

**DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE LEGENDS OF BUFFALO RIDGE SUBDIVISION – PHASE II**

This Declaration of Covenants, Conditions, and Restrictions for The Legends of Buffalo Ridge Subdivision – Phase II (hereinafter referred to as “Declaration”) is made effective as of the date of filing.

WHEREAS, the Declarant, as defined below, is the owner of the real property known as The Legends of Buffalo Ridge Subdivision, Phase II, Erath County, Texas, as referred to in Article II hereof and described on the Final Plat of the Subdivision recorded in the Plat Records, Erath County, Texas, which is incorporated herein by reference and made a part hereof for all purposes; and

WHEREAS, this Declaration sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the Declarant; and

WHEREAS, the Declarant desires to maintain thereon a gated community with recreational and residential lots, private streets, open spaces and other common improvements for the benefit of the community; and

WHEREAS, the Declarant desires to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said open spaces, private streets and other common improvements; and, to this end, desires to subject the real property referred to in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easement, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each and every owner of any part thereof; and

NOW, THEREFORE, Declarant declares that the real property referred to in Article I, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I DEFINITIONS

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

- (a) “Architectural Control Committee” shall mean and refer to the architectural control committee described in Article XI hereof.
- (b) “Common Properties” shall mean and refer to those areas devoted to the common use and enjoyment of the Owners and include the following: all common streets and drainage systems and recreational facilities to be placed as shown on the Plat.
- (c) “Declarant” shall mean and refer to G & W Mountain Ranch, LLC, a Texas limited liability company, its successors, or appointees, which will have the power, duty and responsibility of maintaining and administering the Common Properties during the Declarant Control Period, as defined herein, and during such Declarant Control Period, will have the right to administer and enforce these Covenants and Restrictions.
- (d) “Declarant Control Period” shall mean the period of time extending from the effective date of these Restrictions until such time as the Declarant has sold and conveyed the last of the Lots owned or held by Declarant to third party Owners (herein called the “Control Transfer Date”).
- (e) “Lot” shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot thereon. Some portions of the Common properties may be platted as a “lot” on the recorded subdivision plat, however, these lots shall be excluded from the concept and definition of lot as used herein.
- (f) “Member” shall mean and refer to each lot Owner as provided in Article III hereof.
- (g) “Owner” shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration. The foregoing is not intended to include person or entities who hold an interest merely as security for the performance of an obligation.
- (h) “Properties” shall mean and refer to the properties subject to this Declaration, together with such additions as may hereafter be made thereto (as provided in Article II).

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.01. Existing Properties. The Properties which are, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration are located in Erath County, State of Texas, and are more

particularly described on the recorded Plat(s) for The Legends of Buffalo Ridge Subdivision, which are incorporated herein by reference for all purposes.

ARTICLE III PROPERTY RIGHTS IN THE COMMON PROPERTIES

3.01. Members Easements of Enjoyment. Every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a non-exclusive right and easement of use and enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title of every lot, provided, however, such easement shall not give such person the right to make alterations, additions, or improvements to the Common Properties.

3.02 Government Easements. The County is hereby granted an easement on the private streets as shown on the Plats of The Legends of Buffalo Ridge Subdivision for the purpose of providing unrestricted use of such common property for utilities and the maintenance of same. This easement shall extend to all utility providers, including telecable companies operating within the Subdivision. The County shall also have the right of access on such common properties for any purpose related to the exercise of a governmental service of function, including, but not limited to, fire and police protection, inspection, and code enforcement This easement further permits governmental authorities to remove any vehicle or obstacle within the private street, that impairs emergency access. Nothing to this easement grant shall obligate the County to pay for any portion of the cost of construction or maintaining a private street.

