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RETURN TO:  
REPUBLIC TITLE OF TEXAS, INC.  
300 CRESCENT COURT, SUITE 100  
DALLAS, TEXAS 75201

99- 0019524

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**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
(Legacy Town Center)**

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This Master Declaration of Covenants, Conditions, and Restrictions (this "Declaration") is made as of the 16th day of February, 1999, by Electronic Data Systems Corporation, a Delaware corporation ("Declarant").

**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 the Property as a development to be known as "Legacy Town Center."

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.

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**

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- 1.1 **Purpose of Declaration.** The purpose of this Declaration is to promote the proper development and use of the Property and portions thereof in a manner that is consistent with the quality and integrity of the development of Legacy as a whole and to establish the consistent development and use of Legacy Town Center in particular; 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 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 portion of a Parcel 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 with respect to the land comprising Legacy Town Center and recorded or to be recorded in the Deed Records of Collin County, Texas (as applicable to any particular Parcel in question).
  - 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 rights-of-way within the Property and such other areas which may be designated as Common Areas in the Property by Declarant or the Association; (iv) 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 (v) any other areas

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("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. The TU Easement and the EMF Buffer Zone are not located on the Property. Each Owner of a Parcel within the Property shall have the same rights to use and enjoyment of all Common Areas as has been provided to any other Owner of real property within Legacy. Each such Owner may delegate its rights to use and enjoy the Common Areas to its tenants, their employees, guests, and invitees.

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). Each Owner of a Parcel within the Property shall have the same rights to use and enjoyment of all Common Facilities as has been provided to any other Owner of real property within Legacy. Each such Owner may delegate its rights to use and enjoy the Common Facilities to its tenants, their employees, guests, and invitees.

h. "Declarant" shall mean Electronic Data Systems Corporation, a Delaware 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.

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- 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. "Member" means each member of the Association as provided for in Article II hereof.
- n. "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.
- o. "Parcel" means a portion of the Property owned by a particular Owner.
- p. "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,

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tennis courts, signs, exterior windows, glazing or reglazing of 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, but expressly excluding (i) all construction, alteration, improvement, and maintenance of any and all building interiors and (ii) each building's interior design, furnishings, and appointments (such excluded matters being collectively referred to as "Interiors"). Under no circumstances shall Declarant, the Association, or the DRB have any right or authority to review or approve any Interiors. "Site Improvements" include both original improvements and all later changes and improvements.

- q. "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.
- r. "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 Exhibit "A" attached hereto. 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;

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- 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
- 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 Owners will be members except as provided below.
- 2.2 **Membership.** Each and every Owner automatically is and must remain 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 within 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; or (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 by an Owner other than a Non-Member Owner. Any transfer of title to a Parcel 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

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Owner unless such new Owner is a Non-Member Owner. All Owners shall notify the Association of any transfer of any parcel located within Legacy.

**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,

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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 eighty-five percent (85%) 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"):

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- 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;
- 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 Owners, including Declarant, in the same ratio that the number of acres of land in Legacy owned by such Owner (exclusive of Common Areas) bears to the total number of acres of land owned by all 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:

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- 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 Owners in the same manner as Regular Assessments are allocated among 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 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 Owner to be levied against, or by such Owner's employees, agents or other persons acting or failing to act with such 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 Owner or such Owner's employees, agents or persons whose actions were authorized or approved by such 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 Owner's parcel including the removal of trash, litter or abandoned items, and painting or general repair of items visible from any Common Area that the Owner thereof fails to maintain as required by the provisions of this Declaration, provided that such Owner fails to correct such deficiency within ten days after written notice thereof is given by the Board to such Owner.

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- 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 lesser of (i) the then prime rate of interest plus three percent (3%) or (ii) 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. The prime rate for any calendar month shall be the "prime rate" of interest, as published in the "Money Rates" table in The Wall Street Journal Eastern Edition (or if The Wall Street Journal is not available, then any nationally recognized financial publication), on the first business day of such calendar month.
- 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

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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 such may be 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;

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- 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 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)

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- leases; (v) construction, maintenance, operation and use of any communication conduit/duct system installed or caused to be installed by Declarant or the Association; and (vi) 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 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

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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;
- 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; and
- n. to promulgate Design Guidelines (the "Design Guidelines") to serve as a guide for the DRB in reviewing and approving or disapproving plans and specifications for Site Improvements and to revise such Design Guidelines from time to time as the Board, in its discretion, deems appropriate. Design Guidelines shall not, however, be inconsistent with the express terms of this Declaration.

4.4 Affiliated Contracts. The Board, acting on behalf of the Association, shall have the full power and authority to contract with any 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

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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

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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 to determine compliance with the relevant CCR's and the Design Guidelines. 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 unless Declarant otherwise agrees in writing. 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, the CCR's, and the Design Guidelines 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 comply with the relevant CCR's and the Design Guidelines, 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 Design Guidelines and 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 or the Design Guidelines 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, the Design Guidelines, 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

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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, the Design Guidelines, 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, the Design Guidelines, 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

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the information, drawings and data specified and required in the Design Guidelines and 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 Design Guidelines and 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 Design Guidelines and the relevant CCR's and this Declaration. If any of the plans or specifications that are submitted do not comply with this Declaration, the Design Guidelines, 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, the relevant CCR's and the Design Guidelines. 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

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variances from the Design Guidelines and 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, the Design Guidelines, or the relevant CCR's; and the Board and the DRB shall be entitled to take action as permitted under this Declaration, the Design Guidelines, or under the relevant CCR's with respect thereto.

5.5 Interior Alterations. The Owner may initially construct, make improvements to and otherwise alter the interior of any building on the Property without first obtaining DRB

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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 materially change the exterior appearance of such Site Improvements without first submitting plans therefor to and obtaining the written approval thereof from the DRB.

- 5.6 Changes. No construction 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 constructed on the Property. 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 the Legacy development and such other as-built information, including, but not limited to, the location, size and configuration of all above-ground improvements, paved areas and underground utilities, tract size, permeable surface area, ground floor square footage (footprint) of the primary use building(s), total square footage of the primary use building(s), ground floor square

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footage (footprint) of other buildings, and total square footage of the other buildings, 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 owned 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. Except as provided in Section 9.2(b) herein, 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 of this Declaration.

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- 6.3 **Set-Backs.** 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.
- 6.4 **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.
- 6.5 **Environment.** No Owner shall store (except for minor amounts of cleaning and related materials, other household and office products and other products and materials customarily used in the maintenance and landscaping of buildings, required for the normal day-to-day operation of such Owner's Parcel which are stored and used in compliance with applicable laws), 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.
- 6.6 **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 (unless approved by Declarant or DRB) all construction activities, temporary structure, storage of materials and equipment, all construction-related parking and temporary security fences shall be confined entirely to the relevant Parcel. 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

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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, subject to force majeure.

- b. Each Owner expressly covenants that it will use reasonable efforts to 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 the Legacy development. 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.

- 6.7 **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 change or purport to change the zoning or zoning classification of any portion of Legacy not owned by such Owner.

#### ARTICLE VII - EASEMENTS

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- 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 the setbacks for the Property provided in Paragraph 1.22 of Article X. 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 its 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;

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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 twenty (20) years after the date that this Declaration is recorded in the Deed Records of Collin County, Texas, 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 (if Declarant is then a Class B Member), 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.
- a. Except as otherwise provided in this Declaration, this Declaration may be amended only by a written amendment approved by a vote of the Owners owning in the aggregate a majority of the acreage of the Property and by Declarant (if Declarant is still a Class B Member) and signed by Declarant (if Declarant is still a Class B Member) and the 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.
  - b. Article X of this Declaration may be amended, supplemented, modified or waived by Declarant with respect to those portions of the Property owned by Declarant to address the specific character and/or contemplated use of the portions of the Property to which the amendment, supplement, modification or waiver shall apply. No such amendment, supplement, modification or waiver of Article X shall affect any portion of the Property owned by an Owner other than Declarant without such Owner's prior written consent. Any such amendment, supplement,

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modification, or waiver to Article X shall be set forth in a Supplement signed by Declarant and, if applicable, the Owner of such Parcel(s) affected thereby, if such Owner is other than Declarant. Such Supplement shall be recorded in the Deed Records of Collin County, Texas. In no event shall such amendment, supplement, modification, or waiver of Article X of this Declaration compromise the integrity of Legacy Town Center or the purposes of this Declaration as set forth in Section 1.1 above.

- c. Notwithstanding anything to the contrary contained in this Declaration and provided that Post Apartment Homes, L.P. ("Post") or any successor to Post is not then in material default of any of its obligations under that certain Contract for Sale and Purchase of Real Estate dated May 8, 1998, as amended, between Declarant and Post, that certain Option Agreement made as of February 16, 1999, between Declarant and Post and/or that certain Infrastructure Agreement made as of February 16, 1999, between Declarant and Post, no provision of Article XI of this Declaration may be amended, supplemented, modified or waived by Declarant or the DRB with respect to the Property or any Parcel unless such amendment, supplement, modification or waiver is pursuant to a written amendment approved by the Residential Representative, and is duly executed and delivered by Declarant and the Residential Representative, with such amendment recorded in the Deed Records of Collin County, Texas. Declarant and the DRB shall enforce and implement the Fixed Design Guidelines set forth in Article XI of this Declaration, as such Article may be amended, supplemented, modified or waived pursuant to this Section 9.2(c). "Residential Representative" means (i) Post, so long as Post owns any Parcel which is described in Exhibit "C", attached hereto and incorporated herein by this reference (the "Residential Parcels"), and (ii) thereafter, the Owner of any Residential Parcel to whom Post or any previous Residential Representative has assigned the rights as the Residential Representative hereunder, provided that there shall never be more than one Residential Representative. Notwithstanding anything to the contrary, the requirement that Post not be in material default in this Section 9.2(c) will be inapplicable if at the time of any amendment, supplement, modification or waiver of Article XI of this Declaration, wither (i) Post has acquired any Parcel for development primarily for multi-family use and is in the process of diligently developing such Parcel for said usage and Declarant has not exercised any right of repurchase with respect to such Parcel, or (ii) Post has substantially completed at least one building on the Property or any Parcel primarily for multi-family use.

As used herein, no material default will be deemed to have occurred if after Declarant's delivery of thirty (30) days prior written notice of default to Post, Post cures said default within said thirty (30) days period.

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- d. Notwithstanding anything to the contrary contained in this Declaration and provided that Post or any successor to Post is not in material default of any of its obligations under that certain Contract for Sale and Purchase of Real Estate dated May 8, 1998, as amended, between Declarant and Post, the certain Option Agreement made as of February 16, 1999, between Declarant and Post and/or that certain Infrastructure Agreement made as of February 16, 1999, between Declarant and Post, no provision of Article X of this Declaration may be amended, supplemented, modified or waived by Declarant or the DRB with respect to the Property or any Parcel if such amendment, supplement, modification or waiver would materially adversely affect the construction, development, operation or use of any development existing or proposed on any Post Residential Parcel, unless such amendment, supplement, modification or waiver is pursuant to a written amendment approved by the Residential Representative, and is duly executed and delivered by Declarant and the Residential Representative, with such amendment recorded in the Deed Records of Collin County, Texas. Declarant and the DRB shall enforce and implement the General Design Guidelines set forth in Article X of this Declaration, as such Article may be amended, supplemented, modified or waived pursuant to this Section 9.2(d).

As used herein, no material default will be deemed to have occurred if after Declarant's delivery of thirty (30) days prior written notice of default to Post, Post cures said default within said thirty (30) days period.

- e. In determining whether any proposed amendment, supplement, modification or waiver by Declarant or the DRB of any provision of Article X of this Declaration would have a material adverse effect on the construction, development, operation or use of any development existing or proposed on any Post Residential Parcel, the Residential Representative shall have the burden of proof of establishing such material adverse effect. Prior to agreeing to any amendment, supplement, modification or waiver of any provision of Article X of this Declaration, Declarant or the DRB shall provide written notice to the Residential Representative of the proposed amendment, supplement, modification or waiver, and if the Residential Representative fails to object to the proposed amendment, supplement, modification or waiver within twenty (20) days following its receipt of such notice, the Residential Representative shall be deemed to have agreed that such amendment, supplement, modification or waiver does not have a material adverse effect on the Post Residential Parcels.

- 9.3 **Enforcement.** The Association shall enforce the covenants, conditions and restrictions set forth in this Declaration. Declarant or the Owners of portions of the Property shall

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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 Design Guidelines, 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 in 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

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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 three days following deposit 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 shall 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.

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## ARTICLE X - SECTION 1

### DESIGN CRITERIA - GENERAL

- 10.1.1 **General.** All portions of the Property shall be developed in accordance with this Declaration, the Design Guidelines, and the relevant CCR's, as such are adopted and amended as herein or therein provided. The provisions of this Article set forth certain requirements which, in addition to the applicable provisions of this Declaration, the Design Guidelines, and the relevant CCR's, shall apply with respect to the development and use of the Property.
- 10.1.2 **CBD Character.** The intention with respect to the Property is to create a special district within Legacy that has characteristics which engender an urban sense of neighborhood or community. The creation of new development patterns mix and layer land uses and link housing with employment opportunities and an urban environment that is built at a human scale, is pedestrian friendly, and is not dominated by the requirements of the automobile. The architecture style shall be diverse between developments but shall share the common elements of "Prairie Style" design as envisioned in the Duany Plater-Zyberk masterplan (the "Master Plan"). The individual designs shall not look planned or contrived.
- 10.1.3 **Concepts.** The Master Plan, concepts, and the tract plan shown on Exhibit "D" attached hereto provide for a variety of land uses. These areas require different architectural considerations.
- a. **Central Business District.** "Central Business" or "CBD," shall mean a generally high density development use, including, but not limited to, office, Ancillary Retail (hereinafter defined), multi-family and mixed-use structures. Approximately 170 acres near the center of Legacy and astride the Tollway have been zoned Central Business (CB-1). This area is referred to as the Central Business District (CBD) and shall be characterized by higher density commercial buildings adjacent to major thoroughfares.
- Within the CBD, the taller buildings (six to eight stories as approved by the DRB) should be near the Tollway. The street scene should have a high proportion of hardscape, including wide sidewalks, with trees and other Landscaping to soften the area and make it inviting to pedestrians. Making this area attractive to pedestrians should be a major design consideration. Considerable soft landscaping within the hardscape, open plazas, easy

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pedestrian access, glass storefronts at street level, visitor drop-off areas; and similar features should be incorporated in designs. Setbacks should create a feeling of openness and light. Siting of structures must be especially sensitive to visibility and spatial quality and orient well to the major thoroughfares. It is important to establish a simple, clean, spatial relationship between buildings to create a cohesive, unified, central business district. Parking and service should be incorporated within or to the rear of Primary Use Buildings and designed to minimize visibility from nearby streets, however, parking will generally be located near the perimeter of the CBD areas to avoid any "dead" space that a pedestrian would have to walk past in order to get to an office, residence or retail area. Consideration should be given to shared parking and should be "disguised" as much as possible to compliment the primary structure through the use of similar material and landscaping.

b. Retail. "Retail" shall mean uses for the selling of goods, merchandise and services to the general public for personal or household consumption. Retail shall include, but not be limited to, restaurants, hotels, shopping complexes, banks, department stores, laundries, etc. User convenience should be a principal concern. The location of structures should reflect consideration of neighboring developments, roadway visibility and vehicular and pedestrian access and circulation. Linear retail centers shall maintain setbacks consistent with that of adjacent major office or other structures or as permitted within the CBD.

c. Residential. Multi-family development at Legacy should be organized to create a sense of place and neighborhood. These residential areas should compliment the urban setting of the CBD and have a complimentary architectural appearance with appropriate identity signage and entry features for each. They should be organized around central amenities, such as courtyards, plazas, or open spaces. Building siting should be used to form these spaces as well as to relate to adjacent streets.

Within a residential development area the site and building should exemplify high standards in planning and design principles.

d. Prohibited Uses. The following uses listed below and, as defined by the City Zoning Ordinance CB-1, are prohibited on the Parcel. Uses prohibited by any applicable City Zoning Ordinance affecting the Parcel which is more restrictive shall also apply.

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Arcade (except as located within an enclosed mall)  
Auto Parts Sales (in open)  
Auto Storage  
Boarding or Rooming House  
Bottling Works  
Building Materials and Hardware, Outside Storage  
Cemetery (Baccus Cemetery is an exception)  
Commercial Amusement (outdoor)  
Concrete or Asphalt Batching Plant (permanent)  
Contractors Shop and Storage Yard (unless incidental to ongoing construction and located on the parcel under construction)  
Convalescent Home  
Dance Hall  
Dry Cleaning Plant (except a plant that is exclusively a part of a retail dry cleaning store)  
Engine and Motor Repair  
Fairgrounds  
Farm, Ranch, Garden, Orchard (except as an interim use pending development to qualify for any special agricultural and open space tax elections)  
Feed Store  
Flea Market  
General Commercial Plant  
Gymnastic or Dance Studio (unless part of a larger mixed use/retail complex)  
Heavy Machinery Sales and Storage  
Home Occupation  
Household Care Facility  
Kennels (outdoor pens or the raising of domestic or farm animals)  
Massage Establishment (except as a part of a health club, medical facility or similar facility)  
Mausoleum  
Mobile Home Park or Trailer Park  
Mortuary or Funeral Parlor  
Motorcycle Sales/Services  
Nursing Home  
Open Storage  
Pawn Shop  
Portable Building Sales  
Restaurant (Drive-In)  
Retirement Housing

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Salvage or Reclamation of Products  
Sand, Gravel, Stone or Petroleum Extraction  
Sexually oriented shops or parlors  
Single-Family Residence, detached  
Small Engine Repair Shop  
Tattoo or "Skin Art" parlors  
Theater (Drive-In)  
Tire Dealer (with open storage)  
Tire Retreading and Capping  
Trailer or Mobile Home Display and Sales  
Trailer Rental  
Transfer Storage and Baggage Terminal  
Truck and Bus Leasing  
Truck and Bus Repair  
Truck Parking Lot (unless incidental to a use not prohibited)  
Truck Terminal  
Two-Family Residence  
Used Car Dealer  
Wrecking Yard  
Auto and/or Truck Lots (new and used)  
Mini-Warehouses  
Freestanding building primarily used as a warehouse  
Overnight Parking of Campers, Mobile Homes, Boats, Trailers, or Motor Homes  
Medium or Heavy Manufacturing  
Any use which in the opinion of the DRB, produces excessive smoke, noise, light, gas, fumes, dust, odor, vibration or danger of fire, explosion or radiation that is objectionable or constitutes a nuisance

- c. Ancillary Retail. "Ancillary Retail" shall mean retail uses that are incidental to a non-retail Primary Use Building (as hereinafter defined), are contained wholly within the Primary Use Building and are meant primarily for the convenience of the occupants of that or adjacent buildings. "Primary Use Building" shall mean and refer to any permanent building(s), such as, but not limited to, office buildings, data centers, commercial buildings, residential buildings, and retail establishments located on any Building Site and intended for use on a day-to-day basis principally to conduct business activities. Other types of buildings constructed and used in a supporting capacity, such as, but not limited to, parking structures and ground maintenance buildings, shall not be considered Primary Use

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**Buildings.** Retail shall be permitted within these structures at the sole discretion of the DRB.

10.1.3

**Common Area Site Improvements.** Each Owner, at its expenses, shall be required (a) to plant and install Landscaping within that portion of the Common Area contiguous to such Owner's Parcel, as provided in Article X, Section 6 of this Declaration; and (b) to install sidewalks in a location (not necessarily in the Common Area) that shall be mutually approved by Declarant and such Owner if, as, and when required by the City or the Declarant and in accordance with standards established by Declarant for a generally implemented sidewalk plan. An Owner, at its expense, shall have the right to install driveways across the Common Areas to provide access to its Building Site provided such installation complies with the requirements of these Supplemental Development Standards and Protective Covenants. Such driveways shall not be considered a part of the Common Facilities, and the Owner of the Parcel serviced thereby, at its expense, shall maintain such driveways in good condition and repair. No other Site Improvements shall be installed by any Owner on any of the Common Areas unless Declarant approves such installation in writing in advance. Declarant may install Site Improvements in the Common Areas to such extent as Declarant deems appropriate, consistent with Common Area improvements throughout the CBD. All Site Improvements in the Common Areas shall be constructed and installed in conformance with the standards used throughout Legacy.

**CBD Common Area Site Improvements.** Each owner, at its expense, shall provide the minimum required amount of unobstructed sidewalks as needed for each Street Sections (as designed by the Master Plan) within the CBD that is adjacent to the property. The sidewalks shall be located within the property boundary and shall be conveyed through an appropriate easement. Any streets that shall be installed at Owners sole expense shall be designed and constructed according to the existing CBD standards. All Common Areas equipment (both mechanical and non-mechanical), landscape, hardscape, irrigation systems shall comply with the existing CBD standards as developed for the initial infrastructure.

10.1.5

**Site Coverage.** City ordinances place certain restrictions on site coverage.

10.1.6

**Site Layout.** Site plans will be reviewed to assure that there is adequate space for access, parking, automobile and pedestrian circulation, landscaping and utility easements as well as for protection and insulation from noise and vibration in relation to adjacent sites. Site layout shall reinforce street edges and create pedestrian scaled open spaces.

