

DEFINITIONS

The following words when used in this Declaration or any amendment or supplement hereto (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Rancho Serena Homeowners Association, Inc., a Texas non-profit corporation, which after its formation, but subject to the provisions of this Declaration, shall have the power, duty and responsibility of maintaining and administering the Common properties, and collecting the assessments and charges hereinafter prescribed; and have the right of administering and enforcing the Covenants and Restrictions.

(b) "Common Properties" shall mean and refer to any and all areas of land within the Property which are known, described or designated as parks, recreational areas, common green, common areas, recreational easements, recreational amenities such as swimming pools, tennis courts or parks, playground equipment, green belts or open spaces, private streets or security gates, on any recorded subdivision plat of the Property or pursuant to any easements granted to Declarant for green belt areas or intended for or devoted to the common use and enjoyment of the Members of the Association, also landscaped medians in public right-of-ways, and entry treatments together with any and all improvements that are now or may hereafter be constructed or installed thereon, and including all equipment, walls, fountains, fences, accessories and machinery used in the operation or maintenance of any of such Common Properties and any additions to or replacements of any of such Common Properties. The common areas now within Rancho Serena residential community generally consist of open spaces. Declarant proposes to hold record title to the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Members to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant but prior to January 1, 2020) record title to the Common Properties will be formally transferred from the Declarant to the Association. Declarant reserves the right to effect redesigns or reconfigurations of the Common Properties and execute any open space declarations applicable to the Common Properties which may be

permitted by law in order to reduce property taxes.

(c) "Declarant" shall mean and refer to Triwest Enterprises, Inc., and its successors and assigns (if any) of Triwest Enterprises, Inc. with respect to the voluntary disposition of all (or substantially all) of the assets of Triwest Enterprises, Inc. and/or the disposition of all (or substantially all) of the right, title and interest in and to the Property prior to the completion of development thereon. No person or entity purchasing one or more Lots from Triwest Enterprises, Inc. in the ordinary course of business shall be considered as "Declarant."

(d) "Existing Property" shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to section 2.01 of Article II hereof.

(e) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property; as amended from time to time, which is designated as a lot therein and which is or will be improved with a residential dwelling in conformity with the building restrictions herein set forth. Although some portions of the Common Properties may be platted as a "lot" on the subdivision plat, these lots shall be excluded from the definition of "Lot" as used herein. "Adjoining Lot" shall mean and refer to a Lot which is adjacent to any other Lot as shown on any recorded plat of the Property. Any reference in Article IX hereof to the visibility of an item from any Adjoining Lot shall mean the visibility of such item from the ground level of the structure located on the Adjoining Lot and not the second story of a two-story dwelling located thereon.

(f) "Member" shall mean and refer to each Owner of a Lot.

(g) "Owner" shall mean and refer to each and every person or business entity who or which is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants and Restrictions; however, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security for the performance of an obligation.

(h) "Property" shall mean and refer to all such existing properties, and any additions thereto, as are subject to this Declaration , or any amendment or supplement hereto, prepared and filed of record pursuant to the provisions of

Article II hereof. Declarant presently envisions that additional properties adjacent to the Existing Property will be added to the scheme of this Declaration.