

special assessment shall have the assent of two-thirds (2/3) of the votes for each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

7.05 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, (or if there is no such highest rate, then at the rate of 2% per month) together with all costs and expenses of collection, including reasonable attorneys' fees.

7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 7.05, and the cost of collection, including reasonable attorney's fees, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors, or assigns. This lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of Assessments shall attach with the priority set forth above from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure, or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed, or to be executed, by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property.

Further, Declarant reserves the right, without the necessity of the joinder of any Owner, or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 7.5 feet on each side of such Lot line.

8.02 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee.

8.04 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area.

8.05 Common Area. Each Owner shall have an easement of use and enjoyment in and to all Common Area which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- (A) The right of the Association to suspend the Owner's voting rights and right to use the Common Area for any period during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association;
- (B) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;
- (C) The right of the Association to borrow money for the purpose of improving the Common Area and, in-

furtherance thereof, mortgage the Common Area, all in accordance with the Articles and Bylaws;

- (D) The right of the Association to make reasonable rules and regulations regarding the use of the Common Area and any facilities thereon; and
- (E) The right of the Association to contract for services with third parties on such terms as the Association may determine.

ARTICLE IX MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2020, unless amended as herein provided. After December 31, 2020, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration.

9.02 Amendment.

- (A) By Declarant. This Declaration may be amended for the purpose of complying with any requirements of the City of Austin, Texas, Travis County, Texas, the Veterans Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association by the Declarant acting alone until December 31, 1995, or until Declarant no longer holds a majority of the votes in the Association, whichever occurs first. No amendment by Declarant after December 31, 1995, shall be effective until there has been recorded in the Real Property Records of Travis County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the Declarant had the requisite number of votes.
- (B) By Owners. In addition to the method in Section 9.02 (A), this Declaration may be amended by the recording in the Travis County Real Property Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

furtherance thereof, mortgage the Common Area, all in accordance with the Articles and Bylaws;

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9.05 Exemption of Declarant Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.06 Assignment by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.07 Compliance with Provisions of Legend Oaks Restrictions. Each Owner shall comply strictly with the provisions of the Legend Oaks Restrictions as the same may be amended from time to time. Failure to comply with any of the Legend Oaks Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

9.08 Enforcement and Nonwaiver.

- (A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of Legend Oaks Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.
- (B) Nonwaiver. The failure to enforce any provision of the Legend Oaks Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

9.09 Construction.

- (A) Restrictions Severable. The provisions of the Legend Oaks Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- (C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

9.09 Execution. This Declaration is executed by C. Peyton Collins, in his capacity as attorney-in-fact for Developer, pursuant to that one certain Special Power of Attorney, recorded in Volume 9978, Page 551 of the Real Property Records of Travis County, Texas, a copy of which is attached as Exhibit "C," and incorporated by reference into this Declaration for all purposes.

IN WITNESS WHEREOF, Declarant has executed this Declaration
as of this the 20 day of June, 1987.

Declarant:

REALTEX FUNDING CORP., a Texas
corporation

By:

C. Peyton Collins
C. Peyton Collins, Attorney-in-
Fact

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20 day
of June, 1987, by C. Peyton Collins, Attorney-in-Fact for
Realtex Funding Corp., a Texas corporation, on behalf of said
corporation.

NOTARY SEAL

Kimberly Johnson
Notary Public, State of Texas

KIMBERLY JOHNSON
Printed Name of Notary

My Commission Expires: 9-11-90

2-687.186

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as of this the 20 day of June, 1987.

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REALTEX FUNDING CORP., a Texas
corporation

By: C. Peyton Collins
C. Peyton Collins, Attorney-in-
Fact

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§
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Kimberly Johnson
Notary Public, State of Texas

KIMBERLY JOHNSON
Printed Name of Notary

My Commission Expires: 9-11-90

2-687.186

EXHIBIT B

REMOVED

(Pages F-1/38 to F-1/47)

LOH-Legend Oaks HOA
c/o Goodwin & Company
11149 Research Blvd Ste 100
Austin TX 78759
Voice fax

F-1/48
Exhibit C

Date: 10/18/2020 8:47:08 PM

Project Ref: [49615552] 6141 Jumano Lane

Chalice McGee
6141 Jumano Lane
Austin TX 78749

Dear Chalice McGee,

I am pleased to inform you that the LOH-Legend Oaks HOA Arc Committee has approved your application for the following project item(s):

Fence

The approval is contingent upon compliance with the specifications set forth in the approved application. If your change or addition requires a county, city or state permit, it must be obtained before construction.

We feel this improvement will make a fine addition to our community and look forward to its completion. If you have any questions, please feel free to contact our office at or via email .

