

4/10/15

SPRINGBROOK GLEN
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FILM CODE
00005544854

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

WHEREAS SPRINGBROOK VENTURE, a Texas joint venture partnership, hereinafter called the Declarant, is the owner of that real property known as Springbrook Glen, Section 1, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 98, Pages 001-004, Plat Records of Travis County, Texas ("the Subdivision"); and

WHEREAS, all of the property within the Subdivision (the "Property"), is intended to be developed for single family residential purposes; and

WHEREAS, Declarant desires to create upon the Property a residential community and to carry out a uniform plan for the improvement and development of the Property for the benefit of the present and future owners of the Property; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of common areas and, to that end, desires to subject the Property to the covenants, conditions and restrictions hereinafter set forth, each of which is for the benefit of the Property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create a homeowners association, and to delegate the powers of maintaining, administering and enforcing these covenants and restrictions, and collecting and disbursing the assessments and charges herein created, to this association;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (i) that all of the Property will be held, sold, conveyed and occupied subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which will run with, the Property and be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and will inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof will conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out or referred to in said contract or deed.

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, when used in this Declaration, the following words and phrases will have the meanings hereinafter specified:

1.01 Architectural Committee. "Architectural Committee" means the committee created under this Declaration to review and approve plans for the construction of Improvements upon the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" means the rules and regulations adopted by the Architectural Committee, as amended from time to time.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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1.03 Articles. "Articles" means the Articles of Incorporation of Springbrook Glen Homeowners Association, Inc., to be filed in the office of the Secretary of State of the State of Texas, as amended from time to time.

1.04 Assessment. "Assessment" or "Assessments" means assessments levied by the Association under the terms of this Declaration, including both regular and special assessments.

1.05 Association. "Association" means Springbrook Glen Homeowners Association, Inc., a Texas non-profit corporation.

1.06 Association Property. "Association Property" means all real or personal property now or hereafter owned by or leased to the Association.

1.07 Board. "Board" means the Board of Directors of the Association.

1.08 Bylaws. "Bylaws" means the Bylaws of the Association, as adopted by the Board and amended from time to time.

1.09 Common Area and Facilities. "Common Area and Facilities" means lots and/or other properties designated by Declarant and conveyed to the Association for the common benefit of the Owners.

1.10 Declarant. "Declarant" means Springbrook Venture, a Texas joint venture partnership, its duly authorized representatives or their respective successors or assigns; however, any assignment of the rights of Springbrook Venture as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant will not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11 Declaration. "Declaration" means this instrument as amended and supplemented from time to time.

1.12 Improvement. "Improvement" means every structure and all appurtenances thereto of every type and kind, including buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.13 Lot. "Lot" or "Lots" means any parcel or parcels of land within the Property shown as a subdivided lot on the Plat of the Subdivision, together with all Improvements located thereon.

1.14 Member. "Member" means any person or entity holding membership rights in the Association.

1.15 Mortgage. "Mortgage" means any lien covering any portion of the Property given to secure the payment of a debt.

1.16 Mortgagee. "Mortgagee" means the holder of any Mortgage.

1.17 Owner. "Owner" means a person or entity, including Declarant, holding a fee simple interest in any portion of the Property, but not a Mortgagee.

1.18 Person. "Person" means any individual or entity having the legal right to hold title to real property.

1.19 Plans and Specifications. "Plans and Specifications" means any and all documents designed to guide or control the construction or erection of any Improvement, including those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other relevant documentation or information.

1.20 Plat. "Plat" means the plat of the Subdivision recorded in the Plat Records of Travis County, Texas, as amended from time to time.

1.21 Property. "Property" means all of the property within the Subdivision, together with other real property hereafter made subject to the terms of this Declaration.

1.22 Restrictions. "Restrictions" means this Declaration, as amended from time to time, together with the Rules, Architectural Committee Rules and the Articles and Bylaws of the Association from time to time in effect.

1.23 Rules. "Rules" means the rules and regulations adopted by the Board, as amended from time to time.

1.24 Subdivision. "Subdivision" means Springbrook Glen, a subdivision in Travis County, Texas, according to the plat recorded in the Plat Records of Travis County, Texas.

1.25 Supplemental Declaration. "Supplemental Declaration" means any declaration of covenants, conditions and restrictions recorded by Declarant after the date of this Declaration in order to add to the Property; subject any portion of the Property to further restrictions, covenants or conditions, or withdraw land from the Property.

