

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LEGENDARY OAKS PROPERTY OWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS }
 }
COUNTY OF WALLER } **KNOW ALL MEN BY THESE PRESENTS**

This Amended and Restated Declaration was made this 16th day of February 2019, by the Legendary Oaks Property Owners Association, Inc. This Declaration is amended and restated from the Declaration of Reservations of Legendary Oaks dated December 14, 1999, Clerk’s File No. 997701; the First Amendment of the Declaration of Reservations dated June 18, 2002, Clerk’s File No. 024121; the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Legendary Oaks dated February 9, 2010, Clerk’s File No. 1000684; and the Second Amendment of the Declaration of Reservations dated December 15, 2014, Clerk’s File No. 1501056, all of the official records of Waller County, Texas.

The LEGENDARY OAKS PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation created pursuant to Art. 5190.6, Tex. Rev. Civ. Stat. Ann., and the Texas Non-Profit Corporation Act (herein also referred to as “Legendary Oaks POA” or “Association”), hereby ADOPTS, ESTABLISHES, AND IMPOSES the following declarations, protective covenants, conditions, reservations, limitations and easements to apply uniformly to use, improvements, occupancy, ownership and conveyance on those certain properties described as Legendary Oak Property Owners Association, Inc., located in Waller County, Texas (“Legendary Oaks”) and further described in Exhibit “A” attached hereto and incorporated herein for all purposes.

WHEREAS, as provided in Section 5.2 of the Declaration of Reservations of Legendary Oaks filed on December 14, 1999, Clerk’s File No. 997701, Volume 0638, Page 953 in the official records of Waller County, Texas, this Amended and Restated Declaration shall be effective on the date that it is recorded in the official records of Waller County, Texas; and

WHEREAS, this Amended and Restated Declaration imposes additional covenants, conditions and restrictions on portions of the property subject to this Declaration; and

NOW, THEREFORE, the following covenants, conditions, restrictions, reservations and easements are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property (hereinafter defined).

**SECTION 1
DEFINITIONS**

“Association” shall mean and refer to the Legendary Oaks Property Owners Association, Inc., and its successors and assigns.

“Board” shall mean and refer to the Board of Directors of the Association.

“Certificate of Formation” shall mean and refer to the Certificate of Formation which established the Association.

“Bylaws” shall mean and refer to the Bylaws of the Association adopted by the Board.

“Common Areas” shall mean and refer to all property, real or personal, owned, held or maintained for common use and enjoyment of the Lot Owners, including but not limited to, access easements, lakes, ponds, creeks, or other bodies of water as may be so designated, reserves designated on the Plat, storm sewer lines, common sanitary sewer lines, common water lines, streets, and any paved parking area that may be utilized by the Lot Owners.

“Lot Owner” or “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to the surface estate in any platted Lot or tract of Land which is part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

“Member” or “Members” shall mean and refer to each Lot Owner. Each Lot Owner is required to maintain membership in the Association and comply with the provisions of this Declaration, the Certificate of Formation and Bylaws.

“Plat” shall mean and refer to the Plat of the Properties, or any portion thereof, recorded in Volume 0648, Page 829 of the real property records of Waller County, Texas, and any Replat or amendment to the Plat made in accordance with this Declaration.

“Subdivision” or “Legendary Oaks Subdivision” shall mean and refer to those certain tracts of land totaling approximately 280.892 acres, more or less, located in Waller County, Texas further described in Exhibit “A”, “B”, and “C” attached hereto and incorporated herein for all purposes, and all, if any, future additions thereto as may be annexed to the jurisdiction of this Declaration.

SECTION 2

ARCHITECTURAL COMMITTEE

The President shall appoint an Architectural Committee consisting of two (2) Lot Owners and one (1) member of the Board, as determined by the President, and who shall be natural persons. The Committee shall serve at the will of the Board.

The Committee shall be authorized to consider all aspects of dwelling construction and construction of other improvements to be in the Subdivision. The Committee may disapprove any aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more property Owner or the general overall appearance of the properties located in the Subdivision.

