obligation (collectively, "Owners").
- (o) "Property" shall mean and refer to the property known as Legend Hills, Unit-5, also known as The Bluffs at Legend Hills.

(p) "Recreation Association" shall mean and refer to the Legend Hills Homeowners Association, a Texas non-profit corporation.

(q) "Subdivision Plat" shall mean and refer to the map or plat of LEGEND HILLS, UNIT-5, filed for record in Volume 9565, Page 21, Deed and Plat Records of Bexar County, Texas, and replats or amendments thereof upon filing of same for record in the Deed and Plat Records of Bexar County, Texas.

Article 3
HOMEOWNER ASSOCIATION AND ASSESSMENTS

MEMBERSHIP IN THE ASSOCIATION AND RECREATION ASSOCIATION. Declarant declares that the Property above described as constituting the Subdivision shall be hereafter held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, conditions, restrictions, easements, charges, and liens herein set forth, and shall hereafter be subject to the jurisdiction and assessments of the Crownridge of Texas Owners Association, Inc. Moreover, Declarant also declares that the Property above described as constituting the Subdivision shall be hereafter held, transferred, sold, conveyed, occupied, and enjoyed subject to the assessments of the Legend Hills Homeowners Association as well as the benefits given members of the Recreation Association; provided however, it is acknowledged and agreed that the Recreation Association will not have jurisdiction, power or authority to enforce Article 5 or Article 6 of these Declarations, such enforcement being solely within the power of the Declarant, the Lot Owners and the Crownridge of Texas Owners Association. All Lot Owners shall become and continue to be members of the Association and the Recreation Association and agree to comply with their governing articles, the purposes of which are to provide various services and facilities for the use and benefit of all governed property owners, and all Lot Owners agree to accept such membership and to perform and be bound by the obligations, terms and conditions of membership in such Association and Recreational Association in accordance with their duly provided charters, bylaws and resolutions.

Article 4
ARCHITECTURAL CONTROL COMMITTEE

1. **COMPOSITION.** The Architectural Control Committee as appointed pursuant to the Declaration of Covenants, Conditions and Restrictions of Crownridge of Texas will serve until their successors are named.

2. **POWER AND AUTHORITY.** The Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenant, condition or restriction herein and are directed to enforce and follow the deed restrictions herein contained, in addition to the Master Restrictions. Members of said Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of this Declaration for any claim or loss or damage whatsoever, including, without limitation, any claims for damage or injury to property or for damage or loss arising out of their acts hereunder. In the event of non-compliance with this Declaration, the Architectural Control Committee shall have the power to halt such work through legal means, the first step of which shall be written notice to the non-complying Owner of the Property, and to require the resolution of such non-compliance prior to continuation of construction. The Architectural Control Committee shall not be entitled to any compensation for services rendered pursuant to this covenant but shall be entitled to be fully reimbursed by the Association for all amounts reasonably expended in the performance of their responsibilities. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties at the expense of the Association.

3. **PROCEDURE.** No building, fence or other structure or improvement shall be erected, placed or altered on any Lot in the Subdivision until the plans and specifications, including exterior elevations and exterior colors and all exterior materials for such building, fence or other structure or improvement and showing the location of such building, fence or other structure or improvement, shall have been approved in writing by the Architectural Control Committee as to the quality of workmanship and materials and conformity and harmony of exterior design with existing structures or improvements in the Subdivision and as to the location with respect to topography, existing trees and finished elevation. Within thirty (30) days after the Owner has submitted to the Committee all plans that the Committee may require ("Submitted Plans"), the Committee shall notify the Owner in writing whether the Submitted Plans are approved or disapproved. Any disapproval shall set forth the specific reason or reasons for such disapproval. In the event the Submitted Plans have not been approved or disapproved within thirty (30) days after receipt by the ACC, the Submitted Plans will be deemed to have been approved but such deemed approval shall not permit a violation of any of the terms of these covenants.

4. **DISCRETION.** It is the express intention of Declarant that the Architectural Control Committee shall have broad discretion to permit, consent to, or approve a variance from the specific requirements or effect of a particular covenant. The discretion afforded the Architectural Control Committee in this instrument shall be subject to, but not incompatible with, the purpose of this Declaration as set forth in Article 1 above.

