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RETURN TO:  
REPUBLIC TITLE OF TEXAS, INC.  
900 CRESCENT COURT, SUITE 100  
DALLAS, TEXAS 76201

1

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Master Declaration of Covenants, Conditions, and Restrictions (this "Declaration") is made this 3rd day of June, 1996, by Electronic Data Systems Corporation, a Texas corporation ("Declarant").

96-0046024

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain parcels of real property located in Collin County, Texas, as described on Exhibit "A" attached hereto (collectively, the "Property"), which Property is a part of Declarant's development known as "Legacy." The properties that comprise "Legacy" are those described on Exhibit "B" attached hereto ("Legacy");

WHEREAS, Declarant desires to subject the Property to certain covenants, conditions, restrictions, easements, charges and liens as hereinafter set forth in order to create, maintain and protect a common plan for the development of Legacy;

WHEREAS, Declarant desires to create a mechanism for the imposition of additional covenants, conditions, restrictions, easements, charges and/or liens affecting certain portions of the Property from time to time in connection with the sale and/or development of such portions of the Property.

WHEREAS, Declarant desired to create an entity which would have the powers and duties of maintaining certain common areas, common facilities and certain landscaped areas, enforcing the obligations hereunder, reviewing and approving plans and specifications for improvements to be built within Legacy, collecting and disbursing the assessments hereinafter provided for and performing all other functions as set forth herein; and

WHEREAS, Declarant has heretofore caused Legacy Association (the "Association") to be incorporated as a nonprofit corporation according to the laws of the State of Texas for the purposes of exercising the functions set forth in this Declaration and certain other similar declarations covering other portions of Legacy;

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, charges and liens hereinafter set forth.

**ARTICLE I - GENERAL**

1.1 Purpose of Declaration. The purpose of this Declaration is to promote the proper development and use of the Property in a manner that is consistent with the quality and integrity of the development of Legacy as a whole; to maintain and support a quality designed community; to prohibit the erection on the Property of structures built of improper design or materials; to restrict certain uses of the Property; to encourage the

1

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construction of attractive improvements at appropriate locations; to provide for the administration and enforcement of this Declaration; and generally to preserve the aesthetic appearance of the Property and improvements constructed thereon.

1.2 **Definitions.** The following words or phrases, when used in this Declaration, unless the context shall otherwise clearly indicate or prohibit, shall have the following meanings:

- a. "Association" shall mean Legacy Association, a Texas non-profit corporation.
- b. "Board" shall mean the duly constituted board of directors of the Association.
- c. "Building Site" shall mean any single parcel of land within the Property on which Site Improvements (as hereinafter defined) are to be constructed.
- d. "CCR's" shall mean, collectively, this Master Declaration of Covenants, Conditions and Restrictions affecting the Property, any Supplements hereto (as applicable to any particular Parcel in question), and the multiple other Declarations of Covenants, Conditions and Restrictions (and supplements thereto, as applicable) heretofore, contemporaneously herewith, or hereafter executed by Declarant and recorded or to be recorded in the Deed Records of Collin County, Texas, which affect other parcels of property within Legacy.
- e. "City" means the City of Plano, Texas.
- f. "Common Areas" shall mean those portions of Legacy lying within (i) the unpaved portion of all Streets (as hereinafter defined); (ii) the entryway signage easements reserved by Declarant on each side of any six-lane divided street in Legacy at the point where it intersects the boundary of Legacy for development identification signage, theme landscaping and ground-mounted lighting; (iii) the flood plain or flood prone area, as designated from time to time by the Federal Emergency Management Association or the City of Plano, Texas, along White Rock Creek (the "White Rock Creek Drainage Area"); and (iv) any other areas ("Additional Common Areas") designated as Common Areas by the Majority Vote of the Class A Members (as hereinafter defined) in Legacy with the concurrence of Declarant. Without limitation, it is expressly agreed that the areas (A) located within the one hundred seventy (170) foot wide Texas Utilities easement created by instrument dated October 31, 1966 and recorded at Volume 681, Page 508 and the seventy-five (75) foot wide Texas Utilities easement created by instrument dated October 30, 1987 and recorded at Volume 2735, Page 609 (collectively "TU Easement") or (B) within the strip of land one hundred fifty (150) feet wide parallel to, and on either side of the TU Easement

on or adjacent to land used or intended for residential purposes ("EMF Buffer Zone") are "Common Areas." The EMF Buffer Zone on land designated for retail or other non-residential purposes is not a Common Area.

- g. "Common Facilities" shall mean (i) all Landscaping (as hereinafter defined) planted or installed within the Common Areas; (ii) lighting equipment and signage installed in the Common Areas by the Association, Declarant or by an entity authorized by Declarant; (iii) the well(s) and related equipment for any irrigation systems that may be drilled and installed within Legacy by, and at the option of, Declarant for the purpose of providing water for use in the White Rock Creek Drainage Area or for providing an alternative source of water available for irrigating the Common Areas (the "Water Wells"); and (iv) any other improvements except driveways and underground utilities other than irrigation systems installed in the Common Areas (except, that with respect to Additional Common Areas, only those other improvements installed in the Additional Common Areas with the approval of a Majority Vote of the Class A Members with the concurrence of Declarant shall be included in this definition).
- h. "Declarant" shall mean Electronic Data Systems Corporation, a Texas corporation its parent and its successors and assigns, and shall include any person or entity to which Declarant may assign its rights, privileges, duties and obligations hereunder, all of which are and shall be assignable.
- i. "DRB" shall mean the Design Review Board created and maintained by the Association as provided for in Section 5.1 hereof.
- j. "Landscaped Area" means any area within Legacy which is required to be maintained with Landscaping pursuant to this Declaration or any Supplement thereto.
- k. "Landscaping" shall mean any of the following: plants, including, but not limited to, grass, vines, ground cover, trees, shrubs, flowers, mulch and bulbs; rocks; landscape edging; hardscape; water features; berms, irrigation systems and related improvements and related materials.
- l. "Legacy" shall mean the real property described in the attached Exhibit "B" and any additions thereto made by Declarant, provided that only property that is contiguous to (or separated only by a public right-of-way from) Legacy may be added to Legacy. Such additional property may be made a part of Legacy only by Declarant, without the necessity of the joinder of any other party, filing of record in Collin County, Texas (and in Denton County, Texas, if the additional

property is located in such county), a document designating and describing the property to be added to Legacy.

- m. "Legacy Owner" shall mean each and every person or entity who is a record owner of a fee simple interest or an undivided fee simple interest in a parcel of land within Legacy. If such parcel is subject to a condominium, townhouse or other multi-owner regime, the owners' association representing such multi-owner regime, and not individual unit owners, shall be deemed the "Legacy Owner" thereof.
- n. "Member" means each member of the Association as provided for in Article II hereof.
- o. "Owner" shall mean each and every person or entity who is a record owner of a fee simple interest or an undivided fee simple interest in a parcel of land within Legacy. If such parcel is subject to a condominium, townhouse or other multi-owner regime, the owners' association representing such multi-owner regime, and not individual unit owners, shall be deemed the "Owner" thereof.
- p. "Parcel" means a portion of the Property owned by a particular Owner.
- q. "Site Improvements" shall mean any and all changes to any Building Site, from initial construction through later construction or maintenance, which are intended to be temporary or permanent in nature (other than changes made during a period of construction which will be removed when the construction period is complete), including, but not limited to, changes to all building exteriors and roof structures, parking areas, loading areas, vehicle circulation lanes and approaches, utility and drainage systems, surface parking areas and parking structures, exterior lighting, sculptures, sidewalks, fences, walls, landscaping, poles, antennas, towers for communications or other purposes, ponds, lakes, fountains, swimming pools, tennis courts, signs, exterior windows, any exterior color or shape and any new exterior construction or exterior improvement which may not be included in any of the foregoing. "Site Improvements" include both original improvements and all later changes and improvements.
- r. "Street" shall mean any land located within an easement or a right-of-way within Legacy now or at any time hereafter dedicated to an appropriate governmental entity for public use as a roadway for motor vehicles.

- 5
- s. "Supplement" means any supplement to this Declaration filed by Declarant from time to time to impose additional covenants, conditions, restrictions, easements, charges and/or liens upon one or more Parcels of the Property.

Other terms used in this Declaration are defined in various provisions contained herein.

- 1.3 Property Subject to Declaration. The Property covered by this Declaration is described in the attached Exhibit "A". Any right, title and interest therein owned or held shall be subject to this Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth herein, as the same may be added to, modified or deleted in accordance with the provisions of this Declaration. **NO OTHER PARCEL OF LAND IS SUBJECT TO OR COVERED BY THIS DECLARATION. THE INCLUSION OF THE EXHIBIT "B" DESCRIPTION OF LEGACY AS A PART OF THIS DECLARATION IS FOR REFERENCE PURPOSES ONLY. IT IS NOT INTENDED THAT THIS DECLARATION, AND THIS DECLARATION DOES NOT, ENCUMBER OR AFFECT THE TITLE TO ANY TRACT OTHER THAN THE PROPERTY DESCRIBED ON THE ATTACHED EXHIBIT "A".**
- 1.4 Duties of the Association. The Association shall keep and maintain the Common Facilities within Legacy and lighting in the Common Areas (to the extent not maintained by the City) in a good, clean and orderly condition and shall have the following other specific duties and obligations:
- a. keeping, maintaining, irrigating and, as necessary, replacing all Landscaping in the Common Areas;
  - b. keeping the sidewalks in the Common Areas, to the extent reasonably practical, free of debris;
  - c. maintaining, repairing and replacing the "Legacy" signs, and ground-mounted lighting therefor within the entryway signage easements as described in Section 1.2(f)(ii) of this Article I;
  - d. keeping and maintaining in good working order the Water Wells and related equipment;
  - e. maintaining, irrigating and, as necessary, replacing the Landscaping on the Baccus Cemetery which is presently surrounded by Legacy;
  - f. reviewing and approving or disapproving plans and specifications for all Site Improvements as provided in Article V below; and

- 6
- g. performing the duties and obligations and exercising the rights of the Association under this Declaration and the CCR's.