It shall be the general purpose of the Committee to provide for maintenance of high standard of architecture and construction in such a manner as to enhance the aesthetic properties and structural soundness of the developed Subdivision. The judgement of the Committee shall be final, conclusive and binding.

The Committee shall determine whether the Conditions contained in this Declaration are being complied with; however, no act of its own initiative shall be deemed to constitute a waiver of any right or duty of the Committee at any time or from time to time thereafter to initiate such action and/or enforce to act in any real or threatened violation of this Declaration and the Conditions, all in the exercise of its sole discretion.

The Committee shall adopt reasonable rules and regulations for the conduct of its duties and may fix the time and place for its regular meetings, and for such special meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection of any Owner upon the written consent of any one of the members of the Committee. The Committee shall by a majority vote elect one (1) of its members as Chairman and one (1) of its members as Secretary, and the duties of such Chairman and Secretary shall be such as usually pertains to such offices. Any and all rules or regulations adopted by the Committee regulating its procedure may be changed by the Committee from time to time by majority vote and none of said rules or regulations shall be deemed to be any part of said Conditions.

SECTION 3 **CONDITIONS**

A. Platting

Each Plat shall subdivide the Land covered thereby into one (1) or more Lots which shall be identified by number.

B. Easements

Easements for installation, operation, maintenance, repair and replacement of utilities, and drainage, including the trimming and/or removal of trees and brush for drainage facilities, are reserved as shown on the applicable Plat and/or as set out in the Declarations. Within these easements, no structure, fences, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels. The easements include, without limitation, the right of ingress and egress thereon at reasonable times to such easements for construction, maintenance, repair and replacement purposes, without consent or approval of the Owner of the applicable Lot or Land and without compensation or redress to the Owner of Lot or Land by reason of such construction, maintenance, repair or replacement.

Any improvements placed in the easement area by the Owner of any Lot or Land may be removed by any person or entity having any right, title, or interest in the easement, including, without limitation, any public authority or utility company, all without liability to any at the expense to the Owner of said Lot or Land. The easement area of each Lot or Land and all improvements thereon shall be maintained continuously by the Owner of the Lot or Land covered by said easement, except for those improvements which are owned by the Owner of the easement such as the applicable public authority or utility company.

C. Construction Standards

The following provisions shall be applicable to all Subdivision Lots and Land.

1. Structural

No building material, building, fence, patio, or other structure shall be erected, altered, added to, placed or permitted to remain on any Lot or Land until and unless the plans showing floor areas, external design, structural details and plot plan showing the ground location of the intended structure have been first delivered to the Architectural Committee and approved in writing, but not limited to, the external design including color and quality, the conformity and harmony with existing or proposed structures in the Subdivision and the height of the structure insofar as it may obstruct the view of the surrounding Lots, the location of the structure on the Lot, the quality and type of materials and aesthetic qualities.

No alterations in the exterior appearance of an existing building or structure shall be made without approval of the Architectural Committee. These requirements also extend to ornamental structures, fences and walls, including but not limited to the location, design, height, length, and type of construction or the moving of a significant amount of soil. No natural draining shall be changed, altered or diverted without approval of the Architectural Committee.

Notwithstanding any other provisions of this Declaration, it is and shall remain the sole right and duty of the Board to review applications and grant approvals for any variances to this Declaration. Exceptions to and variances from this Declaration and, in general, other forms of deviations from these restrictions imposed by this Declaration may be made when and only when such exceptions,

variances, and deviations do not in any way detract from the appearance of the premises and are not in any way detrimental to the public welfare or to other property Owners in the Subdivision.

Any exception and/or variances made or permitted by the Board shall apply only to the specific instance for which such exception or variances is made or permitted and shall not be deemed to apply to any other situation. Without limitation, the designated, maximum building height and maximum yard requirements and/or any other provision herein, may be waived by the Board, when in their opinion, such structures relate to the sound architectural planning and conform to the overall design of the Subdivision.