5. **SEPARATE ACTIONS.** Each action of the Committee pursuant to this Article shall be separate and apart from any other action, and the grant of a variance or waiver to any one Owner shall not constitute a waiver of the Committee's right to strictly enforce the restrictions created by this Declaration. All decisions of the Committee shall be final and binding, and there shall be no review of any actions of the Committee.

Article 5 **LAND USE REGULATIONS**

1. **RESIDENTIAL PURPOSES ONLY.** All land included within the Property shall be used for "residential purposes" only, either for the construction of private single-family residences, including an enclosed private garage for not less than two (2) automobiles, or as part of the Common Area; provided, however, that only one such private single-family residence may be constructed, or otherwise placed upon any one Lot. The term "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, hospital, clinic and/or professional uses, and such excluded uses are hereby expressly prohibited subject solely to the use by each Builder Member of residences within the Property as temporary sales offices and model homes for the display and sale of Lots within the Property and no others. This restriction shall not, however, prevent the inclusion of permanent living quarters, known as "granny flats" and/or servant or caretaker quarters above garages or to allow domestic servants to be domiciled with an Owner or resident.

2. **STORAGE OF BUILDING MATERIALS.** Building materials placed on Lots prior to commencement of improvements must be kept in a neat, clean and orderly condition. No materials may be placed on the street or between the curb and the property line.

3. **CONSTRUCTION AND SALES PERIOD.** During the construction and sales period of the initial Living Units, Builder Members may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to a business office, storage areas, signs, model units, and sales office. All temporary construction and sales structures shall be aesthetically compatible with the Subdivision development as determined by the Committee, and may only be located within the Property for a period not exceeding three (3) years, unless written approval of the ACC is obtained, which approval will not unreasonably be withheld.

4. **STORM WATER POLLUTION PREVENTION PLAN.** Prior to beginning any phase of construction on any Lot in the Subdivision, the builder or Lot Owner shall comply with the provisions of the Storm Water Pollution Prevention Plan established by the Environmental Protection Agency.

5. **BUILDING MATERIALS.** The exterior walls of all one-story residential buildings, shall be constructed with masonry, rock, cultured stone or rock, stucco, brick, fiber-cement siding, or a combination of these materials, for 75% or more of the total exterior wall area. The exterior walls of all two-story residential buildings shall be constructed with masonry, rock, cultured stone or rock, stucco, brick, fiber-cement siding or a combination of these materials, for 50% or more of the total exterior wall area, with at least the front and two sides being masonry on the first floor of a two-story house. Window and door openings shall be included as masonry. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this restriction, if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, and the resulting structure will not detract from the general appearance of the neighborhood. Wall materials used on all Lots shall be restricted to those types and colors of materials approved by the Architectural Control Committee.

6. **ROOFING MATERIALS.** Roofing shall be either slate, tile, tarnished metal with standing seams, or composition or fiberglass dimensional shingles, provided that any composition or fiberglass roofing shall be rated with a life expectancy of 25 years or more. The Architectural Control Committee shall have the discretion to approve other roof treatments and materials if the form utilized will, in its sole discretion, be harmonious with the surrounding homes and Subdivision as a whole.

7. **FENCES.** No fence or wall or hedge shall be built or maintained forward of the front wall line of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be

built or maintained nearer than the building setback line of any Lot, unless otherwise approved in writing by the Architectural Control Committee or required by the City of San Antonio.

(a) Fences constructed on any Lot in the Subdivision shall be of the following four types:

- (1) cedar or spruce wood slats not to exceed six inches (6") in width; or
- (2) all masonry which matches the house; or
- (3) a combination of simple wrought iron bars and matching masonry; or
- (4) a combination of masonry and cedar or spruce wood slats not to exceed six inches (6") in width.

(b) All wood fences which face the street, such as "wing walls" which are defined as walls or fences which extend from the side of the house to the side lot line and side fences on corner lots, must be capped and constructed of cedar. All other wood fencing may be either cedar or spruce.

(c) All other fences shall be of the four types above described or shall be wood composed of one inch by not more than six inches (1" X 6") wide, six feet (6') tall, vertical cedar or spruce planks, without gaps between planks, with the tops either level or notched "dog-ear" style.

(d) All wooden fences visible from a street shall be constructed facing the street and without any framing visible from the street.