## ARTICLE II - THE ASSOCIATION AND MEMBERSHIP AND VOTING RIGHTS

- 2.1 The Association. The Association has been established to provide for the administration and enforcement of this Declaration and of the CCR's. There is only one Association in Legacy in which all Legacy Owners will be members except as provided below.
- 2.2 Membership. Each and every Legacy Owner automatically is a member of the Association, except for the following (each a "Non-Member Owner"): (i) the United States of America, the State of Texas or the City shall not be considered a Member with respect to a parcel of property with Legacy during such time that it uses such parcel for public purposes, unless such entity agrees in writing to become a Member of the Association; (ii) any public utility shall not be considered a Member with respect to a parcel of the Property during such time that it uses such parcel directly for the purpose of providing utility services to one or more Building Sites (as opposed to use of a parcel by a public utility for general office or other corporate uses) unless such utility agrees in writing to become a Member of the Association with respect to such parcel; (iii) any person or entity who holds only a lien or interest in any portion of Legacy as security for the performance of any obligation. Membership in the Association is appurtenant to, and cannot be separated from, ownership of a parcel of Legacy by a Legacy Owner other than a Non-Member Owner. Any transfer of title to a parcel of land within Legacy or any portion thereof shall operate automatically to transfer (or, in cases of a transfer thereof by a Non-Member Owner, to vest) membership in the Association appurtenant to such land to the new Legacy Owner unless such new Legacy Owner is a Non-Member Owner.
- 2.3 Member in Good Standing. A Member shall be considered to be a "Member in Good Standing" and eligible to vote if such Member:
- a. has, within ten days prior to the taking of any vote by the Association, fully paid all assessments (hereinafter defined) or other charges levied by the Association, as such Assessments or charges are provided for in Article III;
  - b. does not have a lien filed by the Association against the parcel owned by it; and
  - c. has discharged all other obligations of the Association as may be required of Members hereunder or under the Articles of Incorporation and Bylaws of the Association and resolutions adopted by the Association.

The Board shall have sole authority for determining the good standing status of any Member at any time and shall make such determination with respect to all Members prior to a vote being taken by the Association on any matter. The Board shall have the right and authority, at its sole discretion, to waive the ten-day prior payment requirement and require only that such payment be made at any time before such vote is taken if the Board shall determine, in its own judgment, that extenuating circumstances exist which have prevented prior payment. Any Member not conforming with the foregoing requirements shall be declared by the Board not to be a Member in Good Standing and shall be disqualified from voting on matters before the Association until such time as Member in Good Standing status is attained and so declared by the Board.

2.4 Classes of Voting Members. The Association shall have two classes of voting membership.

Class A. "Class A Members" initially shall be all Members with the exception of Declarant but shall include Declarant when Declarant is converted from a Class B Member to a Class A Member as provided below. Class A Members shall be entitled to one vote for each acre (rounded to the nearest acre) of property within Legacy owned by such member as of the date of the notice of the meeting at which the vote is to be cast. If any parcel of Legacy is owned by more than one Member, the number of votes attributable to such parcel shall be the same number of votes as if there were only one Owner of such parcel (that is, the total number of votes is based upon the acreage of each parcel and not upon the number of Owners of such parcel), and the votes attributable to such parcel may be cast only if all of such Members, prior to the time of the vote in question, have delivered to the Association a written agreement as to how such votes are to be cast or a written designation of one of such Members to cast the votes attributable to such parcel. Any Member who is not an individual must designate a representative to act for such Member in Association matters and to cast votes for such member, such designation to be made in writing to the Board. A Member may delegate its right to vote to any tenant occupying its parcel provided such delegation is made in writing delivered to the Board.

Class B. The "Class B Member" shall be Declarant. The Class B Member shall be entitled to ten votes for each acre (rounded to the nearest acre) of property within Legacy owned by Declarant as of the date of the notice of the meeting at which the vote is to be cast. Notwithstanding anything contained herein to the contrary, the Class B membership shall cease, and Declarant shall be converted to Class A membership, when Declarant shall have sold and conveyed to unrelated third parties 85 percent or more of the property within Legacy.

(exclusive of Streets and the portion of the property within Legacy used at such time as Declarant's national headquarters).

2.5 Voting, Quorum and Notice Requirements. Members holding one-third of the aggregate votes entitled to be cast by Members in Good Standing, represented at a meeting of the Members in person or by a legitimate proxy in a form approved by the Board, shall constitute a quorum for voting on matters brought before the Members at meetings called by the Board. The vote of the majority of those votes entitled to be cast by the Members present or voting by legitimate proxy at a called meeting at which a quorum of Members in Good Standing is present (the "Majority Vote of the Members") shall be the act of the Association. The term "Majority Vote of the Class A Members" as used in this Declaration shall mean the same as Majority Vote of the Members but will be applicable only to Class A Members. Notice requirements for all action to be taken by the Members of the Association shall be as set forth herein or in its Bylaws, as the same may be amended from time to time.

**ARTICLE III - ASSESSMENTS**

3.1 Covenants for Assessment. Each Owner of a parcel within the Property, by acceptance of a deed or other conveyance therefor whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant shall be deemed to constitute a portion of the purchase money consideration for acquisition of such Owner's interest) to pay the Association or to an independent entity or agency which may be designated by the Association to receive such monies, the following assessments (the "Assessments"):

- a. regular annual assessments as provided in Section 2 of this Article III;
- b. special group assessments as provided for in Section 3 of this Article III; and
- c. special member assessments as provided in Section 4 of this Article III.

3.2 Regular Assessment. "Regular Assessments" shall be determined, assessed and expended on a fiscal year basis beginning on January 1 and ending on December 31 of each year, which shall be the fiscal year of the Association. Regular Assessments shall be used for:

- a. the payment of costs incurred in connection with the maintenance, repair and replacement of the Common Facilities;
- b. the payment of costs incurred in connection with the landscape maintenance of the Baccus Cemetery which is presently surrounded by Legacy;

- 9
- c. the payment of costs incurred in connection with the performance by the Board of the functions described in Article IV of this Declaration and for the carrying out of the purposes of this Declaration and the CCR's; and
  - d. the establishment of the reserve fund as provided for in Section 5 of this Article III.

Each year while this Agreement is in force, the Board shall set the amount of the Regular Assessment to be levied for the next calendar year, taking into consideration the costs of the above listed items for the then current year, expected normal increases in such costs over the next year and additional future needs, including, but not limited to, the establishment and maintenance of a reserve fund as provided for herein. The Regular Assessment for each fiscal year shall be set by the Board by December 1 of the year preceding. Regular Assessments for each fiscal year shall be allocated among all Legacy Owners, including Declarant, in the same ratio that the number of acres of land in Legacy owned by such Legacy Owner (exclusive of Common Areas) bears to the total number of acres of land owned by all Legacy Owners (exclusive of Common Areas). Should any surplus exist at the end of any year, the next Regular Assessment shall be reduced by such surplus.

3.3 Special Group Assessments. In addition to the Regular Assessments, the Association, by the Majority Vote of the Members, may levy at any time a "Special Group Assessment" for the purpose of:

- a. defraying, in whole or in part, the cost of any new construction, reconstruction, or unexpected repair or replacement of any of the Common Facilities covered by the Regular Assessments, including, but not limited to, the necessary fixtures and personal property related thereto;
- b. responding to unusual or emergency needs of the Association as may occur from time to time;
- c. maintaining the reserve fund as provided for in Section 5 of this Article III; or
- d. paying the cost of any unanticipated expenses intended to be paid by Regular Assessments.

Such Special Group Assessment shall be allocated among Legacy Owners in the same manner as Regular Assessments are allocated among Legacy Owners.

3.4 Special Member Assessments. In addition to the Regular Assessments and Special Group Assessments, the Board may levy a "Special Member Assessment" on any Legacy Owner for the purpose of:

- a. defraying, in whole or in part, the cost of any unexpected damage or loss requiring maintenance, repairs or replacement of items under the supervision or control of the Association which damage or loss has been determined by the Board to have been caused, either directly or indirectly, by the willful or negligent acts of the Legacy Owner to be levied against, or by such Legacy Owner's employees, agents or other persons acting or failing to act with such Legacy Owner's authorization, approval or acquiescence; provided, however, that the Board must first conclude, in its sole exercise of reasonable discretion, that sufficient evidence exists to support a determination that said damage or loss was caused, directly or indirectly, by the willful or negligent act of such Legacy Owner or such Legacy Owner's employees, agents or persons whose actions were authorized or approved by such Legacy Owner; or
- b. reimbursing the Association for any and all costs incurred by the Association with regard to the maintenance, repair or replacement of Site Improvements on such Legacy Owner's parcel including the removal of trash, litter or abandoned items that the Legacy Owner thereof fails to maintain as required by the provisions of this Declaration, provided that such Legacy Owner fails to correct such deficiency within ten days after written notice thereof is given by the Board to such Legacy Owner.

3.5 Reserve Fund. A reserve fund may be established under control of the Board to be used for unexpected maintenance, repair or replacement relating to the Common Facilities or for the performance of other duties of the Association. Such reserve funds shall be maintained and accounted for separately from other Association funds.

3.6 Due Date of Assessments. Regular Assessments shall become due and payable on January 1 of each year and shall be delinquent if not paid by January 31 of such year; provided, however, the Board shall have the right to require payment of Regular Assessments more frequently than annually if it deems such is appropriate. The due date of any special Assessment under Section 3 or Section 4 of this Article III shall be fixed in the notice to Owner(s) providing notification of such Assessment.

3.7 Owner's Personal Obligation for Payment of Assessments. The Assessments provided for in this Article III shall be the personal and individual debt of the Owner(s) of the property covered by such Assessments. No Owner may exempt itself from liability for such Assessments. In the event of default in the payment of any such Assessment, the

Owner(s) of such property shall be obligated to pay interest at the maximum lawful rate on the amount of such Assessment from the delinquent date thereof, together with all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the Association in connection with such delinquency.

- 3.8 Assessment Lien and Foreclosure. All sums assessed in the manner provided for in this Article III but unpaid, together with interest as provided herein and the costs of collection, including, but not limited to, reasonable attorneys' fees, as hereinafter provided, are secured by a continuing contractual lien and charge on the property covered by such Assessment, which shall bind such property in the hands of the Owner(s) and its heirs, successors, devisees, personal representatives and assignees. The aforesaid continuing contractual lien shall be superior to all liens other than (i) a deed of trust or mortgage constituting a lien on the land of an Owner, (ii) any sale and leaseback agreement or lease and subleaseback agreement whereby an Owner sells and simultaneously acquires a possessory interest under a lease from or other agreement with such transferee, and (iii) the lien of real estate taxes. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Association. To evidence the aforesaid Assessment lien, the Association shall prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, name of the Owner(s) of the property covered by such lien and a description of the property. 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 the county or counties in which such property lies. Such lien for payment of Assessments shall attach with the priority above set forth on the date that such payment becomes delinquent as set forth in Section 6 of this Article III and may be enforced by foreclosure of the lien upon the defaulting Owner's property by the Association subsequent to the recording of the notice of Assessment lien as provided above either by judicial foreclosure or by nonjudicial foreclosure through a public sale in like manner as a mortgage on real property in accordance with Section 51.002, Texas Property Code (as revised, amended, supplemented or replaced from time to time). In addition, the Association may institute suit against the Owner(s) personally to obtain a judgment for unpaid assessments. In any foreclosure proceeding, whether judicial or nonjudicial, or in any other suit against the Owner(s), the Owner(s) shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. The Association shall have the power to buy 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 holding a prior lien on any part of the Property, the Association shall report to said mortgagee any assessments which are delinquent and unpaid at the time of the report.

