

Henderson County  
Mary Margaret Wright  
County Clerk  
Athens, TX 75751

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Instrument Number: 2021-00007879

As

Recorded On: 04/29/2021 10:10 AM Recordings - Land

Parties: LEGACY SHORES PROPERTY OWNERS ASSOCIATION

To: PUBLIC

Number of Pages: 27 Pages

Comment:

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(Parties listed above are for Clerks reference only)

**\*\*Examined and Charged as Follows:\*\***

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Recorded By: Janice Hankins

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

I hereby certify that this instrument was filed and duly recorded  
in the Official Records of Henderson County, Texas



*Mary Margaret Wright*

County Clerk  
Henderson County, Texas

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**Record and Return To:**

LEGACY SHORES PROPERTY OWNERS  
1015A WEST SH 150

NEW WAVERLY, TX 77358



When Recorded Return To:  
Legacy Shores Property Owners Association  
1015A West SH 150  
New Waverly, TX 77358

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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LEGACY SHORES  
Henderson County, Texas**

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# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

## LEGACY SHORES Henderson County, Texas

THIS DECLARATION ("Declaration") is made on the date hereinafter set forth by Legacy Shores, LLC, a Delaware limited liability company, hereinafter referred to as "Developer" or "Declarant".

### WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of land known as "Legacy Shores", being a Subdivision of 274.912 +/- acres of land being all of that described in Instrument No. 2020-00015148 of the official records of County Clerk of Henderson County, Texas (hereinafter referred to as the "Property" or the "Subdivision"), which is described on Exhibit A attached hereto and also in the plat recorded in the office of the County Clerk of Henderson County, Texas on after having been approved as provided by law, and being recorded at Cabinet 9, Slide 3/7 of the Plat Records of Henderson County, Texas; and

WHEREAS, Developer reserves the right to plat additional portions of the Property in accordance with the terms of this Declaration; and

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against the Property in order to establish 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 the present and future Owners (as hereinafter defined).

NOW, THEREFORE, Developer hereby adopts, establishes and imposes the Restrictions upon the Subdivision for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The Restrictions shall run with the Property and title or interest therein, or any part thereof, and shall inure to the benefit and burden of each Owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to the areas not included in the boundaries of the Plat. Developer also declares that this Subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

## 1. RESTRICTIONS APPLICABLE TO ALL LOTS

**1.1 Permitted Uses:** The property described above, together with any tracts subsequently added by the Developer as aforesaid, are intended for one single family dwelling unit per "Lot" and their use is restricted to that purpose. "Lot" shall mean and refer to any plot of land identified as a Lot or Tract on the Plat of the Subdivision. For the Purposes of this instrument, "Lot" shall not be deemed to include any portion of any "Common Areas", (defined herein as any Common Areas shown on the Plat) in the Subdivision, regardless of the use made of such area. No Lot may be subdivided, with the exception of Lot 72 and 81 in compliance with Section 1.3 below. Occupancy of a Lot shall be limited to one (1) family, which shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, or no more than two (2) persons who are not so related living together as a single household unit. It is not the intent of the Developer to exclude any individual from a dwelling who is authorized to so remain by any state or federal law. If it is found that this section, or any other section, of the Restrictions are in violation of any law, then the prohibited section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law. No commercial enterprise of any sort shall be situated on any tract included therein. Except however Declarant reserves the right to own, maintain, or lease an office upon any portion of the described property for the purpose of promoting or closing future land sales or administering the business of the Declarant, and may permit prospective purchasers of property within the boundaries of the Property, who are not Owners or Members of the Association, to use any Common Area at reasonable times and in reasonable numbers; and may refer to the services offered by the Association in connection with the development, promotion and marketing of the Property. Further, the Developer or the Board of Directors of the Association following the Transition Date (as such terms are defined below) may establish "Rules and Regulations" for the use of any Common Areas in the Subdivision.

**1.2 Dwelling Specifications:** One single-family residential dwelling ("Dwelling") shall be erected containing a minimum of 1,850 square feet total of living (heated) area exclusive of porches screened or unscreened, and all of such construction, once commenced, shall be completed expeditiously and without delay of more than thirty (30) days of construction activity after construction has commenced (each a "Dwelling"). Once construction has begun, a Dwelling must be completed within one (1) year from the commencement date. No structure shall exceed forty (40) feet in Height. Two-story dwellings are allowed and must have a minimum of 1,200 square feet on the first level. Dwellings must be of neutral colors. No vinyl, aluminum or vertical siding. The exterior of all buildings shall be constructed from brick, stucco, stone, hardiplank, or any combination of any of the above.

Each Dwelling shall have a fully enclosed garage for not less than two (2) automobiles, which garage is available for parking automobiles at all times without any modification being made to the interior of said garage. Detached garages, see Section 1.7, may be constructed on the Property after or while the Dwelling is being built, so long as they are of good construction, kept in good repair, matches the design of the Dwelling, and are not used for residential purposes provided, however, garages must be built for at least two (2) automobiles. Larger capacity garages may be allowed with prior ARC approval. Garages should be either a side-loading type or a rear-loading type so as not to face the street at the front property line. Front loading garages may be approved

on a case by case basis at the sole discretion of the ARC. All site and dwelling improvements require Architectural Review Committee prior to the commencement of any improvement.

**1.3 Subdivision of Lots:** No Lot may be subdivided, with the exception of Lot 72 and 81, which may be split one time with each parcel/tract being a minimum of 5 acres and each lot must have a minimum of eighty feet (80') of road frontage. All Lots will be considered as individual lots for purposes of the Maintenance Charge set forth within.

**1.4 No Mobile Homes:** No Mobile, prefabricated or factory built home, garage or shed shall be situated on any Lot, permanently or otherwise.

**1.5 Elevation:** First floor elevation must be at least one (1) foot above the 100 year flood plain.

**1.6 Building Setbacks:** The minimum dimensions of any Lot and the building setback lines shall be as follows (provided, any conflict with the building setback lines set forth on the Plat shall be controlled by the Plat):

- (a) The building setback line along the front of each Lot shall be fifty (50') feet, on all Lots, unless otherwise shown on Plat.
- (b) The building setback line along the side of each Lot shall be fifteen (15') feet, on all Lots, unless otherwise shown on Plat.
- (c) The building setback line along the rear of each Lot shall be twenty five (25') feet on all Lots.
- (d) Rear setbacks on Waterfront Lots, buildings shall be ten (10") feet from the Property Line (the takeline of the Lake at elevation 355').

If a contiguous tract (or tracts) is later consolidated with the tract conveyed hereby (a Composite Lot), these set back provisions shall be applied not to the original tract but to the Composite Lot (as herein defined).

**1.7 Detached Buildings:** Detached garages, workshops and sheds may be constructed on the property after or while the main dwelling is being built, so long as they are in harmony with the main Dwelling and are of good construction, kept in good repair, and are not used for residential purposes. Any workshops, or other outbuildings shall be located to the rear of the main Dwelling. All Dwellings, detached garages, workshops or sheds must be approved in writing by the Architectural Review Committee prior to being erected, altered or placed on the property.