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**10.1.7 Building Location, Orientation, Density, Size and Height.**

- a. Buildings should be arranged so as to reinforce the street edge. Buildings should be arranged to take advantage of topography and other natural features of the site. If possible, buildings should be arranged to provide views of and access to open space and natural features.
- b. A range of building heights should be provided to create interest and variety.
- c. Common facilities, i.e., clubhouse and leasing office, should be easily identifiable and accessible.
- d. Buildings within the CBD shall complement one another and adhere to the basic principals and design philosophies of the Master Plan.
- e. Residential Buildings within the CBD shall be no less than three (3) stories and not greater than eight (8) stories in height. Residential building may exceed this limitation under certain circumstances at the sole discretion of the DRB. In any event, special emphasis on taller buildings should be used to ensure that the structures are balanced and harmonious with lower structures to avoid a massing anomaly with the Town Center.
- f. Retail Buildings within the CBD shall be two (2) stories in height only. Retail buildings may waive this limitation under certain circumstances at the sole discretion of the DRB.
- g. Commercial Buildings within the CBD shall be not less than three (3) and not greater than six (6) stories (above-grade) in height. Commercial buildings may exceed this limitation under certain circumstances at the sole discretion of the DRB.

**10.1.8 Density.** Residential buildings within the CBD shall have a minimum density of 60 dwelling units per gross acre.

**10.1.9(A) Architectural Appearance, Materials and Colors.** The following guidelines apply within the Property:

- a. The exterior facade of a building shall generally not incorporate more than two basic building materials in addition to glass.

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- b. The building shall be finished on all sides so as to carry through the design concept to produce an integrated, harmonious and complete appearance.
- c. Design of secondary structures (including parking structures) shall be compatible with principal structures.
- d. All cladding materials shall be of a high quality, durable material such as, but not limited to, quarried stone, precast architectural (aggregate finish), concrete, brick, stucco and certain finished metal panels. Materials of questionable maintainability and perceived or real inferior quality such as, but not limited to, metal siding, wood and wood products, veneer coatings, simulated brick and simulated stucco are unacceptable.
- e. Building colors shall reflect quality architecture. Preferred colors are earth tones and other colors generally associated with the architecture in the CBD. Accent colors may be used to identify architectural features or highlight details. Large panels of bright colors not normally associated with Legacy buildings are not permitted.
- f. Buildings with a high percentage of glass are not permitted. The DRB may grant a variance from this restriction if at its sole discretion it determines that the building design merits such a variance.
- g. Highly reflective/mirrored glass (visible reflectivity greater than 40%) shall not be used without the express written approval of the DRB.
- h. No single building material of any one color should cover a high percentage of any building elevation with the exception of data centers, utility buildings and small buildings, unless approved by the DRB.
- i. Excessive ornamentation shall not be allowed.
- j. Multiple structures planned as part of a single ownership or project shall be designed in a unified architectural style.
- k. Individual structure design shall be compatible with the design of surrounding or nearby structures.

**10.1.9(B) Additional Requirements for the CBD:**

- a. Appearance

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**(1) General**

- (i) Each building should be designed to complement the architectural character of its immediate neighbors and to be sensitive to their materials, color, and scale.
- (ii) The major articulation of the facades should be confined to the corners of the urban block and to the area around entries, or at the visual terminus of streets and mews.
- (iii) Emphasize window sills more than window headers.
- (iv) Mullions should be used sparingly on retail windows.
- (v) Align the tops and bottoms (if possible) of windows and doors.
- (vi) Care should be taken to detail the underside of the soffit/overhang, as this condition is more visible than the roofing material in mid-rise buildings.
- (vii) Gutters and downspouts shall be incorporated as architectural elements within each building's façade and recessed. Low quality "residential" style or "rolled" aluminum surface mounted gutters are prohibited.
- (viii) Arcades and running awnings, if used, should extend to the sidewalk, minimum 4' in residential and 6' typical for commercial and retail uses. Variances may be granted at the sole discretion of the DRB.

**(2) Facade Ratio**

- (i) The ratio of glass to wall of the building façade shall not be more than 50% except at the ground level where Retail Frontages shall be a minimum of 70% void. This ratio should not be less than 20% for habitable structures.

**(3) Building Frontage**

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- (i) Buildings along a frontage line shall have facades or street walls placed on a minimum of 75% of the frontage line. A 6' front setback easement shall apply to all properties regardless of street category unless 6' of unobstructed sidewalk is provided in the ROW between the tree wells and the property line.

(4) **Building Articulation**

- (i) Buildings should be articulated only at the corner of the urban block and/or at the building entrance. Articulation at the corners is preferably in the vertical elevation. Care should be taken not to diminish the articulation and massing in this area.
- (ii) The building facade shall horizontally differentiate detail and/or material once below the top of the second story. The lower shall be of finer quality than the above particularly at the pedestrian level where premature wear and tear due to poor quality materials are most likely. The building facade shall show a horizontal band somewhere within the uppermost story.

(5) **Color and Texture**

- (i) **Facade Color:** The color of buildings shall be as approved by the DRB, regardless of the material. Stark white shall not be used. Highly reflective glass shall not be used.
- (ii) Stucco shall be smooth sand finish and/or trawled or as approved by DRB.
- (iii) Accent colors shall be selected to complement the dominant building color, and may be applied to window mullions, cornices and other architectural elements.
- (iv) Fluorescent colors shall not be used.
- (v) If within public view, roofs shall be finished in an architecturally appropriate color as approved by the DRB.

b. **Materials**

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**(1) Buildings**

- (i) The following primary (meaning greater than 10%) cladding materials are prohibited:
  - Aluminum siding or cladding
  - Galvanized steel or other bright metal
  - Wood/simulated wood or plastic siding
  - Simulated stucco products such as EIFS unless approved by DRB.
- (ii) Elements such as pilasters, cornices, string courses, window sills, lintels, and rustication add detail to a building's facade. Brick, cast stone, stone, ornamental metal, stucco and concrete may be used for such elements.
- (iii) The transition from the outdoors should be marked. Lobby materials should differ from those applied to exterior walls.
- (iv) Walls should show an articulated base course and a cornice on all frontages.
- (v) Walls shall show no more than two materials or colors. Materials shall change along a horizontal line, with the heavier material below the lighter.
- (vi) Walls may be finished in brick, stone, cast stone, or stucco products.
- (vii) Garden or planter walls shall be compatible with adjacent architecture.
- (viii) Wood/simulated wood where visible shall be painted.
- (ix) Brick mortar joints shall be struck.

**(2) Attachments**

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- (i) Chimneys, if visible, shall be clad in the same material palette as the building.
- (ii) Flues may be galvanized or painted metal.
- (iii) Porches and loggias shall have finishes of brick, cast stone, or cast metal.
- (iv) Signs shall be painted metal or as approved by the DRB.
- (v) Awnings shall be a metal armature with a canvas membrane. All canvas material must be as fade resistant as possible and replaced when fading does occur.
- (vi) Gutters, downspouts, and projecting drain pipes shall be made of galvanized metal.
- (vii) Arches and piers shall be no less than 1 x 1 foot.
- (viii) RESERVED.
- (ix) Railings and walls attached to buildings shall be developed as architectural extensions of the building, constructed of the same materials and in the same style.
- (x) Chimneys shall have a projecting cap.
- (xi) Balconies which cantilever shall be visibly supported by brackets unless approved by the DRB.
- (xii) Railings shall be painted metal.
- (xiii) Awnings shall be sloping rectangular without side or bottom soffit panels. Awnings shall not be internally lit.
- (xiv) Panelized materials, including keystones and quoins shall not be permitted.

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- (xv) Porches and balconies may not be enclosed by glass or screens.

(3) Roofs

- (i) Gables should not be superimposed unless the smaller is associated with a balcony, porch or entrance.
- (ii) Principal roofs if sloped shall be a symmetrical gable or hip angled between 3:12 and 8:12. Flat roofs shall be surrounded by a horizontal parapet wall no less than 3.5 feet high.
- (iii) Ancillary roofs (attached to walls of the principal building) may be sheds angled no less than 3:12.
- (iv) Eaves should be continuous except where they meet a major building articulation. Eaves shall overhang no less than 4 feet facing a street. Eaves shall have an elaborated soffit.
- (v) Gutters are encouraged to be profiled ogee at closed soffits and half-rounded at exposed eaves.
- (vi) Dormers shall be habitable and placed a minimum of 3 feet from side building walls.
- (vii) Roof penetrations, except for chimneys, including vent stacks, should be placed in the back slope of the principal frontage of the roof, in all conditions, shall be finished to match the color of the roof and minimized as much as possible.
- (viii) Skylights shall run generally parallel to the plane on which they are secured.
- (ix) Roofs, if sloped, shall be clad in metal or concrete tile. Flat roofs shall be finished with an elastomeric membrane.

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**(4) Openings**

- (i) Windows shall be single, double, triple-hung, or operable casements. Windows shall be vertical or square in proportion. Windows shall not be flush mounted.**
- (ii) Reserved.**
- (iii) Bay windows shall extend to the interior floor and be supported by visible brackets on the exterior unless approved by the DRB.**
- (iv) Screens when used shall cover the entire window area.**
- (v) Doors (except garage doors) shall be side hinged.**
- (vi) Shutters shall be sized and shaped to match the associated openings.**
- (vii) Doors on balconies shall be French doors.**
- (viii) Upper story openings shall be centered above lower story openings. Openings on gabled ends must be centered.**
- (ix) Storefront windows shall be in between 2 feet and 2.5 feet above ground level and shall reach to within 1 foot of ceiling height. Storefront windows shall be lit at night.**
- (x) Windows shall be made of painted aluminum or wood and clear glass with less than 10% tint or mirror.**
- (xi) Doors shall be painted.**
- (xii) Storefronts shall be made of painted aluminum. Storefronts may be made of painted wood with DRB approval.**

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- (xiii) Shutters shall be either louvered or paneled, and made of painted wood or metal.
- (xiv) Solid metal security gates or solid roll-down windows are not permitted.
- (xv) To prevent debris from a dryer vent from being deposited on an overhanging object, openings in the façade used for dryer vent connections shall not be placed over any structure, such as an awning.

10.1.10 **Finished Floor Elevation.** Owners should consider raising the finished floor height of low-rise buildings several feet above the surrounding grade level to improve views to and from the building.

10.1.11(A) **Screening.** Roof-mounted equipment, including, but not limited to, vent stacks and other penetrations, elevator machinery, storage tanks, antennas, compressor units and water towers shall be integrated into the building design and screened to minimize visibility from ground level. In all cases, roof-top screening shall use building materials similar to the façade of the building on which such items are located or be painted to blend with the building's walls and roof and create a smooth, clean appearance. The following elements shall be reasonably screened from ground-level view from Streets, entry drives, parking areas and building structures: trash containers; trash collection areas; maintenance facilities; ground-mounted utility equipment, including meters; storage areas; air conditioning chillers; storage tanks; truck staging and unloading areas; service areas; construction and maintenance equipment based on the Building Site (except when actually in use); tennis courts and swimming pools; antennas, towers and satellite dishes; loading docks and loading areas. Trash receptacles must be oriented toward service corridors and completely screened from view. Loading docks may be either fully or semi-recessed within structures to fulfill part or all of the screening requirements. Screening of loading docks and service areas is especially important in Retail. Such functions shall be located behind retail structures and well screened from view of neighbors unless approved by the DRB. Additional screening with masonry walls, topography or Landscaping may be utilized if necessary to comply with these screening requirements. It is the Owner's responsibility to screen utility company switchgear, splice cabinets and other surface-mounted utility equipment. All cabinets, wiring, conductors, lamps, transformers, ballasts, raceways, attachment devices and other equipment associated with signage shall be screened.

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10.1.11(B) Additional Screening Requirements for CBD:

- a. Loading areas and service bays. Service areas will be screened from adjacent property, all public rights-of-way, and from views from above or as approved by the DRB. Service areas should ideally be provided at the rear (side opposite the street) of all buildings. Where it is necessary to locate service areas on the side of buildings perpendicular to the street, special care must be taken to screen any view into the service area from motorists or pedestrians passing by on the street. Preferred methods of screening include walled entrances, landscaping, and depressed service areas. Wing walls are acceptable, but not encouraged; walls must be constructed of the same materials as the main building. Landscape material that is to be used for screening must be mature enough or of large enough size to provide adequate screen at the time of installation.
- b. Trash storage. Trash receptacles must be screened from public streets and must be easily serviced. All primary trash containers should be located in areas away from southern exposure and which allow minimized transfer of odor to an adjacent sidewalk, Common Areas or properties.
- c. Street level mechanical equipment. All ground-mounted service equipment including HVAC, all utility meters, transformers, electrical switchgear, communications equipment, cable television equipment, irrigation equipment, satellite dishes, play equipment, etc. shall be screened from the sidewalk. In addition, such equipment should be consolidated into a single enclosed service area where possible. Landscape material that is to be used for screening must be mature enough or of large enough size to provide adequate screen at the time of installation.
- d. Roof mounted mechanical equipment.
- (1) All roof mounted mechanical elements must be screened from view from the public right-of-way. This screening shall be accomplished in a manner which is architecturally compatible with the building design.
  - (2) When roof decks with mechanical units are visible from adjacent developments, they should be screened to reduce their direct view. This requires DRB approval.

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- (3) Roof mounted mechanical units and penthouses should be as symmetrically placed as possible on the roof deck. Penthouses should be proportionately blended with the basic architecture and must be shown in any conceptual rendering for preliminary approval by the DRB. Penthouses must provide the best possible screening in order to minimize views from adjacent developments. This also applies to equipment mounted on a parking structure.
- (4) Location and size of roof mounted satellite dishes of any type must be approved by the DRB. Proper screening shall be required.

e. Telecommunications equipment.

- (1) No communication towers are to be constructed unless owned by the city, the Association or Declarant or as otherwise approved by the DRB.
- (2) Private utilities such as security or communications systems, with appropriate DRB approval, may be installed in the public right-of-way. Declarant reserves the right to own or authorize any private utilities or infrastructure and the accessibility to the infrastructure and utilities that serve the general ownership within Legacy or the CBD.

10.1.12 Outside Storage. No outside storage of materials, supplies or equipment shall generally be permitted except during construction and for brief, temporary, non-periodic intervals. Where outside storage is essential, appropriate screening must be designed and approved by the DRB.

In addition, any residential units within the CBD that have public or private patios (or balconies) facing public view, these units must be restricted so as not to allow storage of any kind on the patios that can be seen from the Common Areas. In any event, patios must be kept presentable at all times.

10.1.13 Energy-Related Design. Solar panels or other energy conservation features must be approved by the DRB.

10.1.14 Service Areas. Subject to Article X, Section 11, Subsection 10, no service or delivery vehicles shall be authorized to park or load/unload along Streets, primary entry drives or visitor plazas except in the CBD where it might not be possible due to the nature of the design in which case required the approval of the DRB.

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In these instances, where approved, all efforts must be taken to minimize traffic disruption. All service areas shall be paved, curbed and internally drained. Service areas shall avoid conflict physically and visually with customer and employee access, parking, walkways, etc.

- 10.1.15 Drainage. All roof drainage shall be accommodated by roof drains that connects directly into the storm sewer except that drainage by downspouts is permitted on small or unusual roofs such as those over entrances, as may be approved by the DRB. Downspouts and emergency overflow scuppers shall be concealed or blend with the building facade to minimize their visibility. Installation of scuppers, with the exception of emergency overflow scuppers, that channel water from the roof over the edge of the structure is prohibited, except that unique roofs over entrances or unique roof designs may require scuppers or other solutions. Such concepts require specific approval of the DRB. No water from roofs, balconies or ledges shall be permitted to run down the facade of any building or parking structure. Roof water runoff shall be channeled directly into enclosed storm drainage systems. Wash down areas shall be drained so that water does not run onto adjacent pavement. All landscape planters that are visible from the Common Areas must also drain directly into the storm sewer system.
- 10.1.16 Fencing and Security. No fencing of any type is permitted in the CBD unless approved by the DRB.
- 10.1.17 Walls. All retaining or wing walls should be constructed of brick, stone or other materials of an appearance compatible with the Primary Use Building and should be integrated into the landscape where visible from the street. The plans and specifications of all walls are subject to the approval of the DRB. Refer to 10.1.9(B) for additional CBD requirements.
- 10.1.18 Service Boxes. Boxes for mail drops, newspapers and similar items shall be installed within buildings or an appropriate facility that screens the boxes from general view or as approved by DRB.
- 10.1.19 External Decorations. Sculpture, flags and other external decorations along the streets shall be subject to DRB approval. Seasonal decorations may be displayed at the appropriate times. CBD decorations shall comply with the CBD standards and are subject to DRB approval.
- 10.1.20 Reserved.

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10.1.21

**Soils.** The following measures are recommended in connection with expansive soils:

- a. Stabilize with lime under paved surfaces and extend stabilization three feet beyond the curb.
- b. Put major buildings on piers with structural slabs.
- c. Use crush boxes under grade beams, etc.
- d. Do not use external downspouts.
- e. Maintain a uniform moisture content near buildings.
- f. Use select backfill material under buildings.
- g. Do not impound surface water behind structural elements such as sidewalks and roads.

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10.1.22 **Setbacks.** The maximum setbacks within the CBD measured in feet from the boundary of the property are as follows:

**Central Business District**

	<i>Landscape* Setback to Surface Parking</i>	<i>To Building Structure</i>	<i>To Parking Structure</i>
From Legacy Drive	30	30	30
With a right-turn lane	20**	20**	20**
From Tennyson Parkway	30	30	30
With a right-turn lane	20**	20**	20**
From Parkwood Blvd.	15	15	15
With a right-turn lane	10**	10**	10**
From all other Streets	6	6	6
From side lot lines	0	0	0
From rear lot lines	0	0	0
From Dallas North Tollway	30	30	30
With a right-turn lane	20**	20**	20**

\*Sidewalks can be included in the landscape setback to adhere to the typical street section.

\*\* Setbacks may be increased or reduced in these areas as needed so that the setback is equal to any existing easements. However, the setbacks adjacent to a right-turn lane may not exceed those for the areas without a right-turn lane.

Setbacks not specifically required above shall comply with applicable City requirements.

The term "six-lane divided road" as used above means not only roads constructed with six traffic lanes, but also roads planned or approved by the City for six traffic lanes but may be constructed initially with fewer than six traffic lanes.

In cases of conflict in interpretation of "front," "side," or "rear," the more restrictive setback shall be observed unless otherwise approved by the DRB.

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- 10.1.23 Reserved.
- 10.1.24 **Building Setbacks.** Building Setbacks as defined above are required. No Site Improvements shall be constructed or installed within any Building Setback except (a) Landscaping; and (b) those Site Improvements permitted in Landscape Setbacks.
- 10.1.25 **CBD Setbacks.** Refer to 10.1.22. Owner must provide for the setbacks of sidewalks required by typical street sections. These typically require six feet , ten feet for retail main street, of setback, depending on the street section, to be dedicated as an easement in the future. However, in uses other than retail, if six feet of unobstructed sidewalk is provided in the right-of-way between the tree grate/well and the property line, the DRB may waive this requirement.

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**ARTICLE X - SECTION 2**

**DESIGN CRITERIA - SITE CIRCULATION**

10.2.1 **General.** Owner shall provide clearly defined ingress and egress to its buildings and associated parking areas.

10.2.2 **Vehicular Circulation.**

- a. Access driveways shall be designed to minimize congestion on Streets. Shared access drives are strongly encouraged.
- b. Reserved.
- c. Service and delivery activities shall be screened from public view or as approved by the DRB. Such areas shall not be easily visible from streets, other public areas or adjacent properties. No service or delivery vehicles may park or load/unload along streets, primary entry drives or visitor areas unless approved by the DRB. Adequate loading and maneuvering space shall be provided for trucks and other service vehicles.

d. **Additional Vehicular Circulation for CBD.**

- (1) **Site Access Controls.** A hierarchy has been developed within the street framework to facilitate smooth, safe, traffic flow and reduce potential traffic hazards. This hierarchy is defined by residential boulevards, residential collectors, residential streets and minor mews streets in descending order. The following site access guidelines have been developed to facilitate this system.
- (2) Lots having street frontage extending the entire length of the block may have a maximum of 2 curb cuts with DRB approval.
- (3) Small lots (with less than 100 foot street frontages) are allowed 1 curb cut per lot on all framework categories other than EDS Boulevard with DRB approval.

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- (4) Median cuts shall not be permitted unless approved by DRB.
- (5) Front vehicular access to individual townhouse/condominium units is prohibited.

10.2.3

Entrance Drives/Curb Cuts/Median Cuts. The Owner's site plan shall locate and configure roads and driveways to ensure a road system with minimum congestion. The following guidelines apply or as approved by the DRB:

- a. Minimize median and curb cuts. Such cuts require approval of both the DRB and the City.
- b. Median cuts for private entrances shall not normally be allowed. If such cuts are allowed by the DRB and the City, the Owner shall pay for the construction of the median cut and for any necessary modification, repair or relocation of utilities and for Landscaping. Such Landscaping will include appropriate plantings near the median tip as directed by the DRB.
- c. Reserved.
- d. Two-way traffic driveways shall have a minimum paved width of 22 feet and a maximum overall width of 36 feet. One-way driveways shall not be less than 15 feet wide, but such driveways are not encouraged because they add curb cuts.
- e. Driveways shall include a landscaped median not less than ten feet wide if the driveway is more than two lanes (22 feet) wide. This median shall extend from the street for a distance not less than the depth of the applicable Landscape Setback.
- f. Reserved.
- g. Paving: Driveways, including curbs and gutters, shall be paved with reinforced concrete or reinforced concrete base with asphalt topping (depending on the overall CBD specifications) in accordance with specifications subject to and approved by the DRB in writing. However, brick, concrete, paving stone, or natural stone may be used to accent all or portions of the driveways. All

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driveway subgrades shall have lime stabilization or equal unless otherwise approved in writing by the DRB.