#### ARTICLE IV - ASSOCIATION BOARD OF DIRECTORS

- 4.1 Creation of Board. The Association shall be governed by the Board as elected by a Majority Vote of the Members. The size and composition of the Board, its method of election and its duties and authorities shall be as provided in its Articles of Incorporation, its Bylaws and this Declaration. The Board shall exist and function solely for the benefit of the Association and for the benefit of individual Members.
- 4.2 Control of Assessment Funds. The Board shall be responsible for the setting, collection and disbursement of Assessments, subject to any prior approval of the Majority Vote of the Members with respect to Special Group Assessments. In general, the Board shall be empowered to take the following actions and to expend Regular Assessment and Special Group Assessment funds for the following purposes:
- a. the maintenance of the Common Areas and the Common Facilities as exist from time to time and the Baccus Cemetery and for the maintenance of Common Facilities on the Additional Common Areas which are subject to the approval required under Sections 1.2(f) and 1.2(g) of Article I of this Declaration and the payment of ad valorem taxes on Common Areas;
  - b. the employment of personnel, independent consultants or contractors to perform day-to-day operations of the Association and the employment of other personnel as the Board shall determine to be necessary or desirable for effective operation of the Association;
  - c. directors, as such, shall not receive any stated salary for their services but, for attendance at meetings, may be paid a fee as the Board shall from time to time deem proper;
  - d. the employment of legal, accounting, engineering, architectural or other independent professional or consulting services;
  - e. the purchase of a policy or policies of insurance insuring the Association, the Board and the DRB (as hereinafter defined) against any liability to the public or to the Legacy Owners (and/or visitors or occupants), incident to operation of the Association;
  - f. the purchase of fidelity bonds as provided hereunder; and
  - g. the payment for office and leasing costs and for any other materials, supplies, furniture, labor, services, maintenance, repairs, alterations, insurance, taxes or

assessment (including Assessments levied against an individual Owner who is a Member) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which, in its reasonable opinion, shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration or the CCR's, including, but not limited to, reasonable expenses of the DRB.

In addition to the expending of Regular Assessment funds for the aforementioned purposes, the Board also shall be empowered to expend funds collected through Special Group Assessments, Special Member Assessments and the reserve funds for those purposes set forth in Article III of this Declaration.

4.3 Additional Authorities and Duties of the Board. The Board shall have the following additional authorities and duties, exercisable on behalf of the Association with respect to performance of the obligations of the Association hereunder and the right to expend Assessment funds to pay the costs thereof:

- a. to enter into agreements or contracts with respect to: (i) insurance coverage; (ii) utility installation, consumption and service matters necessary for the operation of any Common Facilities; (iii) construction and maintenance contracts; (iv) leases; and (v) design, engineering and other consultant contracts;
- b. to borrow funds to pay any costs of operation, secured by assignment or pledge of Assessments, as the Board may determine to be necessary and appropriate in accordance with this Agreement;
- c. to enter into contracts for goods and services or other purposes, to maintain one or more bank accounts and to have all the powers necessary or incidental as may be required for prudent operation and management of the Association;
- d. to sue or to defend in any court of law on behalf of the Association;
- e. to provide for and accumulate reserve funds to be used for repairs, replacement and/or maintenance, in such amounts and for such purposes as may be determined by the Board to be necessary and appropriate, subject to the provisions of Section 5 of Article III;
- f. to make, or cause to be made, any tax returns, reports or other filings required by federal, state or local governmental authorities;

- g. to adjust the amount, collect and use any insurance proceeds to repair or replace any damaged or lost property or to reimburse persons or entities entitled to receive reimbursement for injury, damage or losses, and, if said insurance proceeds are insufficient to provide full reimbursement as may be required, the Board may act to create funds through Special Group Assessments or Special Member Assessments, whichever is applicable;
- h. to enforce the provisions of this Declaration and the CCR's and to enjoin action or seek damages and/or remedial action from any Legacy Owner for violation of this Declaration or the CCR's;
- i. to appoint the members of the DRB as described in Article V below;
- j. to maintain books and records with respect to all aspects of the business of the Association and to the levy, collection, receipt, administration, expenditure and disposition of all Assessments and other funds of the Association in accordance with sound accounting practices, and to permit any Owner who is a Member (or a person designated by such Owner in writing) to inspect and copy the same upon reasonable notice during normal business hours at an office of the Association located in Collin or Dallas Counties;
- k. to take title by donation to land used for Additional Common Areas and Common Facilities that have been landscaped with all Common Facilities installed; and
- l. to contract with Declarant for the purchase of nonpotable water for irrigation purposes, which cost may include a share of the drilling and equipment costs for any irrigation system and Water Well, on such terms as the Board deems to be fair to the Association.
- m. to review and approve if appropriate, on behalf of the Association (but not Declarant) any amendment to any Supplement that may be proposed by Declarant, the Association, or the Owner of the Parcel affected by such Supplement.

4.4 Affiliated Contracts. The Board, acting on behalf of the Association, shall have the full power and authority to contract with any Legacy Owner(s), including Declarant, for the performance of services which the Association is obligated or authorized to perform, such contracts to be at competitive rates then prevailing for such services and upon such other terms and conditions, and for such consideration as the Board may deem advisable and in the best interest of the Association provided that the level of service received is consistent with that available from third parties.

4.5 Liability Limitations. No Member, director, officer or representative of the Association shall be personally liable for debts or liabilities of the Association. The directors and officers of the Association shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct or bad faith. Such directors and officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and hold such directors and officers free and harmless from any and all expense, loss or liability to others on account of any such contract or commitment (to the extent not covered by insurance proceeds). In addition, each director and each officer of the Association shall be indemnified and held harmless by the Association from any expense, loss or liability to others (to the extent not covered by insurance proceeds) by reason of having served as such director or as such officer and against all expenses, losses and liabilities, including, but not limited to, court costs and reasonable attorneys' fees, incurred by or imposed upon such director or officer in connection with any proceeding to which he may be a party or have become involved by reason of being such director or officer at the time such expenses are incurred, except in cases wherein the expenses, losses and liabilities arise from a proceeding in which such director or such officer is adjudicated guilty of willful misfeasance or malfeasance, misconduct or bad faith in the performance of his duties. In the event of a settlement of any such proceeding, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which a director or officer, or former director or officer, may be entitled. The Association shall purchase and maintain directors' and officers' insurance on behalf of any person who is or was a director or officer of the Association against any liability asserted against him and incurred by him in such capacity or arising out of his status as such.

4.6 Insurance. The Association, acting through the Board, shall have the right to purchase, carry and maintain in force, to the extent available (a) liability insurance covering any employees and any and all portions of the Common Areas, and any improvements thereon or appurtenant thereto, for the interest of the Association, the Board, the Association's agents and employees and of all Members, in such coverage amounts and with such endorsements as shall be considered by the Board, at its sole discretion, to be necessary and reasonable; (b) errors and omissions insurance for the Board and officers of the Association; and (c) fidelity bonds for Board members, officers or employees of the Association as determined to be appropriate by the Board. The Board shall carry such insurance at such limits of coverage and with financially sound companies licensed to do business in Texas as the Board deems appropriate. The Association shall use any net insurance proceeds for the purpose the insurance was intended, including the repair and/or replacement of any damaged or lost property, whether real or personal. Any

unused balance from the proceeds of insurance paid to the Association shall be retained by the Association and deposited in its reserve fund as provided for in Section 5 of Article III. Should insurance proceeds be insufficient to fully reimburse any loss or damage, the Association may levy a Special Group Assessment or a Special Member Assessment, whichever is applicable, to cover such deficiency.

#### ARTICLE V - DESIGN REVIEW BOARD

- 5.1 Creation. The Association shall establish and maintain a Design Review Board (the "DRB") consisting of not fewer than three members. While Declarant is a Class B Member, the appointment of the members of the DRB shall be made by the Board with the approval of Declarant, and any and all members of such DRB may be removed by the Board or Declarant, at any time, without cause. After Declarant becomes a Class A Member as provided in Section 4 of Article II above, the Board then shall have the exclusive right and authority at any time, and from time to time thereafter, to create and fill vacancies on the DRB and to remove members of the DRB at any time with or without cause. All construction and external modification of Site Improvements on the Property must be approved in advance by the DRB as provided in this Declaration.
- 5.2 Function of Design Review Board. A function of the DRB is to review and approve or disapprove plans and specifications for improvements proposed to be installed on certain sites within Legacy. No Site Improvements shall be erected, constructed, placed, altered, modified, demolished, remodeled, maintained or permitted to remain on a Parcel until plans and specifications therefor, in such form and detail as the DRB may deem necessary, shall have been submitted to the DRB and approved by it in writing. The DRB shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of the Parcel in question. The applicable Owner shall also be responsible for paying direct costs of each review whether or not the submitted plans and specifications are approved. The process of reviewing and approving plans and specifications is one which of necessity requires that the DRB be called upon from time to time to make subjective judgments. The DRB is given full power and authority to make any such subjective judgments and to interpret the intent and provisions of this Declaration and the CCR's in such manner and with such results as the DRB, at its sole discretion, may deem appropriate, and in the absence of an adjudication by a court of competent jurisdiction to the contrary such action by the DRB shall be final and conclusive. The DRB shall have the sole discretion to determine whether plans and specifications submitted to it for approval are acceptable, and the DRB shall be entitled and empowered to enjoin or remove any construction undertaken pursuant to plans and specifications that have not been approved in writing by the DRB. Site Improvements are to be constructed in accordance with the relevant CCR's in existence as of the date such construction plans are submitted to the DRB as

required hereunder. Subsequent changes to the relevant CCR's shall not require changes in existing construction previously approved by the DRB.

### 5.3 Plans and Specifications

a. The DRB shall have the right to disapprove any submitted plans that are not in compliance with this Declaration and the relevant CCR's (meaning the CCR's affecting the Parcel on which the Site Improvements then under review are to be constructed), if they are incomplete or if the DRB reasonably determines that such plans are deficient from an engineering or design standpoint. The DRB may base its approval or disapproval on, among other things:

1. architectural character and design of all proposed Site Improvements, taking into consideration the aesthetic quality of any structures with respect to height, form, proportion, volume, siting, exterior materials (with regard to type, scale, texture, color and durability) and proposed quality of workmanship;
2. adequacy of Building Site dimensions for proposed Site Improvements;
3. conformity and harmony of external design with neighboring sites within Legacy and types of operations and uses thereof;
4. relation to topography, grade and finish ground elevations to that of neighboring sites within Legacy;
5. screening of mechanical and other installations;
6. functional appropriateness with respect to vehicle handling, siting of buildings (both in relationship to one another and in relationship to buildings, existing or proposed, located on other sites within Legacy), drainage, utility service systems and lighting;
7. extent and quality of landscaped areas;
8. exterior signing; or
9. compliance with the purpose and general plan, intent and provisions of this Declaration and the relevant CCR's.

