

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR HORSE CREEK RANCH
RESTRICTED DEVELOPMENT AREA**

THIS DECLARATION is made and executed on the date hereinafter set forth by Horse Creek Ranch Homeowner's Association, Inc., a Texas not-for-profit corporation, (the "**Association**"). Hines of Texas, LTD. was the developer (the "**Developer**") and was the original owner and developer of the Property described herein.

WITNESSETH:

WHEREAS, the Association is responsible for operation of certain property in Coryell County, Texas (the "**Property**"), more particularly described in the attached Exhibits;

WHEREAS, Developer relinquished control of the original association on _____, _____;

WHEREAS, Developer desired to impose a common plan of development and enjoyment upon the Property through a common set of standards to protect its value and desirability;

WHEREAS, to that end, Developer recorded the amended declaration (the "**Amended Declaration**") in File Number **186080** the Official Public Records of Coryell County, Texas entitled Amended and Restated Reservations, Conditions and Restrictions Horse Creek Ranch, in accordance with the provisions of the Reservations, Conditions and Restrictions dated June 29, 1999, as originally filed of record in File Number 124933 of the Official Public Records of Coryell County, Texas. The Amended Declaration is attached hereto as **Exhibit A**; and

WHEREAS, the Association desires to maintain a common plan of development and enjoyment upon the Property through a common set of standards to protect its value and desirability.

NOW, THEREFORE, the Association desires to restate the Amended Declaration in its entirety as set forth in this Declaration of Covenants and Restrictions for Horse Creek Ranch Restricted development Area and declares that the real property described above will be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, burdens and liens set forth in the Amended Declaration.

ARTICLE ONE

DEFINITIONS

“Association” means and refers to Horse Creek Ranch Homeowner's Association, Inc., a Texas not-for-profit corporation, its successors, and assigns. The Articles of Incorporation for the Association are attached hereto as **Exhibit B**, and the Bylaws of the Association are attached hereto as **Exhibit C**.

“Board” means the Board of Directors of the Association.

“Common Expenses” means all expenses of any kind or nature whatsoever incurred by the Association, including, but not limited to, the following:

- (1) expenses incurred in connection with the administration and management of the Association;
- (2) common water, sewer, trash removal, and other common utility, governmental, or similar services for the Homes which are not separately metered or charged to the Owners, or which the Association determines to pay in common in the best interest of the Owners; and
- (3) expenses declared to be Common Expenses by the provisions of this Declaration, or by the Articles or By-Laws of the Association.

“Community” means all that certain real property located in Coryell County, Texas, known as Horse Creek Ranch (unplatted Lots), Horse Creek Ranch Subdivision, Phase I, Horse Creek Ranch Subdivision, Phase II, and Horse Creek Ranch Subdivision, Phase III, Legend Oaks.

“County” means Coryell County, Texas.

“Home” means a completely constructed attached or detached single family home which is designated and intended for use and occupancy as a residence, and which is subject to assessments under this Declaration or any Supplemental Declaration. Said term includes any interest in land, improvement, and other property appurtenant to the Home.

“Institutional Mortgage” or **“Institutional Lender”** means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, or any other lender generally recognized as an institutional type of lender, or the Developer, holding a first mortgage on a Home.

“Owner” means and refers to the record owner, whether one or more persons or entities of a fee simple title to any Lot or Home, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

“Public Area” means and refers to all lands owned by the State of Texas, the County, or municipality which, to the extent allowed by such governmental authority, are to be maintained by the Association.

“Livestock” sometimes referred to as **“head of livestock”** means and is equivalent to the **“stock unit”** of a particular species and refers to the size and grazing equivalency of animals raised on the property and can comprise of a combination of horses, cattle, bison, goats, pigs, sheep, donkeys, alpacas, llamas, etc. For the

sake of this document when the term livestock is used, it refers to the quantity limits of livestock commonly allocated as an equivalent to 1 stock unit. For example: One (1) livestock, head, or stock unit would consist of either one (1) cow or horse, or five (5) sheep or goats or llamas.

ARTICLE TWO

PROPERTY RIGHTS

Any Owner, may grant the benefit of any easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits with the condition that such tenants and guests agree to comply with all this Declaration and the reasonable rules, regulations and policies of the development as may be promulgated from time-to-time, but the same are not intended nor will they be construed as creating any rights in or for the benefit of the general public.

