

ARTICLE I DEFINITIONS

Section 1. “Association” shall mean and refer to CANYON GATE AT CINCO RANCH OWNERS ASSOCIATION, INC., a Texas Non-Profit Corporation, its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Article IV.

Section 2. “Builder” shall mean any person, firm or entity which owns a developed lot for the purpose of constructing a new dwelling for resale to the public.

Section 3. “Architectural Control Committee” shall mean and refer to the CANYON GATE AT CINCO RANCH Architectural Control Committee or any person or persons to whom the Architectural Control Committee delegates such responsibility provided for in Article II hereof.

Section 4. “Common Area” shall mean all property owned by or under the jurisdiction of the Association for the common use and benefit of the Owners, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications. References herein to the “Common Area” shall mean and refer to Common Area as defined respectively in the Declaration and all Supplemental Declarations.

“Common Area” shall also mean and refer to all existing and subsequently provided improvements upon or within the Common Area, except those as may be expressly excluded herein. Common Area may include, but not necessarily be limited to, the following: structures for recreation, swimming pools, playgrounds, structures for storage or protection of equipment; fountains, statuary, sidewalks, gates, streets, fences, landscaping, and other similar and appurtenant improvements. The Association may issue rules and regulations for use, maintenance and operation of the Common Areas.

Section 5. “Developer” shall mean and refer to not only LAND TEJAS DEVELOPMENT, LLC but also to such of its successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the Lots in the undeveloped state, but shall not include any purchaser of one or more developed Lots.

Section 6. “Entry Greenbelts” shall mean all of the property contained within the thirty (30) foot wide Shell Pipeline Corp. easement, which is adjacent to any part of the Subdivision or any area subsequently annexed thereto.

Section 7. “Greenbelt(s)” shall mean any property in the Subdivision, owned by the Developer or the Association, which is designated for Recreation Area or Common Area Landscaping.

Section 8. “Landscape Maintenance Association” or “LMA” shall mean and refer to Cinco Landscape Maintenance Association a Texas non-profit corporation responsible for maintaining certain landscape reserves within and/or adjacent to the properties as provided in the Landscape Restrictions and the By-Laws of the Cinco Landscape Maintenance Association, (“LMA By-Laws”).

Section 9. “Lot” shall mean and refer to any plat of land shown upon any recorded Subdivision map of the Properties with the exception of property designated hereon as “Private Streets,” “Reserves,” “Common Area,” or “Recreational Facilities,” if any. For the purposes of this Declaration, “developed Lot” shall mean a Lot with the street on which it faces opened and improved and with utilities installed and ready to furnish service to such Lot, and “undeveloped Lot” is any Lot which is not a developed Lot.

Section 10. “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. “Private Streets” shall mean any street, drive or right of way owned by the Developer of the Association and used for ingress and egress into and/or around the Subdivision.

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Section 12. "Property" shall mean and refer to: (a) that certain real property first hereinabove described, and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 13. "Reserve(s)" shall mean any Property in the Subdivision owned by the Developer or the Association which is designated for Recreation area, Common Area or Greensbelt/Landscaping/Subdivision identification signage.

Section 14. "Reserve Lots" shall mean and refer to Lots having a common boundary with a Reserve for Common Area, Recreation or Greenbelt or storm water retention lake.

Section 15. "Street Trees" shall be planted and maintained in the green space located between the back of the curb and the sidewalk on all Lots. Street trees shall be only Live Oak variety and shall be planted within a minimum four inch (4") trunk caliper.

One (1) street tree per sidewalk shall be planted on Lots having street frontage of sixty-five (65) feet or less and two (2) street trees per sidewalk side shall be planted on Lots having frontage more than sixty-five (65) feet. Lots shall have street trees on all sides with sidewalks. Street trees shall be situated so as not to obstruct vision at street corners and intersections.

The street trees requirements shall be in addition to, and not substitute for, yard tree requirements set out elsewhere in the Restrictions.

Street trees shall be planted by the builder before any house is sold to an Owner and thereafter shall be maintained by the Owner of the Lot.

Section 16. "Subdivision" shall mean and refer to CANYN GATE AT CINCO RANCH and any additional Sections which may hereafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.