ARTICLE IV DECLARANT'S RIGHTS AND RESERVATIONS

4.01. Period of Declarant's Rights and Reservations. Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Common Area from the date hereof, until the earlier to occur of (i) the Control Transfer Date or (ii) Declarant's written notice to the Owners of Declarant's termination of the rights described herein. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance of a Lot by Declarant to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by Declarant. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

4.02. Right to Construct Additional Improvements in Common Area. Declarant shall have and hereby reserves the right until the Control Transfer Date without the consent of any other Owner, but shall not be obligated, to construct additional improvements within the Common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Owners. Declarant shall, upon the Control Transfer

Date, convey or transfer such improvements to the Owners an undivided interest in same and the Owners shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

4.03. Declarant's Rights to Use Common Areas in Promotion and Marketing of the Property. Declarant shall have and hereby reserves the right to reasonable use of the Common Area in connection with the promotion and marketing of land within the boundaries of the Property. Without limiting the generality of the foregoing, Declarant may erect and maintain on any part of the Common Area such signs, temporary buildings and other structures as Declarant may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Property; may use vehicles and equipment within the Common Area for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Property, who are not Owners, to use the Common Area at reasonable times and in reasonable numbers.

4.04. Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserves the right, without the consent of any other Owner, to grant or create temporary or permanent easements, for access, utilities, pipeline easement, cable television systems, communication and security systems, drainage, water and other purposes incidental to development, sale, operation and maintenance of the Development, located in, on, under over and across (i) the Lots or other property owned by Declarant, (ii) the Common Area, and (iii) existing utility easements. Declarant also reserves the right, without the consent of any other Owner, to (i) grant or create temporary or permanent easements for access over and across the streets and roads within the Development.

4.05. Amendments by the Declarant. The Declarant shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to unilaterally amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record, if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, to make, purchase, insure or guarantee mortgage loans on the Lots; (d) to satisfy the requirements of any local, state or federal governmental agency; and (e) to correct 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. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. Additionally, Declarant shall have and reserves the right at any time and from time to time prior to the Control Transfer 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 permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy related devices or equipment which did not exist or were not in common use in residential Developments at the time this Declaration was adopted. Likewise,

the Declarant shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the jointer 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 prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the property values within the Development.

ARTICLE V USE OF COMMON PROPERTIES

The Common Properties may be occupied and used as follows:

5.01. Restricted Actions by Owners. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance of which will result in the cancellation of or increase of any insurance carried by the Owners. No Waste shall be committed in or on the Common Properties.

5.02. Damage to the Common Properties. Each Owner shall be liable to the Declarant and/or all other Owners for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, pets, tenants, or invitees.

ARTICLE VI USE OF PROPERTIES AND LOTS; PROTECTIVE COVENANTS

The Properties and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied, and used as follows:

6.01. Restricted Use. Use of the Common Properties shall be limited to Members, their families and guests. No person or entity shall use any portion of the Common Properties to: (i) solicit, promote, or conduct business, religious, political, or propaganda matters; or (ii) distribute hand bills, newsletters, flyers, circulars, or other printed materials.

Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for agricultural use. If Owner subsequently wishes to change the use of all or a portion of their Lot, it may be changed to single family residential purposes only. No Owner or other occupant shall use or occupy such Owner's Lot or permit the same or any part thereof to be used or occupied, for any purpose other than as an agricultural Lot or private single family detached residences of the Owner or such Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex, duplex apartment, other apartment uses, or short-term leases or rentals with terms less than a year (VRBO, Airbnb, etc.). No Lot may be further subdivided, without exception whatsoever.

6.02 Minimum Floor Space. All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, patios, terraces, or breezeways attached to the main dwelling. The main living area of each residential structure shall have a minimum living area of 1,450 square feet.

6.03 Building Setback Requirements. All front, side, and rear setbacks must be approved by the Architectural Control Committee, and must meet the requirements of the applicable governmental authorities and the requirements of the Plat; provided, however, no structure of any kind (either dwelling or accessory structures) shall be nearer than thirty feet (30') to any side property line nor nearer than forty (40') to any front or rear property line of any Lot. The location of the main residence on each Lot and the facing of the main elevation with respect to the street shall be subject to the written approval of the Architectural Control Committee. No building or structure of any type shall be erected on any Lot nearer to the Property lines indicated by the minimum building setback line on the Plat.