ARTICLE THREE

MEMBERSHIP

3.01 Association Membership. Every Owner of a Lot or Home which is subject to restrictions will be a member of the Membership and is appurtenant to and may not be separated from ownership of any Lot or Home which is subject to restrictions.

ARTICLE FOUR

EXTERIOR MAINTENANCE

4.01 In the event an Owner of any Tract shall fail to maintain the premises and the improvements situated thereon in a clean, sanitary, neat, and orderly manner. Any Owner or Association of Owners may bring an action at law against the violating Owner to also include cost and reasonable attorney fees of any such action. No owner shall otherwise escape liability for the expenses provided for herein by non-use of the Property or abandonment of his Tract.

USE RESTRICTIONS

4.02 The property shall not be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers or composted or buried in a sanitary manner.

4.03 No individual sewage disposal system shall be permitted on the property unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of any state, county, municipal, or other governmental subdivision or agency having lawful authority pertaining thereto.

- 4.04** All springs, creeks, ponds, stock tanks, ditches, and gullies, and any water on the property shall be kept free of trash, rubbish, garbage, waste, effluent from sewage disposal systems or other waste disposal systems, and all other forms of pollution by the Owner of the property.
- 4.05** No junk yard or wrecking yard may be operated or maintained on the property and no wrecked, junked, broken down, or inoperative automobile, truck, bus, motorcycle, or other motor vehicle, boat, or trailer, or any part thereof, shall be placed or parked or be permitted to remain on or in front of the property so as to be visible from any street or highway or from any adjacent property.
- 4.06** All livestock, dogs, and poultry must be kept penned or fenced-in at times or must be individually tethered or leashed. No stable, barn, shed, or sty in which livestock are housed or fed; no livestock feeding trough, bin, or station; no poultry house, coop or yard; no dog kennel; and no cattery shall be erected, used or maintained on any Tract at any time for any purpose within twenty (20) feet of the boundary line of any other Tract. For purposes of the provisions of this Article, the Owner of more than one Tract shall treat all contiguously owned Tracts or parts thereof as if constituting a single Tract. As used herein, the term "livestock" shall include horses, mules, donkeys, calves, heifers, sheep, goats, llamas, and similar animals and ostriches, emus, and similar birds; and the term "cattle" shall include cows, bulls, steers, oxen, bison, calves, and heifers. In addition to the number of animals, livestock, and poultry otherwise permitted to be kept or maintained on any Tract, the natural offspring of such animals, livestock, and poultry may be temporarily kept or maintained for the period during which such offspring are normally dependent on a parent for feeding, nurturing, or protection. Except as otherwise provided herein, no animals, livestock, or poultry of any kind shall be raised, bred, kept, or maintained on any Tract at any time for any purpose in violation of the following rules and limitations;
- A. No more than five (5) dogs may be raised, bred, kept, or maintained on any Tract.
 - B. No more than five (5) cats may be raised, bred, kept, or maintained on any Tract.
 - C. No more than one head of swine may be raised, bred, kept, or maintained on any Tract.
 - D. No more than one head of cattle may be raised, bred, kept, or maintained on any Tract for each one (1) acre in size the of the Tract.
 - E. Not more than one (1) head of livestock and ten (10) head of poultry may be raised, bred, kept, or maintained on any Tract for each acre in size of the Tract. In the case of smaller livestock, the term "stock unit" shall apply as set forth by the county agriculture extension agency or county taxing authority.
 - F. No lions, tigers, panthers, bears, or similar animals may be raised, bred, kept, or maintained on any Tract.
 - G. No animals, livestock, or poultry of any kind shall be raised, bred, kept, or maintained on any Tract in such manner as to cause a safety or health risk or hazard to humans or other animals, livestock, or poultry or in such manner as to cause a noise, odor, or other nuisance.
- 4.07** No rock, gravel, or other mining or quarrying shall be conducted on any property except for the purpose of supplying rock, gravel, or other material for use on the property.