**1.8 Water:** Developer has contracted with a third party public water utility for the installation of a central water system for the Subdivision. All Dwellings shall be equipped with and served by a central fresh water system installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements, and no water wells shall be made,



bored or drilled, nor any type or kind of private system installed or used, with the exception of Lot 69 & 70. All dwellings must tap into and remain connected to the central water system. The Owner shall be responsible for any and all costs associated therewith including any tap fee and ongoing fees for water use. Owners of Lots 69 & 70 may drill one (1) well and Owner is responsible for all costs and obtaining all necessary permits.

**1.9 Sewage Disposal System:** Every Dwelling shall have an individual sewage disposal system which meets or exceeds the minimum standards of State and County health regulations. Prior to occupancy, all Dwellings constructed in this Subdivision must have a septic or sewage disposal system installed by the Owner to comply with the requirements of the appropriate governing agency. All residents of the Subdivision will be required to install aerobic septic systems serving any Dwelling constructed on any Lot. Lots fronting on Lake Palestine must get permits for Onsite Septic Systems from Upper Neches River Municipal Water Authority (UNRMWA), prior to ARC submittal.

**1.10 Walls, Fences and Hedges:** Walls and fences, if any, must be approved prior to construction by the Committee and no wall, fence, planter or hedge in excess of six (6') feet in height shall be erected, planted or maintained on any Lot. No wall, fence, planter or hedge shall be erected, planted or maintained outside of the Lot lines.

On Waterfront Lots, the rear fencing must be approved by the UNRMWA prior to ARC submittal. Split rail fencing is allowed not to exceed four feet (4'). Chain link fencing is not permitted.

No electric wire or temporary fences shall be allowed unless the Committee approves a variance to allow such type of fence prior to its construction. No barbed wire, hurricane, chain link or white picket fencing fences shall be allowed, provided, an Owner may obtain permission from the Committee to construct a cage, kennel or dog run out of chain link fence, provided any such outside pen, cage, kennel, shelter, concrete pet pad, run, track or other building, structure or device directly or indirectly related to animals which can be seen, heard or smelled by anyone other than the subject Owner must be approved as to materials, size and location by the Committee in its sole and absolute discretion.

"Horse Fencing", (on Lots consisting of five (5) acres or more) as referred to herein, shall at a minimum, be constructed of three (3) rail pipe or no-climb fencing with a top pipe rail, three (3) rail wood or vinyl, or other material approved by the Committee and may not be constructed without prior approval of the Committee. No temporary panels shall be used for fencing. No climb fencing shall not be visible from the street, unless it is more than 200 ft. from the property line. If closer than 200 ft., either a landscape hedge or twenty feet (20') wide natural vegetation barrier shall be used to prevent visibility of the no climb fence from the street. Horse fencing shall be constructed outside of the ten (10') foot utility easement areas unless a variance is granted by the Committee and written permission is obtained by the adjoining Owner.

A "Non-Privacy Fence" is an iron ornamental fence no more than four (4') feet in height, of a design and color approved by the Committee that does not obstruct the view of a park or adjoining Lots. The following additional restrictions shall apply to walls, fences, planters or hedges on park fronts ("Park Fronts"), Reserves and corner Lots, to-wit:

(a) Except for a Non-Privacy Fence as hereinafter described, no privacy fence or wall of any kind shall be erected, planted or maintained on a corner Lot, provided that this Subsection 3.11(b) shall not apply to a corner Lot which abuts any of the Reserves described in Section 2 hereof.

“Pool Fencing” shall be installed around any swimming pool, spa or hot tub in accordance with International Residential Code (IRC), Appendix G, Section AG105 BARRIER REQUIREMENTS, including self-closing gates where appropriate.

“Privacy Fencing” and walls shall be constructed of ornamental iron, wood, masonry or synthetic materials in harmony with the requirements established by the Committee, provided Privacy Fences shall not be constructed any closer to the front of the Lot than 50% of the depth of the Dwelling.

Driveway entrances may be constructed of masonry columns, ornamental iron or similar materials in harmony with the Dwelling on said Lot as may be approved by the Committee.

The Owner of any Lot upon which Developer may have constructed a fence shall be responsible for the maintenance and repair of said fence.

**1.11 Driveways and Culverts:** All driveways must be of hard surface from the street to the Dwelling, and Henderson County and Architectural Review Committee approved culverts shall be installed at the Owners expense to cross any roadside drainage ditch. All driveway culverts shall be installed at the original ditch flowline, and any additional modifications needed for Henderson County and Architectural Review Committee review will be at the Owner’s sole expense. If the culvert is incorrectly installed and requires the removal, replacement, correction, modification or repair of any culvert, it shall be the responsibility of the Owner to pay for such work.

**1.12 Interior Roads:** The Interior roads within the Subdivision are private roads constructed to Henderson County standards and will be maintained by the Association after the Transition Date. The roads are limited to a maximum weight of 60,000 pounds. This will be strictly enforced and loads exceeding this will automatically forfeit the damage deposit paid by the Owner. It is the Owners responsibility to notify their contractor of the weight limit.

**1.13 Entrance Gates:** This is a gated community and shall have a gate installed at each entrance. Maintenance of the gates is the responsibility of the Association.

**1.14 Maintenance of Lots:** All tracts shall be kept in a clean and orderly condition at all times, and all trash, garbage and other waste shall be kept in sanitary containers. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse and wastes, which shall be kept in covered containers and screened from view from adjacent Lots.
- b. Lawn mowing (outside of the natural vegetation areas).
- c. Tree and shrub pruning (outside of the natural vegetation areas).
- d. Keeping exterior lighting and mechanical facilities in working order.
- e. Keeping lawn and garden areas alive, free of weeds and attractive.

- f. Keeping parking areas, walkways and driveways in good repair.
- g. Complying with all government health and policy requirements.
- h. Repainting of improvements.
- i. Repair of exterior damage to improvements.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, without liability to the Owner, Builder or any occupants of the Lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Lot, to 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, Builder or occupant of such Lot for the cost of such work and associated materials, plus a fee of \$25.00 for each instance. Payment thereof shall be collected as an additional Maintenance Charge and shall be payable on the first day of the next calendar month.

**1.15 No Junk yards, Auto Repair, Second-Hand Business, Material Storage:** No junk yards, auto repair, second-hand businesses or other commercial uses that create a negative visual impact, excessive noise or congestion from traffic or parking shall be conducted on any Lot. No storage of trucks, cars, buses, machinery, equipment or building materials shall be stored on any Lot unless enclosed in a proper structure so as not to be visible from an adjoining Lot or any roadway. Automotive vehicles not in running condition shall not remain on the property more than thirty (30) days.

