

SECOND AMENDMENT  
OF  
DECLARATION OF RESERVATIONS  
LEGENDARY OAKS  
COUNTY OF WALLER, TEXAS

This declaration ("Declaration") made this the 15<sup>th</sup> day of December, 2014, by USIT, LLC. ("Declarant").

WHEREAS, Declarant may at any time and from to time hereafter, commit, cause or permit to be committed to this Declaration, certain land situated in Waller, County, Texas, as Declarant may elect in the exercise of its sole discretion; and, whereas, in the event Declarant elects to commit, cause or permit any such land to be committed to this Declaration, Declarant shall file, cause and permit to be filed of record in Waller County and such other county in which the applicable land is situated, one or more plats meeting the formal requirements set forth in this Declaration; and

WHEREAS, this Declaration shall cover and be applicable only to such land which Declarant shall commit, cause or permit to be committed to this Declaration by the filing of a plat or plats meeting the formal requirements set forth in this Declaration; and

WHEREAS, this Declaration shall not cover or be applicable to any land including, without limitation, land now owned or hereafter acquired by Declarant unless and until Declarant shall commit, cause or permit the same to be committed to the Declaration by the filing of a plat or plats meeting the formal requirements set forth in this Declaration; and, in such event, this Declaration shall only cover and be applicable to the lands actually committed to this Declaration in such plats and all prior and subsequent plats meeting the formal requirements hereof; and

WHEREAS, this Declaration shall never be deemed to obligate Declarant to commit, cause or permit any land to be committed to this Declaration, unless and until Declarant, in the exercise of its sole discretion, elects to commit, cause or permit the same to be committed hereto; and

WHEREAS, all powers of Declarant hereunder, at Declarant's own discretion, may be assigned by Declarant to any affiliated company or partnership of Declarant.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS THAT, Declarant hereby certifies and declares that Declarant has and does hereby establish as a general plan ("Plan") for the subdivision ("Subdivision") known as "Legendary Oaks", the following conditions ("Conditions") for the protection, maintenance, development and improvement of all land ("Subdivision Land") described in and covered by any plat or plats ("Plat" and or "Plats"), which Declarant may at any time and from time to time hereafter file of record in the county in which the applicable land is situated, provided, each Plat shall meet the formal requirements ("Formal Requirements") set forth below:

1. FORMAL REQUIREMENTS

- 1.1 The Formal Requirements of a Plat filed under and pursuant to this Declaration and for the purpose of committing the land covered thereby to this Declaration are as follows:
- (a) The Plat shall be executed by Declarant and or any person or entity acting by, through and under the authority of Declarant as set forth herein, and filed for record in Waller County, Texas and, if appropriate, any other county in which the land covered thereby is situated.
  - (b) The Plat shall contain the plat of a survey of the land covered thereby and shall be certified by a licensed public land surveyor or registered professional engineer of the State of Texas.
  - (c) The Plat shall contain the following legend: "The Plat has been filed under and pursuant to that certain ("Declaration") dated, December 14, 1999 by LEGENDARY OAKS, LTD. which Declaration is filed in Waller County, Texas under Clerk's File No. 997701 and is recorded in the Records of Waller County, Texas and all land included and covered by this Plat is hereby committed to the Declaration, which is incorporated herein and made a part hereof for all purposes".