4.08 (a) All tracts shall be used solely for residential dwellings and adjunct structures, built to support a primary family unit. including, but not limited to shops, barns, sheds, garages, and outbuildings. Provided the primary residential structure is erected and maintained in accordance with the deed restrictions for a primary residence, one (1) other permanent structure intended for dwelling shall be permitted provided it is supplemental to the primary residence such as a guest house or mother-in-law suite. The structure shall not be held to the same size restrictions as a primary dwelling, such as minimum square footage requirements, but must be designed and constructed in a manner that is aligned in theme with the primary dwelling. Multi-family units such as apartment buildings or duplexes shall not be permitted. No "single-wide" mobile home shall be situated on the Property at any time for any purpose except on those Tracts of land along county road # 339, and those Tracts to be subdivided and plated on the southeast end of county road # 338 (east of Horse Creek). Permitted single-wide mobile homes must be not less than fourteen (14) feet wide and not less than sixty (60) feet long; and not more than eight (8) years old, further provided, that nothing herein shall be construed as prohibiting the erection or situating on the property or the occupancy on the property of a manufactured dwelling house, sometimes called a "double-wide" mobile home, of not less than one thousand two hundred (1,200) square feet in size, installed on a permanent, fixed foundation, fully underpinned and skirted, having a peaked roof, and having a minimum width, exclusive of porches, carports, awnings, and the like, of not less than twenty-eight (28) feet.

(b) TRACTS 1 THRU 25 AND TRACTS 29 THRU 55, PHASE III, LEGEND OAKS- Any residence situated on Tracts 1 thru 25 and Tracts 29 thru 55 in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** shall be constructed on site. The exterior walls of any residence shall consist of not less than sixty percent (60%) brick, stone, HardiePlank, cedar, steel, finished and treated logs, or other similar construction; provided, however, that all construction shall be of materials designed and manufactured for finished exterior use on site built residential structures of average or better quality. All non-masonry exterior construction on any residence or other building must be painted, stained, or otherwise appropriately finished or treated. Any single story residence constructed on any Tract in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks**, must have a floor living area of not less than one thousand, four hundred (1400) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages; any residence two (2) stories in height must have a floor living area of not less than one thousand, eight hundred (1800) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages. Any residence situated on any Tract in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** must have a minimum width of not less than (36) feet, exclusive of carports, porches of any kind, awnings, roof overhangs, and the like. Provided however that as to Lot 45 which has presently located thereon a "double-wide manufactured home" that said Lot 45 shall be exempt from the restriction of this paragraph for so long as the presently existing double-wide manufactured home is in place thereon. Any replacement home must comply with the terms of this paragraph.

(C) TRACTS 26, 27, 28, 56 AND 57, PHASE III LEGEND OAKS -The type of residential dwelling permitted may include the aforementioned site built type of structure, or a manufactured dwelling house not more than five (5) years of age and of not less than one thousand, four hundred (1400) square feet in size,

installed on a permanent, fixed foundation, fully underpinned and skirted, having a peaked roof, and having a minimum width, exclusive of porches, carports, awnings, and the like, of not less than thirty-two (32) feet.

4.09 (a) No building shall be located on any of the Tracts nearer to the front lot line than seventy-five (75) feet, or nearer than seventy-five (75) feet to any side street line; except, however, minor variations of the minimum set-back line shall be permitted to allow for preservation and utilization of existing trees or views. No building shall be located nearer than twenty (20) feet to an interior Tract line. No building shall be located on any of the interior Tracts nearer than thirty (30) feet to the rear Tract line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Tract to encroach upon any other Tract, provided, however that this provision shall not apply to interior Tract boundary lines between contiguous Tracts having a common owner.

(b) As to Tracts within **Phase III, Legend Oaks**; No building shall be located on any Tract in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** nearer to the front lot line than fifty (50) feet, or nearer than fifty (50) feet to any side street line; except, however, minor variations of the minimum set-back line shall be permitted to allow for preservation and utilization of existing trees or views. No structure shall be permitted to be located between the residence in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** and any paved street. If no residence is located on the Tract any secondary structure must not be located closer than one hundred fifty (150) feet to any paved street. Manufactured homes may not be located closer than two hundred (200) feet to any common boundary line with any Tract in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks**.

4.10 No signs shall be permitted on unimproved Tracts except to identify the Tract by legal description. General contractors and sub-contractors may each post one sign on Tracts upon which homes are under construction. Owners of improved property (property with a home on it) or builders, investors or their authorized agent who have constructed "spec homes" may post one sign on the improved property indicating the property is available for sale. All signs must be of professional quality.

4.11 (a) A Tract owner may subdivide or re-subdivide a Tract into no more than two (2) separate Tracts; provided, however, such resubdivision complies with applicable law and resubdivision regulations. No Tract may be subdivided or resubdivided in such a manner that the smallest Tract remaining after the subdivision or resubdivision is smaller in area than one acre. No subdivided or resubdivided Tract may have a front boundary line of less than two hundred (200) feet. No Tract may be subdivided or resubdivided unless there is an available water meter for both Tracts of land.