The DRB shall be available on a reasonable basis, upon reasonable request of an Owner, to meet with an Owner or its representatives to discuss and answer questions concerning proposed Site Improvements and their compliance with this Declaration and the relevant CCR's.

- b. There shall be a preliminary submission at which time the Owner or its designated representative shall submit two sets of preliminary plans and specifications at an appropriate scale showing, with respect to the Site Improvements proposed to be constructed on the applicable Building Site, all of the information, drawings and data specified and required in the relevant CCR's and such other information as may be required by the DRB. Within 30 days of the receipt of the preliminary plans and specifications in a form and fully complete as required by the DRB, a meeting shall be held between the DRB, and the Owner of the applicable Building Site or its designated representative, and the DRB shall provide to such Owner or its designated representative written comments (or a marked set of drawings showing comments) as to said preliminary plans and specifications for guidance in preparation of the final construction drawings and specifications.
- c. By no later than 30 days prior to the projected date for commencement of construction, there shall be a final submission to the DRB at which time the Owner of the applicable Building Site or his designated representative shall submit detailed information in writing regarding the proposed use of the Building Site in question, copies of all applications for governmental permits and any accompanying correspondence, site plans, all plans to be submitted for governmental approval, a survey tied to two Legacy monuments showing exact location and elevation of the Site Improvements and two full sets of final construction drawings and specifications prepared by an architect, professional engineer and/or land surveyor (as appropriate) registered under Texas law, bearing the signature, seal and certification of such architect, professional engineer and/or land surveyor at an appropriate scale showing, with respect to the Site Improvements proposed to be constructed on the applicable Building Site, all of the information, drawings and data specified and required in the relevant CCR's and such other information as may be required by the DRB. The plans shall be accompanied by the written certification by the Owner's architect that the Site Improvements comply with the provisions of the relevant CCR's and this Declaration. If any of the plans or specifications that are submitted do not comply with this Declaration or the relevant CCR's, the Owner's architect, in such certificate, shall specify and explain any noncompliance.

- d. Approval of plans and specifications shall be based upon a determination by the DRB as to whether or not in its judgment such plans and specifications adequately meet objectives established for the Building Site in question with regard to aesthetic quality, as well as meeting certain functional and other requirements created by this Declaration and the relevant CCR's by the Board and by the DRB. The DRB shall notify the applicable Owner of the DRB'S disapproval of any portion of the plans or other submissions and shall give the reasons for such disapproval. Approval of any plans and specifications with regard to certain Site Improvements on any Building Site or on any other tracts within Legacy, or the granting of any variances from the relevant CCR's, shall not be deemed a waiver of the DRB's right, at its discretion, to disapprove similar plans and specifications, or any of the features or elements included therein, for any other Site Improvements or to refrain from granting similar variances.
  - e. Should the DRB fail to either approve or disapprove plans and specifications within 30 days after submittal thereof to the DRB in a form and fully complete as required by the DRB, it shall be conclusively presumed that the DRB has approved such submitted plans and specifications.
  - f. If work is not commenced within one year from the date of such approval, then the approval given pursuant to this Article V shall be deemed revoked by the DRB, unless the DRB extends in writing the time for commencing work. In any event, all work covered by such approval shall be completed within three years of the commencement thereof, except for such period of time as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the reasonable control of the Owner of the Building Site in question, unless the DRB extends in writing the time for completion.
- 5.4 Inspections. The DRB, or its designates, shall have the right during reasonable business hours to enter upon and inspect any Building Site and any Site Improvement then under construction to determine whether or not the plans thereof have been approved by the DRB. The Owner of an applicable Building Site or Site Improvement shall not be responsible for, and the Association shall indemnify such Owner from and against, any damages or injuries to any party making such inspection unless such damages or injuries result from the negligence or willful misconduct of such Owner. If the DRB shall determine that such plans have not been approved or that plans which have been so approved are not being substantially complied with, the DRB may, at its discretion, give the applicable Owner written notice to such effect, and thereafter, the Board and the DRB shall be entitled to enjoin further construction and to require the removal or correction of any work in place that does not comply with approved plans. If any Site

Improvements shall be altered or replaced or maintained on any parcel otherwise than in substantial conformity with the approved plans and specifications thereof, such action shall be deemed to have been undertaken without requisite approval of the DRB and to be in violation of this Declaration or the relevant CCR's; and the Board and the DRB shall be entitled to take action as permitted under this Declaration or under the relevant CCR's with respect thereto.

- 5.5 Interior Alterations. The Owner may make improvements and alterations within the interior of any building on the Property without first obtaining DRB approval therefor; provided, however, that no Owner shall make any such improvements or alterations or remove any portion thereof or make any additions thereto or do anything else that would change the exterior appearance or use of such Site Improvements without first submitting plans therefor to and obtaining the written approval thereof from the DRB.
- 5.6 Changes. No construction or use that is inconsistent with, in addition to or materially different from any previously approved plans and specifications shall be commenced or permitted until the plans reflecting such change or addition have been submitted to and approved by the DRB in accordance with this Article V.
- 5.7 Limitation of Liability. Declarant, the Association, the Board or any of its members and the DRB or any of its members shall not, individually or in combination, be liable in damages or otherwise to anyone or any business entity submitting plans or specifications for approval, or to any Owner, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications submitted. Declarant, the Association, the Board or any of its members and the DRB or any of its members shall not, individually or in combination, be liable in damages or otherwise in connection with any construction, design, engineering or defect associated with any Site Improvement. APPROVAL OF PLANS AND SPECIFICATIONS BY THE DRB DOES NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION THAT SUCH PLANS AND SPECIFICATIONS COMPLY WITH GOVERNMENTAL REQUIREMENTS OR PRUDENT CONSTRUCTION PRACTICES. IT IS THE SOLE RESPONSIBILITY OF EACH OWNER TO DETERMINE AND SEE THAT THE PLANS AND SPECIFICATIONS FOR ITS SITE IMPROVEMENTS COMPLY WITH SUCH REQUIREMENTS AND PRACTICES.
- 5.8 Certificate of Compliance. Upon request by an Owner who has complied with the provisions of this Article V, the DRB shall deliver to such Owner a written certification of such compliance in recordable form, and such certificate shall be conclusive evidence of such compliance.

- 5.9 Documentation. Within 60 days after completion of any Site Improvements, the Owner of such Building Site shall provide to the Association as-built site, utility and landscape plans tied to at least two of the survey monuments located in Legacy and such other as-built information which may reasonably be requested by the Board or the DRB.

#### ARTICLE VI - GENERAL PROTECTIVE COVENANTS

- 6.1 General. No use shall be permitted on any portion of the Property which is not allowed under applicable public codes and ordinances either already adopted or as may be adopted by the City or other controlling public authority. Each Owner or other user of any portion of the Property shall comply at all times in every respect with this Declaration, any Supplement applicable to such Owner's portions of the Property, and any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Property, specifically including, but not limited to, the zoning restrictions of the City applicable thereto as they exist from time to time. In the event a conflict exists between any such public requirement and any requirement of this Declaration or any applicable Supplement, the more restrictive requirement shall prevail. Where a governmental requirement does not clearly conflict with the provisions of this Declaration or an applicable Supplement, but permits action that is different from that required by this Declaration or an applicable Supplement, the provisions of this Declaration or applicable Supplement shall prevail. All portions of the Property shall be developed in accordance with this Declaration and applicable Supplements, as such are adopted and amended as herein or therein provided.
- 6.2 Supplements. The provisions of this Article set forth certain requirements which, in addition to the other provisions of this Declaration shall apply with respect to the development and use of each Parcel of the Property. Notwithstanding the fact that a use may be permitted by applicable zoning ordinances and by this Declaration, however, more restrictive uses may be imposed on any particular Parcel of the Property by Declarant in the form of a Supplement applicable to such Parcel. Any provisions of a Supplement shall, with respect to the Parcel(s) to which such Supplement relates, be fully effective and binding upon the affected Parcel(s) to the same extent as if the provisions of such Supplement were included in this Declaration. A Supplement may set forth additional development standards, protective covenants, or other provisions as deemed necessary by Declarant to reflect the character and/or contemplated use of the Parcel to which such Supplement applies. No Supplement may amend or delete any provision of this Declaration with respect to the Parcel covered by such Supplement, it being acknowledged that an amendment of this Declaration, whether as to the Property as a whole or as to any one or more Parcels thereof, may be effected only by an amendment to this Declaration in accordance with the amendment provisions hereof.

6.3 Set-Backs.

- a. No Site Improvements other than Landscaping, sidewalks and other improvements authorized by the DRB shall be installed by any Owner of any Parcel in that portion of the right-of-way of the Street or Streets abutting the Parcel lying between the edge of the roadway pavement on such Street or Streets and the common boundary line of the Parcel and such Street or Streets (the "Unpaved Right-of-Way") other than underground utility lines and connections and driveways crossing such area into the Parcel.
- b. **THE SPECIFIC SETBACK REQUIREMENTS FOR EACH PARTICULAR PARCEL OF THE PROPERTY SHALL BE DEFINED IN A SUPPLEMENT TO THIS DECLARATION RECORDED AGAINST THE PARCEL IN QUESTION.**
- c. The terms "Landscape Setbacks," "Building Setbacks" and "Paving Setbacks" as used herein with respect to any Parcel shall refer to applicable portions of the respective Parcel specified as such in the Supplement applicable to the Parcel in question. The Supplement for each Parcel may specify exceptions for certain Site Improvements that may be located within certain setback areas. Any "Surface Parking Setback" referred to in any Supplement shall be a "Paving Setback" for purposes hereof.

6.4 Site Circulation. Declarant intends for Legacy to be developed in such a manner as to minimize the number of curb cuts and median cuts in Streets, all of which curb and median cuts must be approved in advance by the DRB. Driveways on each Parcel shall accommodate adequate vehicle stacking so that stacking on Streets of vehicles entering the Parcel is minimized. Each Owner shall install sidewalks on its Parcel and the Unpaved Right-of-Way adjacent thereto if, as and when required to do so by the City or the Declarant, and the design, materials and location of such sidewalks are subject to the approval of the DRB.

6.5 No On-Street Parking. No parking shall be permitted on Streets, on entrance driveways or internal roads on the Property. The owner must provide on the Property adequate parking areas for all employees, the handicapped, visitors and service vehicles. All surface parking shall be paved and shall have concrete curbs. To the extent reasonable, all parking, whether structured or surface, shall be screened to minimize the ground level view of automobiles below their hood lines and otherwise reduce the visibility of vehicles and parking surfaces from streets.