2. Elevated Structure Design

Other than buildings and structures constructed by the Association, no structure on any Lot shall be constructed or placed upon stilts, pilings, piers, etc.

3. Building Area

No structure shall be erected, placed or maintained on any portion of any Lot which portion has an area of less than a full Lot as designated on the applicable Plat. If one structure is constructed on an area consisting of more than one (1) Lot, the combined area, for the purpose of setback requirements shall be considered one (1) Lot.

4. Maximum Building Height

No structure shall exceed thirty-two (32) feet above the natural contour line of the Lot.

5. Minimum Yard Requirements

Except as specified to the contrary of the Plat, which specification shall control, the following shall apply:

- a) Front yard setbacks shall conform to a minimum depth of twenty-five (25) feet from the front property line to the closest structural projections, including porches, but not including eaves, overhangs, planters, or fireplaces.
- b) A principal structure shall provide total side yards of not less than fifteen (15) feet with not less than five (5) feet on one (1) side. Corner Lots shall maintain a minimum setback of twenty-five (25) feet from the side street line.
- c) A rear yard shall be maintained of at least fifteen (15) feet from the property line to the nearest building line.

6. Maximum Area of Dwelling

Notwithstanding uses permitted herein, no more than fifty percent (50%) of the total Lot area shall be used for the dwelling and other structures.

7. Minimum Dwelling Unit Size

All residences constructed on Lots 3 through 15 shall require a minimum of two thousand (2,000) square feet of living area. All other Lots shall require a minimum of two thousand, five hundred (2,500) square feet of living area. The requirements shall exclude area for a garage, covered porches, covered contiguous patios or other similar appendages for all Lots.

8. Building Exterior

Except for buildings and structures constructed by Association, all structures must have an exterior wall of at least seventy-five percent (75%) masonry on the street fronting walls and shall not have less than fifty percent (50%) masonry covering on the total of all exterior walls. Stucco shall be considered as "masonry" for the purpose of this paragraph. The exterior portion of all walls, that are not masonry, shall be painted or stained immediately upon completion or shall have color mixed in the final structural application, excepting acceptable woods that are commonly used without such finishes, so that all such materials shall have a finished appearance. The final color of all exterior surfaces must be approved by the Architectural Committee prior to application.

The change of any exterior paint colors must be the same color or one of a similar hue of the original color. Any changes to an existing color hue must be approved by the Architectural Committee prior to application.

9. Roofs

The roof of each structure shall be covered with composition type shingles of a weight and color approved by the Architectural Committee, other architecturally compatible roofing materials may be approved at their discretion. All roof stacks and flashing must be painted to match the approved roof color. Any replacement roof must be approved by the Architectural Committee.

10. Garages and Carports

All Lots shall provide for at least one (1) garage capable of housing at least two (2) full size automobiles. Such structure shall be connected to the main structure. The connection may be by a breezeway. All garages shall be enclosed. Carports are not allowed on any Lot.

11. Utilities

All utilities and utility services on all Lots or Land shall be installed underground, and no above surface utility wires will be installed on any Lot outside any structure.

12. Plumbing and Sewage

All structures shall have completed and approved plumbing and sewerage installation before occupancy, and shall comply with all laws, ordinances, rules and regulations of governmental authorities having and asserting jurisdiction.

13. Air Conditioning Units

No air conditioning unit, evaporative cooler, or other object shall be placed upon or above the roof of any dwelling or other building except and unless the same is architecturally concealed from view in plans submitted to and approved by the Architectural Committee.

14. Tanks, Butane, Etc.

No butane or other tank used for the storage of gases and liquids for fuel shall be placed on any Lot.

15. Fences

No fence shall be constructed on any Lot nearer to any front street than is permitted for the house or building on said Lot. Any fence constructed on any Lot shall be of wrought iron and not

exceed five (5) feet in height. The Owners of Lots 3 thru 15 can construct a privacy fence along the back-Lot line of said Lots. Such privacy fence shall not exceed seven (7) feet in height. The height, construction, material and style of all fences shall be subject to approval of the Architectural Committee. The construction of any fence shall be completed within forty-five (45) days unless additional time is requested and approved by the Board.