- h. Sleeves for future utilities shall be placed under all driveways crossing the Common Areas and Landscape Setbacks. At a minimum, 2 4-inch sleeves shall be provided under the driveway in the Common Areas.
- i. Use of free right hand turn lanes is encouraged.
- j. Reserved.
- k. All curbs within the Property shall be concrete and designed to the CBD specification per the typical street section.
- l. All Common Areas or areas visible from the Common Area that require pavement markings or striping such as firelane designation, handicap areas, parking striping, etc. shall be permanent (not painted) and meet the CBD specifications.

10.2.4 Traffic Lights. The location of traffic lights shall be determined by the city. Traffic light poles and support standards shall conform in style, color and quality to those throughout the CBD as selected by Declarant. In the event a traffic light is approved by the City for a private entrance, the traffic light and the supporting pole shall be paid for by the Owner(s) requesting the traffic light.

10.2.5 Construction Standards. Any streets to be constructed by an Owner and dedicated to the City must be constructed to standards comparable to those of Legacy Drive. Any streets constructed within the CBD must comply with the construction standards and specifications for the CBD.

10.2.6 Pedestrian Circulation. The following guidelines apply:

- a. Site design shall accommodate pedestrian circulation from the Primary Use Building to parking and adjacent structure.
- b. Pedestrian and automobile traffic shall be separated to the extent responsible. Where such traffic crosses, consideration should be given to special paving or similar techniques to clearly mark such crossing.

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- c. Parking areas should contain clearly defined pedestrian corridors to provide safe access to adjacent buildings.
- d. A concern within Retail areas is pedestrian movement. Hence, parking should be located convenient to a pedestrian circulation corridor. Pedestrian circulation between Retail and adjacent office structures is encouraged. Circulation areas should be generally free of vehicular or service traffic and free of standing water. Site, roof or parking area runoff shall not drain across these areas.

10.2.7

Sidewalks. Sidewalks shall be provided within the CBD and Common Areas and designed as required by the typical street sections and existing construction specifications. Street sections require at least a six-foot (6') wide sidewalk within the property line and adjacent to all public right-of-ways to adequately accommodate pedestrian traffic. Residential development may have this requirement waived with DRB approval. However, in uses other than retail, if six feet of unobstructed sidewalk is provided in the right-of-way between the tree grate/well and the property line, the DRB may waive this requirement. Refer to 10.1.22 and 10.1.25.

10.2.8

Public Transportation. The location of public transportation, such as a DART rail line, buses and/or people movers, shall be approved by Declarant. Owners shall reasonably cooperate with Declarant and the Association to make public transportation routes feasible.

10.2.9

Heliports. Heliports and helistops require approval by the Federal Aviation Administration, the City and the DRB. Proposed sites must be of sufficient area and provide adequate clear approaches to operate helicopters safely with minimum disturbance to other sites. Approach routes must not allow helicopters to fly at a low altitude over adjacent buildings or public roads. Adequate precautions must be taken to reduce the potential for accidents. Heliports and helistops must be properly equipped and clearly marked. Heliports must be landscaped in a manner that does not create a safety hazard. If a heliport is to include refueling and storage facilities, these must be designed and landscaped to be aesthetically pleasing. Any such structure must be architecturally compatible with the Primary Use Building on the site.

10.2.10

Central Business Standards.

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- a. Reserved.
- b. It is recommended that service and delivery activities occur underground or interior to the Primary Use Building, to be adequately screened. Exceptions may be approved by the DRB for certain commercial, retail and residential situations within the CBD and in which case the service must be as inconspicuous as possible. To the extent practical, such entries shall be at the rear of Primary Use Buildings and shall not be visible from Streets.
- c. Services from the streets shall be permitted with DRB approval provided that the service is properly screened, will not cause offensive odors (waste storage and removal) or nuisances to nearby pedestrians and if services are scheduled after normal working hours.
- d. Special emphasis needs to be given during the design process to pedestrian circulation within the CBD area. This includes adequate access from block to block, building to building, and parking to building.

**ARTICLE X - SECTION 3**

**DESIGN CRITERIA - PARKING**

10.3.1

**General.** Owners must provide adequate parking areas for all residents, commercial and retail employees, the handicapped, visitors, customers and service vehicles. Location, size and design of parking, whether surface or structured, are subject to approval of the DRB. Access to parking areas shall be designed to minimize stacking on Streets. Parking spaces shall not be used for permanent or temporary storage of trucks, trailers, buses or other such equipment; provided, however, that the parking of maintenance or similar equipment on a regular basis may be allowed if adequate screening as approved by the DRB is provided.

10.3.2

**Capacity.** Parking areas shall be sufficient to accommodate all current and future parking needs for employees, residents, the handicapped, and visitors.

10.3.3

**Surface Parking.** Surface parking lots, including visitor parking areas, shall be designed to the following criteria; however, they must at a minimum meet City requirements.

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- a. Constructed of concrete with concrete curbs constructed on a stabilized sub-base. Brick pavers or an equal are also acceptable for sidewalks, crosswalks, etc.
- b. **Plans and Specifications:** All plans and specifications submitted to the DRB shall include specific information as to construction materials and methods to be used, and diagrams of the number, type and configuration of parking spaces necessary. All construction must satisfy at a minimum, City requirements.
- c. Screened to minimize the ground level view of automobiles below their hoodlines and otherwise reduce the ground level visibility of vehicles and parking surfaces from Streets.
- d. Landscaped in accordance with Article X - Section 6.
- e. Depressed, if feasible.
- f. Large parking areas should be divided into multiple lots with landscaped borders as well as internal plantings. Sections should be separated by Landscaping and, as appropriate, internal drives.
- g. Provide clearly defined walkways and crossings of vehicular routes for the movement of people to the principal buildings.
- h. Where practical and as approved by the DRB, provide a landscaped area between the principal structure and parking except visitor parking.
- i. Linear Retail and smaller Retail areas shall use only surface parking unless otherwise approved by the DRB.

#### 10.3.4

#### Structured Parking

- a. Reserved.
- b. Underground or parking within the Primary Use Building is encouraged as well as shared parking accessible from two or more buildings.

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- c. Structured parking shall be designed to minimize the ground level view of automobiles below their hood lines.
- d. Owners are encouraged to depress the first level of parking garages below grade unless otherwise approved by the DRB.
- e. Planters and vegetation on parking garages are strongly encouraged to minimize the "appearance" of a parking structure especially within the CBD.
- f. Within reason, internal signage and lighting shall not be visible from outside the parking structure.
- g. Parking decks at the perimeter of structured parking shall be horizontal unless otherwise approved by the DRB.
- h. Structured parking shall be compatible with the Primary Use Building in material, color and design.
- i. Parking structures shall be located to minimize visibility from streets or adjacent properties.
- j. Unless integral to the Primary Use Building, the area between the Primary Use Building and the parking structure, unless required for a fire lane, shall be landscaped and of a width approved by the DRB.
- k. Structured parking shall be used in conjunction with mid-and high-rise office unless otherwise approved by the DRB.

**10.3.5 Additional Central Business Standards.**

- a. Views to the top level of each parking garage shall be screened or softened from public streets and adjoining properties and buildings to the extent possible.
- b. Pedestrian entrances to parking garages shall be directly accessed by a sidewalk or mews, or through internal building vestibule.
- c. Structured parking shall be provided for buildings over three levels.

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- d. Garages that have frontage on public streets shall have an architecturally finished facade, complementary to the surrounding buildings.
- e. Where possible, the narrow facade of the parking garage should be oriented to the street.
- f. Sloping ramp conditions should not read strongly on a garage's facade.
- g. Surface parking lots must be screened from all adjacent public streets and neighboring sites. The screening must extend along all edges of the parking lot and must be at least 6 feet in height, 80% opaque, compliment adjacent buildings and be built on the building line. Screening may be accomplished through the use of masonry walls, ornamental metal, and deciduous and evergreen plant materials (or combinations thereof). Planting beds for screen plantings shall be minimum of 3 feet in width.
- h. All parking areas must be internally drained, completely curbed, and paved. A maximum slope and cross slope of five (5) percent shall be maintained within parking areas, wherever possible. Parking aisles must have landscaped areas or "islands" if the lot is larger than 100 spaces. Existing trees in the parking area should be saved in clumps and as specimens wherever possible. Parking areas and driveways may not be included in open space calculations.
- i. All parking is encouraged to be structured. Where this is not possible, these parking areas should appear inconspicuous and visually screened from adjacent property by planting of new trees and shrubs and by the preservation of existing trees.
- j. Provide 25 square feet of softscape landscape area for each required parking space in all surface parking lots.
- k. In addition to the above item, provide min. 5" caliper shade trees planted at the rate of one tree per ten parking spaces in surface parking lots. Locate trees in order to maximize their shading effect without compromising plant viability. Tree material must be in accordance with existing CBD standards.

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1. Additional standards for CBD may be adopted in the future.

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## ARTICLE X - SECTION 4

### DESIGN CRITERIA - SIGNAGE

10.4.1

**General.** Signage within Legacy shall include safety signage, directional signage, Legacy identification signage and signage identifying an Owner's Parcel. Such signage shall be of a consistent, tasteful quality. Signs should be clear and easy to read. All signs require the approval of the DRB, and in reviewing proposed signage, the DRB shall consider the sign's location, orientation, size, shape, design, color and content as well as the following guidelines.

10.4.2

#### Permanent Signs.

- a. All traffic signs shall be consistent in design throughout the Streets within Legacy. The standards for this signage shall be established by Declarant. Such signage shall be installed only by the City, the Declarant, the Association or an Owner as directed by the DRB.
- b. Legacy directional signage shall be within or adjacent to the Common Areas and shall be consistent in design throughout Legacy, although the Central Business District may have a different signage standard than the remainder of Legacy. Standards for signage shall be established by Declarant. Such signage shall be installed only by the Declarant, the Association or by an Owner if specifically directed by the DRB. Directional signage internal to an Owner's site is permitted providing the signage is simple, clear, designed to reflect the character of the site architecture and is located to have minimum visibility from beyond the Owner's property line. To the extent practical, internal site signage shall have a low profile and, except for entry signage, shall not be located within the Landscape Setback. Signage within parking structures should not be easily visible from outside the structure. Declarant or the Association shall have the right to install and maintain standard Legacy directional/informational signage on the Property adjacent to Streets.
- c. Unless otherwise approved by the DRB, there shall be only one ground mounted sign on each Street frontage of a Building Site, which sign shall generally be erected near the main entry driveway to such Owner's tract and shall be compatible with the architecture

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of the Primary Use Building on such tract. Said sign shall not exceed a length, height or width approved by the DRB. Such signs shall be illuminated at night by concealed floodlights from ground level or backlit, as approved by the DRB. No lights exposed to view from the Street shall be mounted on the sign. An Owner may use only its business logo, name and street number (but not the street name) on its entry sign. Smaller ground mounted monument signs comparable to the primary entry sign described above are permitted at other entry points for large tracts and within the Central Business District. Lettering on these smaller signs is limited to the company name and purpose of entry, e.g., "Visitors' Entrance." Retail centers and standalone Retail also may have one ground mounted sign similar to the above within the Landscape Setback in front of their building. Entry signs shall not be located closer together than 300 feet without prior approval of the DRB.

d. Unless otherwise approved by the DRB, within Retail areas, a single building mounted sign shall be permitted for each Retail user or tenant. Such signs shall be limited to the trade name of the Retail store and shall be consistent in height, color and location on the building within the particular Retail development. Signage shall not be allowed above the facade roof line or protruding from a mansard-type roof. Such signs shall be legible from the Street and of a size approved by the DRB.

e. Reserved

f. Pylon-type signs require specific DRB approval. Such approval shall be given rarely. In those few circumstances where pylon signs are permitted, they shall be associated with Retail uses outside the Central Business District area and shall not be used in association with Ancillary Retail uses in a Corporate Campus use. Such signs shall not exceed a height established by the DRB.

g. Multiple tenant occupied office buildings may install one monument sign of a size approved by the DRB, identifying the building, its street number and the principal tenants within the building. This sign is in lieu of the building entry sign described in Article X, Section 4, Subsection 2(c).

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- h. Reserved.
- i. Signage mounted on a building surface shall generally not be allowed within the Property except for Retail or the Hotel. Hotel may install a sign on one façade of the hotel's adjacent parking structure at the sole discretion of the DRB. Residential building shall be allowed to install building numbers and addresses on the façade, however, all efforts must be used to minimize the size and the DRB must approve the final design. Variances can be granted by the DRB if at its sole discretion such request is warranted and done in a manner reflecting quality. Temporary signs, banners or similar advertising signage are not permitted on a building facade. Retail within a Primary Use Building may have appropriate signage as approved by the DRB.
- j. The Declarant shall have the right to install Legacy signs at appropriate entrances to the development.
- k. Freestanding Retail structures shall generally be allowed a maximum of two signs. One sign may be attached to the building wall and the other may be ground mounted as follows:
  - (1) Attached (Wall Mounted) Sign: The sign message shall be limited to the name of the establishment and may contain a logo. Sign dimensions shall be approved by the DRB.
  - (2) Ground Mounted Sign: A ground mounted sign (within the landscape setback) shall carry the same message as the sign attached to the building and shall have characteristics similar to those in Article X, Section 4, Subsection 2.
- l. Movie theaters are allowed a building mounted sign and a ground or façade mounted marquee only at the sole discretion of the DRB. The building mounted sign shall state the name of the theater. The marquee shall include the name of the theater and space for current programs. The exact size and configuration shall be approved by the DRB.
- m. Other requirements for signage shall be addressed to the DRB.

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10.4.3

**Temporary Signs.** After construction of a building on any Building Site has commenced, one temporary construction/leasing sign with the maximum dimensions of eight feet (8') by twelve feet (12') mounted on two (2) six inch (6") by six inch (6") posts announcing such construction may be erected. Pending start of construction, a single sign announcing the "Future Home of..." and where to apply for employment is permissible. All such signs shall be constructed of dimensional lumber and shall have all exposed surfaces painted. If a sign is to be supported by exposed posts, the base of the sign shall be framed out to give a finished appearance. Such signs may set forth the name of the project, a short description of the project, the owner, contractor, architect, engineer, financing information, completion date, and leasing information. No sign is to be constructed more than two and one-half feet (2 ½') above ground level to the base of the sign unless otherwise approved in writing by the DRB. Each such sign shall be removed upon occupancy of ninety percent (90%) of the space within the buildings to which such sign relates or no later than one year from project completion, whichever ever occurs first. Time limits may be extended at the discretion of the DRB. Such temporary signs shall conform to a standard format provided by Declarant. Lighting shall not be used for temporary signs unless otherwise approved by the DRB. Leasing banners will not be permitted.

10.4.4

**Signage Criteria.** The following general requirements and prohibitions shall apply to the usage and installation of all exterior signs.

- a. Signage within and adjacent to the Common Areas, including, but not limited to, directional, traffic control and street identification signs, shall be constructed to the specifications for the existing signage installed by Declarant throughout the CBD.
- b. Flashing, blinking, moving, exposed light, iridescent colors, fluorescent materials, animated or audible signs, banners, screamers, balloons and searchlights are not permitted. Political campaign, real estate and similar signs are also prohibited.
- c. Neon or gas tubing signs shall generally not be permitted. The DRB may make exceptions in Retail areas.
- d. Portable (trailer) signs are prohibited.

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- e. Signs with three dimensional, vacuum-formed plastic sheets are prohibited.
- f. Billboard signs or other signs that advertise a product are prohibited. No product advertisements or pictures shall be displayed.
- g. No Owner shall add or request permission from the City to add any lettering to any water tower or utility structure located within Legacy or to change the color of a water tower or utility structure. Subject to City approval, the only lettering shall be limited to the City name and logo and the word "Legacy."
- h. All office building tenant/directory information, except as permitted in Article X, Section 4, Subsection 2, shall be located inside the building.
- i. Any signs advertising property or building space for sale or lease, except as permitted in Article X, Section 4, Subsection 3, are prohibited.
- j. No signs are permitted on a building facade except as specifically permitted in this Article but in any event must be approved by the DRB.
- k. Signage shall have no exposed wiring, conduits, tubing, lamps, ballast boxes or raceways. All cabinets, transformers, ballasts, attachment devices and similar equipment shall be concealed.
- l. In general, the informative content of all signs shall be limited to letters designating the establishment name and/or type of establishment (which designation shall be generally description and shall not include any specification of the merchandise offered for sale therein or the services rendered therein), and shall contain no advertising devices, slogans, symbols or marks except company logos.
- m. No building mounted sign or any portion thereof may project above the parapet wall or top of the exterior wall or building facade upon which it is mounted, with the exception of the movie theater which shall be at the sole discretion of the DRB. No rooftop signs of any

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type shall be permitted. No signs perpendicular to the face of the building or facade shall be permitted unless approved by the DRB in a Retail area such as an arcade.

- n. The letters on signs shall be consistent in style and type. No signage shall be painted on a building facade or ground mounted sign. Traffic and general directional signs are exempt from this requirement.
- o. Glass areas of storefronts, offices and leasing offices shall remain free of graphics except the address, hours of operation and entrance/exit information unless otherwise approved by the DRB.
- p. Unless otherwise approved by the DRB, sign colors are limited to one color for the lettering and one color for the background. Generally, the background color should be darker than the letter color. Company logos may be the trademark color.
- q. All materials used in signage, except temporary signage, shall be durable, of permanent nature, require minimum maintenance and be resistant to weathering and staining.
- r. The height of projections and depth of recessions off the sign supporting surface shall be approved by the DRB.
- s. Sign illumination, if used, shall be concealed.

10.4.5

Additional CBD Signage, Storefronts and Awnings Requirements.

a. Retail and Residential Tenant Signage. The intent of the Retail Tenant Design Criteria is to create an effective retail environment in a manner consistent with a vibrant urban setting. All residential signage must be approved by the DRB. The exact size, shape, color, design and configuration for Residential and Retail signs shall be approved by the DRB.

b. Underlying Concepts.

- (1) Highly restricted signage detracts from the excitement of shopping. Shop fronts should be individually designed.

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- (2) Both vehicular and pedestrian traffic must be addressed.
- (3) Exterior tenant elements (storefront, awnings, signage and window displays within the 5' of the exterior glass) should convey individuality and differentiate one business from the other.
- (4) Exterior tenant elements should be different in appearance from similar elements found in suburban retail developments.
- (5) Exterior tenant elements of each particular tenant should be highly graphic and designed to work together as a whole.
- (6) Diversity in tenant signage and storefront design will create a richer, more interesting urban environment.

c. Storefront Guidelines.

- (1) Each storefront shall be an integrated design to include the storefront, the entrance, and the signage. Signage shall not exceed 24 inches in vertical dimension when applied to the building facade. Blade signage shall not exceed 12 inches in vertical dimension. Signage shall not be translucent.
- (2) Signs attached to buildings shall be integral to the storefronts and shall be externally illuminated.
- (3) The main entrance of each lease space shall be covered or protected in some manner. Examples of such protection include, but are not limited to, awnings and recessed entries.

d. Glazing. Standard aluminum storefront framing systems with large expanses of glass, similar to those found in typical suburban shopping centers, are discouraged and shall in no event constitute more than 40% of a tenant storefront. Butt-joint glazing, or structural silicon systems using aluminum interior support members will not be considered standard storefront systems and are exempt from the 40% limit.

e. Color and Infill Materials.

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- (1) Storefronts and signage shall be painted dark gloss color. Lettering may be any color, except fluorescent.
- (2) The following materials and sign types are not allowed:
  - (i) Box signs; Internally illuminated can letters having Plexiglas or other translucent letter faces,
  - (ii) Back lit, translucent fiber glass or plastic awnings such as "Panaflex";
  - (iii) Plaque signs with painted, vinyl or other surface applied letters.

f. Awnings. Awnings are strongly encouraged. Awnings shall:

- (1) Occur within the Permissible Fixed Awning Area (no lower than 8' above sidewalk (excluding valances) and no higher than the underside of the signband);
- (2) Extend no more than 6' from the building face;
- (3) Be constructed of metal, glass, canvas, or any other suitable material other than back-lit, translucent fiberglass or plastic such as "Panaflex", which is prohibited. In the event that canvas is used, all efforts must be taken to ensure the material will not fade. If the material does fade, Owner must replace immediately to eliminate a "dilapidated" or worn out look.
- (4) Be permitted to contain graphics and limited pedestrian scaled text.

g. Signage Illumination.

- (1) Illumination of signage is not required. Signs may be internally illuminated, with DRB approval, or have ground-lit or back-lit letters. Internally illuminated signs shall have an opaque background with translucent letters. Any method of illumination must be even with no hot spots.

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- (2) Retail tenants may have individual back-lit letters or individual dimensional metal letters, pin-mounted 2" from the sign band.
- (3) Light sources for illuminated signs must be concealed.
- (4) All signs shall be designed to prevent light from falling on the windows above.

h. Sign Installation.

- (1) Electrical connections shall be made at the junction boxes provided on the face of the building. In no event shall electrical connections be allowed at locations other than these junction boxes. Any signage illumination distribution wiring shall occur within the body of the sign and transformers shall be concealed from view.
- (2) Attachments shall be allowed at lower junction box covers and mortar joints only. To the maximum extent possible, all attachment shall be confined to the mortar joints in the recessed brick course on either side of the junction box. In no event shall any attachment be allowed to any block, brick, stone, or other face material.

i. Signage Construction.

- (1) All signs and their associated wiring and electrical equipment shall be fabricated and installed in compliance with all appropriate city codes or ordinances. All electrical equipment and wiring must be concealed.
- (2) Signs and their supporting structures shall be constructed of durable materials, consistent with and complementary to the architectural design of the building.

j. Commercial Tenant Signage. Each commercial building shall be limited to one permanent identification sign that may contain only the name of the building, the address of the building and the company name of the primary tenant. The design of all commercial tenant signage shall be reviewed individually by the DRB. Suggested commercial signage types are as follows:

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Low freestanding signs shall not exceed four (4) feet in height and six (6) feet in length, and have a maximum sign face area of 24 square feet for each sign face. Variances may be permitted at the sole discretion of the DRB. Signs shall be installed perpendicular to the street curb, and located in the setback areas. Signs are only permitted along Tennyson, Parkwood, Dallas North Tollway and Legacy right-of-way or as approved by the DRB.