- 6.6 **Signage.** No sign or other advertising device of any nature shall be placed on the Property except as approved by the DRB. No rooftop signs or billboard signs shall be placed on the Property. No Owner shall request the City to permit the Owner or any other party to place any sign on any City-owned water tower or other utility or facility in Legacy. Declarant or the Association shall have the right to install and maintain standard Legacy directional/informational signage on the Property adjacent to Streets.
- 6.7 **External Illumination.** External lighting of buildings, drives, parking areas, walks and plazas on the Property, as provided in plans approved by the DRB, is encouraged. Standards and requirements for illumination, with respect to fixture type, height, material, finish, color and intensity, shall be determined by the DRB at its sole discretion. To the extent practical, lighting shall be from concealed sources unless otherwise approved by the DRB and shall be designed to minimize glare or light flow onto adjacent structures or property.
- 6.8 **Landscaping.** Each Owner shall install Landscaping within the Landscape Setbacks on its Parcel. In addition, each Owner shall install Landscaping within the Unpaved Right-of-Way adjacent to such Owner's Parcel. Such Landscaping in the Landscape Setbacks and the Unpaved Right-of-Way shall be consistent with Landscaping in similar areas within Legacy. Each Owner, contemporaneously with the development of Site Improvements on such Owner's Parcel, shall complete Landscaping on the Parcel pursuant to plans approved by the DRB. In the event the Landscaping in the right-of-way adjacent to an Owner's Parcel is damaged due to the acts of an Owner or Owner's agents, such Owner shall be responsible for any and all expenses relating to its replacement. Automatic irrigation systems must be installed in all Landscaped areas on each Parcel, except those left in a natural condition as approved by the DRB. No significant changes shall be made to the Landscaping or any Parcel after it is installed without the prior approval of the DRB.
- 6.9 **Surface Water Flow and Drainage.** Natural streams and water courses shall be protected and shall not have their natural flow reduced or restricted, other than temporarily during construction periods, unless the express prior written approval of the DRB has been given. Plans and specifications for all dams, lakes, ponds and other "water features" of any kind must be submitted in advance for DRB approval. Each Owner shall control water runoff from its Parcel to prevent damage to adjacent property.
- 6.10 **Environment.** No Owner shall store, discharge or dispose of on such Owner's Parcel, and shall not permit the storage, discharge or disposal thereon of, any hazardous, toxic or regulated materials or substances and each Owner shall indemnify Declarant, the Association, the Board, the DRB and other property owners in Legacy from and against

any and all damages, costs, claims or liabilities relating to or resulting from the breach of this covenant by such Owner.

6.11 Construction Standards.

- a. Any builder employed to construct improvements on any portion of the Property may conduct its construction operations and activities and do all things reasonably necessary as required to expeditiously commence, continue and diligently complete construction of any such improvements, including the provision of temporary buildings or trailers for administration of work and for the storage of materials and equipment, and the construction of temporary security fences and lighting, except that all construction activities, temporary structure, storage of materials and equipment, all construction-related parking and temporary security fences shall be confined entirely behind the Landscape Setbacks. Each Owner is responsible for, and shall cause, through appropriate contractual provisions, all contractors employed by such Owner to be held responsible for the costs of cleaning up any debris or waste improperly disposed of anywhere in Legacy. Each Owner and its contractors must maintain an attractive, clean nuisance-free environment on such Owner's Parcel during the period of construction. Declarant shall have the right to designate points of ingress and egress on each Building Site and within Legacy for construction vehicles. Once commenced, all construction shall be continued with due diligence and good faith until completion.
- b. Each Owner expressly covenants that it will prevent all adverse impacts (such as, but not limited to, air pollution, soil erosion, elimination of trees without replacement or increased runoff rates) to areas outside such Owner's Parcel in any way (negligent or otherwise) resulting from construction, alternation, maintenance, repair, replacement or removal of improvements on such Owner's Parcel and that it will indemnify and hold harmless the Association, the DRB and Declarant from any and all damages resulting therefrom.
- c. Eleven master survey monuments have been established within Legacy. All surveys will be tied back to at least two of these monuments. In the event any permanent survey monument is disturbed, the Association will be immediately notified so a replacement can be provided. All permanent secondary control points which are tied back to the master survey monuments should be set on concrete piles embedded in rock to prevent movement. Identification numbers from such secondary monuments will be provided by the Association.
- d. Prior to any excavation on a Parcel the Owner thereof will determine and mark the location of and will protect all existing utilities. Utility lines are to be located

before earth moving or drilling equipment operations are allowed to start near underground utilities. All backfill will be adequately compacted to prevent future settlement, especially under pavement and other structures. . Compaction by jetting is not allowed.

- 6.12 Zoning. No Owner other than Declarant shall apply for, or concur in any application for, or directly or indirectly aid or support any zoning change, or any amendment to any applicable zoning classification, that would affect in any way the zoning or applicability of the zoning ordinances of the City to Legacy or any portion thereof without the express prior written approval of Declarant. Notwithstanding the foregoing, however, an Owner may petition for a zoning change or amendment applicable to such Owner's Parcel if such zoning change or amendment does not affect any portion of Legacy not owned by such Owner.

**ARTICLE VII - EASEMENTS**

- 7.1 Utility Easements. Declarant hereby reserves for itself and its successors and assigns and hereby grants, sells and conveys to the Association and its successors and assigns, an easement for installation, maintenance, repair and removal of utilities, or other services (including, but not limited to, mass transit, electric power, water, storm drainage, sewer, natural gas, telephone, security and other telecommunications systems such as closed-circuit or cable television) or, over, under and across all portions of the Property within thirty (30) feet of Streets and within fifteen (15) feet from all boundaries of the Property other than those boundaries abutting Streets. Full right of ingress and egress shall be had by Declarant, the Association and utility companies at all times over the Property for the installation, operation, maintenance, repair or removal of any such utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility; provided, however, that any obstruction that is permitted to be placed and maintained in a landscape setback (which excludes, for example, any buildings) shall be restored upon completion of the work that made the removal necessary. Driveways are permitted to cross these easements for access to Parcels. Declarant or the Association shall have the right to assign and convey, in whole or in part, the easements so reserved to one or more public utility companies or to the City.

- 7.2 Other Easements. Declarant and the Association shall have, and Declarant hereby reserves unto itself and it successors and assigns and hereby grants, sells and conveys to the Association and its successors and assigns, an easement for full right of ingress and egress at all times over and upon the Property for the purpose of maintenance, repair or replacement of utilities and for the performance of the rights under Article VIII of this

Declaration, and for the carrying out by the Association of its other rights, functions, duties and obligations set out in this Declaration. Any such entry by Declarant or the Association upon the Property or any portion thereof shall be made with as little inconvenience to the affected Owner(s) as is practical under the circumstances. Each Owner shall reasonably cooperate in the granting of easements for storm drainage and otherwise for the benefit of adjoining sites.

#### ARTICLE VIII - MAINTENANCE BY OWNER

- 8.1 **Duty of Maintenance.** Each Owner shall have the duty and responsibility, at its sole cost and expense, to keep such Owner's Parcel and all buildings and improvements thereon in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following: prompt removal of all litter, trash, refuse and wastes; lawn mowing; tree and shrub care; watering; other Landscaping maintenance; keeping exterior lighting and mechanical facilities in working order; keeping lawn and garden areas, driveways and private roads in good repair; keeping all signs in good repair; complying with all government, health and police requirements; repairing exterior damage to improvements; striping of parking areas and repainting of improvements. The Association shall have the right to perform any maintenance, repair or replacement of Landscaping or Site Improvements on any portion of the Property upon the failure of the Owner thereof to do so with such failure continuing for ten days after written notice thereof is given by the Association to the applicable Owner.

#### ARTICLE IX - MISCELLANEOUS PROVISIONS

- 9.1 **Binding Effect and Duration.** The provisions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by Declarant, the Association and the Owners of portions of the Property and their respective legal representatives, heirs, successors and assigns, for a term commencing on the date that this Declaration is recorded in the Deed Records of Collin County, Texas, and ending August 31, 2007, after which time said Declaration shall automatically be extended for three successive periods of ten years each unless an instrument executed and duly acknowledged by a two-thirds vote of the Class A Members then owning land in Legacy and concurred in by Declarant, without the necessity of the joinder of any other party, has been recorded in the Deed Records of Collin County, Texas, agreeing to abolish this Declaration.
- 9.2 **Amendment.** This Declaration may be amended only by a written amendment approved by a vote of the Legacy Owners owning in the aggregate a majority of the acreage in Legacy and by Declarant and signed by Declarant and the Legacy Owners voting in favor of such amendment, with such amendment recorded in the Deed Records of Collin

County, Texas; provided, however, no amendment shall effect the second sentence of Paragraph 8 of Article III of this Declaration without the written consent of the Owner if such Owner is a Member. The joinder of any other party is not required in order for any such amendment to be effective.

- 9.3 **Enforcement.** Declarant, the Association or the Owners of portions of the Property shall have the right (but not the duty) to enforce the covenants, conditions and restrictions set forth in this Declaration. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any part of this Declaration or of any supplementary declaration, either to restrain violation or to recover damages, and against the land, to enforce any lien created by the provisions of this Declaration; and failure by Declarant, the Association or any Owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the nonprevailing party.
- 9.4 **Validity and Severability.** Violation of or failure to comply with these covenants, conditions and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing as an encumbrance on any part of the Property. Invalidation of any one or more of these covenants, conditions and restrictions, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect.
- 9.5 **Interpretation.** The Board shall have the right, power and authority to determine all questions arising under or in connection with this Declaration or any Supplement, as well as the Articles of Incorporation and Bylaws of the Association, and to construe and interpret their provisions. Any such determination, construction or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction to the contrary, shall be binding on the Owners. In all cases, the provisions set forth or provided for in this Declaration shall be construed together, in light of any applicable Supplement(s), and given that interpretation or construction which, in the opinion of the Board, will best effect the intent of Declarant's general plan of development as reflected herein. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The effective date of this Declaration shall be the date of its filing for record on the Records of the County Clerk of Collin County, Texas. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. The singular wherever used herein shall be construed to mean the plural when applicable and vice-versa, and

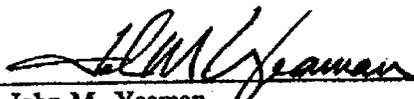
the use herein of any gender shall mean any other gender when applicable. This Declaration shall be construed under and in accordance with the laws of the State of Texas. The exhibits attached hereto are made a part hereof by reference.