- (d) The Plat shall subdivide the land covered thereby into one (1) or more lots ("Lot" and or "Lots") and or into one or more tracts ("Tract" and or "Tracts") which, subject to the provisions of Section 3.1 hereof, may be unrestricted at the time of filing of the Plat. Declarant, at its sole option may convey any and all lots or tracts to any affiliated company or partnership.
  - (e) The Plat may dedicate to public or private use the applicable easements for roads, streets, utilities and the like in the sole discretion of Declarant.
- 1.2 Any Plat meeting the Formal Requirements set forth above shall commit the land covered thereby to this Declaration, and such land shall then become and thereafter be part of the Subdivision Land, as herein defined.
- 1.3 All Subdivision Land shall be owned, held, leased, sold and or conveyed by Declarant, and any subsequent owner of all or any part thereof or any right, title or interest therein, subject to this Declaration and the Conditions hereof. This Declaration and the Conditions hereof, including, without limitation, each and inure to the benefit of each and every Owner thereof, or any part thereof, or any right, title or interest therein. This Declaration and the Conditions hereof shall constitute covenants running with the applicable Subdivision Land and or any part thereof, including, without limitation, each and every Lot and or Tract into which the same may be subdivided as provided herein, and shall constitute a mutual covenant and equitable servitude burdening each part of said Subdivision Land and inuring to the benefit of each other part thereof and burdening each Lot and or Tract in favor of each other Lot and or Tract.
- 1.4 The term "Owner" shall mean the owner of the fee simple title to the Subdivision Land or any part thereof, including, without limitation, any Lot or Tract. The term Owner shall include Declarant if and to the extent Declarant is owner of free simple title to the Subdivision Land or any part thereof. In the case of a contract for deed or similar instrument ("Contract" for Deed") in which Declarant is the owner of fee simple title to the Lot or Land covered thereby and is grantor in said Contract for Deed and a third party is grantee in said Contract for Deed. Declarant shall be deemed to be the Owner of the Lot or Land covered by said Contract for Deed until the third party, or the heirs, successors, assigns or legal representatives of said third party have paid twenty-five percent (25%) of the total principal amount of the purchase price provided for in said Contract for Deed, whereupon said third party, or the heirs, successors, assigns or legal representatives of said third party, shall be deemed to be the owner of said Lot or Lots so long as the Contract for Deed shall remain in good standing and no default shall occur thereunder.
- 1.5 The term "Land" shall be synonymous with "Subdivision Land", and shall mean Lot and or Tract, as the case may be.

## 2. Committee of Architecture

- 2.1 Declarant shall elect initially a Committee of Architecture ("Committee") consisting of three (3) members ("Members") who shall be natural persons.
- 2.2 The Members shall serve at will of Declarant, and the Declarant shall have the right and power at any time and from to time to time to create and fill vacancies on the committee.
- 2.3 It shall be the general purpose of the Committee to provide for maintenance of high standard or architecture and construction in such manner as to enhance the aesthetic properties and structural soundness of the developed subdivision.
- 2.4 The Committee shall be guided by and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Declaration. The judgment of the Committee shall be final, conclusive and binding. The Committee shall make available a copy of this Declaration to any Owner upon request, at the expense of the Owner.
- 2.5 The Committee shall determine whether the Conditions contained in this Declaration are being complied with; however no act or failure or refusal of the Committee to initiate action to challenge a real or threatened violation of this Declaration and the Conditions or otherwise to act on its own initiative shall be deemed to constitute waiver of any right or duty of the Committee at any time or from time to time thereafter to initiate such action and or enforce compliance with this Declaration and the Conditions. The Committee may act or refuse to act in any real or threatened violation of this Declaration and the Conditions, all in the exercise of its sole discretion.

- 2.6 The Committee shall adopt reasonable rules and regulations for the conduct of its duties. In this connection, without limitation, the Committee may fix the time and place for its regular meetings, and for such special meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any Owner upon the written consent of any one of the Members of said Committee. Said Committee shall by a majority vote elect one (1) of its members as Chairman and one (1) of its members as Secretary and the duties of such Chairman and Secretary shall such as usually pertain to such offices. And all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by majority vote and none of said rules or regulations shall be deemed to be any part of said Conditions.

### 3. Conditions

The additional conditions of this Declaration are as follows:

#### 3.1 Platting, Lot Classification, Easements:

- (a) Each Plat shall subdivide the land covered thereby into one (1) or more Lots which shall be identified by number and or into one (1) or more Tracts which shall be identified by letters.
- (b) Each Tract shall constitute land committed to this Declaration but not subdivided into a Lot or Lots and not restricted at the time of filing of the Plat. Declarant shall have the right but not the obligation at any time and from time to time thereafter to file or record a Plat or Plats subdividing any Tract or Tracts or any part thereof into one or more Lots and or Tracts and restricting, classifying and or reclassifying the same as set forth above.

Each Classification shall be binding as to Lot and or Tract usage subject to the other provisions as set forth in this Declaration and the Conditions.

- (c) Declarant hereby reserves a right of way and easement fifteen (15) feet wide along the rear lot lines of each Lot and five (5) feet wide over all other perimeter boundaries of each Lot, together with an unobstructed easement above the same for any or all utilities and drainage, including, without limitation, television and or communication cables; provided, that where said utility and drainage easements are shown on the applicable Plat in different widths and or locations, the width and location of such easements on the Plat shall control.

