

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TEXAS §

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
LEGACY OAKS SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions is made on _____, 2021 at Columbus, Colorado County, Texas by Leyco Legacy, LLC, a Texas limited liability company (“**Declarant**”), whose mailing address is 3977 Hwy 90, Columbus, Texas 78934.

Recitals

1. Declarant is the owner of all that certain real property (the “**Property**”) located in Colorado County, Texas, described as follows:

94.5638 acres of land being made up of the residue of a 143.90 acre tract (described as Tract 1 in Volume 985, Page 52 of the Colorado County Official Records) and a 0.61 acre tract (called Tract 2 in Volume 895, Page 52 of the Colorado County Official Records) and being located in the Samuel M. Williams Survey, Abstract No. 609, Colorado County, Texas; said 94.5638 acres being described by metes and bounds on EXHIBIT A, attached hereto and incorporated herein for all purposes, to-wit.

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long term.
3. This general plan will benefit the Property in general, the Tracts, parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenants and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE 1
Definitions

1. “**Ancillary Building(s)**” means and refers to buildings ancillary to the primary residential use on a Tract, such as, but not limited to, detached garages, barns, storage facilities and stable facilities.
2. “**County**” means Colorado County, Texas.
3. “**Declarant**” means and refers to Leyco Legacy, LLC, a Texas limited liability company.
4. “**Declaration**” means this Declaration of Covenants, Conditions and Restrictions for Legacy Oaks Subdivision, as amended from time to time in compliance with the requirements for amendment contained in this Declaration.
5. “**Dwelling**” means and refers to the improvements on a Tract intended for use as the primary single family dwelling.
6. “**Effective Date**” means the date this Declaration is filed in the Official Public Records of Colorado County, Texas.
7. “**Living Space**” means and refers to enclosed and covered areas within a Dwelling, exclusive of garages, porches, terraces, balconies, decks, patios, courtyards, attics, basements and any area not used for single family living purposes.
8. “**Main Driveway**” means the driveway from the Main Road to the primary Dwelling on a Tract.
9. “**Main Road**” means the main road running through Legacy Oaks Subdivision as shown on the Subdivision Plat which shall be known by the name Legacy Oaks Lane.
10. “**Owner**” means one or more Persons who hold record title to any Tract and includes contract sellers but excludes persons having only a security interest.
11. “**Person**” means and refers to a natural person, corporation, partnership, association, trust, or other legal entity.

12. “**Property**” means and refers to those tracts or parcels of land described on EXHIBIT A attached hereto, together with all improvements thereon, including access and utility easements which are to be used as streets and roads, utility systems, drainage systems and other improvements serving the Tracts.
13. “**Required Majority of Owners**” means and refers to those Owners who own in excess of 66-2/3% of the acreage contained within the Property at the time in question.
14. “**Subdivision Plat**” means and refers to the plat of the Property recorded in the Official Public Records of Colorado County, Texas.
15. “**Tract**” means and refers to any parcel of land within the Property shown on the Subdivision Plat as a subdivided lot.

ARTICLE 2

Land Use and Building Type

2.01 **Land Use.** The Tracts shall be used only for single family residential purposes and for agriculture and wildlife preservation purposes subject to the limitations contained in this Declaration. No Tract may be divided or re-subdivided. There shall be no more than one primary Dwelling and one guesthouse/secondary residence on any Tract. Living quarters within a barn or other Ancillary Building shall be considered a guesthouse/secondary residence for the application Tract.

2.02 **Design/Materials.** Primary Dwellings and guesthouse/secondary residences shall only be site-built homes constructed of new materials. The exterior of primary Dwellings and guesthouse/secondary residences must be of masonry, brick, stone, stucco, log, cedar or other wood siding or Hardie Plank (or Hardie Plank equivalent) or metal. Primary Dwellings must have a minimum of: (i) 1,800 square feet of Living Space for a single story Dwelling, (ii) 2,000 square feet of Living Space for a one and on-half story Dwelling with at least 1,200 square feet of Living Space located on the first floor, and (iii) 2,000 square feet of Living Space for a two story Dwelling with at least 1,200 square feet of Living Space on the first floor. The exterior design, construction and overall appearance of a primary Dwelling and any guesthouse/secondary residence must be a single family residence.

2.03 **Completion Requirement.** Construction of any primary Dwelling, any guesthouse/secondary residence and/or any Ancillary Buildings must be completed within 365 calendar days after the date of the commencement of constructions of the applicable improvement.