- 9.6 Notices. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery; or (b) expedited delivery service with proof of delivery; or (c) United States mail, postage prepaid, registered or certified mail; or (d) prepaid telegram or telex (provided that such telegram or telex is confirmed by expedited delivery service or by mail in the manner previously described), to the Legacy Association at 5400 Legacy, Plano, Texas 75024 (or such other address stated in a notice to the Owners) and to each Owner at the last known address of such Owner as shown on the records of the Association and shall be deemed delivered when actually received when given in accordance with (a), (b) or (d) above, or when deposited in the mail in accordance with (c) above. Declarant may record a notice of its address change in the Deed Records of Collin County, Texas.
- 9.7 Notices to Mortgagees. The holders of a mortgage or mortgages on any portion of the Property may be furnished with written notification from the Association of any default by the respective mortgagor in the performance of such mortgagor's obligations as established by this Declaration, provided that the Association has theretofore been furnished, in writing, with the correct name and address of such mortgage holder or holders, and the request to receive such notification; and cure by said mortgage holder or holders within the times herein provided for performance by an Owner of such default shall be accepted.
- 9.8 Approvals. No approval by Declarant, the Board, the DRB or the Association, pursuant to the provisions of this Declaration or any Supplement thereto, shall be effective unless in writing, except as otherwise specifically provided herein.

IN WITNESS WHEREOF, Electronic Data Systems Corporation has caused this instrument to be executed this 3rd day of June, 1996.

**ELECTRONIC DATA SYSTEMS  
CORPORATION**

BY: \_\_\_\_\_

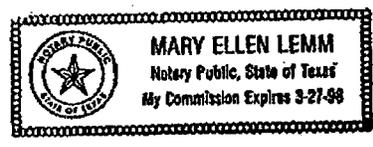
  
John M. Yeaman  
Director of Real Estate

ACKNOWLEDGEMENT

THE STATE OF TEXAS       §  
  §  
COUNTY OF COLLIN       §

Before me, the undersigned, a Notary Public, on this day personally appeared John M. Yeaman, Director of Real Estate, known to me to be the person and officer whose name is subscribed to the foregoing instrument and who acknowledged to me that the same was the act of the said Electronic Data Systems Corporation, a Texas corporation, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 4th day of June, 1996.



Mary Ellen Lemm  
Notary Public, State of Texas

Name of Notary: Mary Ellen Lemm

(SEAL)

My commission expires the 27th day of March, 1998

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EXHIBIT "A"

**TRACT 1  
FIELD NOTES**

BEING a tract of land located in the Maria C. Vela Survey, Abstract No. 935, the Obediah Epps Survey, Abstract No. 297, and the Jessie Stiff Survey, Abstract No. 793, Collin County, Texas and being part of a 1094.07 acre tract of land described by deed to Quorum Development Corporation as recorded in Volume 1171, Page 174, of the Deed Records of Collin County, Texas (D.R.C.C.T.), and also being part of a 141.882 acre tract of land described by deed to Electronic Data Systems, Inc. as recorded in Volume 1224, Page 204 D.R.C.C.T., and also being part of a 6.752 acre tract of land described by deed to Electronic Data Systems, Inc. as recorded in Volume 2739, Page 976 D.R.C.C.T., and being more particularly described as follows;

BEGINNING at a found 1/2-inch iron rod in concrete located at the southwest corner of Lot 3, Block S, Final Plat, EDS Communications Site, as filed for record in Cabinet F, Page 245, Map Records of Collin County, Texas (M.R.C.C.T.), said point being the most northerly northeast corner of a 884.491 acre tract of land described by deed to Clifton R. Haggard as recorded in Volume 1087, Page 441, D.R.C.C.T.;

THENCE North 89 degrees 44 minutes 39 seconds East, along the south line of said Lot 3, a distance of 170.00 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "HALFF ASSOC. INC.", hereinafter referred to as "with cap", for a corner said corner being the southeast corner of said Lot 3, and also being the most northerly southwest corner of Lot 2, Block S, Final Plat, SED Site, as filed for record in Cabinet F, Page 234, M.R.C.C.T.;

THENCE North 89 degrees 54 minutes 38 seconds East, along the south line of said Lot 2, a distance of 229.29 feet to a set 1/2-inch iron rod with cap for a corner;

THENCE South 48 degrees 59 minutes 38 seconds East, continuing along said south line, a distance of 283.37 feet to a set 1/2-inch iron rod with cap for a corner;

THENCE North 89 degrees 52 minutes 25 seconds East, continuing along said south line, a distance of 354.32 feet to a set 1/2-inch iron rod with cap for a corner, said corner being the point of curvature of a non-tangent circular curve to the right, having a radius of 1200.92 feet and whose chord bears North 30 degrees 24 minutes 48 seconds East, 441.52 feet;

THENCE Northeasterly, continuing along said south line, and along said curve through a central angle of 21 degrees 11 minutes 07 seconds, an arc distance of 444.04 feet to a set 1/2-inch iron rod with cap for the point of tangency;

THENCE North 41 degrees 00 minutes 22 seconds East, continuing along said south line, a distance of 182.68 feet to a set 1/2-inch iron rod with cap for a corner said corner being on the southerly right-of-way line of Tennyson Parkway (121 foot right-of-way);

THENCE South 48 degrees 59 minutes 38 seconds East, departing said south line and along said southerly right-of-way line, a distance of 1561.74 feet to a set 1/2-inch iron rod with cap for the

point of curvature of a circular curve to the left having a radius of 1382.71 feet;

THENCE Easterly, continuing along said southerly right-of-way line, and along said curve through a central angle of 39 degrees 00 minutes 22 seconds, an arc distance of 941.33 feet to a set 1/2-inch iron rod with cap for the point of tangency;

THENCE South 88 degrees 00 minutes 00 seconds East, continuing along said southerly right-of-way line, a distance of 1269.46 feet to a set 1/2-inch iron rod with cap for a corner said corner being the northeast corner of Lot 2, Block C, EDS Lakes Addition, an addition to the City of Plano, Texas, as recorded in Cabinet H, Page 529, M.R.C.C.T.;

THENCE South 80 degrees 00 minutes 00 seconds East, continuing along said southerly right-of-way line, a distance of 93.41 feet to a found 1-inch iron rod for a corner;

THENCE South 88 degrees 00 minutes 00 seconds East, continuing along said southerly right-of-way line, a distance of 169.16 feet to a found 1-inch iron rod for a corner;

THENCE South 43 degrees 48 minutes 10 seconds East, departing said southerly right-of-way line and along a corner clip at the southwest corner of Tennyson Parkway and Preston Road, a distance of 88.89 feet to a found 5/8-inch iron rod for a corner said corner being on the west right-of-way line of Preston Road (State Highway 289, 145 foot right-of-way);

THENCE South 00 degrees 23 minutes 40 seconds West, along said west right-of-way line, a distance of 782.50 feet to a found 5/8-inch iron rod for the point of curvature of a circular curve to the left having a radius of 5789.58 feet;

THENCE Southerly, continuing along said west right-of-way line, and along said curve through a central angle of 05 degrees 40 minutes 47 seconds, an arc distance of 573.92 feet to a set 1/2-inch iron rod with cap for a corner;

THENCE South 00 degrees 33 minutes 00 seconds West, continuing along said west right-of-way line, a distance of 216.00 feet to a set 1/2-inch iron rod with cap for a corner, said corner being on the north line of a 3.83 acre tract of land described and recorded in Collin County document number 95-0030080, D.R.C.C.T.;

THENCE North 86 degrees 44 minutes 12 seconds East, continuing along said west right-of-way line, a distance of 26.00 feet to a set 1/2-inch iron rod with cap for a corner, said corner being the point of curvature of a non-tangent circular curve to the left, having a radius of 5789.58 feet and whose chord bears South 10 degrees 46 minutes 48 seconds East, 678.40 feet;

THENCE Southerly, continuing along said west right-of-way line, and along said curve through a central angle of 06 degrees 43 minutes 03 seconds, for an arc distance of 678.78 feet to a found 5/8-inch iron rod for the point of tangency;

THENCE South 14 degrees 08 minutes 20 seconds East, continuing along said west right-of-way line, a distance of 296.49 feet to a set 1/2-inch iron rod with cap for a corner;

THENCE South 30 degrees 51 minutes 40 seconds West, departing said west right-of-way line and along a corner clip at the northwest corner of Preston Road and Spring Creek Parkway, a distance of 37.30 feet to a set 1/2-inch iron rod with cap for a corner said corner being on the north right-of-way line of Spring Creek Parkway (right-of-way width varies);

THENCE North 89 degrees 41 minutes 43 seconds West, along the north right-of-way line of Spring Creek Parkway, a distance of 511.60 feet to a set 1/2-inch iron rod with cap for a corner;

THENCE South 82 degrees 40 minutes 45 seconds West, along said north right-of-way line, a distance of 235.26 feet to a set 1/2-inch iron rod with cap for a corner;

THENCE South 70 degrees 14 minutes 50 seconds West, continuing along said north right-of-way line, a distance of 206.06 feet to a set 1/2-inch iron rod with cap for a corner;

THENCE South 81 degrees 34 minutes 50 seconds West, continuing along said north right-of-way line, a distance of 352.14 feet to a set 1/2-inch iron rod with cap for a corner, said right-of-way being 160 feet wide at this point;

THENCE North 89 degrees 41 minutes 43 seconds West, continuing along said north right-of-way line, a distance of 1170.36 feet to a set 1/2-inch iron rod with cap for a corner;

THENCE North 89 degrees 45 minutes 21 seconds West, continuing along said north right-of-way line, a distance of 49.32 feet to a set 1/2-inch iron rod with cap for the point of curvature of a circular curve to the right having a radius of 2073.88 feet;

THENCE Northwesterly, continuing along said north right-of-way line, and along said curve through a central angle of 56 degrees 53 minutes 45 seconds, an arc distance of 2059.40 feet to a set 1/2-inch iron rod with cap for the point of tangency;

THENCE North 32 degrees 51 minutes 36 seconds West, continuing along said north right-of-way line, a distance of 1398.93 feet to a set 1/2-inch iron rod with cap for a corner said corner being the point of curvature of a non-tangent circular curve to the left having a radius of 2350.35 feet, and whose chord bears North 36 degrees 04 minutes 03 seconds West, 271.97 feet;

THENCE Northwesterly, continuing along said north right-of-way line, and along said curve through a central angle of 06 degrees 38 minutes 02 seconds, an arc distance of 272.13 feet to a set 1/2-inch iron rod with cap for a corner said corner being on the common line between the previously referred to 1094.07 acre tract and the previously referred to 884.491 acre tract;

THENCE North 00 degrees 08 minutes 01 seconds West, departing said north right-of-way line and along said common line, a distance of 1513.72 feet to the POINT OF BEGINNING and containing 14,347,296 square feet or 329.4 acres of land SAVE AND EXCEPT all of Lot 1 and Lot 2, Block S of the Plano Tennyson Parkway Substation an addition to the City of Plano, Texas, as recorded in Cabinet G, Page 437 M.R.C.C.T. and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron pipe at the southwest corner of the previously referred to 1094.07 acre tract, said corner being on the south line of a 170 foot wide Texas Power and Light Company (TP&L Co.) electrical easement and right-of-way as recorded in Volume 681, Page 508 D.R.C.C.T.;