(e) Fences may be stained or painted to preserve the natural color of the wood. Fences may not be painted white or stained a harsh color. Paint or stain colors for fence painting or staining must be approved in advance by the ACC.

(f) The Architectural Control Committee is empowered to waive the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

(g) No fence, wall, or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the extension of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the extended curb lines into the street. No structures or landscape material over three and one-half feet (3-1/2') tall shall be allowed in this inscribed triangle.

8. DRIVEWAYS AND SIDEWALKS. Driveways and entry walks on each residential Lot must be constructed of broom or pebble finish concrete. Any other finish must be approved by the ACC. All sidewalks shall be constructed of broom finish concrete and shall be a minimum of four feet (4') wide and shall be placed four feet (4') behind the curb. Placement of sidewalks may vary from the four foot distance from the curb in order to save trees or accommodate grade variations, however, any variance is subject to approval of the Architectural Control Committee. All other materials and finishes must be to City of San Antonio specifications and approved in writing by the ACC. The driveway turnout shall be constructed to specifications of the City of San Antonio and in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. Driveways and sidewalks must be shown on the site plan submitted for approval of the Architectural Control Committee. Asphalt driveways and sidewalks are specifically prohibited and concrete sidewalks and driveways will not be permitted to be stained by commercial dyes and stains, but shall remain in their natural color. All sidewalks, crossways, and driveway approaches shall comply with City of San Antonio specifications, including handicapped access. Any concrete spilled, poured or washed on a street must be immediately removed leaving the street clean and unstained. The Owner or Owners of each Lot shall also be the Owner or Owners of the portion of a sidewalk which traverses his Lot, and shall, by acceptance of a deed to his Lot or Lots, covenant to keep such portion in good repair. Each Owner shall execute any and all instruments necessary to grant an easement to the public for the use of the sidewalks.

9. TEMPORARY STRUCTURES. No structure of a temporary character (sales structure, trailer, travel trailer, tent, shack, garage, barn or other outbuildings) shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be parked in view from other properties or connected

to utilities situated within a Lot. No dwelling previously constructed elsewhere may be moved onto any Lot in the Subdivision controlled by these covenants. This covenant specifically includes mobile homes or the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home upon which wheels have been left attached. Sales offices and construction offices used by the Declarant or Builder Members are permitted but are subject to ACC approval as to number, type, location and ultimate use.

10. **RESTRICTIONS ON LOTS.** All Lots in the Property shall be used for residential purposes or as part of the Common Area. No residential building shall remain incomplete for more than eight (8) months after construction has commenced. Temporary use may be made of a house for a Builder Member's sales office, which shall be permitted as long as the Builder is actively building in the Subdivision.

11. **GARAGES.** A garage able to accommodate at least two (2) full-sized automobiles must be constructed and maintained for each Living Unit. Garages on corner Lots must be set back at least fifteen feet (15') from the side Lot line. Each driveway must accommodate two vehicles in front of the garage for off-street parking requirements. Front loading detached garages shall be permitted provided they are located behind the residential dwelling to which appurtenant and are constructed in compliance with the requirements of these covenants and the specifications of the City of San Antonio. No garage shall be permanently enclosed for conversion to any other use. Open carports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Architectural Control Committee. "Granny flats" or similar quarters above garages are expressly permitted.

12. **MAXIMUM HEIGHT.** No building or structure erected, altered or placed on, within or in the Property shall exceed thirty-five feet (35') in height (measured from the top of the foundation to the topmost part of the roof, not including cupolas or dormers, if any) and/or be more than two and one-half (2-1/2) stories in height; provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with.

13. **MINIMUM AREA.** The living area of each residence constructed on a Lot shall contain the minimum, contiguous square feet of living space set forth below, such square feet being exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servants separated or detached from the primary living area, to wit:

- (a) Single Story -- Two Thousand (2000) Square Feet
- (b) Two Story -- Two Thousand Three Hundred (2300) Square Feet

14. **BUILDING SETBACKS.** Unless otherwise approved by the Architectural Control Committee, the minimum front setback shall be twenty feet (20') for all structures, the rear setback shall comply with applicable City of San Antonio ordinances, and sideyards shall be a minimum of five feet (5') on each side.