2.04 **Fences.** All fences shall be constructed of wood, brick, rock, stucco, wrought iron, new pipe or new t-posts, and wiring typically found in the area. No chain link fence will be permitted on the boundaries of any Tract nor any other location that is visible from any public road or adjoining Tract. No game proof high fence may be constructed as a boundary fence.

ARTICLE 3 General Provisions

3.01 **Roofs.** Roofing materials for all primary Dwellings, guesthouses/secondary residences and Ancillary Buildings shall be new and designed and manufactured specifically for roofs. Metal roofs not treated to prevent rust are prohibited on all buildings.

3.02 **Living Quarters Within a Barn.** A Tract may have a guesthouse/secondary residence located within a barn.

3.03 **Timing of Construction of Guesthouse/Secondary Residence.** Any guesthouse/secondary residence must be constructed at the same time as the primary Dwelling or after the primary Dwelling has been completed.

3.04 **Manufactured Housing/Mobile Homes/Prefabricated Buildings.** Manufactured and/or modular homes or other modular buildings, mobile homes, prefabricated buildings and recreational vehicles for use as a primary Dwelling, guesthouse/secondary residence or Ancillary Building are strictly prohibited.

3.05 **Semi-Trucks/Semi-Trailers.** No semi-trucks or semi-trailers may be parked or stored on the Main Road or on any Tract except temporarily as needed to make deliveries to Owners.

3.06 **Houses Moved to Property.** No houses or barns may be moved onto a Tract for use as a primary Dwelling, guesthouse/secondary residence, or Ancillary Building.

3.07 **Driveways.** No Main Driveway may be constructed of dirt. All Main Driveways shall be constructed with gravel, blacktop, tar and chip, or concrete. It shall be the responsibility of each Owner to properly install culverts to meet the requirements of the County with respect to the connection of the Main Driveway to the Main Road. No Main Driveway or Main Driveway culvert may impede or disturb the natural flow of water through the ditch along the Main Road.

3.08 **Composite Building Site.** Any Owner of one or more contiguous Tracts may consolidate such Tracts into one primary Dwelling building site with the privilege of constructing improvements on such composite building site, in which case setback lines shall be measured from the resulting combined Tract lines rather than from the setback lines of any of the single Tracts which compromise such composite building site. An Owner who has combined one

or more contiguous Tracts into a composite building site may transfer one or more of the Tracts comprising the composite building site to another party only if no buildings have been constructed within the setback lines of the applicable Tract prior to such Tracts having been combined into a composite building site.

3.09 ***Sand and Gravel.*** No sand or gravel may be mined on any Tract to be sold. Except as hereinafter provided, no sand or gravel may be used outside the boundaries of the Tract upon which such sand and gravel is located. Notwithstanding the foregoing, Owner(s) of Tract(s) may share (not sell) sand and gravel taken from one Tract for use on another Tract.

3.10 ***Noxious or Offensive Activities Prohibited.*** No noxious or offensive activity shall be conducted on any Tract that may be or may become an annoyance or nuisance to the neighborhood.

3.11 ***Signs.*** No signs shall be allowed on any Tract except as follows: (i) signs that do not exceed five square feet advertising the construction companies involved in the construction or improvements on a Tract are allowed on that Tract while such improvements are under construction; (ii) signs that do not exceed five square feet advertising a Tract for sale or lease; and, (iii) signs that do not exceed three square feet advertising a home business operated in compliance with the terms and conditions of this Declaration. No sign may extend higher than five feet above grade level. No more than three signs may be installed on any Tract at any time.

3.12 ***Rubbish, Trash and Garbage.*** No Tract shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers and disposed of at least weekly. Each Owner shall be responsible for disposing of all trash, garbage, and rubbish on such Owner's Tract in a manner that complies with all applicable local, state, and federal governmental rules and regulations.

3.13 ***Sewage Disposal.*** No individual sewage-disposal system shall be permitted on any Tract unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of state and/or local authorities. Approval of the system as installed shall be obtained from that authority. Drainage from sewage-disposal systems shall not be allowed to spill onto roads, ditches, creeks, lakes, or other similar areas or onto adjoining Tracts, either directly or indirectly.

3.14 ***Water Supply.*** No individual water-supply system shall be permitted on any Tract unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of state and/or local authorities. Approval of the system as installed shall be obtained from that authority.

3.15 ***Water Drainage.*** Catch basins and drainage areas are for the purpose of natural flow of water only, and no obstructions or debris shall be placed in these basins/areas. No Owner may obstruct or re-channel drainage flows after location/installation of drainage swales,

storm sewers, or store drains. Construction of ponds, driveways and buildings shall be done in such a manner that water shall not be caused to pool on any other Tract.