6.04 Height. No building or structure on any Lot shall contain more than two (2) stories or exceed, in height, the maximum height allowed by the applicable governmental authorities, such height to be measured and determined in accordance with the method approved by such governmental authorities.

6.05 Driveways. Each Lot must be accessible to the adjoining street by a driveway suitable for such purposes and approved in writing as to design, materials, and location by the Architectural Control Committee before the residential structure located on such Lot may be occupied or used. Driveways shall be constructed of gravel, "chip and seal," asphalt or concrete construction, from the Common Road to the garage.

6.06 Utilities. Each residence situated on a Lot shall be connected to the overhead electric lines as soon as practicable after same are available at the Lot line or across the Common Road from the Lot line.

The owner of each Lot shall have the right, subject to the approval of and permitting by all appropriate governmental entities if required, to have and maintain no more than one (1) producing water well on the Lot for the Owner's personal and domestic consumption in connection with the ownership of that Lot. In the event that the well does not provide sufficient amounts of water for the Owner's personal and domestic consumption, Declarant may allow an additional well or wells as reasonably required. Each Owner is strictly prohibited from selling any water commercially from any well. The drilling and operation of any well shall meet the approval of federal, state, county or municipal regulatory authorities entitled by law to approve, regulate or supervise same, and obtaining such approval and the cost related thereto shall be the sole responsibility of the Owner.

Declarant makes no representations or warranties of any kind, express or implied, with respect to (1) whether the Owner will be allowed by appropriate governmental authorities to drill a water well, (2) whether water will be found on any Lot, (3) the quantity of what

available to any Lot now or in the future, or (4) whether any water found on any Lot will be potable (safe to drink). Each Owner acknowledges that the topography of any given Lot may affect the availability, quality or quantity of any water.

6.07 Construction Requirements.

- (a) A portable toilet as required by the applicable governmental authorities will be required during building construction.
- (b) The exterior surface visible from the common road or roads (“the front wall”) of all residential dwellings shall be constructed of glass, brick, brick veneer, stone, stone veneer, stucco, or other materials approved by the Architectural Control Committee. Notwithstanding the foregoing requirement for brick, brick veneer, stone, stone veneer, or stucco construction (all of the foregoing comprising a typical masonry exterior), it is expressly acknowledged and permitted hereunder as an acceptable alternative, for a “modern farmhouse” exterior. That is, use of a hardiplank or similar material presented in a vertical orientation encompassing the majority of the exterior of the residential structure, coupled with a standing seam metal roof, giving a modern appearance to what would otherwise typically be regarded as an historic farmhouse. Any presentation of a modern farmhouse appearance will ultimately be subject to the approval of the Architectural Control Committee, in its sole determination and discretion. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence. No previously used materials shall be permitted on the exterior of the residential structures located within the Properties, without the prior written approval of the Architectural Control Committee.
- (c) The buildings constructed on the Lots must have at least a two-ply composition roof or a standing seam metal roof. The roof pitch of any structure shall be 6/12 minimum. Exterior paint and stain colors shall be subject to the written approval of the Architectural Control Committee.
- (d) Each residential structure shall have installed on the outside wall thereof a service riser conduit, the location and length of such conduit to be subject to the written approval of the Architectural Control Committee; provided, however, no such conduit shall be visible from streets, Common Properties, or adjoining Lots.
- (e) No above ground level swimming pools shall be installed on any Lot.
- (f) Retaining walls must be constructed entirely out of materials approved by the Architectural Control Committee. Retaining walls shall be limited to 4'0" in height. Where grade changes are greater than 4'0", a series of walls in terraces may be required.

6.08 Building Permits. The Building Inspector, if any, of the applicable governmental authorities is hereby authorized and empowered to revoke, as the case may be, any and all permits for construction or improvements of any kind or character to be erected on any Lot, if such improvements do not conform to and comply with these Covenants and Restrictions.