Declarant further reserves an easement under and above all roads and streets in the Subdivision for the purpose of installing, operating and maintaining any and all improvements in connection with the utility and drainage easements.

Declarant reserves the right to assign and or dedicate, assign and or convey said utility and or drainage easements and any rights and interests therein at any time and from time to time in Declarant's sole discretion.

This Declaration shall never be deemed to obligate Declarant to furnish, construct or maintain or cause to be furnished, constructed or maintained any road, street, utility and or drainage easement and or any improvements on any of the foregoing.

Owners shall have no cause of action against Declarant, its successors or assigns, employees and or agents, either at law or in equity, for any damage or otherwise caused by the installing, operating, maintaining, repairing and replacing the above utility and or drainage easements and or any improvement thereon.

#### 3.2 Improvement Standards

The following provisions shall be applicable to all Subdivision Land regardless of classification.

##### A.1 Structural

No building, fence, patio or other structure shall be erected, altered, added to, placed or permitted to remain on any Lot or Land until and unless the plans showing floor areas, external design, structural details and plot plan showing the ground location of the intended structure have been first delivered to the

Committee and approved in writing and a building permit issued by the Committee as to, but not limited to, the external design including color and quality, the conformity and harmony with existing or proposed structures in the Subdivision and the height of the structure insofar as it may obstruct the view of the surrounding Lots, the location of the structure on the Lot, the quality and type of materials and aesthetic qualities. No alterations in the exterior appearance of an existing building or structure shall be made without approval of the Committee. These requirements also extend to ornamental structures, fences and walls, including but not limited to the location, design, height, length and type of construction or moving of soil, which in the opinion of the Committee is a significant moving of soil. No natural drainage shall be changed, altered or diverted, without approval of the Committee. The Committee may require a reasonable fee prior to checking or appraising said plans. On any structure submitted for approval, the Committee may require changes, deletions or revisions in order that the architectural and general appearance of all such buildings and grounds be in keeping with the architecture of the neighborhood and otherwise comply with the Conditions. All structures shall conform to the requirements of the Uniform Building Code as published by the International Conference of Building Officials, current edition, and the requirements of the National Electrical Code, as published by the National Fire Protection Association, current edition, as a guide to sound construction and electrical installation practices and comply with applicable laws, ordinances, rules and regulations of the governmental authorities having or asserting jurisdiction, including, without limitation, appropriate departments of the county in which the property is located and the State of Texas, whichever are more restrictive.

Notwithstanding any other provisions of this Declaration, it is and shall remain the right, prerogative and jurisdiction of the Committee to review applications and grant approvals and building permits for exceptions to any variations from this Declaration and the Conditions. Exceptions to and variations from this Declaration and the Conditions, and, in general, other forms of deviations from these restrictions imposed by this Declaration may be made when and only when such exceptions, variances and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located in the vicinity thereof, all in the sole opinion of the Committee. Any exception and or variation made or permitted by the Committee shall apply only to the specific instance for which such exception or variation is made or permitted, and shall not be deemed to apply to any other similar situation. Without limitation, the designated maximum building height and maximum yard requirements and or any other provision herein, may be waived by the Committee, when in their opinion, such structures relate to the sound architectural planning and conform to the over all design and pattern of the development.

#### A.2 Air Conditioning Units

No air conditioning unit, evaporative cooler, or other object, which in the opinion of the Committee is unsightly, shall be placed upon or above the roof of any dwelling or other building except and unless the same is architecturally concealed from view in plans submitted to and approved by the Committee and then only when, to the satisfaction of the Committee, the same is not aesthetically objectionable and is otherwise in conformity with the over all development of the Subdivision.

#### A.3 Building Exterior

With the exception of buildings and structures constructed by Declarant, all structures must have exterior wall of at least seventy percent (75%) masonry on the street fronting walls and shall not have less than fifty percent (50%) masonry covering on the total of all exterior walls. Stucco shall be considered as "masonry" for the purpose of this paragraph. The exterior portion of all walls, that are not masonry, shall be painted or stained immediately upon completion or shall have color mixed in the final structural application, excepting acceptable woods that are commonly used without such finishes, so that all such materials shall have a finished appearance. The final color of all exterior surfaces must be approved by the Committee prior to application.