D. Land Use – General

The following provisions shall be applicable to all Subdivision Lots or Land regardless of classification:

1. Residential Use

No part of any residential Lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other non-residential purposes, nor for any commercial use of a residential nature (i.e. boarding home, day-care facility, half-way house, nursing home, rehabilitation or therapy facility, or church, etc.); however, Owners may engage in a home occupation on a full or part time basis only if: (1) such business is transacted entirely through the U.S Postal Service, telephone or computer communication; (2) there is no visible manifestation (i.e. signs or advertisement) of such business on the exterior of the residence; (3) the business will not generate any noise that would be considered a nuisance to other residents of the Subdivision; and (4) the business does not cause traffic to be generated on or in the vicinity of the home.

2. Lot Maintenance

It shall be the duty, responsibility and obligation of each Lot Owner to care for, maintain and repair the exterior and interior of all needed improvements on their Lot including private driveways, sidewalks, and fences which are situated on the Lot.

The Owner of each Lot shall also keep grass, trees, hedges, bushes, weeds and vegetation trimmed or cut so that all shall remain in a neat and attractive condition. All curb lines shall be edged, and grass clippings should not be blown or left in the streets. Dead trees and fallen limbs shall be removed from the property.

The Board shall notify in writing, by Certified Mail Return Receipt, any Lot Owner failing to comply with these requirements. If the Owner does not comply with the request of the Board within forty-five (45) days from the postmark of said Notice, the Board may arrange for the Lot to be cleaned as needed. If a Lot is not cleaned after written notification by the Board, the Board shall have the Lot cleaned and the invoice for said cleaning not to exceed five hundred dollars (\$500.00) plus any applicable postage fees shall be mailed to the Owner of said Lot. Payment of said invoice will be due within thirty (30) days of the date of the postmark. Failure to pay an invoice for Lot maintenance may result in a lien being filed against the property.

3. Storage of Tools and Storage Buildings

The storage of tools, landscaping instruments, household effects, machinery or machinery parts, trailers, empty or filled containers, boxes or bags, materials or other items that may detract from the aesthetic values of the property, shall be placed and stored to be concealed from view of all public rights or way, and the Owners of the other Lots.

Portable storage buildings are not allowed. Storage areas must be attached to the main residential structure and constructed in a manner that will not detract from the appearance of the premises and are not in any way detrimental to the public welfare or to other property Owners in the

Subdivision. The construction of any storage area must be approved by the Architectural Committee.

4. Greenhouses

Greenhouses are not allowed on any Lot.

5. Occupancy, Parking and Mobile Occupancy

No structure, mobile home, trailer, tent, shack, or other temporary structure of any nature shall be used for occupancy or placed upon any Lot that is not specifically designed for residential housing. No garage, servant's quarters, or guest cottage shall be constructed on any Lot prior to the construction of the main residence.

No boat trailer, utility trailer, camper, motor home or any such vehicle designed for living or camping shall be parked within the Subdivision without prior approval of the Board.

No trucks in excess of one (1) ton capacity, or unsightly vehicles or other matter shall be stored or kept for any purposes, including repair on any Lots or driveways. Both prior to and after occupancy of a dwelling on any Lot, the Owner shall provide appropriate space for off-the-street parking for vehicles.

6. Trash, Garbage, Waste and Debris

All trash, garbage or other waste and debris shall always be kept in enclosed, sanitary containers, and out of street view. Trash containers for collection must be placed at the street right of way line on regular collection days. Containers shall not be placed at the street any earlier than twelve (12) hours prior to pick up. Storage of junk, inoperative or unlicensed cars, and other unsightly objects on any Lot or Land is expressly prohibited.