(b) As to Tracts within **Phase III, Legend Oaks**; No Tract in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** may be subdivided or resubdivided.

4.12 Burning brush must comply with county burn bans and local fire department(s) must be notified and guidance followed for safety.

4.13 No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on or in front of any Tract nor shall such property in any way be used for other than strictly residential purposes. This restriction shall not be construed, however, as preventing the growing of crops or the raising of animals (except as heretofore provided) which are removed from the Property before sale or which are sold for delivery elsewhere than on the Property, nor shall it be construed as preventing the practice, by a person actually residing on a Tract, of architecture, accountancy, engineering, computer programming, counseling, individualized teaching or tutoring, general or specialized consulting, or of similar or analogous professions or skills; provided, however, that shall be permitted to be made on any Tract except sales which are only occasional and which are merely incidental to their residential or other permitted use of the Property (a non-commercial garage sale, for example) and, further provided, that not more than one non-resident employee may be employed on any Tract at any one time; and, further provided, that nothing herein shall prohibit an artist or craftsman actually residing on a Tract from producing art or craft objects which are removed from the Property before the sale.

No part of any Tract shall be used or maintained as a place for the acquisition, storage, processing, disposition, or sale of junk, used goods, or bulk materials or goods.

No oil or gas well drilling, oil or gas development operations, oil refining, quarrying, gravel pits, or mining operations of any kind shall be permitted on a Tract, nor shall oil wells, gas wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Tract. No derrick or other structure designed for use in boring for natural gas, or other minerals shall be erected, maintained, or permitted on any Tract.

4.14 No noxious or offensive activities shall be allowed on the Property; nor shall anything be done thereon which may become an annoyance, danger, or nuisance to the neighborhood, on any size Tract. In addition to applicable federal, state, and local law, hunting shall be allowed provided it complies with local and state laws be regulated by local and state law enforcement.

4.15 As to Tracts within **Phase III, Legend Oaks**; No barbed wire, hog wire, chain link, chicken wire, goat wire, solid privacy, or similar type fence shall be on any Tract in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** within seventy-five (75) feet of the front or side lines of any street, road or highway, or between the residence constructed or planned to be constructed on any Tract in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** and any street, road or highway. Any fencing within one hundred (100) feet of the front or side lines of any street, road, or highway, or between the residence constructed or planned to be constructed on any Tract in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** and any street, road, or highway, shall be of a decorative nature. All fencing shall be constructed with new materials suitable for exterior use which will withstand weather and time.

4.16 As to Tracts within **Phase III, Legend Oaks**; Any radio and/or television antennae or satellite dish erected on any Tract in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** shall not exceed by more than

thirty (30) feet in height the highest part of the roof of the highest building on the Tract and shall not be forward of the principal dwelling erected on the Tract.

- 4.17** As to Tracts within **Phase III, Legend Oaks**; Outside clothes lines or other facilities for drying clothes or airing clothes shall not be erected, placed, or maintained on any Tract in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** unless they are concealed in such a manner so as not to be visible from streets or access roads.
- 4.18** As to Tracts within **Phase III, Legend Oaks**; No individual water supply system shall be permitted on any Tract in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of any state, county, municipal, or other governmental subdivision or agency having lawful authority pertaining thereto. Approval of the system as installed shall be obtained from that authority.
- 4.19** As to Tracts within **Phase III, Legend Oaks**; Nothing shall be erected, placed, maintained, done or permitted to remain on any Tract in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** which interferes with surface water runoff in such manner as to cause such water runoff to be diverted across any other Tract or which causes flooding or erosion to any other Tract or to any street or ditch.
- 4.20** As to Tracts within **Phase III, Legend Oaks**; No fence, wall hedge, or shrub planting that obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Tract in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Tract in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the sight-line requirements set forth above.
- 4.21** As to Tracts within **Phase III, Legend Oaks**; No motor homes, recreational house trailers, horse or cattle trailers, truck campers, boats, boat trailers and other recreational vehicles shall be parked openly in the street. No motorized vehicle of any kind shall be operated in any manner which is dangerous, noisy, or creates nuisance.
- 4.22** As to Tracts within **Phase III, Legend Oaks**; Driveways in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** may be constructed of any customary road material. Driveway must have culverts and must be approved and comply with county and state requirements. Secondary driveways in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks**, such as those leading to barns, workshops, etc. may adjoin public dedicated roadways provided they are approved by the county or state highway department and the property owner owns at least three hundred and fifty (350) feet of public road frontage along said public road.