6.09 Garages and Servants Quarters. Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. Detached garages, carports, servants' quarters, and storage rooms are subject to the prior approval by the Architectural Control Committee, in its sole discretion. No garage shall ever be changed, altered, reconstructed, or otherwise converted for any purpose inconsistent with the garaging of automobiles. No garage shall face a residential street or any of the Common Properties.

6.10 Fences. No fence, wall, or hedge shall be erected, placed, or altered on any Lot without the prior written approval of the Architectural Control Committee and the design of and materials used in the construction of fences shall be subject to the prior written approval of the Architectural Control Committee. No fence, wall, or hedge shall be erected, placed, or altered on any Lot nearer to any street than the minimum building setback line indicated on the Plat, unless otherwise permitted by the Architectural Control Committee and in accordance with the requirements of the applicable governmental authorities. Chain link fences are permissible for dog runs. Dog runs shall be contained within the property and hidden from neighboring views and streets. All service and sanitation facilities, clothes lines, woodpiles, tool sheds, and air conditioning equipment must be enclosed with fences, walls, and/or landscaping so as not to be visible from the adjoining lots and residential streets. Upon submission of a written request, the Architectural Control Committee may, from time to time, at its sole discretion, permit Owners to construct fences or walls which are in variance with the provisions of this paragraph where, in the opinion of the Architectural Control Committee, the fence or wall is an integral part of the home. Fencing shall be constructed in accordance with the following restrictions based on the location of such fencing:

(a) Front Yard Fencing. Fencing will be allowed to extend from the perimeter of a dwelling to the side or rear property lines, provided however such fence shall be set back at least ten feet (10) from the primary perimeter dwelling wall facing the street. Fencing shall be of wood materials provided that such wood fence is of spruce material or better, has slats which are installed vertically only (not horizontally or diagonally), or T-post with at least five-strand smooth wire, no climb wire and/or with cedar staves, a pipe fence with the pipe at least four inch circumference and painted to compliment the house trim color and is no higher than six feet (6').

6.11. Trash Receptacles and Collection.

(a) All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for trash. All trash shall be kept in adequate containers, which shall be constructed of metal, plastic, or masonry materials, with tightly fitting lids, or other containers approved by the applicable governmental authorities, and which shall be maintained in a clean and sanitary condition.

(b) All trash containers must be kept out of sight of the street and all public view, except for the designated time before and after the Collection Day. This designated time shall be no earlier than the night before the day of trash collection and shall again be taken out of sight of the public view no later than the night of the collection day. Generally, trash containers should be left on

the curbside no later than 7:00 a.m. of the collection day, away from any obstructions that may interfere with collection.

(c) No Lot shall be used for open storage of any materials whatsoever that are visible from the Common Road, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and maybe maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No trash of any kind shall be burned on a lot. Care should be taken when loading trucks and hauling trash to prevent spillage while in transit. A trash container enclosure will be required on each construction site. At the end of each work day, materials must be stored neatly, and all trash placed in the trash enclosure.

(d) Recreational and Agricultural Use Variances. Notwithstanding any provision within these restrictions, Lot Owners may request variances from compliance with design, construction or any other requirement detailed within the restrictions on any Lot without exception whatsoever. Variance approval is subject to review of the proposed improvement or variance by the Declarant and approval if granted is in Declarant’s sole discretion.

6.12 Temporary Structures. On Lots that have not be converted to a single-family residential use by the Lot Owner, no temporary structure of any kind shall be erected or placed upon any such Lot that is visible from the Common Road. No residence, house, garage, or other structure appurtenant thereto shall be moved upon any Lot from another location, unless specifically approved by the Declarant in writing as a variance to these restrictions.

6.13 Vehicles. Any commercial truck, bus, boat, boat trailer, trailer, horse or stock trailer, camper, motorcycle, or any motorized vehicle other than a conventional automobile shall be stored, placed, or parked within the garage of the appropriate owner or so as to be completely hidden from view from the Common Road. No vehicle of any size which transports inflammatory or explosive cargo may be parked or stored within the property at any time.