#### A.4 Tanks, Butane, Etc.

No butane, or other tank, used for the storage of gases or liquids for fuel shall be placed on a Lot or Land.

#### A.5 Fences, Walls and Hedges

No fence or wall or hedge shall be constructed on any Lot or Land nearer to any front street than is permitted for the house or building on said Lot or Land. The height, construction material and style of

each fence or wall shall be subject to approval of the Committee, provided no fence or wall exceeding seven (7) feet in height shall be built on any Lot or Land. Any fence constructed on the golf course shall be of wrought iron not to exceed four (4) feet in height.

A.6 Elevated Structure Design

Other than buildings and structures constructed by Declarant, no structure on any Lot or Land shall be constructed or placed upon "stilts", pilings, piers, etc.

A.7 Yard Lighting

Structures constructed on all Lots or Land will be required, before completion to place near the street servicing the Lot or Land, a decorative electric yard light. The type and location of light shall be selected and controlled by the Committee. Such light shall not exceed six and one-half (6 ½) feet in height and shall be controlled by a light sensitive switch. Each yard light and light sensitive switch for same shall be maintained by the Owner in a manner so that the light shall burn all night.

A.8 Utilities

All utilities and utility services on all Lots or Land shall be installed underground and no above surface utility wires will be installed on any Lot or Land outside any structure.

A.9 Plumbing and Sewage

All structures shall be completed and approved plumbing and sewerage installations before occupancy. Such plumbing shall conform to the requirements of the Uniform Plumbing Code as published by the Western Plumbing Association, current edition, as a guide to sound plumbing practices, and shall comply with all laws, ordinances, rules and regulations of governmental authorities having and asserting jurisdiction.

3.3 Land Use – General

The following provisions shall be applicable to all Subdivision Land regardless of Classification:

B.(1) Advertising

No sign, advertisement, billboard or advertising structure of any kind shall be erected or allowed on any of the unimproved Lots or Lands and no signs shall be erected or allowed to remain on any Lots or Land, improved or unimproved, except as erected or approved by Declarant.

B.(2) Building Area

No Lot shall be resubdivided or reclassified; provided Declarant may resubdivide and or reclassify Lots and or Tracts as provided in Section 3.1 hereof. No structure shall be erected, placed or maintained on any portion of any Lot, which portion has an area of less than a full Lot as designated on the applicable Plat. If one structure is constructed on an area consisting of more than one (1) Lot, the combined area, for the purpose of set back requirements shall be considered one (1) Lot.

B.(3) Garages and Carports

All Lots shall provide for at least one (1) garage capable of housing at least two (2) full size automobiles. Such structure shall be connected to the main structure. The connection may be by a breezeway. All garage shall be enclosed. No unsightly storage shall be permitted which is visible from the street. No trucks in excess of one (1) ton capacity, or unsightly vehicles or other matter shall be stored or kept for any purposes, including repair, on any Lots or Land or driveways. Such storage must be in enclosed garages or storage facilities protected from the view of the public and streets within the Subdivision and other residents of the Subdivision.

B. (4) Water Supply

No individual water well shall be allowed on any Lot or Land where water is made available to such Lot or Land from a central water system. The Owner of a Lot or Land shall use the water from a central water system where the system is made available to such Lot or Land from the central water system supply.

**B.(5) Occupancy, Parking and Mobile Occupancy**

No mobile home, trailer, tent, lean-to, shack or other temporary structure of any nature shall be used for occupancy, or placed upon any Lot or Land or road or street that is not specifically designed. No garage, servant's quarters or guest cottage shall be constructed on any Lot prior to the construction of the main residence, residences or commercial structures. No building material of any kind of character shall be placed or stored upon any Lot or Land until Owner has his plans and specifications approved by the Committee and has obtained a building permit from same and construction has commenced, and then such materials must be stored solely within Lot lines.

No house trailer, camper, mobile home or any such vehicle designed for living or camping shall be parked within the Subdivision, nor shall any such vehicle remain more than a two week period in the Subdivision. No boat and or boat trailer shall be permitted to remain more than a two week period on any street or driveway exposed to public view except as provided above.

Both prior to and after occupancy of a dwelling on any Lot, the owner shall provide appropriate space for off-the-street parking for his vehicle or vehicles.