THENCE South 89 degrees 23 minutes 27 seconds East, along the south line of said 170 foot wide TP&L Co. electrical easement and right-of-way, at 1094.11 feet passing the northeast corner of the previously referred to 6.752 acre tract of land, continuing in all 1560.43 feet to the POINT OF BEGINNING, a point for a corner said corner being on the west line of said Lot 2, Block S, Plano Tennyson Parkway Substation;

THENCE North 00 degrees 33 minutes 04 seconds East, departing said south easement and right-of-way line and along the west line of said Plano Tennyson Parkway Substation, passing the northwest corner of Lot 2 and the southwest corner of Lot 1 at 4.97 feet, and continuing in all 376.47 feet to a set 1/2-inch iron rod with cap for a corner said corner being the northwest corner of Lot 1;

THENCE South 89 degrees 26 minutes 56 seconds East, along the north line of said Plano Tennyson Parkway Substation, a distance of 680.00 feet to a set 1/2-inch iron rod with cap for a corner said corner being the northeast corner of Lot 1;

THENCE South 00 degrees 08 minutes 01 seconds East, along the east line of said Plano Tennyson Parkway Substation, a distance of 360.51 feet to a set 1/2-inch iron rod with cap for the point of curvature of a circular curve to the right having a radius of 793.83 feet;

THENCE Southerly, continuing along the east line of said Plano Tennyson Parkway Substation, and along said curve through a central angle of 10 degrees 06 minutes 44 seconds, at an arc distance of 11.02 feet passing the southeast corner of Lot 1 and the northeast corner of Lot 2, and continuing in all an arc distance of 140.10 feet to a set 1/2-inch iron rod with cap for a corner said corner being the southeast corner of Lot 2;

THENCE North 89 degrees 26 minutes 56 seconds West, along the south line of said Plano Tennyson Parkway Substation, a distance of 673.64 feet to a found 3-inch aluminum disk for the southwest corner of Lot 2;

THENCE North 00 degrees 33 minutes 04 seconds East, along the west line of said Plano Tennyson Parkway Substation, a distance of 123.53 feet to the POINT OF BEGINNING and containing 340,922 square feet or 7.826 acres of land more or less. Leaving a net area of 14,006,374 square feet or 321.5 acres of land more or less.

TRACT 2  
FIELD NOTES

BEING a tract of land located in the Maria C. Vela Survey, Abstract No. 935, and the Obediah Epps Survey, Abstract No. 297, Collin County, Texas and being part of a 1094.07 acre tract of land described by deed to Quorum Development Corporation as recorded in Volume 1171, Page 174, of the Deed Records of Collin County, Texas (D.R.C.C.T.), and also being part of Lot 2, Block B, EDS Lakes Addition, an addition to the City of Plano, Texas as recorded in Cabinet H, Page 528, Map Records of Collin County, Texas (M.R.C.C.T.), and being more particularly described as follows;

BEGINNING at a found 5/8-inch iron rod located at the north end of a corner clip at the northwest corner of Tennyson Parkway and Preston Road (State Highway 289, 145 foot right-of-way), said point being 60.00 feet perpendicularly distant from the centerline of Preston Road;

THENCE South 46 degrees 11 minutes 50 seconds West, departing the west right-of-way line of said Preston Road and along said corner clip, a distance of 55.77 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "HALFF ASSOC. INC.", hereinafter referred to as "with cap" for a corner said corner being on the north right-of-way of Tennyson Parkway (121 foot right-of-way);

THENCE North 88 degrees 00 minutes 00 seconds West, along said north right-of-way line, a distance of 1246.75 feet to a point for a corner said corner being on the common line between Lot 1 and Lot 2, Block B of said EDS Lakes Addition, said corner lying in the waters of White Rock Creek;

THENCE North 24 degrees 24 minutes 01 seconds East, departing said north right-of-way line and along said common line, a distance of 405.07 feet to a point for a corner, said corner lying in the waters of White Rock Creek;

THENCE North 47 degrees 24 minutes 00 seconds East, continuing along said common line, a distance of 334.63 feet to a point for a corner, said corner lying in the waters of White Rock Creek;

THENCE North 04 degrees 24 minutes 40 seconds East, continuing along said common line, a distance of 646.83 feet to a point for a corner, said corner lying in the waters of White Rock Creek;

THENCE North 88 degrees 12 minutes 23 seconds East, departing said common line, a distance of 779.96 feet to a set 1/2-inch iron rod with cap for a corner, said corner being on the west right-of-way line of Preston Road (width varies at this point);

THENCE South 17 degrees 24 minutes 06 seconds East, along the west right-of-way line of Preston Road, a distance of 39.27 feet to a set 1/2-inch iron rod with cap for a corner;

THENCE South 08 degrees 26 minutes 27 seconds East, along said west right-of-way line, a distance of 195.32 feet to a set 1/2-inch iron rod with cap for a corner, said corner being 70.00 feet perpendicularly distant from the centerline of Preston Road;

THENCE South 00 degrees 23 minutes 40 seconds West, continuing along said west right-of-way line, a distance of 232.00 feet to a found 5/8-inch iron rod for a corner, said corner being 70.00 feet perpendicularly distant from the centerline of Preston Road;

THENCE South 89 degrees 36 minutes 20 seconds East, continuing along said west right-of-way, a distance of 10.00 feet to a found 5/8-inch iron rod for a corner, said corner being 60.00 feet perpendicularly distant from the centerline of Preston Road;

THENCE South 00 degrees 23 minutes 40 seconds West, continuing along said west right-of-way, a distance of 806.91 feet to the POINT OF BEGINNING and containing 1,251,189 square feet or 28.72 acres of land more or less.

## EXHIBIT "B"

LEGACY DEVELOPMENT  
FIELD NOTE DESCRIPTION

BEING a 2,444.698 acre tract of land situated in the following Collin County Surveys:

J. C. Barrow Survey, Abstract No. 91  
 Samuel H. Brown Survey, Abstract No. 108  
 Collin County School Land Survey, Abstract No. 149  
 Collin County School Land Survey, Abstract No. 150  
 Collin County School Land Survey, Abstract No. 153  
 Henry Cook Survey, Abstract No. 183  
 Jacob Cook Survey, Abstract No. 189  
 J. Degman Survey, Abstract No. 279  
 Obediah Epps Survey, Abstract No. 297  
 J. W. Hayes Survey, Abstract No. 458  
 Henry B. Miller Survey, Abstract No. 614  
 Garland R. Martin Survey, Abstract No. 622  
 Jessie Stiff Survey, Abstract No. 793  
 H. N. Thompson Survey, Abstract No. 896  
 Henry Cook Survey, Abstract No. 1102  
 William Garvin Survey, Abstract No. 1103

and the following Denton County Surveys:

Henry Cook Survey, Abstract No. 235  
 William Garvin Survey, Abstract No. 453  
 R. P. Hardin Survey, Abstract No. 611

and being all or a portion of the following tracts of land described in deeds to Quorum Development Corporation as recorded in  
 Volume 1171, Page 174      Volume 1176, Page 269      Volume 1176, Page 275  
 Volume 1178, Page 228      Volume 1181, Page 763      Volume 1304, Page 887  
 Volume 1304, Page 881      Volume 1257, Page 760      Volume 1348, Page 840  
 of the deed records of Collin County, Texas (DRCCT) and  
 Volume 985, Page 292      Volume 967, Page 364      Volume 1014, Page 68  
 of the Deed Records of Denton County, Texas (DRDCT); and being all or a portion of  
 the following tracts of land described in deeds to EDS Realty Corporation as recorded  
 in  
 Volume 1283, Page 513      Volume 1305, Page 344      Volume 1369, Page 123  
 Volume 1628, Page 650      Volume 1694, Page 819      Volume 1694, Page 822  
 of the Deed Records of Collin County, Texas; and being all or a portion of the following  
 tracts of land described in deeds to EDS Land Corporation as recorded in  
 Volume 1583, Page 779      Volume 1583, Page 782      Volume 2259, Page 697  
 of the Deed Records of Collin County, Texas and being all of a tract of land described  
 in a deed to Electronic Data Systems Corporation Retirement Plan and Trust as recorded  
 in Volume 1182, Page 818 (DRCCT), and being all or part of EDS Tract 2 being 57.77  
 acres, Tract 5 being 141.88 acres and Tract 5A being 15.00 acres; all of the  
 aforementioned tracts of land being conveyed to EDS Land Corporation by Certificate  
 of Amendment of Incorporation dated October 8, 1982 by deed recorded in Volume 1575,  
 page 131 (DRCCT); and effective April 1, 1987, EDS Land Corporation and EDS Realty  
 Corporation merged into Electronic Data Systems Corporation, said 2,444.698 acre  
 tract of land being more particularly described as follows:

COMMENCING at the centerline intersection of State Highway 121 (variable width right-of-way) and State Highway 289 (Preston Road, variable width right-of-way)

THENCE along the centerline of said State Highway 289, South 00°01'40" West a distance of 2469.10 feet to the beginning of a curve to the left having a radius of 3274.05 feet;

THENCE along said curve to the left, through a central angle of 05°55'56", for an arc length of 338.98 feet to a point;

THENCE departing the centerline of said State Highway 289, South 84°05'45" West a distance of 92.88 feet to the POINT OF BEGINNING of the herein described tract of land, said point being in the west right-of-way line of said State Highway 289 (150.00 feet wide at this point) and being in a non-tangent curve to the left from which the radius point bears North 84°02'21" East a distance of 3369.36 feet, said point having an EDS coordinate value of North 518,237.905, East 2,212,686.425 and being located North 00°44'20" East a distance of 4162.47 feet from BDS Monument No. 8 (BDS coordinates North 514,075.785, East 2,212,652.741);

36

THENCE following the west right-of-way line of said State Highway 289, as follows:

Along said curve to the left, through a central angle of  $17^{\circ}04'33''$  for an arc length of 1004.16 feet to a point for corner;

South  $00^{\circ}05'06''$  West, non-tangent to said curve, a distance of 343.28 feet to a point for corner;

North  $69^{\circ}59'18''$  East a distance of 150.47 feet to the beginning of a non-tangent curve to the left from which the radius point bears North  $61^{\circ}27'20''$  East, a distance of 3369.36 feet;

Along said curve to the left through a central angle of  $14^{\circ}15'00''$  for an arc length of 837.99 feet to the point of tangency;

South  $42^{\circ}47'40''$  East a distance of 1253.52 feet to a point for corner, said point having an EDS coordinate value of North 515,378.676, East 2,214,416.762 and being located North  $53^{\circ}51'52''$  East, a distance of 2209.13 feet from EDS Monument No. 8 (EDS Coordinates North 514,075.785 and East 2,212,632.741);

North  $46^{\circ}36'09''$  East a distance of 30.33 feet to a point for corner;