- k. Any signage mounted on the façade of the building, whether illuminated (internally or externally) or not, shall be prohibited unless approved by the DRB.
- l. Information and Directional Signs. These signs shall comply with the CBD existing specification for the Common Areas. All signs require the approval of the DRB.
- m. Temporary Signs and Banners. Refer to 10.4.3
- n. Additional guidelines regarding signage within the CBD may be developed when deemed appropriate by the Association.

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**ARTICLE X - SECTION 5**

**DESIGN CRITERIA - EXTERNAL ILLUMINATION**

- 10.5.1 **General.** Lighting shall be provided for pedestrians, vehicles and certain signage, and, with DRB approval, lighting may be used for decorative accent purposes.
- 10.5.2 **Walks and Plazas.** Pedestrian-scale lighting shall be installed at sufficient illumination levels to provide for safety and security. Fixtures shall complement building design and be compatible with parking/driveway lighting fixtures. Any pedestrian lighting fixtures installed in Common Areas or within setbacks adjacent to Streets shall be similar to those used throughout the Common Areas of the CBD. Light poles for pedestrian walks shall not exceed 12 feet in height and shall be a dark brown, anodized color with a semi-concealed or cutoff source. Short bollard-type fixtures are also permitted. Light poles shall not exceed 20 feet in height in plaza areas unless otherwise approved by the DRB. Pedestrian-scale lighting should be a warm-tone white light.
- 10.5.3 **Drives and Parking Areas.** Driveway and parking lot areas shall be illuminated for safe maneuvering of motor vehicles. Fixtures along driveways shall be consistent in type and color (with those used in the Common Areas of the CBD and shall be similar in height. No general parking lot illumination or driveway lighting source shall be attached to any Primary Use Building except as provided in Section 10.5.6(b)(3) No general illumination light poles shall be allowed on or adjacent to perimeter parapet walls of parking structures. The interior decks of all parking structures shall be lit to provide adequate illumination levels, yet the fixture should not be easily visible from ground level. Light pole height on the upper floor of parking garages shall be limited to 20 feet. Such light poles shall be consistent in appearance with the fixtures use in the Common Areas of the CBD. Automobile related lighting should be a cool-tone white light.
- 10.5.4 **Accent Lighting.** Appropriate accent lighting of buildings, Landscaping, plazas and other special features is encouraged as long as the light source is concealed or screened. Primary Use Buildings shall have accent lighting of their entrances and facades facing any Street. Landscaping may be uplit

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at the Owner's option. Architectural lighting should be a warm tone white light.

10.5.5

Other Lighting Requirements. Illumination shall be designed, to the extent reasonable, to eliminate glare or light flow onto adjacent properties and to be directed away from adjoining properties. All wiring, transformers and related equipment shall be below ground. Exterior lights shall be metal halide, mercury vapor or of similar color. Yellow or orange colored lighting or lighting with a pronounced blue cast is prohibited. Incandescent lighting should be considered for pedestrian areas and near buildings. Exterior lighting shall be controlled by light sensors. Lighting of signage is included in Article X, Section 4, Subsection 4.

10.5.6

CBD External Illumination.

a. Lighting of Public Open Spaces.

(1) General

(i) Lighting should provide a feeling of safety and security throughout the area. The applicant must install attractive and efficient site lighting fixtures which adequately light the property and avoid light spillover onto adjacent properties.

(ii) Express the hierarchy of pedestrian and vehicular circulation zones, and define building entrances and architectural or site features to create a safe, attractive nighttime environment.

(iii) Use architectural lighting to articulate the building design as well as provide the required functional lighting for safety and clarity of pedestrian movement. Building illumination and architectural lighting shall be indirect (no light source visible). Indirect wall lighting, "wall washing" overhead down lighting, or interior illumination which spills outside is encouraged.

(2) Parking Lots. Parking lots should be illuminated in a range of one (1) to (2) foot-candles. Light standards should be 25

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feet high and located within medians to avoid damage from vehicular traffic. Approved lighting specification to be provided by the DRB.

- (3) Walkways. Open space and walkways should be illuminated to 0.5 - 1.0 foot candles. Approved lighting specification to be provided by the DRB.
- (4) Landscape. The use of low level lighting, landscape accent lighting, and architectural lighting are encouraged. The illumination source should be "warmlight" as provided by incandescent light bulbs.
- (5) Pedestrian Areas. May be illuminated with either bollard, pole, wire (in mews), or wall mounted fixtures having a maximum pole height of 14 feet. Illuminate pedestrian areas at a level of 0.5 - 1.0 foot candles. Approved lighting specification to be provided by the DRB.

b. Lighting Within the Public R.O.W.

- (1) Street lighting within the public right-of-way shall follow the approved specifications as provided by the DRB.
- (2) All primary street lighting shall use a 175-watt metal halide source.
- (3) Street lighting shall be pole mounted in every street category except the mews. Street lighting within the mews may be either pole mounted, wall mounted, or wire-mounted.
- (4) All street lighting on retail main street, and Legacy Drive shall have double-mounted luminaries on 14 foot poles and match the CBD specification.
- (5) Street lighting within residential streets and mews shall have single-mounted luminaries on 11 foot poles and match the CBD specification. All lighting adjacent to residential uses shall use fixtures that do not cast illumination directly into the residences.

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- (6) All street lighting shall be spaced at an average of 75 - 80ft. in every street category.
- c. Additional guidelines regarding external illumination within the CBD may be developed when deemed appropriate by the Association.

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## ARTICLE X - SECTION 6

### DESIGN CRITERIA - LANDSCAPING

10.6.1

**General.** Building Sites within the Property shall be well landscaped to make the development an attractive place to conduct business. Landscaping concepts and plans are subject to DRB approval and are a major consideration when reviewing site plans.

Landscaping should be designed to:

- Enhance the Building Site;
- Provide unity to Legacy and to the Owner's Parcel;
- Accent entrances;
- Minimize visibility of parking and essential, but unattractive, areas; and
- Provide year-round color and interest.

10.6.2

#### Landscaping.

- a. **Plans:** No plans for building, structure, paving or other Site Improvement to be erected, placed or altered in or upon any Parcel shall be approved by the DRB unless there shall also have been submitted separate plans satisfactory to the DRB for the Landscaping of the Parcel. Such Landscaping plans shall include plant material and landscape construction to be installed on the Parcel and complete plans for an underground irrigation system for all planted areas. Landscaping plans and irrigation systems shall be designed by a registered landscape architect unless otherwise approved by the DRB.
- b. **Landscape Treatment:** Landscape treatment of the Parcel shall be in the form of grass lawns and ground covers, shade trees in parking areas, street trees, ornamental trees, plantings in areas used as dividers and in any areas of limited use. All plant material will conform to the American Standard for Nursery Stock (1973 edition). Landscaping shall be used to mark entrance points and parking areas, to screen service and equipment areas and property divisions, and to enhance building scale and forms. Landscaping used for screening shall be evergreen. Street edging must be used along grass borders.

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- c. Installation: Landscaping in accordance with the plans submitted and approved by the DRB must be installed within thirty (30) days following the completion of the building(s) to which such Landscaping relates. With DRB approval this may be extended, allowing for the seasons of the year, but in no event later than one hundred eighty (180) days following first occupancy or completion of such building(s), whichever is first to occur. Landscaping which has been installed on any Parcel must be properly maintained at all times. No significant changes shall be made to the Landscaping on any Parcel after it is installed without the prior approval of the DRB.
- d. 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 related to its replacement.

10.6.3

Landscape Materials Landscape materials should be hardy and disease resistant, require low maintenance and minimum water and provide a variety of color. Approved plant materials for Building Sites are listed below. Use of plant materials not on the approved list requires DRB approval.

<i>TREES</i>	<i>SHRUBS</i>	<i>GROUND COVERS</i>
TBD	TBD	TBD

Prohibited Trees: Fast growing trees such as Willow, Ash, Mulberry, Poplar or Sycamore or any fruit-bearing trees will not be allowed.

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There should be an interesting variety of plant materials used within the Building Site.

No artificial Landscaping materials shall be used. When rocks are planned in the Landscaping, rock material native to this general area and approved by the DRB shall be used so as to provide a natural appearance. Crushed stone shall not be used as a ground cover in the Common Areas or the Landscape Setbacks.

10.6.4 Landscape Setbacks. Each Owner shall install and plant Landscaping within the Landscape Setbacks set forth in Article X, Section 1, Subsection 22 consistent with and similar to such Landscaping throughout the CBD. Such Landscaping is limited to the landscape materials listed in Article X, Section 6, Subsection 3, unless otherwise approved by the DRB.

10.6.5 Planting.

Site Line Requirements: Landscape treatment shall not interfere with sight line requirements at Street or driveway intersections.

Design for Ease of Maintenance: All landscaping shall be designed for reasonable maintenance and all landscaped areas shall be maintained in a quality manner at all times. Trees, shrubs, vines and plants on any Parcel which die shall be promptly removed and replaced. If specifically approved by the DRB, retaining walls or terracing may be used in areas where excessive maintenance would otherwise be required. Such areas shall be landscaped or mulched.

10.6.6 Reserved.

10.6.7 Reserved.

10.6.8 Parking Areas. Surface parking areas shall be reasonable screened from Streets and adjacent Building Sites by the use of, trees and shrubs to minimize views of automobiles below hood lines from adjacent roadways and structures. Parking lots shall be landscaped, as approved by the DRB, along the perimeter and internally to reduce the visual impact of large numbers of parked cars. This can be achieved by subdividing large lots, use of landscaped islands and divider islands, or similar techniques. Structured parking must be landscaped around the perimeter. Such Landscaping shall include a significant proportion of trees. Landscape

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planters on the edge of the various levels and on the upper deck are encouraged.

- 10.6.9 **Ground Mounted Signs.** Owner shall install a low landscape treatment around the base of ground mounted signs. Crushed stone is prohibited as an option for this landscape treatment.
- 10.6.10 **Unused Property.** Property purchased for future expansion and that is not in the immediate vicinity of buildings, parking lots and site circulation may be maintained in a natural condition. Grass shall be cut periodically if necessary to maintain a neat appearance. Such areas do not have to be irrigated nor given high levels of maintenance.
- 10.6.11 **Reserved.**
- 10.6.12 **Access.** No Landscaping shall obstruct vehicle or pedestrian sightlines at Street or driveway intersections or interfere with reasonable access to utilities.
- 10.6.13 **Retail.** To the extent practical, Retail uses should be well landscaped to improve their appearance, minimize the visual impact of parking and be inviting to customers. Barren walls with no window openings shall have the surface area partially obstructed from view by Landscaping. Service and loading areas shall be exempt from this requirements when not visible from public areas.
- 10.6.14 **Irrigation.** An automatic underground irrigation system shall be installed for all landscaped areas of Building Sites except as provided in Article X, Section 6, Subsection 10.
- 10.6.15 **Landscaping Plans.** Owner's Landscaping plans to be submitted to the DRB shall include the location, variety and initial size of trees and shrubs.
- 10.6.16 **Additional CBD Landscape Requirements.** Landscaping within the CBD should be designed to soften the urban nature of the area and to make the area attractive, especially to pedestrians. Streetscape adjacent to Streets shall be provided by each Owner in accordance with an overall concept specified by Declarant. The use of open plazas, walkways, planters, fountains and similar features is strongly encouraged and shall be a major consideration in the DRB review.

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a. General Criteria.

- (1) Landscape plans will be evaluated on the basis of seasonal and design interest created through the use of plant materials, enhanced pavement materials, and publicly visible accent features such as sculpture and fountains. All landscaping within the right-of-way and Common Areas that is to be maintained by the Association shall conform to the Common Area standards and specifications for design, material, landscaping and equipment.
- (2) DRB reserves the right to establish a required plant material list to be applied to future landscape plans.
- (3) Easements for public sidewalks and utilities may exist within front yards. A 6-foot (or as needed) sidewalk easement is required of all properties fronting that particular right-of-way category as outlined in the typical street sections. Refer to 10.1.22, 10.1.25 and 10.2.7.
- (4) The landscaped areas will exceed 7% of retail site area, 10% for mixed use site area, and 15% for residential, office and/or other commercial and civic uses (this area may be hardscape or softscape.)
- (5) Landscape materials should be hardy and disease resistant, low maintenance, require little water, and provide varying color.
- (6) Grass or sod should be avoided except for the Park. Utilize plantings of shade trees, ornamental trees, shrubs, evergreen groundcovers, vines, and seasonal color set in paved surfaces for front yard landscape development.
- (7) Develop pedestrian spaces and features such as fountains, plazas, seating areas, etc. which are publicly accessible, self policing, and located in the front yard. Avoid creating "dead end" spaces lacking pedestrian connection to other activity areas.

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- (8) Landscape material that is to be used for screening must be mature enough or of large enough size to provide adequate screen at the time of installation.

b. Building Entry Zones, Special Public or Semi-Public Pedestrian Oriented Plazas.

These spaces demand a higher level of design detail. This may be achieved through the use of a broader palette of plant materials, intricately designed paving patterns, etc. Arbors planted with climbing vines may also be appropriate for use in these areas.

c. Streetscape Materials and Methods.

- (1) Paving materials used in front yards shall be selected and designed in patterns which complement the adjacent public sidewalk. Warm tone, natural materials such as brick and stone are preferred over materials such as poured-in-place concrete for paving enhancements.
- (2) Gravel shall not be used as a paving material.
- (3) Verify that proposed landscape elements such as trees, large shrubs, lampposts, etc. will not conflict with underground elements.
- (4) Respect the spacing and rhythm of the street trees and the street lamps in the public right of way when developing the front yard landscape plan. Do not locate a tree or lamp post closer than 15 feet to a street tree or street lamp post location.
- (5) Landscape lighting may be used to highlight landscape elements, building entries and other important architectural elements, and accent elements such as fountains and sculpture.
- (6) An automatic underground irrigation system shall be installed for the landscaped areas of building sites and designed to CBD standards if within the Common Areas.

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d. **Street Furniture.** All site furniture shall be made of long-lasting materials such as concrete, stone, metal and some hardwoods, and shall be approved by DRB. Acceptable furniture specifications to be provided by the DRB.

e. **Tree Grates and Tree Guards.**

(1) Tree grates may be used throughout the retail main street, and other high pedestrian/traffic areas. Grates may also be used in pocket parks and other areas deemed necessary through review by DRB. Tree grate specification shall be provided by the DRB.

(2) Tree guards (must be approved during DRB review if used in public ROW) shall take the form of a low fence 12-14" high of ornamental metal defining the edge of the tree wells. Tree guards are to be used all street categories (public and private) unless tree grates are required, as well as other areas deemed necessary through review by DRB. Gauge of metal utilized should not be less than 3/8" diameter. Tree guard design to be provided by the DRB. Plant material may be used in lieu of tree guards with DRB approval.

f. **Bollards.** Bollards are to be used to protect trees and help define lanes where there is a curbless condition. Such areas may include office visitor parking areas, and throughout the mews. Approved bollard specifications to be provided by the DRB.

g. **Street Benches Bike Racks, and Litter Containers.**

(1) Benches, bike racks, trash containers, bollards, and public art are the only site elements which may be placed within the street R.O.W. Install such elements on level and plumb, on paved surfaces. Additional elements may be allowed with DRB approval.

(2) Street benches should be placed against building walls or as approved by DRB.

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- (3) Generally, 12" diameter metal mesh litter containers with locking bottom shall be placed on all street categories except the retail street and public parks, which require 18" diameter containers.
- (4) Specifications for approved street benches, bike racks, and litter containers shall be provided by the DRB.
- h. News racks. News racks and other information dispensers may be placed directly adjacent to a building facade upon DRB approval. Design of such dispensers shall meet with DRB approval.
- i. Telephones. All public telephones are required to be within the building envelope, unless otherwise approved by the DRB.

**ARTICLE X - SECTION 7**

**DESIGN CRITERIA - UTILITIES**

10.7.1

General. The Owner shall construct all permanent utilities underground from the nearest available source except where, for technical reasons, equipment must be placed above ground, in which event such equipment shall be installed within the Primary Use Building practical. No equipment that can reasonably be placed underground or in a proposed or existing improvement shall be permitted to be installed on the surface. If such surface equipment must be installed outside a building, such installation requires the approval of the DRB and shall be screened with Landscaping, or a combination thereof unless prohibited by the City or by the applicable utility company. Unless required for technical reasons, no such surface mounted equipment shall be located in any front Landscape Setbacks. Temporary utilities used during the construction period may be located above ground, but shall be removed by Owner once permanent, below-grade utilities are in place and functioning. Where possible, utility equipment shall be located to facilitate usage by multiple Owners. Each Owner is responsible for the payment of costs incurred in connection with the installation of utilities to its Building Site and Site Improvements. To the extent feasible, all utility connections shall be made through existing stubouts at locations approved by the DRB. No permanent roads shall be dug up to connect to any utility systems. If a bore under a road is required, the bore shall be done only with the prior approval of the City and the DRB.

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- 10.7.2 Water. Generally, an Owner will have to connect to two stubouts to provide a loop system for fire protection.
- 10.7.3 Electrical. The Owner shall pay for any switchgear and the cost of running cable from the nearest manhole. All electrical ducts (except for secondary power), installed on the Owner's Property up to the switchgear on each Building Site shall be concrete encased. Electrical power from a second substation is generally available within Legacy. Costs of running back-up power from the nearest source shall be borne by the Owner.
- 10.7.4 Sewer. Each Owner shall connect sewer lines to existing stubouts at its expense.
- 10.7.5 Telephone. Telephone duct banks and manholes for connections are provided in easements in most Streets. Connections to these manholes shall be underground.
- 10.7.6 Gas. Any deposit by Declarant to Lone Star Gas for the installation of gas distribution lines shall be owned by and returned to Declarant when released.
- 10.7.7 Wells. No wells as a source of water shall be drilled on the property except by the Association or Declarant or unless approved by the Declarant. The DRB may authorize the use of wells for heating and cooling purposes.
- 10.7.8 Irrigation. If nonpotable irrigation water becomes available within Legacy, usage by the Association and Owners requesting to purchase nonpotable water shall be metered, with the Association and each Owner charged for such usage.
- 10.7.9 Towers. No water or communications towers shall be permitted on the Property other than those owned by the City, the Association or Declarant or as otherwise approved by the DRB.
- 10.7.10 Private. With appropriate City and DRB approval, private utilities, such as security and communications systems, may be installed in the 15 feet to 30 foot easements paralleling major Streets. Declarant reserves the right to own or authorize any private utilities that serve the general ownership within Legacy.

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10.7.11 CBD Utilities.

Owner must use existing utility infrastructure within the CBD for all service requirements. Owner may cause to have additional underground infrastructure only with DRB approval. If additional infrastructure is approved by DRB, Owner shall repair or cause to have repaired all Common Areas that were damaged or disrupted as a result of new infrastructure installation. Such repairs shall be performed in a manner equal to or better than the areas existed in their original condition.

10.7.12 Communication Antennas.

No communication antennas or transmitting equipment including but not limited to cellular or wireless telephone arrays or antennas, microwave antennas and paging antennas shall be permitted on a building façade or roof without DRB approval.

Additional guidelines regarding utilities may be developed when deemed appropriate by the Association.

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**ARTICLE X - SECTION 8**

**DESIGN CRITERIA - EASEMENTS**

- 10.8.1 **General.** In addition to the easements established by the CCRs:
- a. Each Owner shall provide easements to public utilities as required to support such Owner's project.
  - b. In the event Declarant installs a nonpotable irrigation system, each Owner shall provide the Declarant with easements necessary to access its or other sites with the irrigation main lines.
- 10.8.2 **Storm Drainage Easements.** Owners shall reasonably cooperate with the Owners of adjacent properties on the location of storm drainage easements for additional runoff caused by development. The Owner of the Parcel containing the easement may, at its option, require such additional storm water from upstream properties be contained in underground pipes installed within the easement at the upstream Owner's expense.
- 10.8.3 **Easement Conditions.** Each Owner shall grant the Declarant, the City or the appropriate party(ies) reasonable access to easements, provided that any such entry shall be made with no inconvenience to the Owner for the purpose of construction and maintenance of utilities within the easements. Each Owner shall provide an appropriate construction easement during the construction of the utility. All costs associated with construction within an easement, including repair or replacement of facilities and Landscaping, shall be borne by the public utility, the City or the party(ies) benefiting from the easement.
- 10.8.4 **CBD Easement.** Easements must be provided by owners for sidewalks required by the typical street sections. A 15 foot minimum perimeter around the CBD has been established previously for utility easements. Additional easements shall be granted by the DRB at its sole discretion along any undeveloped property. Owners shall cooperate reasonably with Declarant to grant easements along their property as may be required to serve the CBD area with a required service. Additional guidelines regarding easements may be developed when deemed appropriate by the Association.

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**ARTICLE X - SECTION 9**

**DESIGN CRITERIA - SITE GRADING, STORM DRAINAGE AND EROSION CONTROL**

**10.9.1**

General. Any modifications to existing topography on any Building Site shall comply with the following requirements and be approved by the DRB:

- a. Finished grades and elevations shall be compatible with adjacent developments.
- b. Graded slopes shall not exceed three horizontal to one vertical.
- c. Parking lots shall have a maximum grade slope of 5% and a minimum grade slope of 1%.
- d. Lawn areas shall have slopes to provide adequate drainage. A minimum slope of 2% is recommended.
- e. Land adjacent to all structures shall slope away from the structure to protect foundations from excess moisture and volumetric changes in the soil.
- f. Roadway gradients shall have a minimum slope of 0.5% and a maximum of 6%.
- g. Crossroad slopes shall be a minimum of 1/4 inch per foot.
- h. Owners shall take reasonable precautions to save and reuse topsoil.
- i. Grading, area catch basins and similar methods shall be used to keep surface water away from improvements and to reduce runoff across roads, sidewalks and parking areas.