**B.(6) Dust and Erosion Control**

Under no circumstances shall the Owner of any Lot or Land disturb the natural soil or grasses unless the Owner immediately thereafter, constructs on, paves, gravels or replants such disturbed areas with ground cover approved by the Committee.

**B.(7) Easements**

Easements for installation, operation, maintenance, repair and replacement of utilities and drainage, including the trimming and or removal of trees and brush for drainage facilities, are reserved as shown on the applicable Plat and or as set out in the Declarations. Within these easements, no structure, fences, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels. The easements include, without limitation, the right of ingress and egress thereon at reasonable times to such easements for construction, maintenance, repair and replacement purposes, without consent or approval of the Owner of the applicable Lot or Land and without compensation or redress to the Owner of Lot and Land by reason of such construction, maintenance, repair or replacement. Any improvements placed in the easement area by the Owner of any Lot or Land may be removed and replaced by the Declarant and or any person or entity having any right, title or interest in the easement, including, without limitation, any public authority or utility company, all without liability to any at the expense to the Owner of said Lot or Land. The easement area of each Lot or Land and all improvements thereon shall be maintained continuously by the Owner of the Lot or Land covered by said easement, except for those improvements which are owned by the Owner of the easement such as the applicable public authority or utility company.

**B.(8) Electrical Power**

No source of electrical energy shall be brought to the Lot or Land or used upon any Lot or Land unless and until the Committee has approved plans and specifications for the erection of the permanent improvements to be located on said Lot or Land. The Owner of such Lot or Land shall pay for connecting charges by the utility company, including individual or semi-individual transformers and or meters required.

**B.(9) Occupancy of Structures**

No structure shall be occupied or used for the purpose for which it is designed or built or for any other purpose until the exterior shall have been completed and the structure connected to an acceptable sanitary sewer which has been approved by the Committee and a certificate to that effect shall have been issued by the Committee. With reasonable diligence, and in all events, within four (4) months from the commencement of construction, unless an extension of this time is specifically approved in writing by the

Committee, any structure commenced shall be completed as to its exterior and all temporary structures shall be removed, and within thirty (30) days thereafter, all materials stored or used for construction, including the contractor's temporary offices, chemical toilets, construction debris and related facilities shall be removed.

B.(10) Hunting and Firearms

No hunting shall be allowed in the Subdivision and any discharge of firearms is strictly prohibited.

B.(11) Storage of Tools and Trash

The storage of tools, landscaping instruments, household effects, machinery or machinery parts, trailers, empty or filled containers, boxes or bags, trash, materials or other items that shall, in the opinion of the Committee, in appearance detract from the aesthetic values of the property, shall be so placed and stored to be concealed from view of all public rights of way and the Owners of the other Lots or Land. Trash for collection may be placed in enclosed sanitary containers at the street right of way line on regular collection days for a period not to exceed twelve (12) hours prior to pick up. Trash, garbage or other waste and debris shall at all times be kept in enclosed sanitary containers. Any incinerator or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary and sightly condition. Storage of junk, inoperative or unlicensed cars and other unsightly objects on any Lot or Land is expressly prohibited.

B. (12) Grass and Weeds

The Owner of each Lot and Land shall keep grass, weeds and vegetation (except as part of the landscaping plan as approved by the Committee), trimmed or cut so that the same shall remain in a neat and attractive condition. Upon any failure of the Owner to comply with this requirement, within thirty (30) days after notice by the Declarant and or the Committee to said Owner of such condition, Declarant and or the Committee agent may enter upon said Lot or Land to comply with said request at the expense of the Owner, provided that the same shall not exceed One Hundred Dollars (\$100.00) plus \$15.00 Certified Letter Charge per Lot per each notice, which amount may be increased from time to time at the discretion of the Committee.

B.(13) Drilling and Mining

No water well, oil, gas or mineral mining, exploring, drilling, development, refining, quarrying or other operations of a related nature shall be permitted upon or in any Lot or Land without the prior written authorization of the Committee.

B.(14) Easements

All Lots and Land in the Subdivision are and shall be expressly subject to any and all easements and rights of way of record and are subject to natural drainage easements.