15. **LOT CONSOLIDATION.** Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the Architectural Control Committee, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein, provided, however, that no such building site shall contain less than six thousand (6,000) square feet of land. Any consolidated Lot shall comply with all lawful requirements of any applicable statutes, ordinance or regulation. On application by an Owner, the Board of Directors may adjust the assessments on a consolidated Lot to an amount not less than the full assessment rate for a single Lot. Absent such adjustment, a consolidated Lot shall bear the full assessment rate theretofore applicable to all Lots which are not consolidated.

16. **OUTBUILDING REQUIREMENTS.** Every outbuilding, inclusive of such structures as a storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design, color and material composition. All such outbuildings shall be subject to approval of the Architectural Control Committee. In no instance shall an outbuilding exceed eight feet (8') at its highest point in height, nor shall the total floor area of outbuildings other than a detached garage exceed ten percent (10%), individually or in the aggregate, of the floor area of the main dwelling. Metal storage buildings and/or flat roofs are expressly prohibited. Outbuildings must not encroach on any platted easements and should be placed on the Property to limit visibility from the street on which the residence fronts.

17. **SIGNS.** No advertising signs, banners, pennants or billboards of any kind, shall be placed, permitted or maintained on, in or within any Lot without the consent in writing of the ACC, except the following: (i) professionally made sign not more than nine (9) square feet, fastened only to a stake in the ground and extending not more than three feet (3') above the surface of the Lot, advertising an Owner's Lot for sale or rent, (ii) one (1) professionally made sign, not more than twelve inches (12") wide by twenty-four inches (24") long, fastened only to a stake in the ground and extending not more than three feet (3') above the surface of the Lot, identifying the Owner's name or names, (iii) political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within ten (10) days after such election, (iv) signs containing information about one or more children residing in the Living Unit on a Lot and the school they attend shall be permitted so long as the sign is not more than 3' x 3' in size (there shall be no more than one sign for each child under the age of eighteen (18) years residing in such Living Unit and banners are not permitted) and (v) signs or stickers provided to an Owner by a commercial security or alarm company providing service to a Living Unit on a Lot shall be permitted so long as the sign is not more than 1' x 1' in size or the sticker is not more than 4" x 4" in size. There shall be no more than one sign per Lot and stickers on no more than half of the windows and one on the front door or front entry area. Declarant or any member of the ACC shall have the right to enter upon Owner's Property and remove any such sign, advertisement or billboard or structure which is placed on any Tract in violation of these restrictions and, in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal. Signs that are removed can be picked up from the Association's office. Declarant and any homebuilder constructing Living Units in the Properties shall be exempt from the restrictions set forth in this Section.

18. **LOT MAINTENANCE.** Lawn area as used herein shall mean any area that is seeded or sodded with grass such as Bermuda, Buffalo or other common residential grasses. Trees, shrubs, vines and plants that die shall be promptly removed from the Property. Areas that are left in their natural vegetative state or native habitat are exempt from the requirements of maintenance and regular mowing. However, any areas that are cleared of their natural habitat must be regularly maintained and grass, weeds and vegetation on each Lot shall be kept mowed at regular intervals. Fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant, or its assigns, or the Association, may without liability to Owner or any occupants, but without being under any duty to do so, in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and for reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced as fully as if it were an unpaid annual or special assessment.

19. **LANDSCAPING.** Owners are advised that the Property is designed to comply with the Texas Department of Parks and Wildlife's Texas Wildscapes Program and is intended to conserve natural wildlife habitat to the fullest extent practicable. Prior to any clearing of natural vegetation, Owner must submit a landscaping plan to the ACC for its written approval. The landscaping plan should include a site plan showing the location of any clearing activity, trees, proposed planting beds, sod areas, porches and any other reasonable requests by the ACC. Any further clearing of natural vegetation after the initial approval must be approved in writing by the ACC.

All cleared areas in front yards and side yards on all Lots, up to the wing wall, which is any wall that extends from the side of the house to the side property line, must be sodded or landscaped within thirty days after occupancy of the house. Owners are encouraged to incorporate xeriscape into their landscaping plans where practicable. After sodding, all yards must be maintained with grass or landscaping in a neat and well mown condition, free of unsightly weeds and overgrowth. Decorative rock ground cover in the front and side yard may be used in lieu of grass but may not exceed ten percent (10%) of the total area of the front and side yard; however, the use of white gravel is expressly prohibited. No oak, elm, pecan or other native tree larger than twelve inches (12") in diameter may be removed without written ACC approval. EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY OR FITNESS FOR INTENDED PURPOSE OF ANY TREES OR SHRUBS LOCATED ON THE PROPERTIES.