4.23 As to Tracts within **Phase III, Legend Oaks**; All mailboxes and support poles at street for United States mail delivery must be constructed of new materials and permanently installed in designated street location approved by Coryell County and United States Post Office.

4.24 As to Tracts within **Phase III, Legend Oaks**; Each Owner covenants to provide and hereby grants easements and rights-of-way for existing utility lines and roadways, whether of record or not; easements and rights-of-way shown on the plat of Horse Creek Ranch Subdivision, **Phase III, Legend Oaks**; other easements and rights-of-ways, shown in the records of Coryell County, Texas; and easements for installation and maintenance of utilities and drainage facilities, fifteen (15) feet in width, along and inside of all Tract boundary lines. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, or interfere with, or change the direction of flow of drainage facilities in these easements. The easement area of each Tract in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks**, and all improvements thereon shall be continuously maintained by the Owner of such Tract, except for improvements for whose maintenance a public authority is responsible.

4.25 As to Tracts within **Phase III, Legend Oaks**; Exterior and interior construction of all structures in Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** must be completed within Eighteen (18) months from the beginning of construction.

4.26 As to Tracts within **Phase III, Legend Oaks**; There shall be reserved a perpetual easement and right-of-way to construct and maintain entrance way markers, signs, and walls. On Tracts 2, 17, 18, 25, 29 and 55 of Horse Creek Ranch Subdivision, **Phase III, Legend Oaks**, there shall be reserved and excepted an easement and right-of-way to construct and maintain entrance way markers and walls to be located on said Tracts for the purpose of designating the entryway Horse Creek Ranch Subdivision, **Phase III, Legend Oaks** to be placed along and inside the property line at or near the corner created by the intersection of Highway 236 and Lonesome Dove, Highway 236 and Shady Oaks and the intersection of County road 338 and Legend Oaks.

ARTICLE FIVE

GENERAL PROVISIONS

5.01 The Owner, any association of Owners, and any person owning all or any part of all that certain real property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

5.03 The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, any Owner, or any association of Owners, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions of this Declaration may be amended at any time by an instrument signed by the Owner or Owners of not less than sixty-six and two-thirds percent (66.6%) of the total acreage comprising the property. Notwithstanding anything to the contrary in this Declaration, may at any time may amend this Declaration by instrument duly signed, acknowledged, and filed for record, for (i) the sole purpose of having the Declaration comply with financing eligibility requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable federal or state agencies. During any succeeding ten (10) year period, the covenants, conditions, and restrictions of this declaration may be amended during the last year of any such ten (10) year period by an instrument signed by the Owner or Owners of not less than fifty percent (50%) of the total acreage comprising the property. No amendment shall be effective until recorded in the Real Property Records of Coryell County, Texas, nor until the approval of any governmental entity or regulatory body which is required by law shall have been obtained.

5.04 DURING THE TERM OF THIS DECLARATION AND THEREAFTER, PRIOR HOA OFFICERS, DIRECTORS, MEMBERS OR AGENTS OF IT SHALL NOT BE LIABLE FOR DAMAGES OR OTHERWISE TO ANY OWNER OF ANY PROPERTY RELYING ON THESE RESTRICTIONS FOR REASON OF THEIR UNENFORCEABILITY OR BY REASON OF PRIOR HOA ENFORCEMENT OR NONENFORCEMENT THEREOF, IN ADDITION, DURING THE TERM OF THE DECLARATION AND THEREAFTER, EACH OWNER AGREES THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST PRIOR HOA OFFICERS, DIRECTORS AND AGENTS OF IT, TO RECOVER ANY SUCH DAMAGES, AND HEREBY RELEASES ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST PRIOR HOA BOARD OFFICERS OR MEMBERS ARISING OUT OF OR IN CONNECTION WITH ANY DECISION, ACTION, JUDGMENT, NEGLIGENCE, ENFORCEMENT ACTION OR ANY OTHER ACT OR OMISSION BY THE PRIOR HOA IN CONNECTION WITH THE ENFORCEMENT (OR LACK THEREOF) OF THIS DECLARATION.

ARTICLE 6

ACKNOWLEDGEMENT

6.01 This instrument as amended is acknowledged and executed with the unanimous consent and approval of all landowners of record of Horse Creek Ranch Subdivision, **Phase III, Legend Oaks**.

DRAFT