Sincerely,

Architectural Control Committee

Legend Oaks Homeowners Association 2, Inc.

ARCHITECTURAL CONTROL COMMITTEE APPROVAL APPLICATION

Applicant Name: Chalice McFee Hm Ph: 781-888-2522
 Address: 6141 Jumano Lane Austin TX 78749 Wk Ph: _____
 Email: [REDACTED] Cell Ph: _____
 Contractor: Viking Fence
 Anticipated Start Date: October 26th
 Anticipated Project Completion Time: October 28th

1. Approval Requested (Please check one)

- | | |
|--|--|
| <input type="checkbox"/> Fence Replacement (Exact) | <input type="checkbox"/> Landscape, Walkways, Beds |
| <input checked="" type="checkbox"/> Fence - NEW | <input type="checkbox"/> Irrigation |
| <input type="checkbox"/> Deck or Patio | <input type="checkbox"/> Pool or Spa |
| <input type="checkbox"/> Room/Garage Addition | <input type="checkbox"/> Playscape |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Satellite Dish |

2. Please Describe Project - Attached additional pages, if necessary

See attached sheet for details.

3. Provide plans and specifications to depict the work to be undertaken (Submit all, as applicable):

- ☒ **Required! A plot plan showing the location and dimensions of the existing and proposed improvements; Plans & specs: footprint of location on property survey is required with submittal.**
- ☐ Structural design, exterior elevations, exterior materials, colors, textures, and shapes of all improvements to be made
- ☐ All exterior illumination including location and method of illumination - No "wash over" of lighting to adjoining property or common areas is permitted
- ☐ Existing and finished grades at lot corners and at corners of proposed improvements
- ☐ Provision for drainage with cut and fill detail if change in lot contour is involved

5. Notification of Neighbors - Attach additional page, if necessary

Initials of Neighbors	Address of Neighbors within line of sight of modification
<u>VM</u>	<u>VIVEK MAKARABOOSHANAM, 6146 JUMANO LANE, AUSTIN, TX, 78749</u>
<u>PD</u>	<u>7105 QUIMPER LN, AUSTIN, TX 78749</u>
<u>JC</u>	<u>6133 JUMANO LN, AUSTIN, TX 78749</u>
<u>KE</u>	<u>6142 Jumano Lane Austin, TX 78749</u>

NOTE: Neighbors should be notified of your application; however, this notification does not constitute approval by the neighbor. Nor does the lack of initials by a neighbor mean that this application will be denied. Approvals are only granted by the ACC but notification of the neighbors is encouraged and will assist and possibly accelerate the review process.

5. Notice to Applicant:

The authority of the Architectural Control Committee ("ACC") is derived from the Declaration of Covenants, Conditions and Restrictions ("CCRs").

IMPORTANT: No work should be commenced until written approval is received from the ACC.

Applicant acknowledges that all improvements must be constructed in accordance with the design guidelines contained in the CCRs in addition to any guidelines or rules adopted by the Association or ACC from time to time. All improvements must be constructed in accordance with the laws, rules, regulations, and building codes of governmental authorities having jurisdiction. Approval of this application does not constitute approval by any governmental authority, nor does it constitute a building permit.

Approval of this application does not give Applicant the right to enter upon the property of any other owner or the common area in order to perform the construction contemplated by this application.

Applicant certifies that the information contained herein is true and correct to the best knowledge and belief of Applicant.



Applicant Signature

Date 10/12/2020

SUBMIT THIS APPLICATION TO:
Legend Oaks Homeowners Association 2, Inc.
c/o Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759
Fax: 512-346-4873 or email to:

The application will be routed to the

Legend Oaks 2 Architectural Control Committee for consideration

Please allow 2-4 weeks for processing applications. If you are not contacted within 5 working days from submittal, an email follow-up to the property manager is recommended.

For ACC Use Only -

Signed

Print Name

Application Approved – Date: _____

Application Approved with the following conditions: Date: _____

Application Disapproved at this time with the following comments: Date: _____

Fence:

The current fence connected to the properties side yard (Exhibit A) is very old (original fencing in subdivision) frail, and in many areas rotted at the base. I would like to build a new fence (similar look as the existing- same planks etc.) that is 8 feet tall on my property and runs parallel to the existing fence line-as to not tamper with the current fence I share with my neighbor. I will also be replacing the existing fence around the back side of the house and have received approval from the joining neighbors to do this. There are several other homes that have upgraded their fences and even one that has gone taller than the standard 6-foot height. The image below showcases the look of new wood planks which match the existing fence style. Since the fence is not over 8 feet a permit from the city is not required.