South  $42^{\circ}46'45''$  East a distance of 869.96 feet to the beginning of a curve to the right from which the radius point bears South  $47^{\circ}13'15''$  West a distance of 5594.32 feet;

Along said curve to the right through a central angle of  $04^{\circ}01'59''$  for an arc length of 393.80 feet to the beginning of a compound curve to the right from which the radius point bears South  $51^{\circ}15'15''$  West a distance of 1646.94 feet;

Along said curve to the right through a central angle of  $35^{\circ}06'26''$ , for an arc length of 1009.14 feet to the beginning of a compound curve to the right from which the radius point bears South  $86^{\circ}21'41''$  West a distance of 5594.32 feet;

Along said curve to the right, through central angle of  $04^{\circ}01'59''$  for an arc length of 393.80 feet to the point of tangency, said point having an EDS Coordinate value of North 513,142.970, East 2,215,656.994 and being located North  $03^{\circ}27'32''$  East a distance of 476.97 feet from EDS Monument No. 11 (EDS Coordinates North 512,666.870, East 2,215,628.216);

South  $00^{\circ}23'40''$  West a distance of 4815.68 feet to the beginning of a curve to the left from which the radius point bears South  $89^{\circ}36'20''$  East a distance of 5789.58 feet, said point having an EDS Coordinate value of North 508,327.406, East 2,215,623.840 and being located South  $30^{\circ}28'42''$  East a distance of 364.02 feet from EDS Monument No. 10 (EDS Coordinates North 508,641.130, East 2,215,439.202);

Along said curve to the left, through a central angle of  $05^{\circ}40'47''$  for an arc length of 573.92 feet to a point for corner;

South  $00^{\circ}49'40''$  West non-tangent to said curve, a distance of 213.11 feet to a point for corner.

South  $86^{\circ}59'03''$  East a distance of 27.00 feet to the beginning of a curve to the left, from which the radius point bears North  $82^{\circ}34'43''$  East a distance of 5789.58 feet;

Along said curve to the left through a central angle of  $06^{\circ}43'03''$  for an arc length of 678.79 feet to the point of tangency;

South  $14^{\circ}09'33''$  East a distance of 591.83 feet to a point for corner;

THENCE departing the west right-of-way line of said State Highway 289, as follows:

South  $89^{\circ}33'39''$  West a distance of 311.04 feet to a point for corner;

North  $00^{\circ}33'08''$  East a distance of 25.00 feet to a point for corner;

North  $89^{\circ}45'21''$  West a distance of 2103.20 feet to a point for corner;

North  $86^{\circ}47'30''$  West a distance of 149.34 feet to a point for corner;

South 87°56'05" West a distance of 364.71 feet to a point for corner;

South 89°49'00" West a distance of 1223.83 feet to a point for corner;

North 00°07'17" West a distance of 1575.79 feet to a point for corner;

North 89°23'27" West a distance of 1094.11 feet to a point for corner;

North 00°08'03" West a distance of 2359.34 feet to a point for corner, said point having an EDS Coordinate value of North 510,269.086 East 2,210,689.595 and being located South 27°55'29" West a distance of 56.60 feet from EDS Monument No. 7 (EDS Coordinates North 510,319.092 East 2,210,716.100);

South 89°44'39" West a distance of 3,551.66 feet to a point for corner;

North 00°10'34" West a distance of 1637.16 feet to a point for corner, said point having an EDS Coordinate value of North 511,890.379 East 2,207,132.922 and being located North 39°05'04" West a distance of 115.85 feet from EDS Monument No. 4, (EDS Coordinates North 511,800.455 East 2,207,205.960);

North 89°48'37" West a distance of 2437.81 feet to a point for corner;

South 89°28'48" West a distance of 2235.28 feet to a point for corner;

North 01°16'19" East a distance of 483.64 feet to the most southerly southeast corner of a tract of land conveyed to Frito-Lay, Inc. as recorded in Volume 1608, Page 470 of the Deed Records of Collin County, Texas;

THENCE along the easterly line of said Frito-Lay, Inc., tract of land as follows:

North 00°04'57" East a distance of 1199.43 feet to a point for corner;

North 45°49'50" East a distance of 1427.35 feet to the beginning of a non-tangent curve to the right from which the radius point bears North 44°04'54" East a distance of 2023.56 feet; said point being located in the southwesterly right-of-way line of Legacy Drive (variable width right-of-way);

THENCE departing the easterly line of said Frito-Lay, Inc. tract of land and following the southwesterly right-of-way line of said Legacy Drive with said curve to the right through a central angle of 21°20'13" for an arc length of 753.58 feet to the beginning of a reverse curve to the left from which the radius point bears South 64°52'36" West a distance of 137.00 feet;

THENCE along said curve to the left through a central angle of 93°53'16" for an arc length of 224.50 feet to the point of tangency, said point being located in the southerly right-of-way line of McDermott Drive (110 foot right-of-way);

THENCE along the southerly right-of-way line of said McDermott Drive as follows:

South 60°59'16" West a distance of 438.29 feet to the beginning of a curve to the right from which the radius point bears North 29°00'44" West a distance of 2,055.00 feet;

Along said curve to the right through a central angle of 28°50'08" for an arc length of 1,034.23 feet to the point of tangency;

South 89°49'24" West a distance of 295.81 feet to a point for corner;

THENCE departing the southerly right-of-way line of said McDermott Drive, North 00°10'36" West a distance of 55.00 feet to a point for corner;

THENCE North 89°44'59" West a distance of 179.41 feet to a point for corner;

THENCE North 00°29'08" West a distance of 1039.92 feet to a point for corner;

THENCE North 03°21'17" West a distance of 155.29 feet to a point for corner;

THENCE North 89°59'12" West a distance of 222.63 feet to a point for corner;

THENCE North 00°02'56" East a distance of 547.80 feet to a point for corner located in the southerly right-of-way line of State Highway 121 (variable in width);

*[Handwritten signature]*

38

THENCE along the southerly right-of-way line of said State Highway 121, as follows:

- North 71°22'00" East a distance of 163.61 feet to a point for corner;
- North 65°38'51" East a distance of 75.52 feet to a point for corner;
- North 65°53'55" East a distance of 128.05 feet to a point for corner;
- North 71°22'21" East a distance of 426.52 feet to a point for corner;
- North 71°39'38" East a distance of 928.39 feet to a point for corner;
- South 55°45'14" East a distance of 45.04 feet to point for corner;
- North 89°48'37" East a distance of 30.00 feet to a point for corner;
- North 31°10'38" East a distance of 73.42 feet to a point for corner;
- North 71°21'16" East a distance of 2283.90 feet to a point for corner;
- North 71°24'51" East a distance of 826.08 feet to a point for corner;
- North 71°27'04" East a distance of 468.94 feet to a point for corner;
- North 89°13'54" East a distance of 249.51 feet to a point for corner;
- North 00°32'33" West a distance of 80.84 feet to a point for corner;
- North 71°20'33" East a distance of 736.83 feet to a point for corner;
- North 83°16'39" East a distance of 101.51 feet to a point for corner;
- North 71°17'34" East a distance of 424.19 feet to a point for corner;
- North 85°32'11" East a distance of 96.63 feet to a point for corner;
- North 71°16'26" East a distance of 24.00 feet to a point in the centerline of Bishop Road (County Road);

THENCE departing the south right-of-way line of said State Highway 121 and along the centerline of said Bishop Road as follows:

- South 03°39'19" East a distance of 418.05 feet to a point for corner;
- South 09°57'58" East a distance of 546.37 feet to a point for corner;
- South 29°38'16" East a distance of 334.59 feet to a point for corner;

THENCE departing the centerline of said Bishop Road, South 87°55'53" West a distance of 26.65 feet to a point in the west right-of-way line of said Bishop Road;

THENCE along the west right-of-way line of said Bishop Road South 28°11'26" East a distance of 323.12 feet to a point for corner, said point having an EDS Coordinate value of North 517,251.758, East 2,207,888.411 and being located North 42°06'16" West a distance of 940.40 feet from EDS Monument No. 6 (EDS Coordinates North 516,554.049, East 2,208,518.937);

THENCE South 00°25'56" West a distance of 944.11 feet to a point for corner;

THENCE departing the west right-of-way line of said Bishop Road, South 89°34'04" East a distance of 21.17 feet to a point in the centerline of said Bishop Road;

THENCE along the centerline of said Bishop Road, North 00°25'56" East a distance of 163.97 feet to a point for corner;

THENCE departing the centerline of said Bishop Road, as follows:

- North 84°00'01" East a distance of 667.18 feet to a point for corner;
- North 41°27'07" East a distance of 95.64 feet to a point for corner;
- North 40°57'14" East a distance of 673.90 feet to a point for corner;

North 39°15'48" East a distance of 355.25 feet to a point for corner;  
 North 37°38'58" East a distance of 36.54 feet to a point for corner;  
 North 33°33'14" East a distance of 39.27 feet to a point for corner;  
 North 00°24'19" East a distance of 772.03 feet to a point for corner;  
 North 78°28'29" East a distance of 128.91 feet to a point for corner;  
 North 89°26'33" East a distance of 300.44 feet to a point for corner;  
 North 81°40'35" East a distance of 38.03 feet to a point for corner;  
 North 83°50'23" East a distance of 67.72 feet to a point for corner;  
 South 89°16'32" East a distance of 89.17 feet to a point for corner;  
 South 89°07'56" East a distance of 318.52 feet to a point for corner;  
 South 88°51'17" East a distance of 600.10 feet to a point for corner;  
 South 89°22'17" East a distance of 959.40 feet to a point for corner;  
 North 89°54'43" East a distance of 227.50 feet to a point for corner;  
 South 89°26'26" East a distance of 613.73 feet to the POINT OF BEGINNING  
 and containing within these metes and bounds 2,444.698 acres or 106,491,035  
 square feet of land save and except a 2.618 acre tract of land known as  
 Baccus Cemetary, leaving 2,442,080 net acres of land more or less.

The description of Legacy set forth in this Exhibit "B" include certain parcels of land ("Previously Sold Parcels") which have heretofore been conveyed to third parties and are not owned by Declarant. Nothing contained in this document is intended to, nor shall it, impose any obligations on the owners of the Previously Sold Parcels or impose any restrictions on the

or the Retirement Plan

40

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. COUNTY OF COLLIN TEXAS I hereby certify that this instrument was FILED in the File Number, Book and Page on the date and the time stamped hereon by me, and was duly RECORDED on the Official Public Records of Real Property of Collin County, Texas on

JUN 04 1996

*Helen Starnes*



COUNTY CLERK, COLLIN COUNTY, TEXAS

Filed for Record in:  
COLLIN COUNTY, TX  
HONORABLE HELEN STARNES

On 1996/06/04

At 4:18P

Number: 96- 0046024  
Type : RB 89.00

41