**10.9.2**

Storm Drainage. The drainage system shall be evaluated on a site-by-site basis and approved by the DRB. It is the responsibility of each Owner to control runoff to prevent damage to other Building Sites. Each Owner shall at all times engineer and control surface water runoff rates from the boundaries of its Building Site to other Building Sites so that the rate of runoff shall not exceed that permitted by the ordinances and regulations of any relevant governmental authority. No problem or nuisance shall be

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created for downstream properties. All on-site drainage shall be handled in a storm drainage system by use of catch basins or inlets or directly piped into storm drains. The use of concrete flumes or curb cuts that require water to sheet-drain over lawns or planted areas is prohibited. Each Owner shall reasonably cooperate with Declarant and the Association on the location of storm drainage easements to control drainage from uphill property. Generally, such easements shall run along property lines. At no additional cost to Owner, an Owner may be requested to increase the size of drainage structures on its property to adequately handle water flow from other properties.

Use of retention and detention facilities shall be evaluated for each Building Site and may be required at the option of the DRB. The goal for each Building Site should be to maintain the same rate of runoff before and after the construction of improvements. Acceptable concepts include roof and parking lot detention as well as retention and detention ponds. Ponds that always contain water shall use fountains or other methods to prevent stagnation. These should be designed to be an attractive focal point in the Landscaping of the Building Site. The depth and grading of ponds shall be such so as not to require fencing or encourage erosion. Grading should follow natural appearing, gentle contours.

10.9.3 Environment. Existing natural systems, such as all creeks, lakes, hardwood tree groves and attractive rock outcroppings, should be reasonably protected. Natural streams and water courses shall not have their natural flow reduced or restricted. Such requirements shall not be unreasonably enforced for temporary reductions of flow during periods of construction.

10.9.4 Erosion Control. Erosion control measures, such as, but not limited to, proper grading and vegetation; temporary and permanent detention and retention facilities; reducing land areas devoid of vegetation; and sediment basins and straw bale dikes (during construction only), shall be utilized during and after construction to the extent necessary to minimize soil erosion. All such facilities must be maintained so that they continue to function as designed.

10.9.5 CBD Site Grading. Storm Drainage and Erosion Control. Additional guidelines regarding site grading, storm drainage, and erosion control may be developed when deemed appropriate by the Association.

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**ARTICLE X - SECTION 10**

**DESIGN CRITERIA - MAINTENANCE**

10.10.1

**Maintenance Standard of Building Sites.** All Owners and occupants are responsible, at their expense, for the maintenance of their buildings, improvements and grounds in a safe, clean and attractive condition. The following is a description of minimum standards for maintenance of all Building Sites within the Property:

a. **Grounds:**

All litter, trash, refuse and wastes must be promptly removed from a Building Site. All such material shall be disposed of outside of Legacy in accordance with City regulations. Burning and burying of trash or debris within the Property is prohibited. Any trash dumped within Legacy by an Owner or its contractor shall be removed at the Owner's expense.

A regular landscape maintenance program shall be implemented by each Owner/occupant to include lawn mowing, tree and shrub pruning, weeding, fertilizing, irrigation, disease and pest treatment and plant replacement as needed. Dead or discarded material shall be promptly removed and replaced.

Each Owner is responsible for irrigating plant materials on its parcel. Irrigation shall be at a rate to maintain the materials in good condition. Irrigation schedules shall be set to prevent low water pressure. To the extent possible, irrigation should be at hours that do not inconvenience traffic and pedestrians. Irrigation should be planned and controlled to minimize runoff. No irrigation adjacent to Streets or public sidewalks is permitted at temperatures below 35°F or when predicted to go below 35°F within the following eight hours.

Those portions of unimproved sites that are visible to the general public from roadways or from adjacent improved sites shall be mowed regularly and kept free of all litter, trash, refuse, wastes and tall weeds. Fill placed on a site must be leveled and covered with vegetation by the Owner of that site. (Also refer to Article X, Section 6, Subsection 10.)

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- b. Trash:  
External trash receptacles must be covered to prevent trash from blowing out of containers. All trash dropped during the transfer operation must be picked up immediately. Garbage containers shall be properly cleared, maintained and emptied on a regular basis. Complexes of buildings shall use trash compactors adequate to handle the trash and waste items generated.
- c. Improvements:  
All improvements, including, but not limited to, driveways, walkways, private infrastructure, courts, plazas, benches, lights and light fixtures, signs and pavement striping within a Building Site shall be maintained in good working order and appearance.
- d. Structures:  
Each Owner is responsible for external maintenance of all structures on its Building Site, including, but not limited to, painting, repairing surfaces and replacing glass.

10.10.2

Site Operations. Each Owner shall (a) control noise so that noise shall be muffled so as not to be objectionable due to intermittent, beat frequency, shrillness or intensity and shall not exceed 68db for the 20 to 75 cycles per second frequencies graduating to 37db for frequencies exceeding 4800 cps; (b) ensure that odor created on its Building Site shall be treated and dissipated so it is not discernible to occupants on adjacent sites; (c) not allow or create smoke darker than No. 1 on the Ringelmann Smoke Chart measured at the point of emission; (d) not allow or create vibrations discernible at any property line to the human sense of feeling for more than three minutes in any one hour that produce peak acceleration of more than 0.008 gravities; (e) implement precautions against fire and explosion hazards; (f) ensure that (i) dust, whether solid or liquid, is not emitted at any point in concentrations exceeding 0.3 grains per cubic foot of the conveying gas or air into the atmosphere; (ii) gases or fumes are not emitted at any point in concentrations or amounts that are hazardous, noxious, toxic or corrosive; (iii) no ionizing radiation or radioactivity-charged particles are released into the atmosphere or exist at any property line; and (iv) any electrical radiation does not adversely affect any persons or any equipment other than those of the person creating the electrical radiation; (g) not take any action that would in any manner disrupt or make inoperative or unreliable any utility system whether public or privately owned; and (h) property discharge all sewage and other wastes.

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No wastes shall be discharged into any drainage area within Legacy. On-site lighting shall be of such intensity and be so directed as not to produce objectionable lighting or glare on adjacent properties or Streets. All interpretations and enforcement of this Article shall be at the sole discretion of the DRB.

10.10.3

Common Areas. The Association shall maintain all Common Areas and Common Facilities and be reimbursed for this service as provided for in the Master Declaration to which this Supplement relates.

10.10.4

CBD Maintenance. Additional guidelines regarding maintenance within the CBD may be developed when deemed appropriate by the Association.

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## ARTICLE X - SECTION 11

### DESIGN CRITERIA - CONSTRUCTION STANDARDS

10.11.1

General Rights and Responsibilities. Any contractors or persons employed to construct Site Improvements on an Owner's Parcel may conduct construction operations and activities and do all things reasonable necessary to expeditiously commence, continue and diligently complete construction of any 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 structures, storage of materials and equipment, and temporary security fences shall be confined entirely behind the front Landscape Setback of the affected tract. Owner, through appropriate contractual provisions, shall cause all contractors working on the Building Site to be responsible for the costs of cleaning up any debris or waste improperly disposed of anywhere within Legacy. Construction shall not be left in a partially finished condition for any extended period.

10.11.2

Access. Only a minimum number of construction access points shall be allowed and these shall be approved by the DRB. Where access to the Building Site is available from more than one Street, the primary access during construction shall be the less congested Street and shall be so designated by the DRB. Streets soiled by construction work shall be cleaned on a daily basis. At the sole option of the DRB, contractors shall be required to provide dirt drop-off, tire washing areas and concrete truck chute washing areas for construction vehicles to use before entering a Street. No construction equipment or automobiles shall be parked on any Street. Site access plan must be approved by the DRB prior to mobilization.

10.11.3

Protection of Property. Owner shall be liable for all adverse impacts, such as, but not limited to, air pollution, soil erosion or increased runoff rates to areas outside its property in any way (negligent or otherwise), resulting from construction, alteration, maintenance, repair, replacement or removal or improvements to its property.

10.11.4

Environment. All contractors shall be required to take reasonable precautions to protect the environment. Prevention of soil erosion is a particularly important, and detention ponds or other means must be used

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to reduce soil erosion and protect streams. Detention ponds and lakes must be maintained. Owners shall install silting basins to intercept runoff before entering catch basins and outfall locations. Silting basins shall be cleaned regularly. Clearing operations should be staged so that only land that shall be developed promptly is void of protective vegetation. In the event this is not possible, planting annual grasses is required. Trees not in the way of permanent construction shall be protected during the construction process from harmful activities, such as dumping, parking, material storage and disposal of solvents or excess concrete. Excavation for utilities shall be routed around desirable trees that are to be preserved. In the event such alternate routing is not feasible, utility bores should be used to pass under existing root systems.

10.11.5 Other Property. Owners shall take reasonable measures to ensure that their contractors respect and protect other property. This includes property or landscape damage, utility interruption, runoff, dust, trash and noise. Special precautions shall be taken to reduce dust and dirt spillage onto Streets from earthmoving operations and use of unpaved haul roads.

10.11.6 Signs. Signage during the construction period shall be in accordance with the sections relating to signage. Other than directional signage, any signs indicating the name of the development, contractor, financing, architect or similar signs shall require the approval of the DRB.

10.11.7 Site Maintenance. Each Owner shall keep its Building Site and improvements in a safe, clean and neat condition; shall remove, replace or restore all such items not in such condition and shall comply with all government, health and safety requirements. Contractors shall remove debris and unneeded construction materials on a frequent, routine basis as acceptable to the DRB. All trash containers containing lightweight material shall be kept covered. Any loose trash shall be picked up immediately by the contractor. Job sites shall be kept neat and orderly as viewed from the perimeter of the Owner's property. No trash or construction materials shall be burned or buried within Legacy. Any dirt or mud tracked onto public streets from construction vehicles shall be removed immediately at Owner's sole cost and expense.

10.11.8 Dumping. Contractors or subcontractors shall not dump trash or manmade materials within the confines of Legacy. Any such action shall be cleaned up at the contractor's/Owner's expense. The Owner shall designate a place

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on the Owner's Parcel of the washout of concrete trucks. This debris should be removed periodically.

10.11.9

Topsoil. All topsoil shall be reused on the Owner's Building Site or offered to the Association and its Members for right of first refusal before being disposed of off site. Rock not required by the contractor shall be removed from Legacy unless another use can be found for the material. Topsoil stockpiled on the Building Site shall be seeded or otherwise protected to avoid wind and water erosion.

10.11.10

Construction Storage and Parking. Parking for construction workers and equipment and space for storage of construction materials shall be provided entirely on the Owner's property and behind the Landscape Setback from any Street unless otherwise approved by the DRB. Site storage of materials and equipment shall be in a location with minimum visibility from Streets and adjacent sites. No vehicles of any type, nor materials, may be parked, stored, or unloaded from Legacy Drive. Parking and material handling shall not unreasonably impede Street traffic. In the event space is not available on the property, the DRB shall work with the Owner to find nearby space, if available.

10.11.11

Utilities. Access points for temporary and permanent utilities shall be determined by the Owner with the approval of the DRB. A contractor shall not be allowed to dig up an existing Street as long as adequate capacity can otherwise be provided in an economical manner. Prior to any excavation on any Building Site, Owner shall determine the location and then mark and protect all existing utilities. Utility lines shall be located by hand digging before heavy equipment operations are allowed to start near underground utilities.

10.11.12

Compaction. All backfill under any pavement or their permanent facility shall be compacted to minimize future settlement and cracking of the concrete. The degree of compaction shall be determined by a qualified testing laboratory. For the soils generally found within Legacy, such compaction shall not be less than 95% modified proctor or equivalent. Other backfill, including backfill over irrigation lines, shall be compacted to prevent noticeable settlement. Generally this shall be a minimum of 90% modified proctor or equivalent. Compaction percentages less than those recommended in this Article must be approved by the DRB. Compaction by jetting is not allowed.

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10.11.13

Surveys. Declarant has established a minimum of 11 master survey monuments. All surveys shall be tied back to at least two of these monuments. All major surface improvements and utilities shall be tied to the monuments and provided to the Association for its records. In the event any permanent survey monument is disturbed by Owner, the Declarant shall be immediately notified so that a replacement can be provided at the Owner's expense. All permanent secondary control points that are tied back to the master survey monuments shall be set on concrete piles embedded in rock to prevent movement. Identification numbers of such secondary monuments shall be provided by the Association.

10.11.14

CBD Construction Standards. Additional guidelines regarding construction standards within the CBD may be developed when deemed appropriate by the Association.

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## ARTICLE X - SECTION 12

### MISCELLANEOUS PROVISIONS

10.12.1

**Procedures.** Consistent with the following general procedures, the DRB shall determine specific procedures for the review and approval process:

- a. Plans and specifications for all proposed Site Improvements shall be submitted to the DRB for approval before work is started on such Site Improvements. Approval shall be provided in writing. Ordinary maintenance, replacements in kind or interior modifications that do not modify the exterior appearance of a Site Improvement do not require DRB approval.
- b. At a minimum, two submissions to the DRB are required as follows:
  - (1) The first submission must be early in the design process, preferably at the concept or initial schematic design phase. This submission should include:
    - (i) site plan showing all known building locations and footprint sizes, parking, adjacent roads and utilities, setbacks, curb cuts, access, proposed utility connections, major signage, building entrances, service areas, ground-mounted utilities, storm water/drainage and other major site-related features;
    - (ii) building elevations showing general appearance of the building with description or samples of facade materials and colors; and
    - (iii) critical site-related data such as site coverage, percent Landscaping, permeable surface area, building height and building square footage.
  - (2) The final submission must include final plans and specifications, such as completed construction documents, which encompass at a minimum the following:

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- (i) Site plan showing improvement location; required setbacks; easements; existing and proposed utilities; utility connections; ground-mounted building equipment; fire lanes; ingress/egress; parking, sign sizes, colors, materials and locations; pedestrian walkways; trash storage areas; service areas; screening; sculptures; heliports; storm water controls; topography; paved areas; fences and other site-related features. Any allowable above-ground utilities, such as switchgear, must be shown, including how they will be screened from public view.
- (ii) Building plans and specifications that show floor sizes, exterior elevations, service areas, exterior finish materials, access, exterior lighting and screening.
- (iii) Landscape plans showing type and size of Landscaping; hardscape (street furniture, etc.); exterior lighting; and irrigated areas, including location of field control units and connection to water source.
- (iv) Cut sheets or samples of exterior materials showing color, texture and shape.
- (v) Certification by the Owner's architect that the design of the improvement complies with the Declaration and these Supplemental Development Standards and Protective Covenants. If any proposed Site Improvement is not in compliance, the Owner's architect, in such certification, shall specify and explain such noncompliance.
- (vi) Other information requested by the DRB, such as land area, building square footage, permeable surface area, site population and other data reasonably required by the DRB.

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- (3) All submissions shall be in duplicate. One set marked with DRB comments shall be returned to the Owner and the other shall be retained by the DRB.
- (4) Procedures may be modified by the DRB to accommodate fast track construction. At an Owner's request, the DRB may approve plans for certain phases of construction of Site Improvements before the Owner is ready to submit full plans for all phases of the construction of such Site Improvements. In the event such occurs, the Owner shall be solely responsible not only to see that plans for subsequent phases comply with these Supplemental Development Standards and Protective Covenants and the Declaration, but also for any modifications to completed phases of construction that may be required to obtain DRB approval for plans for subsequent phases. It is the Owner's responsibility to ensure that any changes made on a document after the document has been approved by the DRB are submitted to the DRB. The DRB shall still base final approval of the Site Improvement on completed construction documents and associated information.
- (5) It is emphasized that it is the Owner's responsibility to notify the DRB of any variances between the Owner's design and the Declaration or these Supplemental Development Standards and Protective Covenants.
- (6) Approval of the plans and specifications shall be based upon a determination by the DRB, by a majority vote, as to whether in its judgment such plans and specifications adequately meet objectives established for the CBD with regard to aesthetic quality, massing, size and "balance" with regard to adjacent development as well as meeting other requirements created by the Declaration and these Supplemental Development Standards and Protective Covenants.
- (7) Should the DRB fail either to approve or disapprove the plans and specifications submitted by an Owner within 30 days after submittal, it shall be conclusively presumed that the DRB has approved such submitted plans and

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specifications. If any plans or specifications are submitted in a form which is not sufficiently complete or are otherwise determined inadequate, the DRB may return such plans or specifications for resubmission or may review portions thereof and return the balance. Delays caused by the need for additional information or modification to the submitted documents shall extend the 30-day review period from the time of receipt of the additional information.

- (8) Plans and specifications shall be submitted to the DRB prior to submission to any governmental authorities.
- (9) All changes to construction shall be considered as an official action of the DRB.

10.12.2 Architect/Engineer. Site Improvements must be designed by a licensed architect and/or engineer.

10.12.3 As-Built Documentation. Within 60 days of completion of any Site Improvements, the Owner of the Site Improvements shall provide to the DRB an "as-built" site, utility and landscape plan tied to at least two Legacy survey monuments, which includes at a minimum the location, size and configuration of all above-ground improvements, paved areas and underground utilities. The Owner shall also provide the following specific information:

- Tract size
- Permeable surface area
- Ground floor square footage (footprint) of the Primary Use Building
- Total square footage of the Primary Use Building
- Ground floor square footage (footprint) of other buildings
- Total square footage of the other buildings

The Owner shall provide other information requested by the DRB or the Association that is reasonably requested by the DRB or the Association that is reasonably required for the administration of Legacy and to respond to government authorities.

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## ARTICLE XI: FIXED DESIGN GUIDELINES

- 11.1 **General.** All portions of the Property shall be developed in accordance with this Declaration, the General Design Guidelines set forth in Article X, and the relevant CCR's, as such are adopted, amended, and supplemented as herein or therein provided. The provisions of this Article XI shall constitute the "Fixed Design Guidelines". Except as otherwise expressly permitted pursuant to Section 9.2(c) hereof, the Declarant and the DRB shall enforce and implement the Fixed Design Guidelines, and the Fixed Design Guidelines may not be amended, supplemented, modified or waived by Declarant or the DRB with respect to any Parcel of the Property.
- 11.2 **CBD Character.** The intention with respect to the Property is to create a special district within Legacy that has characteristics which engender an urban sense of neighborhood or community. The creation of new development pattern mix and layer land uses and link housing with employment opportunities and an urban environment that is built at a human scale, is pedestrian friendly, and is not dominated by the requirements of the automobile. The architecture style shall be diverse between developments but shall share the common elements of "Prairie Style" design as envisioned in the Master Plan. The individual designs shall not look planned or contrived.
- 11.3 **Prohibited Uses.** The uses listed below are prohibited on the Property. Where such uses are defined by the City of Plano Zoning Ordinance under zoning classification CB-1 (as in effect on the date hereof), such definition shall apply; otherwise such uses shall have their common meaning. Uses prohibited by any applicable City Zoning Ordinance affecting the Parcel which is more restrictive shall also apply.

Arcade (except as located within an enclosed mall)  
Auto Parts Sales (in open)  
Auto Storage  
Boarding or Rooming House  
Bartling Works  
Building Materials and Hardware, Outside Storage  
Cemetery (Baccus Cemetery is an exception)  
Commercial Amusement (outdoor)  
Concrete or Asphalt Batching Plant (permanent)  
Contractors Shop and Storage Yard (unless incidental to ongoing construction and located on the parcel under construction)  
Convalescent Home  
Dance Hall

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Dry Cleaning Plant (drop-off and pick-up allowed)  
Engine and Motor Repair  
Fairgrounds  
Farm, Ranch, Garden, Orchard (except as an interim use pending development to qualify for any special agricultural and open space tax elections)  
Feed Store  
Flea Market  
General Commercial Plant  
Gymnastic or Dance Studio (unless part of a larger mixed use/retail complex)  
Heavy Machinery Sales and Storage  
Home Occupation (not to prohibit telecommuting where business use of home does not interfere with other residents or involve customers, clients or other persons coming to the home to participate in business activities)  
Household Care Facility  
Kennels (outdoor pens or the raising of domestic or farm animals)  
Massage Establishment (except as a part of a health club, medical facility or similar facility)  
Mausoleum  
Mobile Home Park or Trailer Park  
Mortuary or Funeral Parlor  
Motorcycle Sales/Services  
Nursing Home  
Open Storage  
Pawn Shop  
Portable Building Sales  
Restaurant (Drive-in)  
Retirement Housing  
Salvage or Reclamation of Products  
Sand, Gravel, Stone or Petroleum Extraction  
Sexually oriented shops or parlors  
Small Engine Repair Shop  
Tattoo or "Skin Art" Parlors  
Theater (Drive-in)  
Tire Dealer (with open storage)  
Tire Retreading and Capping  
Trailer or Mobile Home Display and Sales  
Trailer Rental  
Transfer Storage and Baggage Terminal  
Truck and Bus Leasing  
Truck and Bus Repair  
Truck Parking lot (unless incidental to a use not prohibited)

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Truck Terminal  
Two-Family Residence (multi-family residential allowed per zoning)  
Used Car Dealer  
Wrecking Yard  
Auto and/or Truck Lots (new and used)  
Mini-Warehouses  
Freestanding building primarily used as a warehouse  
Overnight Parking of Campers, Mobile Homes, Boats, Trailers, or Motor Homes  
Medium or Heavy Manufacturing  
Any use which, in the opinion of the DRB, produces excessive smoke, noise, light, gas, fumes, dust, odor, vibration or danger of fire, explosion or radiation that is objectionable or constitutes a nuisance.