**1.16 No Camping:** No camping is allowed on an unimproved lot.

**1.17 No Hunting:** Hunting is prohibited anywhere within the Subdivision.

**1.18 Livestock and Animals:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other common household pets, provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. All dogs must be leashed. Lots consisting of five (5) acres or more are allowed one (1) horse per two (2) acres, with a maximum of 5 horses and/or ponies. (as indicated in Section 1.19

**1.19 Horse Provisions:** Lots consisting of five (5) acres or more are allowed one (1) horse per two (2) acres, with a maximum of 5 horses and/or ponies. Additionally, a suitable facility is required to be constructed to meet the maximum number of horses. The fenced area must equal a minimum of one (1) acre per two (2) horses. The fencing of horses shall be approved in writing by the Committee prior to installation. The facade of the Horse barns and or structures must be analogous with the facade of the Dwelling. Prefab metal barns are allowed provided they are sided with the lesser of a four feet (4') high wainscot on all four exterior sides or fifty percent (50%) of the exterior of the building as stone, stucco or brick (matching the Dwelling), and the remaining metal be of colors in harmony with the Dwelling and natural surroundings (earth tones) or glass for windows. The construction is to be done in a professional manner. Covered, but un-enclosed

structures (i.e. mare motels) are permitted for use as shades in pastures, but are not to be considered a replacement for permanent accepted suitable facilities. Temporary structures are not allowed.

**1.20 Composite Building Sites:** Any owner of one or more adjoining Lots (or portions thereof) may with prior written approval of the Architectural Review Committee (as defined in Section 3 below), consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting composite site, in which case the side set-back lines along the common lot lines shall be eliminated and said set-back lines shall thereupon be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat (a "Composite Building Site"). Further, any Utility Easements along said common lot lines shall be eliminated and abandoned upon approval of a Composite Building Site provided such easement are not then being used for utility purposes. Drainage easements cannot be abandoned on a composite lot. Any such Composite Building Site must have a front building set-back line of not less than the minimum front building set-back line of all Lots within that area, and such Composite Building Site will be considered as one and a half Lots for purposes of the Maintenance Charge set forth within. Composite lots may not be subdivided.

**1.21 Docks, Piers, Slips and Boat Houses:**

(a) Docks, piers and boathouses are permitted. Buyer must obtain all permits required by State, Local and/or Federal authorities, including the Upper Neches River Municipal Water Authority (UNRMWA), prior to ARC submittal and obtain ARC approval before installation of any dock, pier and/or boathouse or making any change for improvement to the afore mentioned structures. On Waterfront Lots, bulkheading may be erected only after approval by Upper Neches River Municipal Water Authority, then as approved in writing by the Architectural Review Committee based upon UNRMWA standards. Only a Lot Owner who has leased their residence as per Section 1.34, may also lease their Dock, Pier, Boathouse to such person or entity for the same duration.

(b) Lots Owners are responsible for all costs associated with building and maintaining their Slip.

(c) The Joint Use Area and Lease Lots slips (L1 -L27) are available to non-waterfront lot owners only.

(d) The Joint Use Area and Lease Lots slips (L1 -L27) and those lots with a minimum water frontage of forty (40) feet are restricted to a single boat slip, maximum of 20' wide per the UNRMWA Regulations and UNRMWA has full authority to approve or deny the boat slip designs.

(e) The "Joint Use Area" and "Lease Lots" shown on the recorded plat are part of the Upper Neches River Municipal Water Authority (UNRMWA) and are for use for boathouses/and or slips in accordance with UNRMWA Regulations and uses only to be designated by the Legacy Shores POA restrictive covenants. Each Lease Lot shall be responsible for applying for a boathouse or slip building permit from Upper Neches River Municipal Water Authority. No on site Sanitary Sewer Facilities will be permitted on any of the Joint Use Area or Lease Lots L1 thru L27. No structures are allowed on the Joint Use Area unless directly permitted by Upper Neches River Municipal Water Authority.

(f) An annual Limited Use Permit (LUP) must be obtained from the UNRMWA by Owners of Waterfront Lots and the lease lots L1 thru L27 in order to have any permissive rights whatsoever on the area between the takeline and the lake surface.

**1.22 Easements:** The areas designated as "Easements" thereto on the Plat are the designated easement locations for the purposes indicated on the Plat and as further provided herein. Developer shall have and hereby reserves the right, without the consent of any other Owners or the Association, to grant or create additional temporary or permanent easements, for access, utilities, pipeline easements, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Lots or other property owned by Developer, (ii) the Common Area, and (iii) existing utility easements ("Utility Easements"). Furthermore, Developer has the right to grant or assign to the Association any or a portion of any right, title and interest in any real property contained within the Subdivision to the Association for the benefit of the Association, including but not limited to any Easements. Developer, subject to the provisions for Composite Building Sites, reserves for public use the Utility Easements shown on the plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Henderson County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. All Utility Easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Common Area and/or Lots. The Property Owners Association, the Developer and its assigns, further expressly reserves the right to enter upon any Lot for the purpose of improving, constructing or maintaining any natural drainage pattern, area or easement. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision and/or any utility provider serving the Subdivision shall have the right to enter upon any Utility Easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer nor any utility provider, water district, political Subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements. No building, swimming pool or other structure shall be located over, under, upon or across any portion of any Utility Easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, walkways, fences and similar improvements across any Utility Easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, walkways, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the utility provider or any public utility in the course of installing, operating, maintaining, repairing or removing its facilities located within the Utility Easements. The Owner of each Lot shall indemnify and hold

harmless Developer, and utility provider having facilities located over, on, across or under Utility Easements from any loss, expense, suit or demand resulting from death, injuries to persons or damage to property in any way occurring, incident to, arising out of or in connection with said Owner's installation, maintenance, repair or removal of any permitted improvements located within Utility Easements, including where such death, injury or damage is caused or alleged to be caused by the negligence of such public utility or the Developer, their employees, officers, contractors or agents.

**1.23 Signs:** No "for sale" signs shall be placed on unimproved Lots, until after the Transition Date. Address signs that identify the address and/or the Owner of the Lot, are allowed, however signs shall not exceed 4 square feet. A Builder is also allowed one sign advertising the Builder's business during the course of construction not to exceed two feet by two feet (2' X 2'). All signs are to be in strict conformance with the laws and ordinances set forth by Henderson County. Permits may be required. Developer or the Association reserves the right to remove any and all signs that are in violation of the provisions in this Declaration. None of the sign restrictions in this Declaration apply to the Developer or its assigns or successors for the purpose of selling Lots, including advertising, locational, directional, or street signs.

**1.24 No Outside Toilets:** No outside, open or pit type toilets are permitted in the Subdivision.

**1.25 Utility Lines:** All utility lines running to any residence, outbuilding, machinery, pump, etc., must be placed underground beginning at the point where it enters the Parcel UNLESS prior written approval is received from the Developer or the Committee to allow lines to be constructed above ground due to topographic or surface constraints.

**1.26 Storage, Parking and Repairs:** No campers, camping trailers, boats, boat trailers, travel trailers, motor homes, recreational vehicles, or any other sporting or camping equipment or unlicensed or unregistered vehicle may be stored on any Parcel unless stored in a garage or outbuilding that has been approved by the Committee. No repairs, rebuilding or maintenance work shall be performed on any of the above or any other piece of equipment within 100 feet of the Parcel boundary lines, nor adjacent to roadways and every effort shall be made to perform such work in an outbuilding or within a screened area.