B.(15) Mineral Rights

Subject to outstanding mineral and or royalty interests, if any, relative to any Lot or Land, Declarant reserves unto itself, all minerals on, in and under each Lot or Land, but waives any and all rights of ingress and egress on the applicable Lot or Land for any purpose having to do with said minerals, including with limitation, exploring, mining or otherwise.

B.(16) Livestock, Poultry and Pets

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes and are not kept in quantities which create an annoyance or nuisance to the neighborhood. All dogs must be kept within its owner's fenced yard or on a leash.

B.(17) Landscaping

No trees, plants, shrubs or foliage shall be planted, kept or maintained in such a manner as, in the opinion of the Committee, shall create a serious potential hazard to the other residents of the area.

B.(18) Side Yard Setback –Reverse Corner Lots

In the case of a reversed corner Lot, there shall be a side yard setback on the street side of the corner Lot or not less than the front yard requirements for the Lots in the rear or such corner Lot.

C.(1) Maximum Building Height

No structure shall exceed thirty-two 32 feet above natural contour line of the applicable Lot.

C. (2) Minimum Yard Requirements

Except as specified to the contrary on the Plat, which specification shall control, the following shall apply:

- (a) Front yard setbacks shall conform to a minimum depth of twenty five (25) feet from the front property line to the closest structural projections, including porches, but not including eaves, overhangs, planters or fireplaces.
- (b) A principal structure shall provide total side yards of not less than fifteen (15) feet with not less than five (5) feet on one (1) side. Corner Lots shall maintain a minimum setback of twenty-five (25) feet from the side street line.
- (c) A rear yard shall be maintained of at least fifteen (15) feet from the property line to the nearest building line.

C.(3) Maximum Area of Dwelling

Notwithstanding uses permitted herein, no more than fifty percent (50%) of the total Lot area shall be used for the Dwelling and other structures.

C.(4) Minimum Dwelling Unit Size

All residences shall require not less than the following number of square feet or ground on first floor living area:

Twenty-Five Hundred (2500) square feet: excluding carport, garage, covered porches, covered contiguous patios or other similar appendages for all Lots.

#### 4. Special Provisions

4.1 Nuisances

No noxious or offensive activities shall be carried on upon any Lot or Land, nor shall anything be thereon which may be or may become an annoyance or nuisance to the Subdivision.

4.2 Maintenance Fees and Property Owner's Association

Each Lot and Tract, except those owned by Declarant, shall be subject to an annual maintenance fee, payable January 1, in advance each year. Said fee shall be established and collected by Declarant, its successors or assigns, until the formation of a Property Owner's Association ("Association") as herein provided.

Until the formation of the Association, as herein provided, Declarant establishes said fee at Three Hundred Fifty and No/100 Dollars (\$350.00) per Lot, or dwelling unit thereon, whichever if the greater. When the Association has been formed, the Association shall have the right at any time to reduce and or increase the maintenance fee, to the extent it deems such reduction and or increase to be in the best interest of the Subdivision; provided such increase or reduction is uniform as to all Lots in the Subdivision.

All maintenance fees shall be deposited in a fund to be maintained and used by Declarant for the purpose of improving and maintaining street, parkways and easements, security protection, maintaining and operating the water system and all other purposes necessary or desirable in the sole opinion of Declarant to benefit the Subdivision; provided that when fifty percent (50%) of the Lots in the Subdivision have been



deeded to the Owner thereof, excluding Declarant, the maintenance fees shall be deposited in a fund to be maintained and used by the Association for the above stated purposes and such other purposes as may be necessary or desirable in the opinion of the Association to benefit the Subdivision. Maintenance funds may also be used for the maintenance of private property in the Subdivision, including the private property of Declarant in the Subdivision and the Ancillary Facilities whether or not the same are in the Subdivision. In addition and without limitation of the foregoing, the collection, maintenance and use of maintenance fees and funds shall never be deemed to impose any duty or obligation to Declarant and or the Association to improve and maintain street, parkways and easements, security protection, maintaining and operating water system or otherwise beyond use of the maintenance funds on hand and available for such use after allowing for reasonably anticipated future expenses of like nature and contingencies.

The Association shall be formed when fifty percent (50%) of the Lots in the Subdivision have been deeded to the Owners thereof, excluding Declarant. The Association shall act by vote of a majority in interest of the Owners of the Subdivision Land, voting in accordance with its procedures and established in accordance with its Bylaws. All Owners of Lots and or Land, including Declarant, shall be members of the Association. The Association may be a corporation organized under the Texas Non-Profit Corporation Act.