**Description of Fence:**

Furnish and install 99' of 8' tall standard privacy wood fencing. All Western Red Cedar Lumber: 1x6x8 residential grade pickets (3/4" thick), (3) 2x4 rails and 2 3/8" bss steel posts. Pickets will be fastened with #6 stainless steel ring shank nails. Includes 1 walk gate, tear out and disposal.



Viking Fence Co., Ltd.
9602 Gray Blvd.
Austin, Texas 78758
(512) 837-6411, 1-800-252-8117
Fax (512) 834-4217
www.vikingfence.com

Exhibit D

April 26th, 2021

To whom it may concern:

I would like to provide a simple statement regarding Viking's involvement in Chalice McGee's project at 6141 Jumano Lane, that our lead estimator Ryan Frank completed. Ryan and his crew have been with our company for years, and have always exhibited exemplary professionalism in their standards, knowledge base, and execution; this project was no different.

1. Ryan and his crew took the time to do his job right from front to back once on the site, including:
 - Proper utility location and review of surveys/plats and such documentation as provided by our client.
 - Adherence to standard fence installation methods, especially for post sets and possible connection points with other fencing.
 - All precautions taken to not damage the client's property and any adjacent property structures that might be present.
 - All code and safety codes and regulations were observed consistently.
 - Proper demobilization protocol at completion of work, etc.
2. His crew in no way caused any damage to existing structures/conditions within the scope of work at any time and were not notified of any possible damage at completion of the work. Currently, there has been no receipt of a complaint regarding the work process.
3. He and his crew worked with the client to ensure that the installed fencing was within the client's official property boundaries as per documentation provided by the client.

Please feel free to reach out to me at any time for further discussion.