- 11.4 **Building Frontage.** Buildings fronting on the Retail portion of Bishop Road between the Park and Legacy Drive must be designed to accommodate ground floor retail uses. Ground floor activities of nonresidential buildings shall be oriented toward the street where possible. Habitable nonresidential buildings shall have a minimum of 40% of the ground floor facade comprised of window area glazed with glass having an exterior visible reflectivity of 30% or less. Canopies, balconies, stoops, bay windows, awnings and other typical building projections may encroach up to five (5) feet into the public right-of-way. Restaurants and private clubs shall be permitted to have sidewalk cafe service areas within the public right-of-way, as well as other seating areas and street furniture for other permitted uses.
- 11.5 **Building Facades.** Buildings shall be constructed such that 75% of each facade is no more than six (6) feet from the right-of-way of a public street. Buildings on lots that have public street frontage on the North Dallas Tollway frontage road, Legacy Drive, Parkwood Boulevard or Tennyson Parkway shall be exempt from the requirement of the foregoing sentence, provided that the facades on such buildings must come to the edge of the applicable setback as provided herein from the North Dallas Tollway frontage road, Legacy Drive, Parkwood Boulevard or Tennyson Parkway. At least 75% of the length of all other building facades must be within six feet of a landscaped public or private street or drive right-of-way constructed pursuant to the street/streetscape sections approved with these conditions.
- 11.6 **Facade Ratio.** Buildings with a high percentage of glass shall not be permitted. The ratio of glass to wall of the building facade shall not be more than 50% except at ground level where retail frontages shall be a minimum of 70% glass. Highly reflective/mirrored glass (visible reflectivity greater than 40% unless on the Retail

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Boulevard, in which case visible reflectivity shall be no more than 30%) shall not be used.

- 11.7 **Building Facade Length.** No building facade shall exceed a length of 400 feet without a break in the facade of a minimum depth of 5 feet for a minimum length of 10 feet.
- 11.8 **Off-Street Loading Docks.** No off-street loading dock shall be required for buildings containing residential uses. No off-street loading docks for nonresidential uses shall be permitted adjacent to, or across a street or alley from, buildings containing residential uses.
- 11.9 **Streetscapes.** The streetscape and visibility triangles of streets, private streets and drives shall be in accordance with the street and drive sections and intersection diagrams attached hereto as Exhibit "E" and incorporated herein by this reference.
- 11.10 **Parking.** Structured parking shall be designed to minimize the ground level view of automobiles below their hood lines. The perimeter of structured parking shall read as horizontal. Pedestrian entrances to parking garages shall be directly accessed by a sidewalk or mews, or through an internal building vestibule.
- 11.11 **Curb Cuts.** Parcels shall be permitted no more than one curb cut within 75 feet of another curb cut.
- 11.12 **North of Legacy Drive.** Compliance with the provisions of this Article XI shall be optional for the area north of Legacy Drive except as follows:
- (a) If a site plan is approved by the City of Plano that does not conform to the provisions of this Article XI, no subsequent development may be permitted that does not conform to the requirements of the CB-1 zoning classification under the City of Plano Zoning Ordinance as in effect on the date hereof; and
  - (b) If a site plan is approved by the City of Plano pursuant to the provisions of this Article XI that would not otherwise comply with the regulations applicable to the CB-1 zoning classification under the City of Plano Zoning Ordinance as in effect on the date hereof, all subsequent development must, conform to this Article XI.
- 11.13 **Building Location, Orientation, Density, Size and Height.**
- (a) Buildings should be arranged so as to reinforce the street edge. Buildings should be arranged to take advantage of topography and other natural features

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of the site. Buildings should be arranged to provide views of and access to open space and natural features.

- (b) A range of building heights should be provided to create interest and variety.
- (c) Common facilities within the development should be easily accessible from the street.
- (d) Buildings within the CBD shall complement one another and adhere to the basic principles and design philosophies of the Master Plan.
- (e) Residential Buildings within the CBD shall be no less than three (3) stories and no more than eight (8) stories in height. Residential Buildings may exceed this limitation under certain circumstances at the sole discretion of the DRB. Taller buildings should be balanced and harmonious with lower structures.
- (f) Commercial Buildings within the CBD shall be no less than three (3) and no more than eight (8) stories (above grade) in height.

**11.14 Fencing and Security.** No fencing of any type is permitted in the CBD.

**11.15 Streetscape Materials and Methods.**

- (a) Paving materials used in front yards shall be selected and designed in patterns which complement the adjacent public sidewalk. Warm tone, natural materials such as brick and stone are preferred over materials such as poured-in-place concrete for paving enhancements.
- (b) Gravel shall not be used as a paving material.
- (c) Shade or ornamental trees must be placed at a maximum of 35 foot centers at the back of the curb. Street lights must be placed at a maximum centers at the back of the curb.
- (d) Owners should respect the spacing and rhythm of the street trees and the street lamps in the public right-of-way when developing the front yard landscape plan. Owners should not locate a tree or lamppost closer than 15 feet to a street tree or streetlamp post location.

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- (e) Landscape lighting may be used to highlight landscape elements, building entries and other important architectural elements, and accent elements such as fountains and sculpture.
  - (f) An automatic underground irrigation system shall be installed for the landscaped areas of building sites and designed to CED standards if within the Common Areas.
- 11.16 Street Furniture. All street furniture shall be made of long lasting materials such as concrete, stone, metal and some hardwoods, and shall be approved by the DRB. Acceptable furniture specifications to be provided by the DRB.
- 11.17 Bollards. Bollards are to be used to protect trees and help define lanes where there is a curbside condition. Such areas may include office visitor parking areas, and throughout the mews. Approved bollard specifications to be provided by the DRB.
- 11.18 Treewells. Treewells must respect the longevity of the tree being installed.
- 11.19 Street Benches, Bikes Racks, and Litter Containers.
- (a) Benches, bike racks, trash containers, bollards, and public art must be placed within the street right-of-way if permitted by city ordinance. Such elements shall be installed on level and plumb, on paved surfaces. Additional elements may be allowed with DRB approval.
  - (b) Generally, 12" diameter metal mesh litter containers with locking bottom shall be placed on all street categories except the retail street and public parks, which require 18" diameter containers.
  - (c) Specifications for approved street benches, bike racks, and litter containers shall be provided by the DRB.

## ARTICLE XII - GASOLINE SERVICE RESTRICTION

- 12.1 Gasoline Service Restriction. No portion of the Property shall be used for the operation of a gasoline service station facility available to the public (the "Gasoline Service Restriction"). Notwithstanding the foregoing, the Gasoline Service Restriction shall not apply to BNP Leasing Corporation, a Delaware corporation ("BNPLC") or to Fina Oil and Chemical Company, a Delaware corporation ("Fina"), or their respective affiliates, successors and assigns for so long as BNPLC or Fina, respectively, as the case may be, or their respective affiliates, successors and assigns

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have a real property interest in that certain real property described in Exhibit "F" attached hereto and incorporated herewith (the "Fina Property") or any part thereof.

- 12.2 **Binding Effect and Duration.** The Gasoline Service Restriction shall run with and bind the Property and shall inure to the benefit of and be enforceable by BNPLC and Fina and their respective affiliates, successors and assigns for so long as BNPLC or Fina or their respective affiliates, successors and assigns have a real property interest in the Fina Property or any part thereof (and specifically in the case of Fina, regardless of whether said real property interest arises pursuant to the certain Lease Agreement dated March 14, 1997 and described by document recorded in Volume 3869, Page 1501 of the Real Property Records of Collin County, Texas or otherwise, including, without limitation, in the event Fina or its affiliates, successors and assigns should become the fee owner of the Fina Property or any part thereof); provided, however, the Gasoline Service Restriction shall terminate and be of no further force or effect if BNPLC or Fina or their respective affiliates, successors and assigns have not constructed an automobile service station and convenience store facility on a portion of the Fina Property by September 30, 2000 (as evidenced by the issuance of a certificate of occupancy from the City of Plano); provided further, however, in any event the Gasoline Service Restriction shall terminate and be of no further force or effect on March 31, 2017.
- 12.3 **Amendment of Gasoline Service Restriction.** Notwithstanding anything in this Declaration to the contrary, the provisions of this Article 12 may be amended only pursuant to a written amendment executed by BNPLC, Fina or their respective affiliates, successors and assigns and recorded in the Real Property Records of Collin County, Texas; provided, however, that if either BNPLC or Fina or their respective affiliates, successors and assigns should no longer have a real property interest in the Fina Property, then in that event the joinder of said party no longer having a real property interest in the Fina Property shall not be required. The joinder of any other person or entity is not required for such amendment to be effective.
- 12.4 **Enforcement of Gasoline Service Restriction.** BNPLC, Fina and their respective affiliates, successors and assigns shall have the right (but not the duty) to enforce the provisions of this Article XII. 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 Article XII, either to restrain the violation or to recover damages. Failure by BNPLC, Fina or their respective affiliates, successors and assigns to enforce any provision of this Article XII 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 court costs and reasonable attorneys' fees from the non-prevailing party.

04355 00723

IN WITNESS WHEREOF, Electronic Data Systems Corporation has caused this instrument to be executed as of the date first written above.

**ELECTRONIC DATA SYSTEMS CORPORATION**, a Delaware corporation

By: *Daniel F. Busch*  
Name: DANIEL F. BUSCH  
Title: DIVISION MANAGER - REAL ESTATE

**ACKNOWLEDGMENT**

THE STATE OF TEXAS  
COUNTY OF COLLIN

Before me, the undersigned, a Notary Public, on this day personally appeared Daniel F. Busch, Division Manager - Real Estate of Electronic Data Systems Corporation, a Delaware corporation, 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 Delaware 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 15<sup>th</sup> day of Feb, 1999.



*Margaret Langley*  
Notary Public, State of Texas

Name of Notary: MARGARET LANGLEY

(SEAL)

My commission expires the 10 day of April, 192000

04355 00724

**EXHIBIT "A"**

**Legal Description of the Property**

UNOFFICIAL

## EXHIBIT "A"

04355 00725

WHEREAS Electronic Data Systems Corporation is the owner of a tract of land located in the Marie C. Veig Survey, Abstract No. 935 in the City of Plano, Collin County Texas, and being part of those tract described in deed to Quorum Development Corporation as recorded in Volume 1171, Page 174 of the Deed Records of Collin County Texas, and being more particularly described by metes and bounds as follows ( bearings referenced to the EDS Central Monuments):

BEGINNING at the intersection of the east line of Dallas North Tollway (variable width right-of-way) with the south line of Legacy Drive (variable width right-of-way);

THENCE in an easterly direction along said south line of Legacy Drive as follows:

- North 44°52'02" East, a distance of 21.20 feet to a 5/8-inch iron rod capped with "KHA" set for corner;
- North 89°54'36" East, a distance of 702.16 feet to a concrete monument with brass cap found for a corner;
- South 00°05'24" East, a distance of 15.00 feet to a 1/2-inch iron rod found for a corner;
- North 89°54'36" East, a distance of 121.00 feet to a 5/8-inch iron rod capped with "KHA" set for corner;
- North 00°05'24" West, a distance of 15.00 feet to a 5/8-inch iron rod capped with "KHA" set for corner;
- North 89°54'36" East, a distance of 709.35 feet to a point for corner, on the westerly southwest corner for the intersection of Legacy and Parkwood Boulevard said point bears North 16°30' East, a distance of 0.2 feet from a found 1-inch iron rod;

THENCE South 45°05'22" East, a distance of 21.21 feet to a 5/8-inch iron rod capped with "KHA" set for corner on the west line of Parkwood Boulevard (variable width right-of-way);

THENCE in a southerly direction along said west line of Parkwood Boulevard as follows:

- South 00°05'22" East, a distance of 191.50 feet to a 1-inch iron rod found for corner;
- South 03°54'34" East, a distance of 67.72 feet to a 1-inch iron rod found for corner;
- South 00°05'22" East, a distance of 1223.35 feet to a point which bears North 04°17' West, 0.3 feet from a found 1-inch iron rod;
- South 03°43'29" West, a distance of 67.72 feet to a point which bears North 00°05' West, 0.4 feet from a found 1-inch iron rod;
- South 00°05'22" East, a distance of 150.00 feet to a 1-inch iron rod found for corner;

THENCE South 54°52'25" West, a distance of 22.95 feet to a 1-inch iron rod found on the northerly line of Tennyson Parkway (variable width right-of-way);

THENCE in a westerly direction along the northerly line of Tennyson Parkway as follows:

- North 70°09'50" West, a distance of 301.48 feet to a 5/8-inch iron rod capped with "KHA" set for beginning of a curve to the left same point bears South 79°18' East, a distance of 0.6 feet from a bent 1-inch iron rod;
- Along said curve to the left having a central angle of 18°38'48", a radius of 1212.00 feet and an arc length of 415.59 to the end of said curve;
- North 89°48'37" West, a distance of 2.99 feet to a 5/8-inch iron rod capped with "KHA" set for corner;
- North 89°46'07" West, a distance of 398.57 feet to a 5/8-inch iron rod capped with "KHA" set for corner;
- North 85°57'12" West, a distance of 285.83 feet to a point a 5/8-inch iron rod capped with "KHA" set for corner;
- North 89°46'07" West, a distance of 150.00 feet to a 5/8-inch iron rod capped with "KHA" set for corner;

THENCE North 46°58'45" West, a distance of 68.47 feet to a 5/8-inch iron rod capped with "KHA" set for corner on the previously mentioned east line of Dallas North Tollway;

THENCE in a northerly direction along the east line of Dallas North Tollway as follows:

- North 00°10'35" West, a distance of 206.88 feet to a 5/8-inch iron rod capped with "KHA" set for the beginning of a curve to the right;
- Along said curve to the right having a central angle of 01°42'05", a radius of 3851.68 feet and an arc length of 114.37 feet to a 5/8-inch iron rod capped with "KHA" set for corner;
- North 01°31'30" East, a distance of 1079.88 feet to a 5/8-inch iron rod capped with "KHA" set for the beginning of a curve to the left;
- Along said curve to the left, having a central angle of 01°40'53", a radius of 2874.79 feet and an arc length of 84.35 to a 5/8-inch iron rod capped with "KHA" set for corner;

THENCE North 00°10'35" West, a distance of 471.55 feet to the POINT OF BEGINNING and containing 75.033 acres of land, more or less.

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**EXHIBIT "B"**

**Legacy**

UNOFFICIAL

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**EXHIBIT "B"**

**Legacy Development  
Field Notes 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; and 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
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01,355 00728

Volume 1628, Page 650      Volume 1694, Page 819      Volume 1694, Volume 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;

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 EDS Monument No. 8 (EDS coordinates North 514,075.785, East 2,212,632.741);

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°04'33" for an arc length of 1004.17 feet to a point for corner;

South 00°05'06" West, non-tangent to said curve, a distance of 343.28 feet to a point for corner;

North 69°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°27'20" East, a distance of 3369.36 feet;

04355 00729

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  $53^{\circ}51'32''$  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  $51^{\circ}15'14''$  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  $86^{\circ}21'40''$  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 Coordinates 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

04,355 00730

left, from which the radius point bears North 82°34'43" East a distance of 5789.58 feet;

Along said curve to the left through a central angle of 06°43'03" for an arc length of 678.79 feet to the point of tangency;  
South 14°09'34" East a distance of 591.85 feet to a point for corner;

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

South 89°33'39" West a distance of 311.04 feet to a point for corner;

North 00°33'05" East a distance of 25.00 feet to a point for corner;

North 86°47'30" West a distance of 149.34 feet to a point for corner;

South 87°56'05" West a distance of 135.91 feet to the beginning of a curve to the right whose radius bears North 02°55'32" East, a distance of 2153.86 feet;

Along said curve to the right through a central angle of 54°12'52" for an arc length of 2038.03 feet to the point of tangency;

North 32°51'36" East, a distance of 1403.35 feet to the beginning of a curve to the left;

Along said curve to the left having a delta angle of 04°00'06", a radius of 2270.35 feet and an arc length of 158.57 feet to a point for corner;

North 00°07'35" West, a distance of 1643.28 feet to a point for corner;

South 89°44'39" West a distance of 3,552.49 feet to a point for corner;

North 00°08'51" West a distance of 1637.17 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 2235.27 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;

04355 00734

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

North 00°07'09" East a distance of 1200.00 feet to a point for corner;

North 45°54'24" 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 43°32'26" 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°20'10" for an arc length of 753.54 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°53'21" 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 61°03'13" West a distance of 438.29 feet to the beginning of a curve to the right from which the radius point bears North 28°56'47" 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°53'21" 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°06'07" West a distance of 57.77 feet to a point for corner;

THENCE South 89°53'21" West a distance of 227.28 feet to a point for corner;

THENCE North 00°27'36" West a distance of 1039.57 feet to a point for corner;

THENCE North 03°18'34" West a distance of 155.39 feet to a point for corner;

THENCE North 89°59'46" West a distance of 222.99 feet to a point for corner;

THENCE North 00°09'03" East a distance of 547.95 feet to a point for corner located in

04355 00732

the southerly right-of-way line of State Highway 121 (variable in width);

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°35'35" East a distance of 929.35 feet to a point for corner;

South 53°53'12" East a distance of 45.36 feet to point for corner;

North 89°43'14" East a distance of 30.02 feet to a point for corner;

North 31°10'32" East a distance of 73.42 feet to a point for corner;

North 71°21'22" East a distance of 2283.93 feet to a point for corner;

North 71°18'47" East a distance of 826.35 feet to a point for corner;

North 71°17'45" East a distance of 461.87 feet to a point for corner;

North 89°55'53" East, a distance of 255.39 feet to a point for corner;

North 00°00'53" East, a distance of 86.45 feet to a point for corner;

North 71°16'56" East a distance of 736.83 feet to a point for corner;

North 83°10'48" East a distance of 101.46 feet to a point for corner;

North 71°16'26" East a distance of 425.00 feet to a point for corner;

North 87°46'23" 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 (Country Road);

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

04355 00733

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;

04355 00734

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 of land save and except a 2.618 acre tract of land known as Baccus Cemetery, leaving 2,442.080 net acres of land more or less.

Document # 22724



04355 00735

**EXHIBIT "C"**

**Residential Parcels**

UNOFFICIAL

04355 00736

EXHIBIT "C"  
Page 1 of 10

PARCEL A:

BEING two tracts of land situated in the Maria C. Vela Survey, Abstract No. 935 in the City of Plano, Collin County, Texas and being a portion of a called 1,094.07 acre tract of land conveyed to Electronic Data Systems Corporation (EDS), formerly known as Quorum Development Corporation as evidenced in a Special Warranty Deed recorded in Volume 1171 at Page 174 of the Land Records of Collin County, Texas (LRCCT) and being more particularly described by metes and bounds as follows (bearings based on the EDS control monumentation):

TRACT 1:

COMMENCING at a 5/8-inch iron rod set for the southerly corner of a right-of-way clip at the intersection of the south right-of-way line of Legacy Drive (formerly Carpenter Drive) a variable width right-of-way as recorded in Volume C at Page 774 of the Map Records of Collin County, Texas (MRCCT) with the west right-of-way line of Parkwood Boulevard (a variable width right-of-way) as recorded in Volume H at Page 624, MRCCT;

THENCE in a southerly direction, along the west right-of-way line of said Parkwood Boulevard, the following:

South 00 degrees 05 minutes 22 seconds East, a distance of 191.50 feet to a 1-inch iron rod found for a corner;

South 03 degrees 54 minutes 34 seconds East, a distance of 97.72 feet to a 1-inch iron rod found for a corner;

South 00 degrees 05 minutes 22 seconds East, a distance of 615.28 feet to a point for corner;

THENCE West, departing the west right-of-way line of said Parkwood Boulevard, a distance of 267.39 feet to a 5/8-inch iron rod set for the POINT OF BEGINNING;

THENCE West, a distance of 502.00 feet to a 5/8-inch iron rod set for a corner;

THENCE North, a distance of 243.00 feet to a 5/8-inch iron rod set for a corner;

THENCE East, a distance of 502.00 feet to a 5/8-inch iron rod set for a corner;

THENCE South, a distance of 243.00 feet to the POINT OF BEGINNING and containing 2.800 acres of land.