7. Mailboxes

No private mailboxes can be constructed on any Lot. All Owners will be assigned a mailbox at the front entrance gate. The cost of each mailbox shall be one hundred dollars (\$100.00) unless otherwise provided by the individual home builder.

8. Livestock, Poultry and Pets

No sheep, goats, horses, cattle, swine, poultry, snakes, or any kind of dangerous animal shall ever be kept in or upon any part of the property. (The determination as to what is a dangerous animal shall be the sole discretion of the Board.) A maximum of five (5) common household pets may be kept by the Owner, provided they are not kept for any commercial purpose.

Any allowable pet that is kept in a household must be confined to its Owner's Lot either by constraints of a back-yard fence, a leash or kept within the residential structure. Dogs shall not be permitted to run freely away from its Owner's Lot and must always be controlled by a leash. Any and all applicable leash and licensing laws in effect in Waller County shall also apply to this provision.

9. Clothes Line

No clothing or other materials shall be aired or dried upon any Lot in a manner that is visible from the street.

10. Holiday Decorations and Outdoor Lighting

All holiday decorations, including outdoor lighting, shall be removed within 30 days after the holiday.

11. Flag Display

As outlined in Section 202.012 of the Texas Property Code, a flag of the United States of America, the State of Texas, and the United States Armed Forces may be displayed if not more than 20' in height, and comply with all governmental laws, rules and regulations. Flags and flagpoles must be maintained and kept in good condition.

12. Signs and Items

Owners may not place signs of any nature at the entrance to the Subdivision or in any common areas. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any residential structure, fence or other improvement to be visible from public view except the following:

- a. For Sale Signs: An Owner may erect one (1) standard "For Sale" sign on their Lot. The sign shall not exceed 2'x3' in area, fastened only to a stake in the ground and extending not more than 3' above the surface of the ground.
- b. For Lease Signs: No "For Lease" signs shall be permitted at any time.
- c. Builder's Signs: A residential builder may erect one (1) standard professional sign on their Lot. The sign shall not exceed 2'x3' in area, fastened only to a stake in the ground and extending not more than 3' above the surface of the ground.
- d. Political Signs: As outlined in Section 202.009 of the Texas Property Code, Lot Owners may display one political sign for each candidate or ballot item. Political signs cannot be erected prior to the ninety days (90) before the election to which the political sign relates and must be removed within ten (10) days following the election in which the political sign relates. All political signs in the Subdivision shall:
 1. Be ground mounted.
 2. Cannot be larger than four feet by six feet (4'x6').
 3. Cannot contain language, graphics or any display that would be offensive to the ordinary person or be accompanied by music or other sounds or by streamers that are distracting to motorists.
- e. Special Occasion Signs: Special occasion signs (i.e. birthday party, wedding celebrations, new baby welcome, etc.) can be erected on any Lot for no longer than seventy-two (72) consecutive hours. The Board shall have the authority to extend the time limit upon request from the Lot Owner.
- f. Religious Items: As outlined in Section 202.018 of the Texas Property Code, religious items must be displayed on or affixed to the entry to the Owner's dwelling and shall not be greater than twenty-five (25) square inches.

The Board reserves the right to remove any sign displayed in violation of the Texas Property Code as outlined in this Document or deemed to be unfit or controversial in nature without any liability of trespass, tort or otherwise, arising from such removal.

13. Hunting and Firearms

No hunting shall be allowed in the Subdivision, and the discharge of any firearm is strictly prohibited.

14. Drilling and Mining

No water well, oil, gas or mineral mining, exploring, drilling, development, refining, quarrying or other operations of a related nature shall be permitted upon or in any Lot or Land without the prior written authorization of the Board.

SECTION 4
SPECIAL PROVISIONS

1. Nuisances

No noxious or offensive activities shall be carried on upon any Lot or Land, nor shall anything be thereon which may be or may become an annoyance or nuisance in the Subdivision.