20. SWIMMING POOLS. All swimming pools must obtain ACC approval prior to construction. No above-ground pools are permitted in the Subdivision.

21. WATER AND SEWAGE SYSTEMS. No individual water supply system or sewage disposal system shall be permitted on any Lot, including, but not limited to, water wells, cesspools or septic tanks.

22. VEHICLES. No trailer, motor home, tent, boat, recreational vehicle, travel trailer, or any truck larger than a one and one-half (1-1/2) ton pick-up or any wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any portion of the front yard in front of the building line of the permanent structure nor shall be kept, parked, stored or maintained on other portions of the Lot for a period more than twenty-four (24) hours. No dismantling or assembling of an auto, trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck or other machinery or equipment shall be permitted in any driveway, street or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot.

23. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, right-of-way, or drainage area in the Property. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

24. ANIMALS. No sheep, goats, horses, cattle, swine, poultry, snakes, livestock, or other animals of any kind shall ever be raised, kept, bred, or harbored on any portion of the Properties, except that dogs, cats, or other common household pets (not to exceed a total of three (3) adult animals) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage, or other container.

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

26. COMMUNICATIONS ANTENNAE. No radio or television aerial wires or other radio or television related apparatus or equipment shall be placed or maintained on any residence or on any other exterior portion of a Lot without the prior written approval of the Architectural Control Committee which shall have the authority to disapprove the installation of same. With the prior written consent of the ACC, a satellite disc or dish may be placed on a Lot where not visible from a street or Common Area and where such location does not adversely affect the view from an adjacent Lot. To the extent, if any, that applicable federal law or FCC regulations may affect the ability of this Declaration and the ACC to regulate the placement and required screening of satellite discs and dishes, this provision shall be given full force and effect to empower the ACC to exercise such powers with regard to such placement and/or screening as may be permissible under such conflicting federal law or FCC regulation. Solar apparatus, if used, must be installed in a location not visible from the street, any rights-of-way or other parcels or portions thereof, and must be approved by the Architectural Control Committee before erection.

27. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

28. ADVERSE CONDITIONS. No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or residents.

29. EXTERIOR LIGHTING. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Architectural Control Committee).

30. **EXTERIOR NOISE.** No exterior horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot.

31. **ATHLETIC AREA.** Tennis court lighting and fencing shall be allowed only with the approval of the Architectural Control Committee. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot in the Subdivision or where same would be visible from an adjoining street or Lot, without the prior written consent of the Architectural Control Committee. The Architectural Control Committee shall have the authority to establish guidelines for the placement and design of basketball goals and no basketball goal shall be kept or maintained within sight of any street except in accordance with any such guidelines established.

32. **SMOKE DETECTORS.** Each residence constructed on a Lot within the Subdivision, as part of the initial construction, shall be prewired for such type, number, and location of smoke detectors as stipulated by the ordinances and/or building codes of the City of San Antonio then in effect.

33. **BURGLAR BARS.** No exterior burglar bars will be permitted on any doors, windows or other openings or a dwelling situated in the Subdivision. Burglar bars, if installed, must be situated within the interior of such dwelling.

34. **HOUSE NUMBERING.** House numbers identifying the address of each house must be placed so that the numbers can be easily read from the street at night. Size, color and material of the numbers must be compatible with the design and color of the house.

35. **ADDITIONAL LAND USE REGULATIONS.** The ACC is empowered to establish additional land use regulations relating to the Property, both on Lots and the Common Area (including Subdivision streets) as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this section.

36. **GOVERNMENTAL RESTRICTIONS ON USE OF PROPERTIES.** The Property lies within the area known as the Edwards Aquifer Recharge Zone. The Property is subject to the rules and regulations of agencies of the State of Texas, including the Texas Commission on Environmental Quality ("TCEQ"), governing the use of the Property, in addition to the ordinances of the City of San Antonio and statutes, or regulations affecting the properties enacted by other governmental authorities. Owners are advised that such requirements and prohibitions may relate to the types of pesticides and fertilizers that may be used, minimum topsoil requirements, inspection of sewer laterals prior to covering, and standards for sewer pipe, among other requirements. The TCEQ required the installation of two filtration areas, shown on the plat as Variable Width Drainage Rights-of-Way which will require maintenance according to the Water Pollution Abatement Plan and the Association will be responsible for performing said maintenance.