**TRACT 2:**

**COMMENCING** at a 5/8-inch iron rod set for the southerly corner of a right-of-way clip at the intersection of the south right-of-way of Legacy Drive (formerly Carpenter Drive) a variable width right-of-way as recorded in Volume C at Page 774 of the Map Records of Collin County, Texas (MRCCT) with the west right-of-way line of Parkwood Boulevard (a variable width right-of-way) as recorded in Volume H at Page 624, MRCCT;

**THENCE** in a southerly direction, along the west right-of-way line of said Parkwood Boulevard, the following:

**South 00 degrees 05 minutes 22 seconds East**, a distance of 191.50 feet to a 1-inch iron rod found for a corner;

**South 03 degrees 54 minutes 34 seconds East**, a distance of 97.72 feet to a 1-inch iron rod found for a corner;

**South 00 degrees 05 minutes 22 seconds East**, a distance of 675.28 feet to a point for corner;

**THENCE West**, departing the west right-of-way line of said Parkwood Boulevard, a distance of 286.15 feet to a 5/8-inch iron rod set for the POINT OF BEGINNING;

**THENCE South**, a distance of 230.71 feet to a 5/8-inch iron rod set for a corner;

**THENCE West**, a distance of 285.00 feet to a 5/8-inch iron rod set for a corner;

**THENCE North**, a distance of 230.71 feet to a 5/8-inch iron rod set for a corner;

**THENCE East**, a distance of 285.00 feet to the POINT OF BEGINNING and containing 1.510 acres of land.

EXHIBIT "C" 04355 00738

Page 3 of 10

Legal Description of Southern Property

TRACT L - 1.49 Acres  
Maria C. Vela Survey, Abstract No. 935  
City of Plano, Collin County, Texas

BEING a tract of land situated in the Maria C. Vela Survey, Abstract No. 935 in the City of Plano, Collin County, Texas and being a portion of a called 1.094.07-acre tract of land conveyed to Electronic Data Systems Corporation (EDS), formerly known as Quorum Development Corporation as evidenced in a Special Warranty Deed recorded in Volume 171 at Page 174 of the Land Records of Collin County, Texas (LRCCT) and being more particularly described by metes and bounds as follows (bearings based on the EDS control monumentation):

COMMENCING at a 5/8-inch iron rod set for the southerly corner of a right-of-way clip at the intersection of the south right-of-way line of Legacy Drive (formerly Carpenter Drive) a variable width right-of-way as recorded in Volume C at Page 774 of the Map Records of Collin County, Texas (MRCCT) with the west right-of-way line of Parkwood Boulevard (a variable width right-of-way) as recorded in Volume H at Page 624 MRCCT;

THENCE in a southerly direction, along the west right-of-way line of said Parkwood Boulevard, the following:

- South 00E05122" East, a distance of 191.50 feet to a 1-inch iron rod found for a corner;
- South 03E54134" East, a distance of 97.72 feet to a 1-inch iron rod found for a corner;
- South 00E05122" East, a distance of 1029.99 feet to a point for corner;

THENCE North 45E02141" West, departing the west right-of-way line of said Parkwood Boulevard, a distance of 21.23 feet to a point for corner;

THENCE West, a distance of 271.68 feet to the POINT OF BEGINNING;

THENCE South, a distance of 228.29 feet to a point for a corner;

THENCE West, a distance of 285.00 feet to a point for a corner;

THENCE North, a distance of 228.29 feet to a point for a corner;

THENCE East, a distance of 285.00 feet to the POINT OF BEGINNING and containing 1.49 acres of land, more or less.

04355 00739

Metes and Bounds Description

TRACT O - 1.60 Acres  
Maria C. Vela Survey, Abstract No. 935  
City of Plano, Collin County, Texas

BEING a tract of land situated in the Maria C. Vela Survey, Abstract No. 935 in the City of Plano, Collin County, Texas and being a portion of a called 1.094.07-acre tract of land conveyed to Electronic Data Systems Corporation (EDS), formerly known as Quorum Development Corporation as evidenced in a Special Warranty Deed recorded in Volume 1171 at Page 174 of the Land Records of Collin County, Texas (LRCCCT) and being more particularly described by metes and bounds as follows (bearings based on the EDS control monumentation):

COMMENCING at a 5/8-inch iron rod set for the southerly corner of a right-of-way clip at the intersection of the south right-of-way line of Legacy Drive (formerly Carpenter Drive) a variable width right-of-way as recorded in Volume C at Page 774 of the Map Records of Collin County, Texas (MRCCT) with the west right-of-way line of Parkwood Boulevard (a variable width right-of-way) as recorded in Volume H at Page 624 MRCCT;

THENCE in a southerly direction, along the west right-of-way line of said Parkwood Boulevard, the following:

- South 00E05!22" East, a distance of 191.50 feet to a 1-inch iron rod found for a corner;
- South 03E54!34" East, a distance of 97.72 feet to a 1-inch iron rod found for a corner;
- South 00E05!22" East, a distance of 81.28 feet to a point for corner;

THENCE West, departing the west right-of-way line of said Parkwood Boulevard, a distance of 266.56 feet to the POINT OF BEGINNING;

THENCE South, a distance of 231.00 feet to a point for corner;

THENCE West, a distance of 301.15 feet to a point for corner;

THENCE North, a distance of 231.00 feet to a point for corner;

THENCE East, a distance of 301.15 feet to the POINT OF BEGINNING and CONTAINING 1.60 acres of land, more or less.

04355 00740

Metes and Bounds Description

TRACT P - 1.97 Acres  
Maria C. Vela Survey, Abstract No. 935  
City of Plano, Collin County, Texas

BEING a tract of land situated in the Maria C. Vela Survey, Abstract No. 935 in the City of Plano, Collin County, Texas and being a portion of a called 1.094.07-acre tract of land conveyed to Electronic Data Systems Corporation (EDS), formerly known as Quorum Development Corporation as evidenced in a Special Warranty Deed recorded in Volume 1171 at Page 174 of the Land Records of Collin County, Texas (LRCCCT) and being more particularly described by metes and bounds as follows (bearings based on the EDS control monumentation):

COMMENCING at a 5/8-inch iron rod set for the southerly corner of a right-of-way clip at the intersection of the south right-of-way line of Legacy Drive (formerly Carpenter Drive) a variable width right-of-way as recorded in Volume C at Page 774 of the Map Records of Collin County, Texas (MRCCT) with the west right-of-way line of Parkwood Boulevard (a variable width right-of-way) as recorded in Volume H at Page 624 MRCCT;

THENCE North 89E54'36" West, along the south right-of-way line of Legacy Drive, a distance of 280.45 feet to a point for corner;

THENCE South 00E05'24" East departing the south right-of-way line of Legacy Drive, a distance of 2.36 feet to a point for the POINT OF BEGINNING;

THENCE South, a distance of 322.44 feet to a point for corner;

THENCE West, a distance of 265.15 feet to a point for corner;

THENCE North, a distance of 324.39 feet to a point for corner on the present south right-of-way line of Legacy Drive;

THENCE North 89E54'36" East along the present south right-of-way line of Legacy Drive, a distance of 210.60 feet to a point for corner;

THENCE South 87E36'32" East departing the present south right-of-way line of Legacy Drive, a distance of 54.60 feet to the POINT OF BEGINNING and containing 1.97 acres of land, more or less.

01355 00741

**Metes and Bounds Description**

**TRACT Q - 1.50 Acres**  
**Maria C. Vela Survey, Abstract No. 935**  
**City of Plano, Collin County, Texas**

BEING a tract of land situated in the Maria C. Vela Survey, Abstract No. 935 in the City of Plano, Collin County, Texas and being a portion of a called 1.094.07-acre tract of land conveyed to Electronic Data Systems Corporation (EDS), formerly known as Quorum Development Corporation as evidenced in a Special Warranty Deed recorded in Volume 1171 at Page 174 of the Land Records of Collin County, Texas (LRCCT) and being more particularly described by metes and bounds as follows (bearings based on the EDS control monumentation):

COMMENCING at a 5/8-inch iron rod set for the southerly corner of a right-of-way clip at the intersection of the south right-of-way line of Legacy Drive (formerly Carpenter Drive) a variable width right-of-way as recorded in Volume C at Page 774 of the Map Records of Collin County, Texas (MRCCT) with the west right-of-way line of Parkwood Boulevard (a variable width right-of-way) as recorded in Volume H at Page 624 MRCCT;

THENCE in a southerly direction, along the west right-of-way line of said Parkwood Boulevard, the following:

- South 00E05!22" East, a distance of 191.50 feet to a 1-inch iron rod found for a corner;
- South 03E54!34" East, a distance of 97.72 feet to a 1-inch iron rod found for a corner;
- South 00E05!22" East, a distance of 1029.99 feet to the POINT OF BEGINNING;

THENCE South 00E05!22" East, continuing along the west right-of-way line of Parkwood Boulevard, a distance of 198.29 feet to a point for corner;

THENCE South 44E57!19" West, a distance of 21.20 feet to a point for corner;

THENCE West, a distance of 272.04 feet to a point for corner;

THENCE North, a distance of 228.29 feet to a point for a corner;

THENCE East, a distance of 271.68 feet to a point for a corner;

THENCE South 45E02!41" West, a distance of 21.23 feet to the POINT OF BEGINNING and CONTAINING 1.50 acres of land, more or less.

04355 00742

Metes and Bounds Description

TRACT R - 1.48 Acres  
Maria C. Vela Survey, Abstract No. 935  
City of Plano, Collin County, Texas

BEING a tract of land situated in the Maria C. Vela Survey, Abstract No. 935 in the City of Plano, Collin County, Texas and being a portion of a called 1,094.07-acre tract of land conveyed to Electronic Data Systems Corporation (EDS), formerly known as Quorum Development Corporation as evidenced in a Special Warranty Deed recorded in Volume 1171 at Page 174 of the Land Records of Collin County, Texas (LRCT) and being more particularly described by metes and bounds as follows (bearings based on the EDS control monumentation):

COMMENCING at a 5/8-inch iron rod set for the southerly corner of a right-of-way clip at the intersection of the south right-of-way line of Legacy Drive (formerly Carpenter Drive) a variable width right-of-way as recorded in Volume C at Page 774 of the Map Records of Collin County, Texas (MRCCT) with the west right-of-way line of Parkwood Boulevard (a variable width right-of-way) as recorded in Volume H at Page 624 MRCCT;

THENCE in a southerly direction, along the west right-of-way line of said Parkwood Boulevard, the following:

- South 00E05'22" East, a distance of 191.50 feet to a 1-inch iron rod found for a corner;
- South 03E54'34" East, a distance of 97.72 feet to a 1-inch iron rod found for a corner;
- South 00E05'22" East, a distance of 690.27 feet to a point for corner;

THENCE South 89E54'38" West, departing the west right-of-way line of said Parkwood Boulevard, a distance of 6.50 feet to the POINT OF BEGINNING;

THENCE South 00E05'22" East, a distance of 200.71 feet to a point for corner;

THENCE South 44E57'19" West, a distance of 21.20 feet to a point for corner;

THENCE West, a distance of 265.01 feet to a point for corner;

THENCE North, a distance of 230.71 feet to a point for corner;

THENCE East, a distance of 264.65 feet to a point for corner;

THENCE South 45E02'41" West, a distance of 21.23 feet to the POINT OF BEGINNING and containing 1.48 acres of land, more or less.

04355 00743

Metes and Bounds Description

TRACT S - 1.47 Acres  
Maria C. Vela Survey, Abstract No. 935  
City of Plano, Collin County, Texas

BEING a tract of land situated in the Maria C. Vela Survey, Abstract No. 935 in the City of Plano, Collin County, Texas and being a portion of a called 1,094.07-acre tract of land conveyed to Electronic Data Systems Corporation (EDS), formerly known as Quorum Development Corporation as evidenced in a Special Warranty Deed recorded in Volume 1171 at Page 174 of the Land Records of Collin County, Texas (LRCC) and being more particularly described by metes and bounds as follows (bearings based on the EDS control monumentation):

COMMENCING at a 5/8-inch iron rod set for the southerly corner of a right-of-way clip at the intersection of the south right-of-way line of Legacy Drive (formerly Carpenter Drive) a variable width right-of-way as recorded in Volume C at Page 774 of the Map Records of Collin County, Texas (MRCCT) with the west right-of-way line of Parkwood Boulevard (a variable width right-of-way) as recorded in Volume H at Page 624 MRCCT;

THENCE in a southerly direction, along the west right-of-way line of said Parkwood Boulevard, the following:

- South 00E05!22" East, a distance of 191.50 feet to a 1-inch iron rod found for a corner;
- South 03E54!34" East, a distance of 97.72 feet to a 1-inch iron rod found for a corner;
- South 00E05!22" East, a distance of 387.28 feet to the POINT OF BEGINNING;

THENCE South 00E05!22" East, continuing along the west right-of-way line of Parkwood Boulevard, a distance of 18.00 feet to a point for corner;

THENCE South 02E23!31" West, a distance of 150.14 feet to a point for corner;

THENCE South 00E05!22" East, a distance of 44.99 feet to a point for corner;

THENCE South 44E57!19" West, a distance of 21.20 feet to a point for corner;

THENCE West, a distance of 245.89 feet to a point for corner;

EXHIBIT "C"  
Page 9 of 10

04355 00744

THENCE North, a distance of 243.00 feet to a point for corner;

THENCE East, a distance of 252.01 feet to a point for corner;

THENCE South 45E02'41" East, a distance of 21.23 feet to the POINT OF BEGINNING and  
CONTAINING 1.47 acres of land, more or less.

UNOFFICIAL

Metes and Bounds Description

TRACT T - 1.41 Acres  
Maria C. Vela Survey, Abstract No. 935  
City of Plano, Collin County, Texas

BEING a tract of land situated in the Maria C. Vela Survey, Abstract No. 935 in the City of Plano, Collin County, Texas and being a portion of a called 1.094.07-acre tract of land conveyed to Electronic Data Systems Corporation (EDS), formerly known as Quorum Development Corporation as evidenced in a Special Warranty Deed recorded in Volume 1171 at Page 174 of the Land Records of Collin County, Texas (LRCT) and being more particularly described by metes and bounds as follows (bearings based on the EDS control monumentation):

COMMENCING at a 5/8-inch iron rod set for the southerly corner of a right-of-way clip at the intersection of the south right-of-way line of Legacy Drive (formerly Carpenter Drive) a variable width right-of-way as recorded in Volume C at Page 774 of the Map Records of Collin County, Texas (MRCCT) with the west right-of-way line of Parkwood Boulevard (a variable width right-of-way) as recorded in Volume H at Page 624 MRCCT;

THENCE in a southerly direction, along the west right-of-way line of said Parkwood Boulevard, the following:

- South 00E05!22" East, a distance of 191.50 feet to a 1-inch iron rod found for a corner;
- South 03E54!34" East, a distance of 97.72 feet to a 1-inch iron rod found for a corner;
- South 00E05!22" East, a distance of 81.28 feet to the POINT OF BEGINNING;

THENCE continuing South 00E05!22" East along the west right-of-way line of Parkwood Boulevard, a distance of 216.00 feet to a point for corner;

THENCE North 44E57!19" East, departing the west right-of-way line of Parkwood Boulevard, a distance of 21.20 feet to a point for corner;

THENCE West, a distance of 251.92 feet to a point for corner;

THENCE North, a distance of 231.00 feet to a point for corner;

THENCE East, a distance of 266.56 feet to the POINT OF BEGINNING and CONTAINING 1.41 acres of land, more or less.

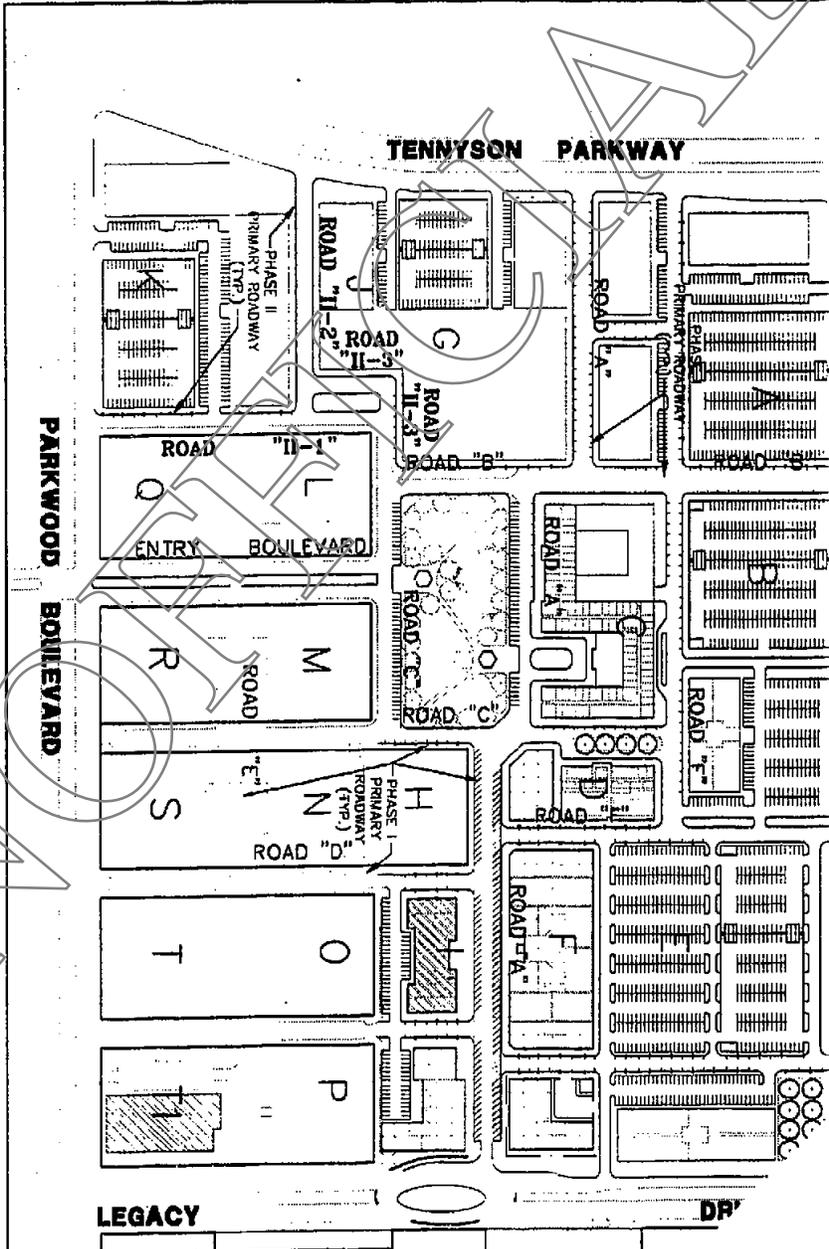
04355 00746

**EXHIBIT "D"**

**Tract Plan**

UNOFFICIAL

EXHIBIT "04,355 00747"



SHEET 1 OF 1	DATE: 04/22/08 DRAWN BY: JAP CHECKED BY: JAB DATE: 04/11/08 PROJECT NO: 03348.03	<b>LEGACY TOWN CENTER          MASTERPLAN CONCEPT</b>	<b>EDS</b> ELECTRONIC DATA SYSTEMS CORP. 6435 LEGACY DRIVE FORT WORTH, TEXAS 76120	LEGACY BUSINESS PARK CITY OF LEGACY COLLIN COUNTY, TEXAS 2008 September 8 Project No. 03348.03
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04355 00748

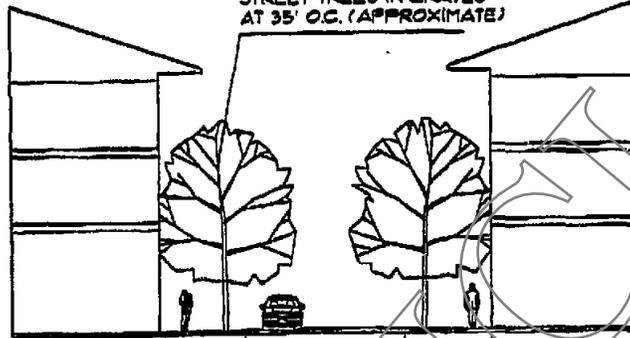
**EXHIBIT "E"**  
**Street Related Diagrams**

UNOFFICIAL

04355 80749

EXHIBIT "E"  
Page 1 of 7

STREET TREES IN GRATES  
AT 35' O.C. (APPROXIMATE)

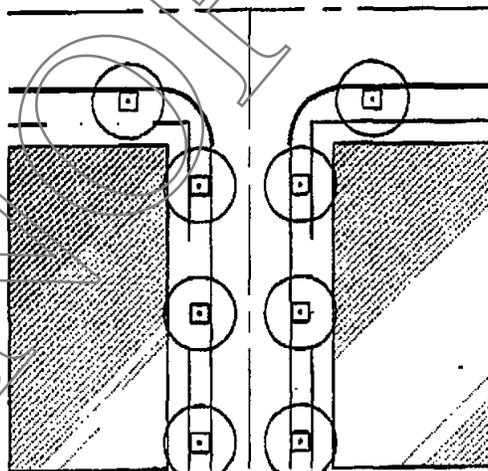


12'      22'      12'

MIN. BUILDING SETBACK      PAVT. WIDTH      MIN. BUILDING SETBACK

SECTION

SCALE: 1" = 20'



6' 6' 22' 6' 6'

MIN. SETBACK      2 TRAVEL LANES      MIN. SETBACK

34' R.O.W.