6.14 Utility Services.

(a) Surface mounted mechanicals must be screened from view and grouped together away from street/public view. All streets, sidewalks, and easements shown on the recorded plat of the Property have been reserved for the purposes indicated. No Owner may erect any structure of any type whatsoever in these easement areas, nor may any Owner use the surface of an easement area for any private use. With respect to these easement areas, as well as any other areas described within recorded easement documents, or in the Common Properties, any and all bona fide public utility service companies (including, but not limited to United Electric COOP) shall have the right of access, ingress, egress, regress, and use of the surface estate and/or necessary underground area for the installation and maintenance of utility facilities.

(b) Except as to any special street lighting or other area facilities that may be required by law or by the franchise of any utility company, no area utility facilities of any type (except meters, risers, service pedestals and other service installations necessary to maintain and operate appropriate underground facilities) shall be erected or installed within the Property, whether upon Lots, easements, streets, sidewalks, or right-of-way of any type, either by the utility company or any other person or entity, (including but not limited to any person owning or acquiring any part of the Property) and all utility service facilities (including, but not limited to water, sewer, gas, electricity and telephone) shall be buried underground, under recreational easements, common properties, streets, sidewalks, or utility easement areas for the purpose of serving any structure located on any part of the Property.

6.15. Offensive Activities.

(a) No obnoxious or offensive activity shall be carried on or upon the properties or any part thereof, nor shall anything be done or maintained thereon which may disturb the neighborhood or occupants of adjoining property, or detract from its value as an attractive residential community. Without limitation, no horns, bells, or other sound devices, excluding security devices, shall be used or placed on the property. Pets shall not be permitted to run at large. Habitually barking, howling, or yelping pets shall be deemed a nuisance. There shall be no yard maintenance that may be obnoxious or offensive before 7:00 AM. All outside activities that may be obnoxious or offensive shall conclude by 10:00 PM.

(b) Any complaints as to Offensive Activities should be brought to the attention of the Code Enforcement Department of the Sheriff's Department of Erath County, Texas, as these are county code violations.

6.16. Duty of Maintenance.

(a) Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds, or drainage easements or other rights-of-way incident thereto, and vacant land, in a well maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse and waste;
- (ii) Lawn mowing of all grassy areas on each Property between the rear wall of the house and the street, and fifty yards to each side of the house, on a regular basis or as needed depending upon rainfall;
- (iii) Tree and shrub pruning and maintenance;
- (iv) Watering landscaped areas;

- (v) Keeping exterior lighting and maintenance facilities in working order;
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive;
- (vii) Keeping parking areas, driveways, curbs, and roads in good repair and free of all chairs, BBQ grills, toys, bikes, boats, etc. that shall be stored away from public and street view;
- (viii) Complying with all government health and police requirements;
- (ix) Repair of exterior damages to improvements;
- (x) Cleaning of landscaped areas lying between street curbs and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Properties;
- and(xi) Maintaining any and all front-yard fountains in good working order;
- (xii) Repairing of improvements.

(b) If, in the opinion of the Architectural Control Committee, any such Owner or occupant has failed in any of the forgoing duties or responsibilities, then the Architectural Control Committee may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Architectural Control Committee for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power but not the duty to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass, or otherwise to any person.

(c) If at any time, an Owner shall fail to control weeds, grass, and/or other unsightly growth, the Architectural Control Committee shall have the authority and right to go onto the Lot of such Owner for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a sum up to two (2) times the actual cost to the Architectural Control Committee for mowing or cleaning said lot on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Lot exceed six inches (6") in height from the rear house wall to the street, and fifty yards to both sides of the house, the Architectural Control Committee shall have the right and authority to mow and clean the Lot, as aforesaid.

6.17 Maintenance of Common Properties. The Common Properties (including landscaping comprising portions of the Common Properties) are described, in part, in Article I(b). All landscaping and improvements placed or erected on the Properties shall be owned and maintained by the Owners. The Owners may or may not elect to form a Homeowners' Association after the expiration of the Declarant Control Period.