The obligation to pay the maintenance fee shall be secured by a lien on each Lot in favor of the Declarant until the Association is established as set forth herein and thereafter in favor of the Association, but it is expressly provided such lien shall in all respects be subordinate and inferior to any and all liens previously or subsequently voluntarily placed on said Lots by Declarant and or by the Owners of said Lots; provided any foreclosure of said voluntary liens by judicial or nonjudicial foreclosures shall be expressly subject to the lien securing the maintenance fees provided for herein and provided such judicial or nonjudicial foreclosure shall never extinguish or be deemed to extinguish the lien securing any maintenance fees which may then be due or may become due thereafter.

#### 4.3 Minerals and Royalties

This Declaration is expressly subject to the oil, gas and or minerals and or royalty interest, if any, which are outstanding of record affecting the applicable portions of the Subdivision Land.

#### 4.4 Certain Rights of Declarant

Declarant shall have the right but not the obligation at any time and from time to time to cause or permit the owners of other land adjoining or in the vicinity of the Subdivision to commit said lands or any part thereof to the Declaration and the Conditions thereof, and in such event Declarant may delegate any or assign all or part of the rights and privileges, duties and obligations of the Declarant under the Declaration to the owner of such other land, subject to the following terms and conditions: In the event Declarant exercises the rights herein reserved, Declarant shall execute and deliver to the owner of such other land an instrument in writing and in recordable form wherein Declarant shall grant said right to said owner. Said instrument shall contain a legal metes and bounds description of the land as to which said right is granted and said instrument shall contain a specific grant of any and all rights and privileges, duties and obligations of the Declarant under the Declaration which may be delegated and or assigned to the owner of said other land with respect to said other land if and to the extent the owner thereof shall commit the same to this Declaration. All rights and privileges and all duties and obligations of the Declarant not expressly delegated and or assigned in such instrument shall be deemed to be reserved to be reserved to and may be exercised by Declarant as to such other land if and to the extent owner thereof shall commit the same to this Declaration. Upon receipt of the above instrument and at any time and from time to time thereafter the owner of such other land shall have the right but not the obligation to commit any or all of such land to this Declaration by filing a Plat meeting the Formal Requirements hereof, except that such Plat shall be executed by such other owner and or the successors and assigns of such other owner in lieu of Declarant.

### 5. General Provisions

#### 5.1 Duration

The covenants and Conditions of this Declaration shall run with the Subdivision Land and shall be binding upon all parties and all persons claiming under them for a period of twenty five (25) years from the date

this Declaration is filed for record in Waller County Texas, after which time the covenants and Conditions shall be automatically extended for successive periods of ten (10) years unless terminated by an instrument of termination meeting the following requirements.

The instrument of termination shall be in writing and shall be executed and acknowledged by the then Owners of a majority in interest of fee title to the Subdivision Land (excluding the Subdivision Land included in roads and streets), and must be filed of record in Waller County, Texas. The instrument of termination shall be effective to terminate this Declaration and the Conditions at the expiration date of the initial twenty five (25) year term if said instrument of termination is filed or record as set forth above during any ten (10) year period of extension and shall be effective to terminate this Declaration and the Conditions at the end of the said ten (10) year period of extension.

## 5.2 Amendments

This Declaration and any or all of the Conditions set out herein may be amended by an Instrument of amendment meeting the following requirements. The instrument of amendment shall be in writing and shall be executed and acknowledged by the then Owners of a majority in interest of the fee title of the Subdivision Land (excluding the portion of the Subdivision Land included in road and streets) and must be filed of record in Waller County, Texas. Without limitation, the instrument of amendment may amend Section 5.1 hereof. The instrument of amendment shall be deemed to be effective on the date the instrument of amendment is filed of record in Waller County, Texas. Any amendment to this Declaration shall be binding on all Lots and Owners after the effective date thereof, but shall apply to any building or structures not started at the time of such effective date.

## 5.3 Notices

Any notice required to be sent to an Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Owner on the records of Declarant (or after fifty percent (50%) of the Lots in the Subdivision have been deeded to the Owners thereof, excluding Declarant, the records of the Association) at the time of such mailing. This Section shall never be deemed to obligate Declarant and or the Association to maintain records or addresses or to give notices. It shall be the duty of each Owner to keep Declarant and or the Association currently advised as to the address of Owner.