37. **RESPONSIBILITY.** Each Owner is responsible for ascertaining all such requirements and prohibitions with respect to his Lot, and by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action by the Declarant, ACC, or Association shall act to relieve any Owner from such duty of compliance.

38. **WATER POLLUTION ABATEMENT PLAN.** Each Owner is required to abide by and comply with all the terms of that certain Water Pollution Abatement Plan ("WPAP") recorded in the Official Public Records of Real Property, Bexar County, Texas. A copy of the WPAP may be obtained from Declarant or the Association. Owners are alerted that the WPAP may contain restrictions applicable to their Lots.

39. **GEOLOGICAL FEATURES.** Natural caves, sinkholes and/or geological features may exist on some of the Lots on the Property. Each prospective Owner should personally inspect the Lot in which he is interested and/or seek the advice of a professional engineer and/or geologist to assure herself of the location of any such caves, sinkholes and/or other geological features which may be located thereon.

Article 6
EASEMENTS

1. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or, in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

2. **SUBDIVISION WALLS AND DECORATIVE FENCES.** An easement for construction, reconstruction, repair, and maintenance of any Subdivision entry wall, fence, monument, or sign, now or hereafter erected on a Lot, is hereby reserved to Declarant and the Association upon and across each such Lot. No Owner of a Lot on which a Subdivision entry wall, fence, monument, landscaping, or sign is placed shall do or permit any act which damages, defaces, or alters such wall, fence, monument, landscaping or sign or obscures the same from view of any adjoining street. Any vegetation growing outside of a Subdivision entry wall that borders the rear of any lot in the Subdivision shall be maintained by the Association. Vegetation growing between the Subdivision entry wall and the adjoining street along the side of any corner lot shall be maintained by the Lot Owner in a neat, orderly and trimmed condition, failing which, Declarant and/or the Association may enter on the Lot for such purposes and at the expense of the Owner. Any decorative fencing, monumentation, or landscaping to be constructed or installed by Declarant shall be the property of the Association and will be maintained by the Association.

3. **MAINTENANCE AND ACCESS EASEMENTS.** There is hereby created in favor of all easement owners, Declarant, Builder Member, the Association, and their assignees, a right of ingress or egress across, over, and under the Property for the purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, electricity, cable TV, gas, and appurtenances thereto, and to repair, correct, replace, or maintain any wall, fixture, light, or other structure or item constituting part of the Common Area or required or permitted to be maintained under the terms hereof or to correct or remove any condition prohibited under the terms hereof.

4. **WAIVER OF LIABILITY.** Neither the Declarant nor the Architectural Control Committee nor any member of the Committee shall be liable for any damage done by any utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under, or through the Property, to fences, shrubbery, trees or flowers or other property now or hereinafter situated on, in, under, or through the Property. No provision hereof related to placement or nature of structures or conditions on a lot, nor the approval thereof, express or implied, by the Declarant or the Committee shall affect the rights of easement owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

5. **VARIABLE WIDTH DRAINAGE RIGHT-OF WAY.** Rights-of-way for drainage throughout the Subdivision are reserved as shown on the Subdivision Plat, such rights-of-way being depicted thereon as "variable width drainage rights-of-way." No Owner of any Lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage rights-of-way in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such rights-of-way. More specifically and without limitation, no Owner or resident of a Living Unit may:

- (a) alter, change or modify the existing natural vegetation of the drainage rights-of-way in a manner that changes the character of the original environment of such rights-of-way;
- (b) alter, change or modify the existing configuration of the drainage rights-of-way, or fill, excavate or terrace such rights-of-way, or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee and the City of San Antonio Drainage Engineer;
- (c) construct, erect or install a fence or other structure of any type or nature within or upon such drainage rights-of-way;
- (d) permit either temporary or permanent storage of any type upon or within such drainage rights-of-way;
- (e) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage rights-of-way, either on a temporary or permanent basis.