ARTICLE VII
ARCHITECTURAL CONTROL COMMITTEE

7.01. Architectural Control Committee.

(a) The Architectural Control Committee, hereinafter called the "Committee," shall be appointed by the Declarant during the Declarant Control Period, in its sole determination.

7.02. Architectural approval.

(a) No building, structure, fence, wall, or improvement of any kind or nature shall be erected, constructed, placed, altered, changed, or modified on any Lot until the plot plan showing the location of such building, structure, paving or improvement, construction plans, and specifications thereof and Landscaping and grading plans therefor have been submitted to and approved in writing by the Committee as to: (i) location with respect to Lot lines, topography, finished grades elevation, effect of location and use on neighboring Lots and improvements situated thereon, and any drainage arrangement; (ii) conformity and harmony of external design, color, texture, type, and appearance of exterior surfaces and landscaping with existing structures and existing landscaping; (iii) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets, and (iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth in bulletins promulgated by the Committee. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

(b) Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications may be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner. If found not to be in compliance with these Covenants and Restrictions, one set of such plans and specifications shall be returned marked "Disapproved," accompanied by a reasonable statement of items found not to comply with these Covenants and Restrictions. Any modification or change to the approved set of plans and specifications which materially affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required herein shall be in writing. If the committee or its designated representative fails to approve or disapprove such plans and specification within thirty (30) days after they have been submitted, then Committee approval shall be presumed; provided, however, that nothing in this paragraph shall affect in any way the method for seeking or granting variances, nor shall any failure of the Committee to act on a variance request within any particular period of time constitute the granting or approval of any such variance request.

(c) The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity

of landscaping on the Lots, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner(s) of the general value of the Properties. As an example, and not by way of limitation, the Committee may impose limits upon the location of window areas on residential dwelling which would overlook the enclosed patio area of an adjacent residential dwelling. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods, or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The Committee may, from time to time, publish and promulgate architectural standard bulletins which shall be fair, reasonable, and uniformity applied and shall carry forward the spirit and intention of this Declaration. Such bulletins shall supplement these Covenants and Restrictions and are incorporated herein by reference. The Committee shall have the authority to make final decisions in interpreting the general intent, effect, and purpose of these Covenants and Restrictions.

7.03 Variations. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the architectural standards, the Covenants and Restrictions, or the previously published architectural bulletins which are provided in this Declaration or which may be promulgated in the future. No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance requested by an Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants and Restrictions, architectural standards, or published architectural bulletins provided hereunder against any other Owner. Each such written request must identify and set forth in detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standards from which a variance is being sought and the specific variances being granted.

7.04 Nonconforming and Unapproved Improvements. The Committee may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including without limitation, the demolition, and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration. In addition, the Committee may, but has no obligation to do so, cause such restoration, demolition, and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.

7.05 No liability. Neither the Committee nor its agents shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the

approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person submits plans or specifications and every Owner agrees that he will not bring any action or suit against the committee, committee members or agents of any other, to recover any such damages and hereby releases and quit claims all claims, demand, and causes of action arising out of or in connection with any judgment, negligence or non-feasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Committee, the members of the Committee assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

ARTICLE VIII EASEMENTS

8.01. Ingress and Egress by the Declarant. The Declarant shall, at all times, have full rights of ingress and egress over and upon each Lot for the maintenance and repair of each Lot and the Common Properties in accordance with the provisions hereof and for the carrying out by the Declarant of its functions, duties, and obligations hereunder, provided, that any such entry by the Declarant upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused by the Declarant's entry, other than damages caused by the Owner, shall be repaired by the Declarant at the expense of the Declarant.

8.02. General. The rights and duties of the Owners with respect to sanitary sewer, water, electricity, natural gas, telephone and cable television lines, and drainage facilities shall be governed by the following:

(a) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, or telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities or any portion thereof lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of lots served shall have the right and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots within or upon which said connections, lines, or facilities or any portion thereof lie to repair, replace and generally maintain said connections, lines, or facilities as and when the same may be necessary.