## 5.4 Declarant

The term "Declarant" shall mean the above named Declarant, its successors and assigns, and shall include any person or entity to which Declarant may assign and or Delegate its rights and privileges and duties and obligations hereunder, which rights and privileges, duties and obligations are and shall be assignable. In this connection, Declarant shall have the right but not the obligation to assign its rights and privileges, duties and obligations, in whole or in part, to any persons, civic group and or Association. Declarant shall be relieved of any and all responsibility under the Declaration if and to the extent Declarant shall make such assignments.

## 5.5 Severability

In the event that any of the provisions of this Declaration conflict with any other provision hereof and or with the applicable Plat, the more restrictive provision shall govern. In this connection, without limitation, Declarant shall have the right as its election to impose additional special conditions on any Lot or Lots which special conditions, if any, shall be set forth on the face of the Plat and or in a separate instrument filed at the same time and in connection with said Plat. Said additional special conditions shall be binding on the particular Lot or Lots covered thereby and shall be deemed to be part of the Conditions of this Declaration.

If any paragraph, section, sentence, clause or phrase of the Conditions and covenants herein contained shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases and or shall become or be illegal, null and void.

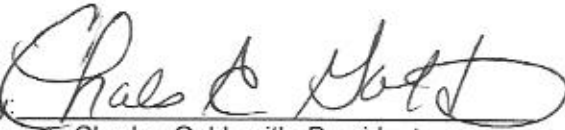
5.6 Enforcement

If any Owner of any Lot or Land shall violate or attempt to violate this Declaration or any of the Conditions or covenants herein, it shall be lawful for Declarant, the Committee or any Members thereof, the Association, or any Owner of any Lot or Land of the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate this Declaration or any such Conditions or covenants and to prevent such violation or threat of violation, including reasonable attorney's fee and in general to pursue and seek other remedies and or relief as may be permitted at law and or in equity, including, without limitation, specific performance. Without limitation, in order to enhance and protect the value of the Lots described herein, the right to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any Conditions either to prevent such violations or to recover damages or other dues for each violation is also expressly reserved to Declarant, however, this Section shall never be deemed to obligate Declarant to threaten or prosecute any proceeding in law or equity, or otherwise enforce this Declaration or the Conditions.

Breach of any of the Conditions or covenants hereof by any Owner shall not in anywise affect any valid mortgage or lien made by said Owner or a predecessor or successor in title of such Owner; provided said mortgage or lien was made in good faith and for value and not made for the purpose of defeating the purposes of such Conditions or covenants.

IN WITNESS WHEREOF, USIT, LLC. has caused its name and seal to be hereunder affixed by its officers thereunto duly authorized, this 15<sup>th</sup> day of December, 2014.

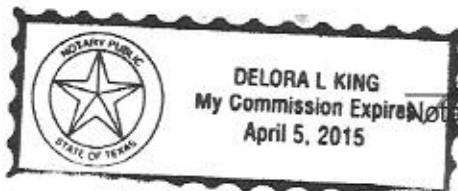

USIT, LLC  
a Texas Limited Partnership

By:   
Charles Goldsmith, President  
USIT, LLC a Texas  
limited liability company,  
General Partner

STATE OF TEXAS           §  
  §  
COUNTY OF WALLER   §

On this 15<sup>th</sup> day of December, 2014, before me, the undersigned officer, personally appeared Charles Goldsmith, who acknowledged himself to be the President of USIT, LLC, a Texas limited liability company, such LLC being the general partner of USIT, LLC, a Texas limited partnership, and in his stated capacity being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as such officer.

IN WITNESS WHEREOF, I have unto set my hand and official seal.

   
Notary Public in and for the State of Texas

## FILED AND RECORDED

**Instrument Number: 1501056**

Filing and Recording Date: 02/18/2015 09:40:28 AM Pages: 12 Recording Fee: \$56.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



*Debbie Hollan*

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Debbie Hollan, County Clerk  
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Jenifer Deutrich, Deputy

Returned To:  
CHARLES GOLDSMITH  
59 WINCREST FALLS DR  
CYPRESS, TX 77429