ARTICLE 4 Temporary Structures

4.01 ***No Temporary Residence.*** No structure of a temporary character, including but not limited to, a tent, shack, garage, barn, house trailer, mobile home, motor home, recreational vehicle or temporary facility, shall be used on any Tract as a residence, either temporarily or permanently.

ARTICLE 5 Business Activities

5.01 ***Home Businesses.*** The operation of home businesses within a Dwelling and/or a guesthouse/secondary residence located on a Tract is permitted subject to the requirements contained in Section 5.02, and 3.11.

5.02 ***Commercial Activity.*** Except for a home business operation in compliance with the terms and conditions of this Declaration, no commercial activity shall be allowed on any Tract.

ARTICLE 6 Livestock and Pets

6.01 ***No Commercial Operations.*** Raising of livestock and poultry shall be permitted, but no commercial operations of any kind, such as kennels, livestock feedlot operations, or poultry houses, may be maintained on any Tract.

6.02 ***Permitted Animals.*** Except as provided in Section 6.03, no more than one horse, one cow, one bull, one donkey, one mule, or one goat for each one acre of land contained within any Tract may be kept or maintained on such Tract, provided that, notwithstanding the foregoing, an Owner may keep the number of the foregoing animals necessary to apply for an agricultural tax valuation for the applicable Tract. No swine shall be raised or maintained on any Tract except as non-commercial livestock described in Section 6.03.

6.03 ***Non-Commercial Livestock and Poultry.*** Rabbits, poultry, swine and other livestock raised for non-commercial purposes, including 4-H, FFA, and vocational agricultural projects for personal use, shall be allowed.

6.04 ***Dog Containment.*** An Owner's dog(s) shall be contained within the Tract owned by such Owner.

**Article 7
Maintenance**

7.01 **Responsibility.** All maintenance and repair of Tracts, primary Dwellings, guesthouse/secondary residences, and Ancillary Buildings, together with all other improvements thereon or therein, and all lawns, landscaping, and grounds on and within a Tract shall be the sole responsibility of the Owner of such Tract.

7.02 **Entrances Walls/Signage Maintenance.** The Owner(s) from time to time of the Tracts upon which the subdivision entrance walls and signage located along FM 2434 shall be responsible for maintaining such entrance walls and signage in good condition.

**Article 8
Enforcement**

8.01 **Compliance.** Each Owner shall comply strictly with this Declaration and with all covenants, conditions and restrictions set forth herein applicable to such Owner's Tract.

8.02 **Enforcement.** Upon the violation of any provision of this Declaration by an Owner, any other Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration.

8.03 **Attorney Fees.** If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

8.04 **Waiver.** No delay, failure or omission on the part of any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto nor shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

**Article 9
General Provisions**

9.01 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in force and effect.

9.02 **Covenants Running With the Land.** These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any

right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Tract, and each Tract Owner.

9.03 **Amendment.** This Declaration may be amended only by a written amendment executed by a Required Majority of Owners. No amendment shall be effective until such amendment is recorded in the Official Public Records of Colorado County, Texas.

9.04 **Duration.** The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 30 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall automatically extended for successive periods of 10 years unless an instrument in writing executed by a Required Majority of Owners has been recorded within the year preceding each successive ten year period, agreeing to terminate same.

9.05 **Perpetuities.** If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision(s) shall continue until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

9.06 **Interpretation.** This provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive.

9.07 **Captions.** The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience of reference and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

9.08 **Gender and Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to non-individual entities or to individuals, me or women, shall in all cases be assumed as thought in each case fully expressed.

9.09 **Rights of Third Parties.** This Declaration shall be recorded for the benefit of Declarant and the Owners as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or in the enforcement of any of the provisions hereof, and the Owners have the right to extend, modify, amend or otherwise change the provisions of this Declaration in accordance with the provisions contained in this Declaration without the consent, permission, or approval of any adjoining owner or third party.

This Declaration is executed this _____ day of _____, 2021 at Columbus, Texas.

Grantor:

Leyco Legacy, LLC, a
Texas limited liability company

By: _____
Name:
Position:

By: _____
Name:
Position:

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF COLORADO §

This instrument was acknowledged before me by Kimberly Johnson, as _____ of,
and on behalf of Leyco Legacy, LLC, a Texas limited liability company, on _____,
2021.

Notary Public, State of Texas

STATE OF TEXAS §
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This instrument was acknowledged before me by Currie Luedecke, as _____ of,
and on behalf of Leyco Legacy, LLC, a Texas limited liability company, on _____,
2021.

Notary Public, State of Texas