**1.27 Antennas and Generators:** The placement location of antennas, satellite dishes and power generators must have approval from the Committee prior to installation and must not be installed in such a way as to disturb the owners of adjacent Parcels. If there is a dispute over the placement, the Committee shall have the final decision on what affect the placement has on adjacent Parcel owners. Turbine wind generators are prohibited.

**1.28 Common Area Maintenance:** The Association shall be responsible for maintaining all Common Areas and Joint Use Areas and regulating their uses

**1.29 Mineral Extractions:** In no event shall any Owner or lessee use or cause to be used any portion of the Property, including his or her own Lot, for the purposes of drilling, exploring, mining, or otherwise developing any deposits of oil, minerals, or other natural resources lying above, on, or under said Property. Nothing in this Section shall prohibit Developer from excavating

Property still owned by Declarant for purposes of building or improving roadways within the Project.

**1.30 No Medical Facilities:** Hospitals, clinics, and other facilities for the treatment or care of the physically or mentally ill or disabled are prohibited.

**1.31 Churches / Clubs:** or other institutions organized for religious worship or discussion are prohibited as are buildings used primarily as clubhouses or meeting facilities.

**1.32 Nuisance Activities:** The unusual, unnecessary, prolonged, or indiscriminate creation of noise, dust, fumes, odors or any other offensive activity is prohibited, including but not limited to road racing, loud music, and gunfire. ATV use is limited to the specific parcel owned by user. ATV use is not allowed on vacant or unoccupied lots.

**1.33 Solar Panels:** All solar panels shall be framed in such a manner so the structure members are not visible and shall be installed in a location not visible from the private or public street in front of the Dwelling. Solar panels may be installed on a roof in a location visible from the private or public street in front of the Dwelling provided the owner can provide the committee with calculations from the installation company demonstrating that the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the property owners' association (Texas Property Code, Sec. 202.010(d)(5)(B)). The framing material shall be one that is in harmony with the rest of the Dwelling or permitted structure. Written approval from the Committee is required prior to the installation of any solar panels. The Association reserves the right to seek removal of any solar panels installed without first obtaining written approval from the Committee or for any solar panels violating these restrictions.

**1.34 Leasing and Occupancy of Units:** No un-improved Lot may be leased. No Owner shall lease his Lot for transient or hotel purposes or lease less than the entire Lot including the boat dock, nor for a period of less than seven (7) consecutive days. A unit may be leased for a maximum of six times per calendar year. The terms of any lease shall be in accordance with and subject in all respects to the provisions of the Governing Documents, and any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Owners shall provide all prospective tenants with a copy of this Declaration and the Rules of the Association. All leases must be in writing and shall include an agreement that the tenant has received, read, and agrees to comply with, the provisions of this Declaration and the Rules of the Association. No Unit or Lot may be occupied by a property manager or temporary caretaker employed by or under contract with the Owner, a real estate company, a lender, or any other person. Nothing in this section shall be construed as preventing the leasing of an entire Lot together with its improvements to a single individual or single family for a period of at least seven (7) consecutive days. Nothing in this section shall be construed as preventing an Owner's permanent in-home employees, who normally reside with an Owner, from being the sole occupants while the Owner is temporarily absent.

## 2. PROPERTY OWNERS ASSOCIATION, ASSESSMENTS AND LIEN

**2.1. Property Owners' Association:** The Legacy Shores Property Owners Association, Inc. is hereby created to be made up of the Owners of property within the hereinbefore described together with the owners of subdivision (the "Association"). Prior to the Transition Date, as stated in Section 2.7, the Association may form and be operated as a non-profit corporation and governed by its Articles of Incorporation and Bylaws upon incorporation, provided that such incorporation documentation is not in conflict with the terms and provisions hereof. Every person or entity who is a record owner of any Lot which is subject to the Maintenance Charge and other assessments provided herein, including contract sellers, shall be a "Member" of the Association. The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Lot. Additionally, upon the Transition Date, the Directors of the Association must be Members of the Association (as more particularly described in the Bylaws). Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members are set forth in this Declaration and in the Bylaws of the Association. The initial Board of Directors of the Association shall be designated by the Developer or Declarant. Upon the Transition Date, Owners may elect five (5), with a minimum of three (3), member Board of Directors to the Property Owners Association, with three (3) alternates (the "Board of Directors").

**2.2 Board of Directors:** Through its Board of Directors, the Property Owners Association shall have the authority to:

**a. Declaration of Maintenance Charge:** Declare and collect an assessment per year per Lot from each Property Owner. Such assessment shall be made for the purpose of maintaining roads and other areas of common use and benefit to subdivision owners. The exact amount of the Maintenance Charge applicable to each Lot will be determined by the Developer/Declarant until the Transition Date, and thereafter by the Board of Directors of the Association during the month preceding the due date of the Maintenance Charge. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Developer or the Board of Directors of the Association, subject to the provision hereof. The initial assessment shall be \$1,250.00 per year ("Maintenance Charge") and shall be prorated for the year of purchase as of the closing date. In addition to the regular Maintenance Charge there is a one-time flat capital contribution of \$1,000, paid by buyer, due at closing. This pertains only to the initial sale of a Lot by Declarant/Developer and is not a reoccurring fee with each change of ownership. Each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot (or residential building site) to the Association annually, in advance, on or before the tenth day of January of each calendar year, or on such other date or basis (monthly, quarterly or semi-annually) as the Developer or the Board of Directors may designate in its sole discretion. The Maintenance Charge will be assessed as of the date of recordation of the Deed wherein the Owner acquired legal title to the Lot. Any increase in the Maintenance Charge in excess of ten (10%) percent from the immediate previous year must be approved by the Members pursuant to the Bylaws. Composite Building Site Lots will be



considered as one and a half Lots for purposes of the Maintenance Charge set forth. The following property subject to this Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by the Developer or the Association.

**b. Failure to pay Maintenance Charge:** Any Maintenance Charge not paid on or before the due date shall bear a late fee of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Maintenance Charge by non-use of any Common Areas or recreational facilities available for use by Owners of the Subdivision or by the abandonment of his Lot. Where the holder of a First Deed of Trust, other than Declarant, obtains title to the Parcel as a result of trustee's sale, or deed in lieu of foreclosure, of said First Deed of Trust, such acquirer of title, its successors and assigns, shall not be liable for the share of the assessments by the Association chargeable to such Parcel which became due prior to the acquisition of title to such Parcel by such acquirer. Such acquirer shall be responsible, as any Owner, for assessments charged subsequent to the acquisition. Neither Declarant nor Developer shall be responsible for paying Regular or Special Assessments for any Parcel owned before or after the Transition Date.