46'

TYPICAL BLDG. SPACING

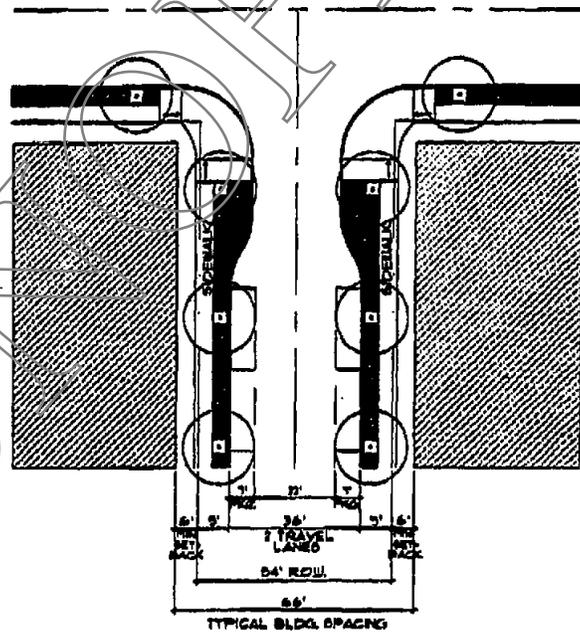
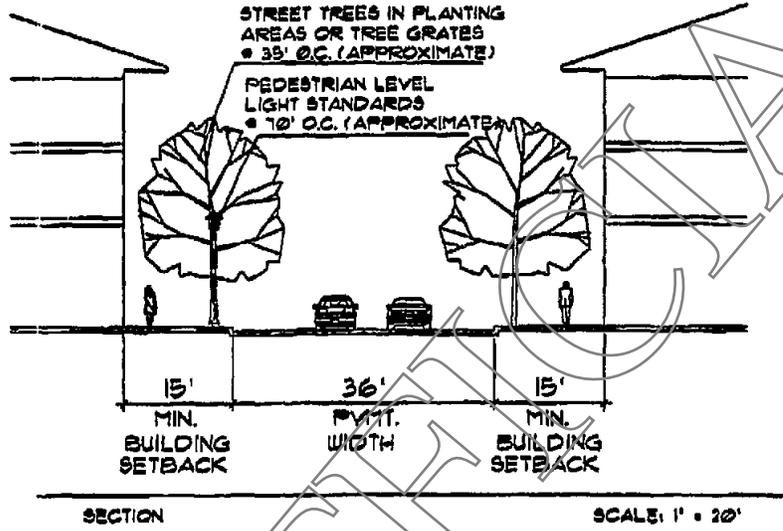
ME 34 - 22  
MEWS

PLAN

SCALE: 1" = 20'

04355 00750

EXHIBIT "E"  
Page 2 of 7



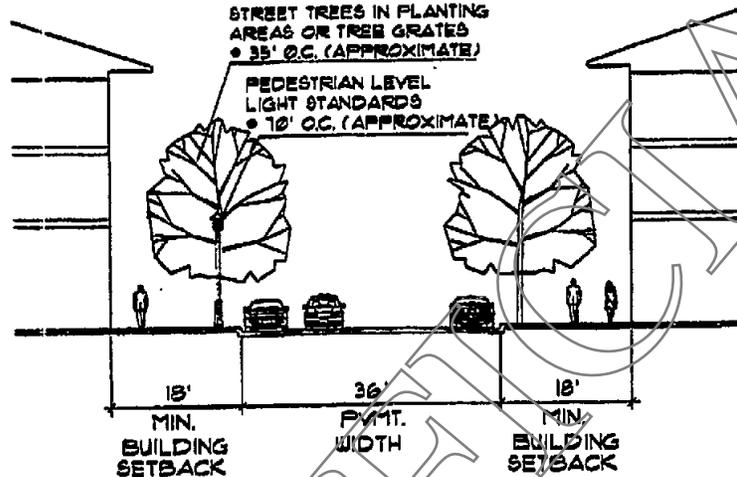
ST 54 - 36  
SMALL STREET

01355 00751

EXHIBIT "E"  
Page 3 of 7

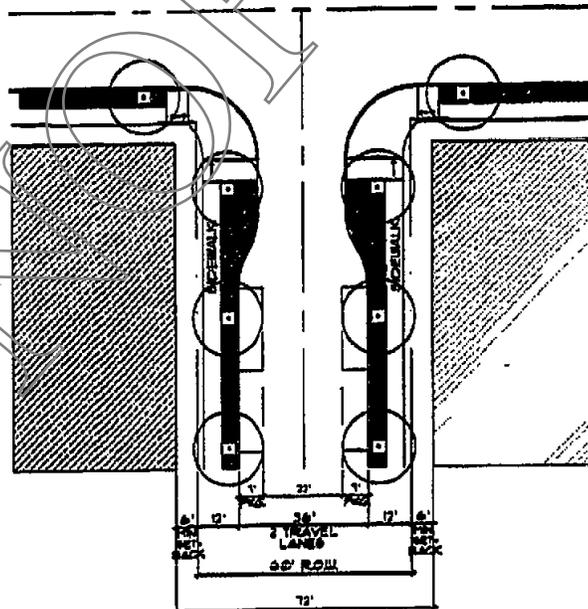
STREET TREES IN PLANTING  
AREAS OR TREE GRATES  
• 35' O.C. (APPROXIMATE)

PEDESTRIAN LEVEL  
LIGHT STANDARDS  
• 10' O.C. (APPROXIMATE)



SECTION

SCALE: 1" = 20'



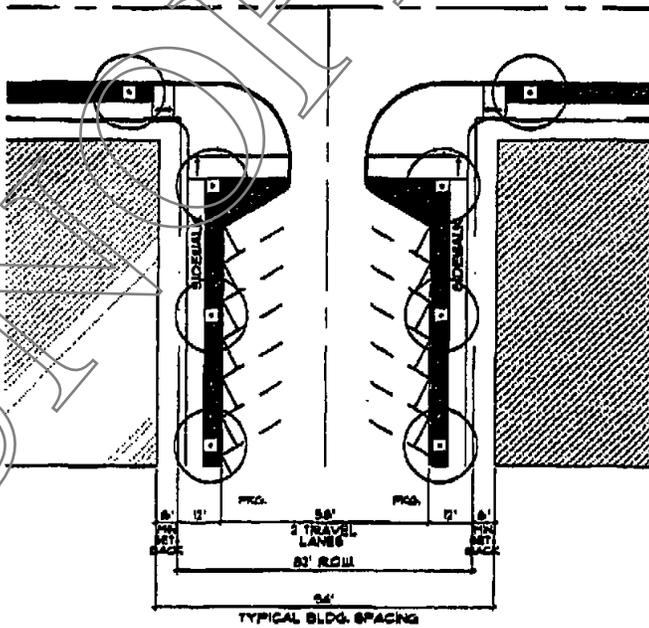
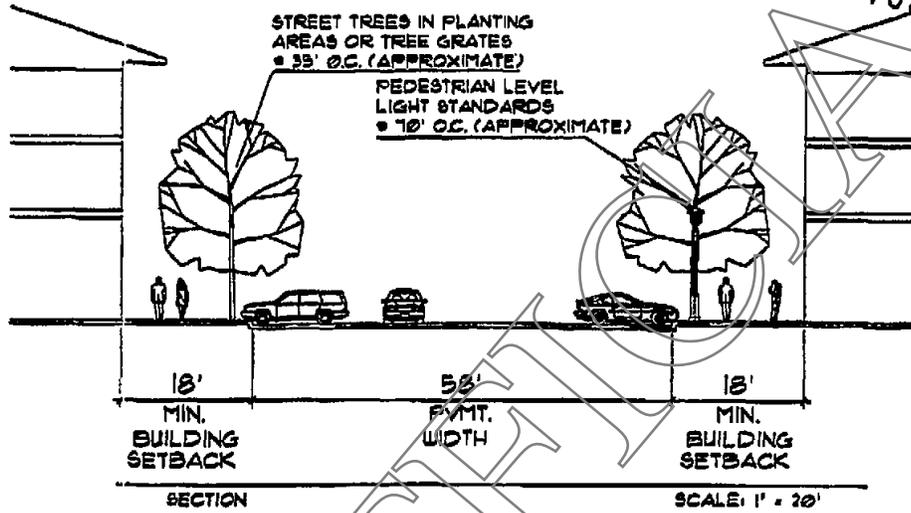
ST 60 - 36  
LARGE STREET

PLAN

SCALE: 1" = 20'

EXHIBIT "E"  
Page 4 of 7

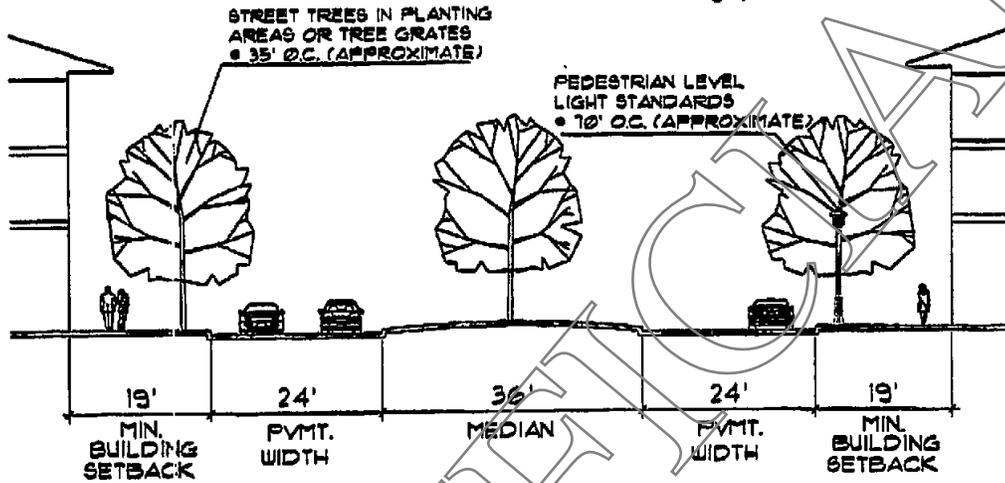
04355 00752



ST 02 - 58  
RETAIL STREET

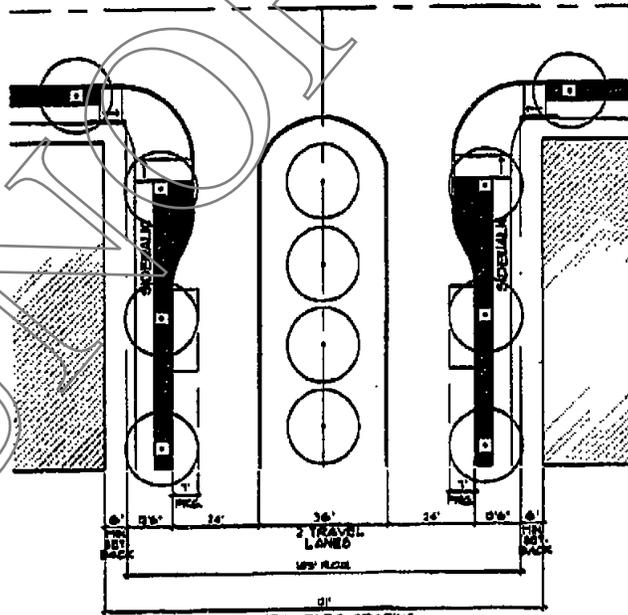
EXHIBIT "B"  
Page 5 of 7

04355 00753



SECTION

SCALE: 1" = 20'



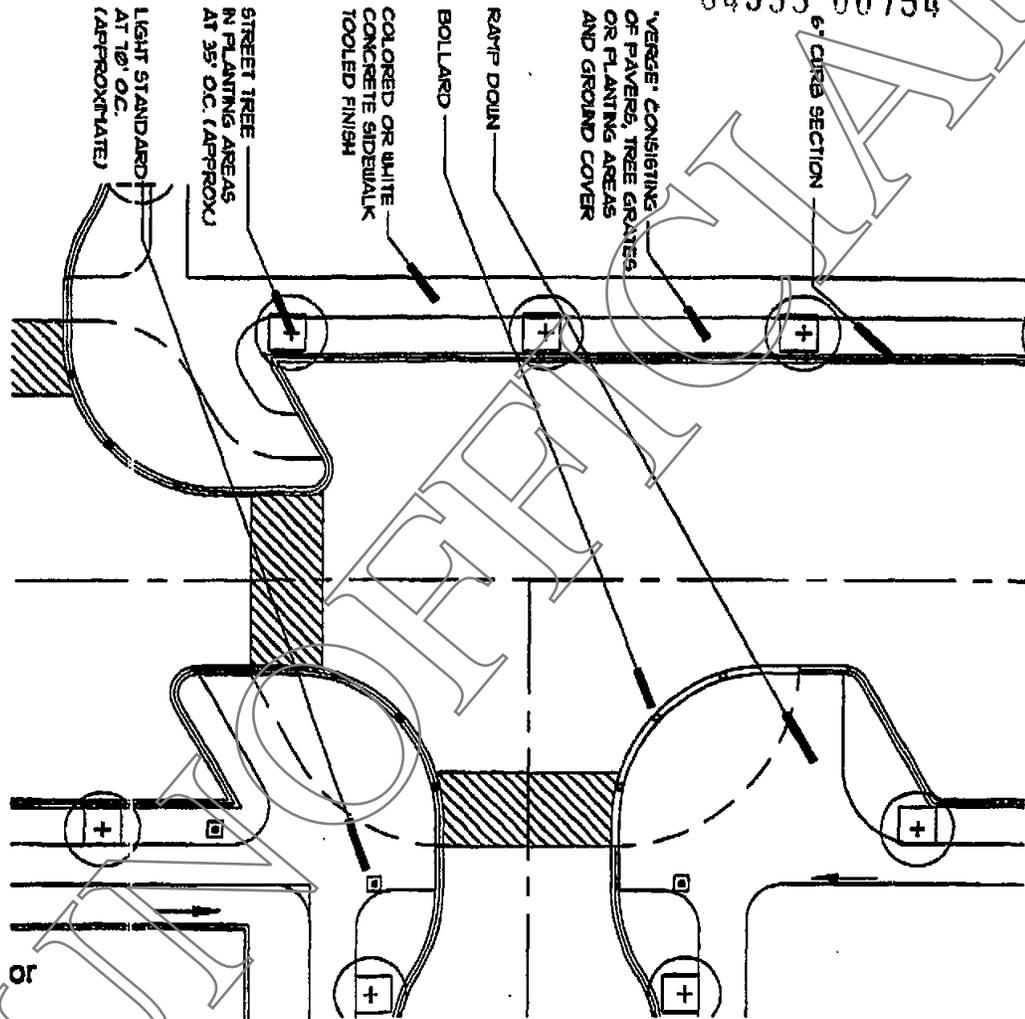
BY 103 - 48  
BOULEVARD

PLAN

SCALE: 1" = 20'

EXHIBIT "E"  
Page 6 of 7

04355 00754



7100 PARK CENTRAL DRIVE, SUITE 1000  
DALLAS, TEXAS 75201  
1972 780-1828  
DATE: 07/03/98

TYPICAL INTERSECTION

SCALE: 1" = 20'

U  
R  
G

04355 00755

EXHIBIT "E"

Page 7 of 7

- 6' CURB SECTION
- BOLLARD
- STREET TREE IN PLANTING AREAS AT 35' O.C. (APPROXIMATE)
- COLORLED OR WHITE CONCRETE SIDEWALK TOILED FINISH
- RAMP DOWN
- LIGHT STANDARD AT 10' O.C. (APPROXIMATE)
- VERGE CONSISTING OF PAVERS, TREE GRATES OR PLANTERS AND GROUND COVER

1180 PARK CENTRAL DRIVE, SUITE 1000  
 DALLAS, TEXAS 75231  
 (972) 750-1200  
 DATE: 09/24/98

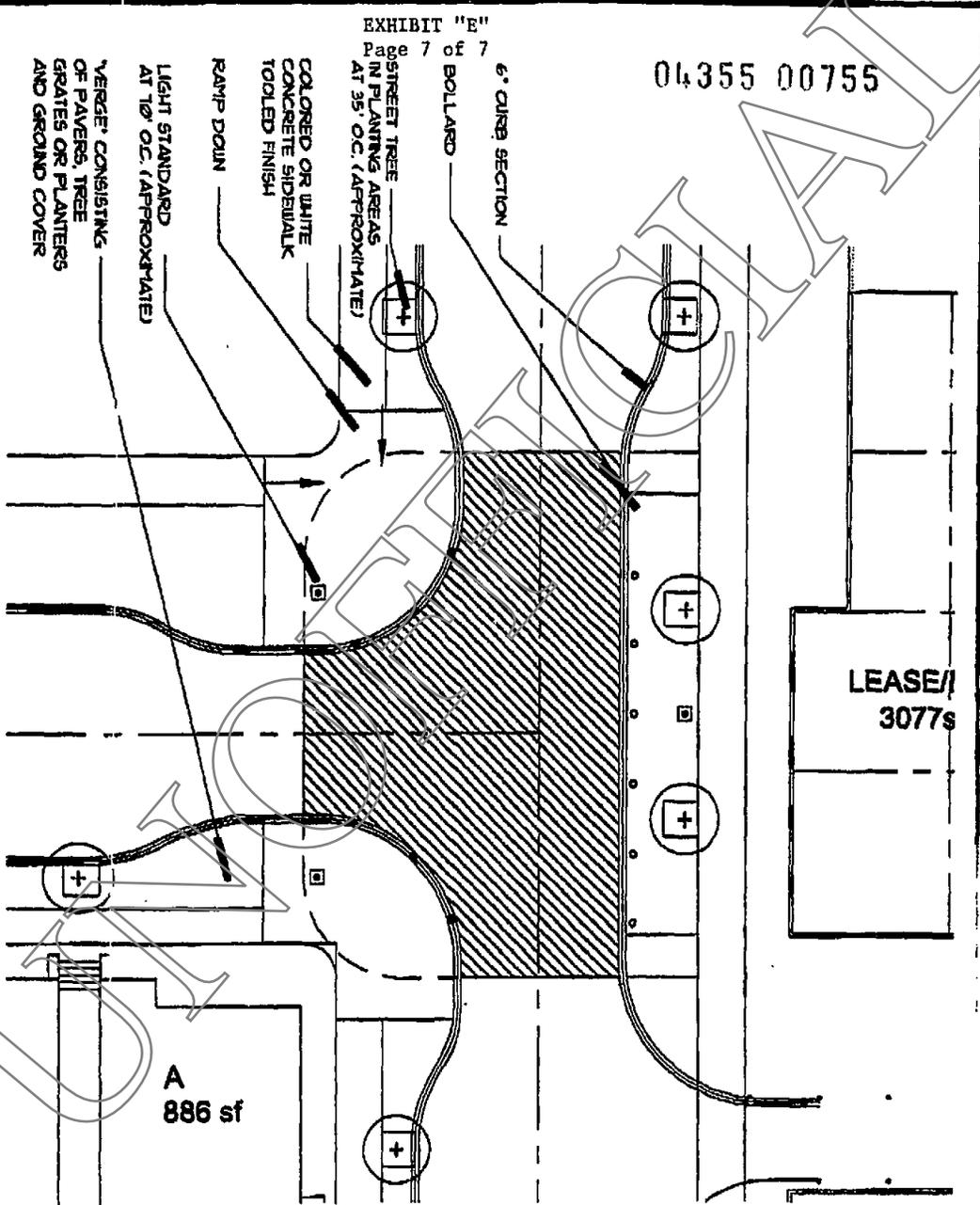
TYPICAL INTERSECTION

SCALE: 1" = 30'

A  
886 sf

LEASE/  
3077s

U  
R  
G



04355 00756

**EXHIBIT "F"**

**Fina Property**

UNOFFICIAL

**FINA PROPERTY**

Being a tract of land situated in the H. Cook Survey, Abstract No. 183, in the City of Plano, Collin County, Texas and being a portion of a tract of land as conveyed to Quorum Development Corporation and evidenced in a Deed recorded in Volume 1257 at Page 760 and a portion of a tract of land as conveyed to Quorum Development Corporation and evidenced in a Deed recorded in Volume 1178 at Page 230, both of the Official Public Land Records of Collin County, Texas (O.P.L.R.C.C.T.) and being more particularly described by metes and bounds as follows (bearings based on the EDS control monumentation):

**BEGINNING** at a 5/8 inch iron rod set for the intersection of the current south right-of-way line of Legacy Drive (formerly known as Carpenter Road)(a variable width right-of-way) with the current west right-of-way line of the Dallas North Tollway (a variable width right-of-way);

**THENCE** South 00°10'35" East, along the west right-of-way line of said Dallas North Tollway, a distance of 738.72 feet to a 1/2-inch iron rod found for the point of curvature of curve to the left;

**THENCE** in a southerly direction, continuing along said west right-of-way line of the Dallas North Tollway and along the arc of said curve to the left, having a central angle of 04°49'44", a radius of 2874.79 feet, a chord bearing of South 02°35'27" East, a chord distance of 242.22 feet and an arc length of 242.29 feet to a 1/4-inch iron rod found for the end of said curve;

**THENCE** South 05°00'19" East, continuing along said west right-of-way line of the Dallas North Tollway, a distance of 191.61 feet to a 5/8-inch iron rod set for a corner;

**THENCE** South 89°49'25" West, departing said west right-of-way line of the Dallas North Tollway, a distance of 943.50 feet to a 5/8-inch iron rod set for corner on the proposed East right-of-way line of Communications Parkway (a proposed 121-foot wide right-of-way at this point);

**THENCE** North 00°10'35" West, along said proposed East right-of-way line, a distance of 828.24 feet to a 5/8-inch iron rod set for an angle point;

**THENCE** North 01°38'14" East, continuing along said proposed east right-of-way line, a distance of 150.07 feet to a 5/8-inch iron rod set for a corner;

**THENCE** North 00°10'35" West, continuing along said proposed east right-of-way line, a distance of 191.81 feet to a 5/8-inch iron rod set for a corner;

**THENCE** North 44°53'29" East, continuing along said proposed east right-of-way line, a distance of 25.44 feet to a concrete monument with an aluminum disk set for the intersection of said proposed east right-of-way line with the said south right-of-way line of Legacy Drive;

**THENCE** North 89°54'38" East, along the south right-of-way line of said Legacy Drive, a distance of 529.40 feet to a 5/8-inch iron rod set for an angle point;

EXHIBIT "F"  
Page 2 of 2

04355 00758

THENCE South  $86^{\circ}49'08''$  East, continuing along said south right-of-way line, a distance of 175.28 feet to a 5/8-inch iron rod set for an angle point;

THENCE North  $89^{\circ}54'38''$  East, continuing along said south right-of-way line, a distance of 185.04 feet to a 5/8-inch iron rod set for an angle point;

THENCE South  $45^{\circ}07'58''$  East, continuing along said south right-of-way line, a distance of 7.08 feet to the POINT OF BEGINNING and CONTAINING 25.000 acres of land.

Document #: 2100

UNOFFICIAL

04355 00759

UNOFFICIAL

ANY INSTRUMENT WHICH PURPORTS TO CONVEY TITLE TO REAL PROPERTY IN COLLIN COUNTY, TEXAS, WHICH IS NOT RECORDED IN THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, IS VOID AS TO THE UNRECORDED INTEREST THEREIN.

FEB 17 1999

*Helen Starnes*



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

On 1999/02/17

At 10:29A

Number: 99- 0019524  
Type : RS 289.00