(b) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities serve more than one Lot, the Owner of each Lot served by said connections, lines or facilities shall be entitled to the full use and enjoyment of such portions of said connections, lines of facilities which service such Owner's Lot.

8.03 Reservation of Easements. Easements over the Lots and Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas, and sanitary

sewer lines and drainage facilities are hereby reserved by the Committee, together with the right to grant and transfer same.

8.04 Surface Area of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the plat. Underground electric, storm sewer, sanitary sewer, water, natural gas, and telephone service shall be available to all Lots in the subdivision. Easements for the underground service may be crossed by driveways, walkways, patios, brick walls, and fences, provided the builder makes prior arrangements with the utility companies furnishing electric, storm sewer, sanitary sewer, water, natural gas, and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, and neither the grantee nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, flowers, or other walkways, patios, brick walls, or fences, providing conduit has been installed (as outlined above) of the Owner located on the Lot covered by said easements.

8.05 Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance, and other emergency vehicles and other service vehicles to enter upon the Common Properties, including but not limited to private streets, in the performance of their duties, and further, an easement is hereby granted to the Association, its officers, directors, agents, employees, and the management personnel to enter the Common Properties to render any service.

8.06 Universal Easement. The Owner of each Lot is hereby granted an easement not to exceed one (1) foot in width over all adjoining Lots and Common Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting provided, however, that in no extent shall an easement or encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners.

ARTICLE IX GENERAL PROVISIONS

9.01. Duration. The Covenants and Restrictions of this Declaration shall run with the land and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant and/or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded in the Office of the County Clerk of Erath County, Texas, after which time these Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless an

instrument signed by the Members entitled to cast seventy-five percent (75%) of the votes of the Association, in the aggregate, has been recorded in the Office of the County Clerk of Erath County, Texas, agreeing to abolish or terminate these Covenants and Restrictions; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

9.02. Amendments. This Declaration may be amended, modified and/or changed upon the express written consent of the Declarant during the Declarant Control Period, and thereafter, upon the consent or approval of the Members entitled to cast seventy-five percent (75%) of the votes, in the aggregate. Any and all amendments to this Declaration shall be recorded in the Office of the County Clerk of Erath County, Texas. The Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only.

9.02. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to violate them, or to recover damages, or to enforce any lien created by these Covenants and Restrictions, and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.03. Headings. The headings contained in the Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

9.04. Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing

9.05. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or by Bylaws of the Association, if any, shall be determined by the Committee, whose determination shall be final and binding upon all Owners.

9.06. Hold Harmless to the County of Erath. The Declarant and lot owners agree to release, indemnify, defend, and hold harmless the County, its officers, agents, licensees, servants, and employees from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with, directly or indirectly: (A) the reasonable use of the private streets, sidewalks, emergency access, utility easements, entrance gate, or structure by the County, its officers, agents, licensees, servants, and employees; (B) the condition of the private streets, sidewalks, private entrance gates, or structures, private walls and fences, private pedestrian access, private storm drainage systems, and emergency access; or (C) any use of the addition by the County, its officers, agents, licensees, servants, and employees for any purpose

stated herein above, whether or not caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, contractors, subcontractors, licensees, or invitees of the County. This provision may not be amended without the written consent of the County.

This Declaration of Covenants, Conditions and Restrictions for THE LEGENDS OF BUFFALO RIDGE, the Declarant has caused this instrument to be executed as of the _____ day of _____, 2021.

**G & W MOUNTAIN RANCH, LLC, a Texas
Limited Liability Company**

By: _____
Name: Marc Walraven
Title: Member

[Acknowledgment on following page]

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, 20____ personally appeared Marc Walraven, proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that said person executed the same for the purposes and consideration therein expressed, in his capacity as Managing Member of G & W MOUNTAIN RANCH, LLC, a Texas limited liability company.

Notary Public, State of _____
Printed Name: _____
My commission expires: _____

AFTER RECORDING RETURN TO:

G & W MOUNTAIN RANCH, LLC
c/o Jeff Clark, Ranch Partners
P. O. Box 602
Ranger, TX 76470