2. Annual Membership Dues

The annual membership dues shall be three hundred and fifty dollars (\$350.00) per platted Lot, as designated by the Waller County Appraisal District, owned by said member. All membership dues shall be paid in full on or before January 15th of each calendar year. The membership dues shall be used to maintain and operate the utilities at the front gate (electricity and phone), administrative cost, liability insurance, maintenance, landscaping, and enhancement throughout the common areas of the Subdivision.

The amount of the annual dues may be amended by a majority vote of the eligible members at an annual meeting of the Association. Any amendments must be in the best interest of the Subdivision and uniform to all Lots.

All payments for membership dues should be mailed to: Legendary Oaks Property Owners Association, Inc., 52097 U.S. 290, Hempstead, Texas 77445

SECTION 5
DURATION

The period of the corporation's duration is perpetual.

SECTION 6
AMENDMENTS

This Declaration and any or all the Conditions set out herein may be amended by a majority vote of at least sixty-seven percent (67%) of the total Subdivision Lot Owners as outlined in Section 209.0041 of the Texas Property Code. If an amendment to this Declaration or any of the Conditions outlined herein, an instrument of amendment shall be in writing and shall be executed and acknowledged by the then Owners and must be filed of record in Waller County, Texas. The instrument of amendment shall be deemed to be effective on the date it is filed of record in Waller County, Texas. Any amendment to this Declaration shall be binding on all Lots and Owners after the effective date thereof. Any amendments shall not apply to any building or structures under construction at the time the amendment instrument is filed of record in Waller County, Texas.

SECTION 7
NOTICES

Any notice required to be sent to an Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Owner in the deed records of the Subdivision at the time of such mailing. This section shall never be deemed to obligate the Association to maintain records or addresses or to give notices. It shall be the duty of each Owner to keep the Association currently advised as to the address of Owner.

SECTION 8
SEVERABILITY

If any of the provisions of this Declaration conflict with any other provision hereof and/or with the applicable Plat, the more restrictive provision shall govern. In this connection, without limitation, the Association shall have the right as its election to impose additional special conditions on any Lot or Land which special Conditions, if any, shall be set forth on the face of the Plat and or in a separate instrument filed at the same time and in connection with said Plat. Said additional special conditions shall be binding on the Lot or Land covered thereby and shall be deemed to be part of the Conditions of this Declaration.

If any paragraph, section, sentence, clause or phrase of the Conditions and Covenants herein contained shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases and/or shall become or be illegal, null and void.

SECTION 9
ENFORCEMENT

If any Owner of any Lot or Land shall violate or attempt to violate this Declaration or any of the Conditions or Covenants herein, it shall be lawful for the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate this Declaration or any such Conditions or Covenants and to prevent such violation or threat of violation, including reasonable attorney fees and in general to pursue and seek other remedies and or relief as may be permitted at law and or in equity, including, without limitation, specific performance. Without limitation, in order to enhance and protect the value of the Lots described herein, the right to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any Conditions either to prevent such violations or to recover damages or other dues for each violation is also expressly reserved to the Association.

Breach of any of the Conditions or Covenants hereof by any Owner shall not in any way affect any valid mortgage or lien made by said Owner or a predecessor or successor in title of such Owner; provided said mortgage or lien was made in good faith and for value and not made for the purpose of defeating the purposes of such Conditions or Covenants.

ADOPTED AND APPROVED at a meeting of the members of the Association and by the Board of Officers on this ____ day of _____, 2019.

Cindy Pearce, President
Incorporator No. 1

Glenn Morrish, Vice-President
Incorporator No. 2

Julie Kroeger, Treasurer
Incorporator No. 3

Jeana Bellinger, Secretary
Incorporator No. 4

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

BEFORE ME, the undersigned authority, on this the ____ day of _____, 2019, personally appeared Cindy Pearce, Glenn Morrish, Julie Kroeger, and Jeana Bellinger, who being by me first duly sworn, declared that they are the Incorporators of the foregoing Corporation, that they signed the foregoing document as such, and that the statements contained therein are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year written above.

Notary Public, State of Texas

Printed Name of Notary: _____

My Commission Expires: _____