**c. Use of Maintenance charge:** The Maintenance Charge levied by the Developer or the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Subdivision. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of the Common Areas, any greenbelt or easements, roads, rights-of-way, and any common use pier, and the establishment and maintenance of a reserve fund for maintenance thereof. The Maintenance Fund may be expended by the Developer or the Association for any purposes which, in the judgment of the Developer or Association, will tend to maintain the property values in the Subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Area, etc. as may from time to time be authorized by the Association. Payment of all legal and other expenses incurred in connection with the enforcement of all charges and assessments, conveyances, restrictions and conditions with the affecting the properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments, landscaping in common areas, utilities, insurance, taxes, employing policemen and a security force and doing any other things or things necessary or desirable in the opinion of the Association to keep the Properties neat and in good order, or which is considered a general benefit of the Owners or occupants of the properties, it being understood that the judgment of the Association in the expenditure of said fund shall be final and conclusive so long as such judgment is exercised in good faith. The Maintenance Charge is for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Subdivision.

**d. Creation of Lien and Personal Obligation:** In order to secure the payment of the Maintenance Charge and other charges and assessments (including, but not limited to, attorney's

fees incurred in the enforcement of these Restrictions) hereby levied, a vendor's (purchase money) lien for the benefit of the Association shall be and is hereby reserved in the deed from Developer to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the Maintenance Charge and other charges and assessments hereby levied, each Owner, by acceptance of a deed thereto, hereby grants to the Association a contractual lien on his/her Lot which shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Maintenance Charge and/or other charges and assessments are made, and which may be foreclosed on by judicial foreclosure or by non-judicial foreclosure (including, as applicable, by expedited foreclosure) pursuant to the provisions of Section 51.002 of the Texas Property Code and Chapter 209 of the Texas Property Code, and any successor statutes) and any other applicable statutes, rules and regulations (collectively, as applicable, and as amended and supplemented from time to time, "Texas Foreclosure Law"). The Association shall comply with all written notices required by Texas Foreclosure Law, including, as applicable, notices required by Section 51.002, Section 209.010 and Section 209.011 of the Texas Property Code, respectively.

Each Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a trustee ("Trustee") to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association and filed for record in the Real Property Records of Henderson County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code (and any successor statute) and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the notice of Trustee's sale ("Notice of Trustee's Sale") not less than twenty-one (21) days prior to the date on which said Trustee's sale is scheduled by posting the Notice of Trustee's Sale through the U.S. Postal Service, postage prepaid, certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Henderson County, Texas. Out of the proceeds of such Trustee's sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvement thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of nonpayment by any Owner of any Maintenance Charge or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 6.3 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and Chapter 209 of the Texas Property Code relating to residential subdivisions, and in the event of the amendment of said Section 51.002 or said Chapter 209 of the Texas Property Code, or of any other Texas Foreclosure Law, hereafter, the President or any duly authorized officer of the Association, acting without joinder of any Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Henderson County, Texas, amend the applicable provision hereof so as to comply with said amendments to Section 51.002 or Chapter 209 of the Texas Property Code or other Texas Foreclosure Law, as applicable.

**e. Notice of Lien:** In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, each Owner hereby expressly grants to the Association the right to file a claim of lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection, including reasonable attorney's fees, which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien amount.

**f. Liens Subordinate to Mortgages:** The liens described in this Section 2 and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Lot who claims title to such Lot pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid Maintenance Charges or other charges or assessments against such Lot which accrued prior to the time such transfer of title to a Lot. No such sale or transfer shall relieve such transferee of title to a Lot from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of the lien described in Section 6.1 hereof, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Section 6.

**2.3 Architectural Review Committee:** The term "Architectural Review Committee" as used in this Declaration, shall mean or refer to the Developer or to an outside Architectural Review Company retained by the developer to perform the Architectural Review duties. Until the Transition Date, Developer and/or individuals or entities appointed by the Developer, shall review all plans and sample materials required herein to be submitted to the Committee for approval and exercise all other design review powers delegated to the Committee in this Declaration and in the Association Bylaws. The fee for ARC submittal for a building plan shall initially be \$1,000.00. After the Transition Date, the Board of Directors shall appoint an Architectural Review Committee (the "ARC or Committee"), composed of three or more individuals. The Committee shall function as the representative of the Association to provide for and assist in the architectural review of improvements to Lots within the Property.

**2.4 Enforcement:** The Association (and any Owner with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Member and each Related User. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of Rules and Regulations of the Association by any one or more of the following means: (i) By entry upon any property within the Subdivision after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations; (iii) by exclusion, after notice and hearing, of any Member or Related User from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or any Related User, unless the breach is a continuing breach in which case exclusion shall continue for so long as such breach continues; (iv) by suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or a Related User of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (v) by levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or a Related User which assessment reimbursed the Association for the costs incurred by the Association in connection with such breach; (vi) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulation of the Association from any Member or Related User for breach of this Declaration or such Rules and Regulations by such Member or Related User; and (vii) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorneys' fees incurred by the Association with respect to exercising such remedy. Before the Board may invoke the remedies provided above, it shall give registered or certified notice of such alleged violation to Owner, and shall afford the Owner a hearing. If after the hearing, a violation is found to exist, the Board'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 Developer, or of any 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.

**2.5 Voting:** The total number of votes within the Association shall be on the basis of one (1) vote per Owner, per Lot, (including Composite Lots) except that the Developer shall have ten (10) votes for each Lot owned by Declarant. The total number of Lots and therefore the total number of votes may also be increased or decreased from time to time by the annexation or de-annexation of Property, pursuant to Sections 4 and 5 of this Declaration. Unless otherwise specifically provided herein or in the Bylaws, all Association matters requiring a vote of the Members shall be determined by a majority vote (i.e., a majority of the votes cast) so long as the quorum requirements are met. If more than one party is the Owner of a Lot, there must be unanimous agreement among those who own an interest, otherwise the vote(s) attributable to that Lot shall not be counted. Any action requiring a vote of the Members may take place one of two ways: 1) By vote cast in person at a meeting; and/or 2) By absentee ballot as provided for in the Bylaws.

**2.6 Quorum Requirement:** Unless otherwise stated herein or in the Association's Bylaws, the number of votes received by the Association must represent forty percent (40%) of the Members entitled to vote in order to constitute a quorum, whether the votes be cast in person or received as absentee ballots.

**2.7 Transition Date:** The Developer, as the Association's initial Board, shall call a meeting of the Members for the purpose of turning over the operation and control of the Association to the Members (Transition Date) when 100% of lots or sold or sooner at Developers option and shall give notice not less than thirty (30) days prior to said meeting. Votes received by Members representing at least thirty-five percent (35%) of the votes entitled to be cast shall constitute a quorum for the transition meeting. Prior to said meeting the Members shall elect, by a majority vote, a minimum of three (3) and a maximum of five (5) Directors to the Board. The election results shall be announced during the meeting. So long as Declarant owns any Parcel in the Project at the time of the Transition Date, Developer, acting on behalf of Declarant, may exercise its voting rights by casting the number of votes it still retains at the time. Immediately following the transition meeting, the newly elected Board may hold their first meeting for the purpose of electing officers and conducting any other business of the directors. Following the Board meeting, the Association may hold its first annual meeting of the Members. In lieu of an in person Meeting, the Directors or Members may conduct their meetings via electronic format or by virtual method online.