6. **COMPLIANCE BY OWNER.** The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the Subdivision.

7. **OVERHANG EASEMENTS.** Each Lot shall be subject to an easement five feet (5') wide for encroachments created by construction, settling and overhang of structures constructed by third parties.

Article 7
AMENDMENTS

1. **DURATION.** This Declaration shall remain in force and effect until January 1, 2025, at which time, and each tenth anniversary thereafter, this Declaration shall be automatically renewed for a period of ten years unless the Owners of seventy-five percent (75%) of the Lots shall file a written agreement to abandon same.

2. **AMENDMENT BY DECLARANT.** Declarant reserves the right in its sole discretion to amend, alter, delete, or remove these restrictions without the consent of Owners so long as Declarant is a Lot Owner. The sole restriction on Declarant's ability to amend the Declaration in this fashion is that the amendment must not be illegal or against public policy.

3. **AMENDMENT BY OWNERS.** This Declaration may also be amended by written instrument executed by the Owners of seventy-five percent (75%) or more of the Lots, provided that no amendment prior to January 1, 2025, shall be effective until approved and executed by Declarant and filed of record in the Official Public Records of Real Property of Bexar County, Texas.

Article 8
ENFORCEMENT

1. **BREACH BY OWNER.** The failure of any Lot Owner or tenant to comply with any restriction or covenant set forth in this Declaration of Covenants, Conditions and Restrictions for Legend Hills, Unit 5 will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be made the subject of an action for injunctive relief and/or specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

2. **REMEDIES.** Remedies for the violation or attempted violation of the provisions of this Declaration and the covenants and conditions of the Association may be enforced by the Declarant, the Lot Owners and the Association. Remedies for the violation of the covenants and conditions of the Recreation Association may be enforced by the Recreation Association.

3. **WRITTEN NOTICE.** Before the respective Board of Directors invokes the remedies provided in subparagraph 2 above, it shall give written notice of such alleged violation to Owner, and shall provide the Owner the opportunity to respond. If, after the response, a violation is found to exist, the Board of Director's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Recreation Association, the Declarant, or of any Lot Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

Article 9
MISCELLANEOUS

1. **TITLES.** The titles, headings and captions that have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

2. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS, AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR

TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN BEXAR COUNTY, TEXAS.

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

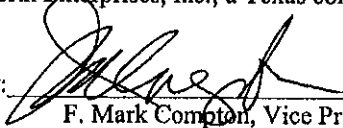
4. **OMISSIONS.** If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that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

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

6. **ADDITIONAL INFORMATION.** Architectural Design Guidelines for the Subdivision, Rules and Regulations of the Association, and the other documents and information which may affect an Owner or prospective Owner may be implemented by the ACC, the Association or the Declarant. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to this Declaration to determine his rights and obligations as an Owner.

EXECUTED effective the 11 day of May, 2005.

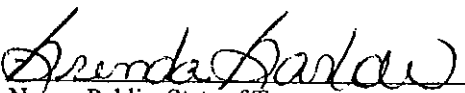
CAMP BULLIS, LTD.,
a Texas limited partnership, by its general partner,
Worth Enterprises, Inc., a Texas corporation

By: 
F. Mark Compton, Vice President

STATE OF TEXAS §

COUNTY OF BEXAR §

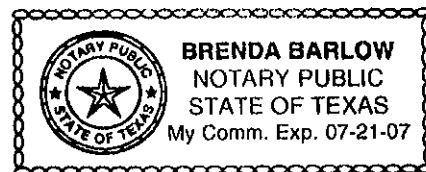
This instrument was acknowledged before me on the 11 day of May, 2005, by F. Mark Compton, Vice President of Worth Enterprises, Inc., general partner of Camp Bullis, Ltd., a Texas limited partnership, on behalf of said partnership.


Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Sue Kopplin
6929 Camp Bullis Road
San Antonio, Texas 78256

Sue/wpdata/hoa/cc&r.lh5



Doc# 20050103550 Fees: \$40.00
05/11/2005 3:44PM # Pages 14
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK

Any provision herein which restricts the sale, or use of the described real
property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on
the date and at the time stamped hereon by me and was duly RECORDED
in the Official Public Record of Real Property of Bexar County, Texas on:

MAY 11 2005



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