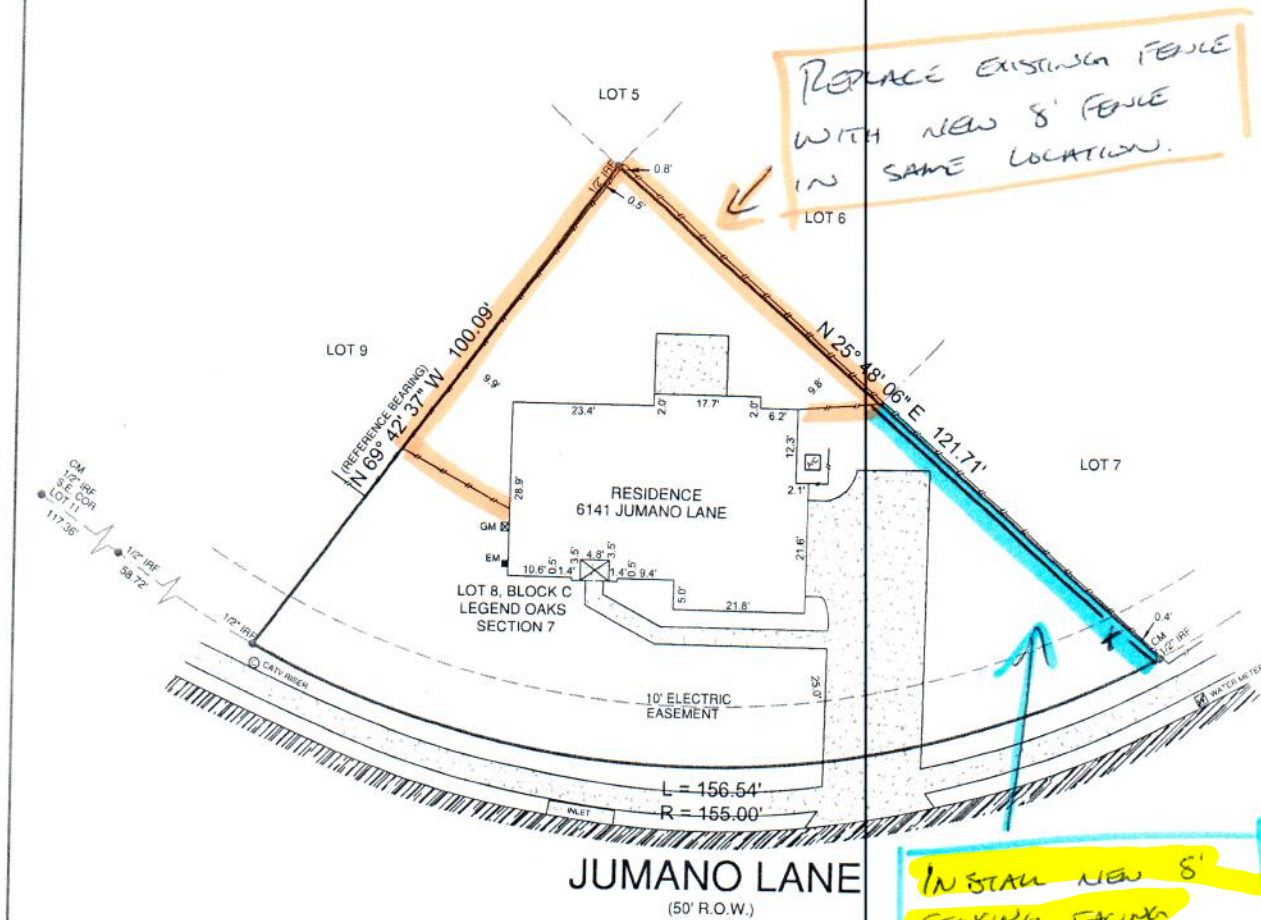
Sincerely,

Brian C. Tripicchio  | **General Manager, Austin (TX) Permanent Construction**
Viking Fence Co. Ltd

Main Office Phone: 512-837-6411

Direct Office Phone: 512-628-2418

[Redacted]
[Redacted]



LEGEND:

—•— BARNWIRE FENCE	ASPHALT
—•— CHAINLINK FENCE	CONCRETE
—•— WROUGHT IRON FENCE	GRAVEL
—•— WOOD FENCE	TILE
—•— VINYL FENCE	WOOD
—•— ELECTRIC LINE	BRICK
GM - GAS METER	STONE
EM - ELECTRIC METER	WOOD RAILROAD TIE
IPF - IRON PIPE FOUND	
IRS - IRON ROD SET WITH "PRIMER" CAP	
IRF - IRON ROD FOUND	
CM - CONTROLLING MONUMENT	

NOTES:
 BEARINGS ARE BASED ON THE RECORDED PLAT.
 THIS PROPERTY IS NOT AFFECTED BY THE FOLLOWING:
 (10-2) EASEMENT, VOL. 564, PG. 412, D.R.T.C.T.
 (10-3) EASEMENT, VOL. 8270, PG. 119, D.R.T.C.T.
 THE PROPERTY IS SUBJECT TO THE EASEMENTS AND EASEMENT RIGHTS SET FORTH IN VOL. 11637, PG. 225, R.P.L.T.C.T.
 ACCORDING TO THE PLAT SETBACKS SHALL COMPLY WITH THE CITY OF AUSTIN ZONING ORDINANCE. THIS SURVEY DOES NOT SHOW ZONING ORDINANCE REQUIREMENTS.
 EASEMENTS ARE BASED ON THE RECORDED PLAT UNLESS OTHERWISE NOTED.

LEGAL DESCRIPTION:
 BEING LOT 8, BLOCK C, OF LEGEND OAKS, SECTION 7, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 93, PAGE 89, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

SURVEYOR'S CERTIFICATION:
 THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PURCHASER, MORTGAGE COMPANY, AND TITLE COMPANY ONLY AND THIS SURVEY IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER SHOWN HEREON. PROVIDED BY THE TITLE COMPANY NAMED HEREON AND THAT THIS DATE, THE EASEMENTS, RIGHTS-OF-WAY, OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERSIGNED HAS KNOWLEDGE OR HAS BEEN ADVISED AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED PLAT REFERENCED HEREON.

DATE: 08/20/19
 FIELD: 08/19/19

JOB NO: 19-05776



David Lee Bell
 Registered Professional Land Surveyor

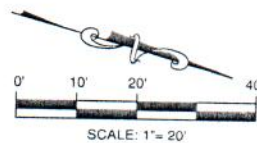
6141 JUMANO LANE, AUSTIN, TX 78749
 LOT 8, BLOCK C, LEGEND OAKS, SECTION 7



5700 W. Plano Parkway
 Suite 1200
 Plano, Texas 75093
 972-612-3601 (O) | 855-892-0448 (F)
 www.premiersurveying.com
 premierorders@premiersurveying.com

DATE:

ACCEPTED BY:



SCALE: 1" = 20'

GF NO.	TFAT-101346
BORROWER	CHALICE MCGEE
TITLE CO.	TEXAS NATIONAL TITLE
TECH	KG
FIELD	NP

FLOOD INFORMATION:
 THE SUBJECT PROPERTY DOES NOT APPEAR TO BE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48453C0580 H, DATED SEPTEMBER 26, 2006.



Premier
 SURVEYING & MAPPING, LLC
 5700 W. Plano Pkwy., Suite 1200
 Plano, Texas 75093
 Office: 972-612-3601
 Fax: 972-964-7021
 Firm Registration No. 10146200