### **3. CONSTRUCTION AND ARCHITECTURAL CONTROL**

**3.1 Construction Approval Requirements:** No building or other improvements of any character shall be erected or placed, of the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof, (including, without limitation, painting, staining or siding), or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the

ARC of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action.

No building, structures or improvements may be located on the Waterfront, Lease Lots, and Joint Use Area without obtaining permits from Upper Neches River Municipal Water Authority (UNRMWA) prior to ARC submittal.

Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, drainage, harmony of external design and color with existing and proposed structures in the Subdivision and location with respect to topography and finished grade elevation. The granting of approval shall in no way serve as a guaranty or warranty as to the quality of the plans or specification nor the habitability, feasibility or quality of the resulting improvements. The sole authority for determining whether construction plans and specifications for proposed improvements are in compliance with the provision of this Declaration as to quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography, finished grade elevations and other relevant factors, rests with the ARC. Disapproval of plans and specification, including location of the proposed improvements may be based by the ARC, for any reason that shall seem sufficient in the sole discretion of the ARC. Each application made to the ARC shall be accompanied by two (2) sets of professionally drawn plans and specification for all proposed construction (initial or alterations) to be done on such Lot, including the drainage plan for the Lot, plot plans showing the location and elevation of the improvements on the Lot and dimensions of all proposed walkways, driveways, and all other matters relevant to architectural approval. The address of the ARC shall be provided by the Association. If approved, one of the two sets of plans submitted shall be returned to the Owner with said approval noted thereon. An Application Fee and Damage Deposit is required in accordance to Section 3.3. The owner must obtain from the ARC a receipt for said plans indicating the date said plans are received by the ARC.

It is the responsibility of the Builder and Owner to familiarize themselves with the specific details contained herein and in the Site and Building Requirements (SBR) prior to making application to the ARC.

**3.2 No Construction Without Review:** No building, fence, wall, pier, boathouse, bulkhead or other structure shall be commenced, erected, or maintained upon any tract, nor shall any exterior addition to; or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by the Committee as to harmony of external design and location in relation to surrounding structures and topography. No structures or improvements may be located on the Waterfront, Lease Lots, and Joint Use Area without obtaining permits from Upper Neches River Municipal Water Authority (UNRMWA) prior to ARC submittal

**3.3 Application Fee and Damage Deposit:** Each member submitting for ARC approval agrees to deliver an Application Review Fee of \$1,000 (subject to change) and a Damage Deposit of \$5,000 (subject to change) for repairs to roadways, drainage etc. caused by Owners, contractors, subcontractors, or other associated workers, prior to receiving final approval from the Architectural Review Committee. The Damage Deposit will be held in the Association's account

and costs of any damages will be deducted at completion of the building project. In the event there are no damages, the full balance will be returned to Owner.

If plans are submitted for a Dock, Pier, Bulkhead or Slip separate from the submittal of the primary residence, a Plan Review fee of \$250 must be submitted with the Damage Deposit. Timeframes for review of applications will not begin until all monies have been submitted.

**3.4 Failure to Timely Approve:** In the event that any plans and specification are submitted to the Architectural Review Committee as provided herein, and such Architectural Review Committee shall either fail to approve or reject such plans and specifications for a period of 45 days following such submission, approval by the Architectural Review Committee shall not be required, and full compliance with this Restriction shall be deemed to have been had.

#### **4. ANNEXATION OF ADDITIONAL PROPERTY**

**4.1 Developer's Right to Annex Additional Property:** At any time the Developer shall have the right to annex and subject to this Declaration all or any portion of the Additional Property without the consent of any other Owner or person. Developer, its successors and designees reserve all present and future rights to utilize all Common roadways and easements within the Project to comparably develop lands within or adjacent to the Project and to grant use of said easements to additional subsequent individuals or entities. Any such expansion to be included within this Declaration shall be subject to the terms and conditions of this Declaration, but may include reasonable variances.

**4.2 Annexation of Additional Property:** Developer may annex and subject Additional Property to this Declaration by recording an amendment to Exhibit "A" of this Declaration describing the property being annexed. Common Area, as shown on the recorded Plat of the Additional Property, shall be subject to the provisions set forth in this Declaration with the maintenance, repair and replacement of the Common Area being the responsibility of the Association as set forth herein. The voting rights of the Owners of Parcels annexed pursuant to this section shall be effective as of the date of the annexation. The Owner's obligation to pay assessments shall commence as provided in Section 2.2 of this Declaration.

**4.3 Sequence of Annexation:** The Additional Property may be annexed as a whole, at one time or in one or more portions or phases at different times, or it may never be annexed, and there are no limitations upon the order of annexation or the boundaries thereof. The Additional Property annexed by the Developer need not be contiguous with other property in the Project, and the exercise of the right of annexation as to any portion of the Additional Property shall not bar the further exercise of the right of annexation as to any other portion of the Additional Property.

**4.4 Disclaimer:** DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER THAT: **(1)** Any Property subject to this Declaration will be committed to or developed for a particular use or for any use; **(2)** The use of any Property subject to this Declaration will not be changed in the future; or **(3)** All or any portion of the Additional Property will annexed, or the exact number of Parcels to be added in the event of annexation.

## 5. DE-ANNEXATION

**5.1 Developer's Right to De-Annex Property:** Notwithstanding any other provision of this Declaration, Developer shall have the right from time to time, at its sole option and without the consent of any Owner, the Board or any other person, to delete from the Property and remove from the effect of this Declaration one or more portions or Parcels of the Property, so long as (1) The portion of the Property to be removed and deleted is owned by Declarant, or the Owner of such portion of the Property executes and records an instrument approving such deletion and removal; and (2) Such deletion and removal would not deprive Owners of other parts of the Property of easements or rights-of way necessary to the continued use of their respective parts of the Property (unless Declarant at the same time provides for reasonably adequate replacement easements or rights-of way). Developer may exercise its rights of de-annexation in each case by executing and causing to be recorded an instrument which identifies the portion of the Property to be so deleted and removed and which is executed by each Owner of such portion of the Property to be so deleted and removed (if other than Declarant). The deletion and removal of such portion of the Property shall be effective upon the date such instrument is recorded; whereupon, the portion of the Property so deleted and removed shall thereafter for all purposes be deemed not a part of the Property subject to this Declaration. No such deletion and removal of a portion of the Property shall act to release such portion from the lien for assessments or other charges hereunder which have accrued prior to the effective date of such deletion and removal, but all such assessments or other charges shall be appropriately prorated to the effective date of such deletion and removal. Each portion of the Property deleted and removed pursuant hereto shall thereafter be deemed to be a part of the Additional Property unless otherwise expressly provided to the contrary in the instrument recorded to effect such deletion and removal.

## 6. GENERAL PROVISIONS

**6.1 Enforcement by Declarant:** Declarant shall have the right to enforce, by any proceeding at law or in equity, all restriction now or hereafter imposed by the provisions of this Deed. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**6.2 Covenants running with the Land:** The covenants, conditions and restrictions of this Deed shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, Declarant or any tract owner subject hereto, and their respective legal representatives, heirs, successors and assigns.

**6.3 Severance:** Invalidation of any one or more of these Restrictions by judgment or court order shall in no way affect any other restriction, and all other restrictions shall remain in full force and effect.

**6.4 Developer's Ability to Correct Errors:** The Developer shall have and reserves the right at any time and from time to time prior to the Transition Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein.



**6.5 Variances:** So long as Developer maintains control of the Association, Developer, in its sole and absolute discretion, may grant a variance to any restriction or provision contained throughout this entire Declaration without limitation; and approve or disapprove any proposed improvement or alteration for any reason, including, but not limited to, aesthetics or potential negative impact on its ability to sell any remaining Property. After the Transition Date and in accordance with the Bylaws, the Board or Members may grant reasonable variances, where strict adherence to these restrictions would cause undo hardship or in cases where the Members of the Association would, in the Association's opinion, benefit from said variance. Variances may only be granted by a unanimous vote of the Directors (however there must be a minimum of three (3) Directors on the Board), or at the direction of those Members meeting a forty-five percent (45%) quorum with a two-thirds (2/3) majority vote. Any variance granted is to be recorded in the Henderson County Clerk's Office and should state if the provisions of the variance are to "run with the land" or terminate when the affected Parcel is sold.

**6.6 Terms of Covenants:** The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of for fifty (50) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of twenty (20) years each, unless an instrument, signed by not less than two-thirds (2/3rds) of the then Owners (including Developer) of the Lots has been recorded agreeing to cancel, amend or change, in whole or part, this Declaration.

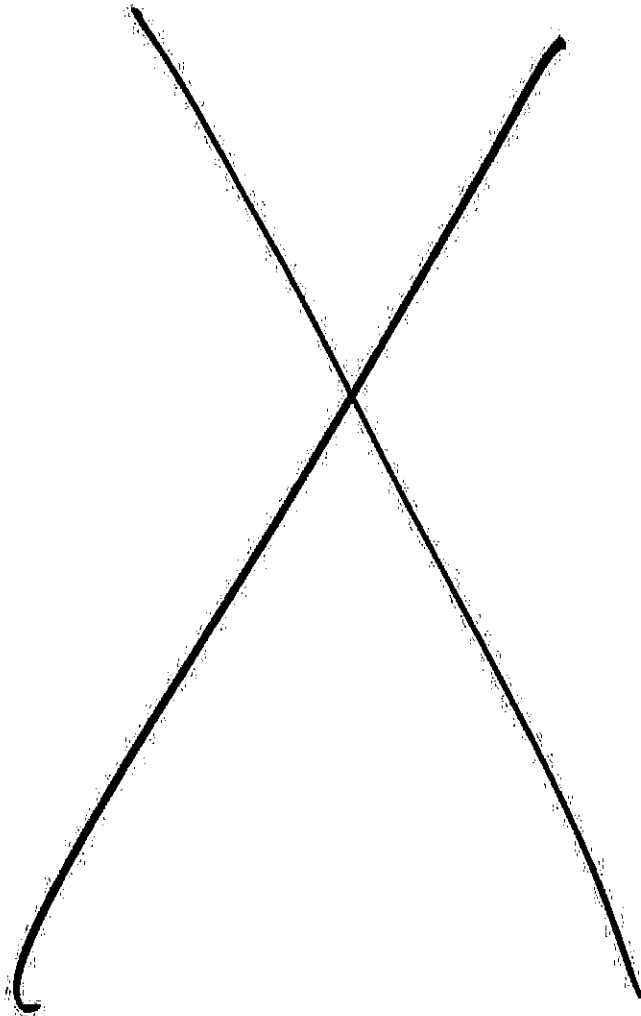
**6.7 Amendments:** With the exception of this Section, and Sections 1.1 (permitted uses), 1.2, (dwelling specs) 1.3 (subdivision of lots), 1.4 (mobile homes), 1.8 (water), 1.9 (sewer) and 1.16 (camping), this Declaration may be amended or changed, in whole or in part, after the Transition Date with instrument approved by a two-thirds (2/3rds) majority vote of Owners entitled to vote, meeting a seventy (70%) percent quorum. Such amendment shall be recorded in the office of the County Clerk of Henderson County, Texas and become effective immediately thereafter. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment or termination. NO SECTION OR PARAGRAPH MAY BE AMENDED BY THE ASSOCIATION IN SUCH A WAY AS TO CHANGE OR NEGATE THE RIGHTS RESERVED BY DECLARANT OR DEVELOPER STATED EITHER HEREIN, IN THE INDIVIDUAL DEEDS TO THE PROPERTY, OR ON THE PLAT.

**6.8 Amendments by the Developer:** The Developer shall have and hereby reserves the right any time and from time to time prior to the Transition Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing, duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested Property or other rights of any Owner or his mortgagee. Additionally, Developer shall have and reserves the right at any time and from time to time prior to the Transition Date, without joinder or consent of any Owner or other party to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting Owners to enjoy benefits from technological advances, such as security, communications or energy related devices or equipment



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Legacy Shores Subdivision Lots 1 thru 91, as recorded in Cabinet G, Slide 317 of the  
Plat Records of Henderson County, Texas;



Henderson County  
Mary Margaret Wright  
County Clerk  
Athens, TX 75751

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Instrument Number: 2021-00011334

As

Recorded On: 06/17/2021 02:02 PM Recordings - Land

Parties: LEGACY SHORES PROPERTY OWNERS ASSOCIATION

To: PUBLIC

Number of Pages: 3 Pages

Comment:

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(Parties listed above are for Clerks reference only)

**\*\*Examined and Charged as Follows:\*\***

Total Recording: 30.00

**File Information:**

Document Number: 2021-00011334

Receipt Number: 2021-11999

Recorded Date/Time: 06/17/2021 02:02 PM

Recorded By: Janice Hankins

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\*\*\*\*\*DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT\*\*\*\*\*

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

I hereby certify that this instrument was filed and duly recorded  
in the Official Records of Henderson County, Texas



*Mary Margaret Wright*

County Clerk  
Henderson County, Texas

---

**Record and Return To:**

LEGACY SHORES PROPERTY OWNERS  
1015A WEST SH 150

NEW WAVERLY, TX 77358



**FIRST AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LEGACY SHORES  
Henderson County, Texas**

Pursuant to the Declaration of Covenants, Conditions and Restrictions for Legacy Shores, Section 6.8 and as recorded at Instrument Number 2021-00007879 in the Official Records of Henderson County, in Henderson County, Texas, the undersigned hereby amends the Declaration as follows:

**Building Setbacks:** Section 1.6(c) shall be replaced in its entirety to read as follows:

- (c) The building setback line along the rear of each Lot shall be twenty five (25') feet on all non-Waterfront Lots.

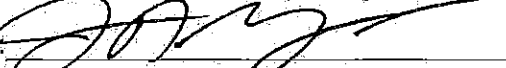
**Docks, Piers, Slips and Boat Houses:** Section 1.21(d) shall be replaced in its entirety to read as follows:

- (d) The Joint Use Area and Lease Lots slips (L1 -L27) and those lots with a minimum water frontage of forty (40) feet are restricted to a single boat slip and boathouse, maximum of 20' wide per the UNRMWA Regulations and UNRMWA has full authority to approve or deny the boat slip designs,

All other terms and conditions of the Declaration shall remain the same.

EXECUTED this 10<sup>th</sup> day of June, 2021

**DEVELOPER:**  
**LEGACY SHORES LAND, LLC,**  
a Delaware limited liability company

By:   
Its: Manager's Signature

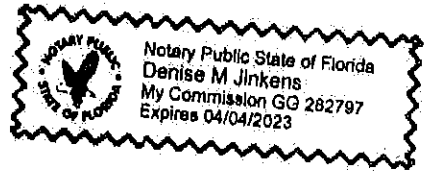
(NOTARY ON FOLLOWING PAGE)

STATE OF Florida )  
County of Collier ) ss.

This instrument was acknowledged before me this 10<sup>th</sup> day of June, 2021 by  
Jonathan Riley as Manager & Secretary of Legacy Shores Land,  
LLC.

Notary *Denise M. Jinkens*

My Commission expires: 4/4/2023



When Recorded Return To:  
Legacy Shores Property Owners Association  
1015A West SH 150  
New Waverly, TX 77358

**SECOND AMENDMENT TO THE  
SITE & BUILDING REQUIREMENTS FOR  
LEGACY SHORES**

Pursuant to the Declaration of Covenants, Conditions and Restrictions for Legacy Shores, Section 6.8 and as recorded at Instrument Number 2021-00007879 in the Official Records of Henderson County, in Henderson County, Texas, the undersigned hereby amends the Site & Building Requirements as recorded at Instrument Number 2021-00007880 in the Official Records of Henderson County, in Henderson County, Texas, as follows:

**III. Site Planning (Ancillary / Supportive)**

**A. Outbuildings - shall be replaced in it's entirety to read as follows:**

An "outbuilding" is defined as any structure which is not attached to the main structure. This definition does not include bona fide additions to the main residence or garages, but does include storage sheds, workshops, detached garages, etc. No construction of outbuildings is allowed until such time as the primary home is constructed.

Storage Shed:

The colors should match/blend with the predominant exterior colors of the main residence; the materials should be similar to the materials used on the dwelling. It should have a peaked roof, no higher than eight feet (8') from the ground to the highest point, and a maximum of 10'x12' floor space. Larger capacity buildings may be allowed with prior ARC approval. Structures must comply with all building setbacks. Location must also be far enough away from fence to allow for drainage to occur entirely on the owner's lot. Storage building placed on a concrete slab on top of a utility easement will require letters of Consent to Encroach as it will not be considered portable. If a storage building is not on the utility easement, but on a slab, and can be moved, the ARC will consider it as portable.

No storage building can be built up against any side or rear wall of home unless its maximum height is less than 6 feet and it is not visible above the fence. It must also comply with all the other requirements for proper construction, size and location.

And;

**VI. Outbuildings**

**D. Storage Shed / Workshop - shall be replaced in it's entirety to read as follows:**

Storage sheds or workshops shall not exceed nine (9) feet in height at the roof peak and 120 square feet in footprint size. Larger capacity buildings may be allowed with prior ARC approval. The outbuilding must be situated in the rear yard, concealed from the view of the front street to the greatest extent possible. On corner Lots, it shall be located away from the side street. Landscape screening may be requested by the ARC.

*Payment Plan Policy* – Instrument No. 2021-00012244, Official Public Records of Henderson County, Texas

*Records Production Policy* – Instrument No. 2021-00012245, Official Public Records of Henderson County, Texas

*Records Retention Schedule* – Instrument No. 2021-00011335, Official Public Records of Henderson County, Texas

Mailing Address/Contact Information of the Association:

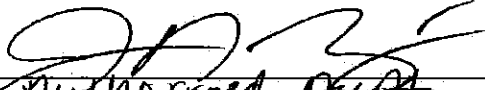
Legacy Shores Property Owners Assn  
1015A West SH 150  
New Waverly, TX 77358  
936-647-6512  
d.onstott@pattenco.com

Name and Mailing Address of Person Managing the Association or Designated Representative:

Deborah Onstott  
Onstott Consulting LLC  
P O Box 465  
Paulden, AZ 86334

Resale Transfer fees: \$175.00 payable to Legacy Shores POA

Signed this 10 day of October, 2021

By:   
As: Authorized Agent  
Legacy Shores Property Owners Association, Inc.

(NOTARY ON FOLLOWING PAGE)



Storage sheds/workshops shall be constructed of brick, stucco, stone, or fiber cement siding painted to match the main house. Corrugated roofing is not permitted. All site-built sheds/workshops must be constructed on a concrete slab so as to become part of the real property. Pre-fabricated kits are also permitted for sheds. High quality metal construction may be utilized as long as all four sides of such an outbuilding shall have at least 3' (from the ground level) of stone, stucco, masonry or similar materials to match the Dwelling. Gravel foundations are permitted under pre-fabricated sheds that are supplied with integral floors.

All other terms and conditions of the Document shall remain the same.

EXECUTED this 10 day of October, 2021

**DEVELOPER:**  
**LEGACY SHORES LAND, LLC,**  
a Delaware limited liability company

By: [Signature]  
Its: Authorized Agent

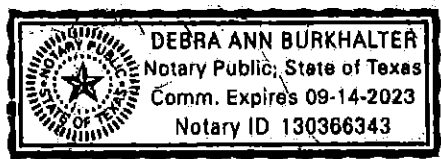
STATE OF TEXAS )  
County of Walker ) ss.

This instrument was acknowledged before me this 10 day of October, 2021  
by Jon Riley as Authorized Agent of Legacy Shores Land,  
LLC.

Notary [Signature]

My Commission expires: 9/14/23

When Recorded Return To:  
Legacy Shores Property Owners Association  
1015A West SH 150  
New Waverly, TX 77358



Henderson County  
Mary Margaret Wright  
County Clerk  
Athens, TX 75751

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Instrument Number: 2021-00020041

As

Recorded On: 10/15/2021 02:51 PM Recordings - Land

Parties: LEGACY SHORES

To: PUBLIC

Number of Pages: 4 Pages

Comment:

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(Parties listed above are for Clerks reference only)

**\*\*Examined and Charged as Follows:\*\***

Total Recording: 34.00

**File Information:**

Document Number: 2021-00020041

Receipt Number: 2021-23488

Recorded Date/Time: 10/15/2021 02:51 PM

Recorded By: Noemi Martinez

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**\*\*\*\*\*DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT\*\*\*\*\***

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

I hereby certify that this instrument was filed and duly recorded  
in the Official Records of Henderson County, Texas



*Mary Margaret Wright*

County Clerk  
Henderson County, Texas

---

**Record and Return To:**

JON RILEY  
1605 CURLEW AVE

NAPLES, FL 34102