ARTICLE II GENERAL RESTRICTIONS

All of the Property will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

2.01 Antennae; Satellite Dishes. No exterior radio or television antenna or aerial or satellite dish (collectively, "Antennae") may be erected or maintained within the Property without the prior written approval of the Architectural Committee. Any Antenna, if approved, must be entirely screened from view from adjacent lots and streets.

2.02 Insurance Rates. Nothing may be done or kept on the Property that would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon without the prior written approval of the Board.

2.03 Subdividing. No Lot may be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

2.04 Signs. No sign of any kind may be displayed to the public view on the Property without the prior written approval of the Architectural Committee, except for signs which are part of Declarant's overall

marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for signs.

2.05 Rubbish and Debris. No rubbish or debris of any kind may be placed or permitted to accumulate upon the Property and no odors may be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or its occupants. Refuse, garbage and trash must be kept at all times in covered containers and such containers must be kept within enclosed structures or appropriately screened from view.

2.06 Noise and Lights. No exterior lights, speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) may be located, used or placed on any of the Property without the prior written approval of the Architectural Committee. No noise, lighting or other nuisance may be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

2.07 Construction of Improvements. No Improvements may be constructed upon any of the Property without the prior written approval of the Architectural Committee.

2.08 Repair of Buildings. All Improvements must at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner.

2.09 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, may be performed only with the prior written approval of the Architectural Committee.

2.10 Roofing Materials. No reflective roofing materials will be permitted on any Improvement.

2.11 Driveway. The Architectural Committee may impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways in the Subdivision.

2.12 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire may be erected, placed or maintained in or upon any portion of the Property unless contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements approved in writing by the Architectural Committee; provided, however, that no provision hereof will be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements that have been previously approved in writing by the Architectural Committee. The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation, for both temporary and permanent utilities, will be subject to review and approval by the Architectural Committee.

2.13 Drainage. No interference with the established drainage patterns over any of the Property will be permitted, except by Declarant, unless adequate provision is made for proper drainage and the plans are approved in writing by the Architectural Committee.

2.14 Hazardous Activities. No activities may be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon the Property, no open fires may be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

2.15 Temporary Structures. No tent, shack or other temporary building, improvement or structure may be placed upon the Property without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, restrooms and office space for architects, builders and foremen during the period of actual construction on a Lot only may be maintained with the prior approval of Declarant, such approval to include the nature, size, duration and location of such structure.

2.16 Mining and Drilling. No portion of the Property may be used for mining, quarrying, drilling, boring, exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

2.17 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee will be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment must be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property must have sufficient garage space, as approved by the Architectural Committee, to house all vehicles to be kept on the Lot. Lot Owners may not keep more than 2 automobiles in such manner as to be visible from any other portion of the Property for any period in excess of 72 hours. No automobiles or other vehicles may be parked overnight for more than 2 consecutive nights on any roadway within the Property. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse of trash may be kept, stored or allowed to accumulate on any portion of the Property, except within enclosed structures or appropriately screened from view.

2.18 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes may be parked or placed on any Lot at any time, and no travel trailers, recreational vehicles or similar vehicles may be parked on any portion of the Property so as to be visible from adjoining property or public or private thoroughfares for more than 48 hours.

2.19 Fences. The back yard of each Lot must be fenced prior to the occupancy of the residence located on such Lot unless a waiver is obtained, in writing, from the Architectural Committee. All fences constructed on the Property must have the prior written approval of the Architectural Committee. The Architectural Committee may, in its discretion, prohibit the construction of any proposed fence, specify the height or location of the proposed fence, specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property. All Owners will be responsible for the maintenance of all fences located on their Lots.

2.20 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on the Property. No more than 3 domestic pets may be kept on any Lot. No domestic pet will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operations will be allowed. No domestic pet may be allowed to run at-large and all domestic pets must be kept within enclosed areas, which must be clean, sanitary and reasonably free of refuse, insects and waste at all times and which must be constructed in accordance with plans approved by the Architectural Committee, of reasonable design and

construction to adequately contain such animals in accordance with the provisions hereof, and screened so as not to be visible from any other portion of the Property.

2.21 Lawns and Plantings. The front yard of each Lot and the front and the side yards adjacent to the street of each corner Lot must be fully sodded prior to the occupancy of the residence located on such Lot. Each Owner must keep all shrubs, trees, grass and plantings of every kind on his or her Lot cultivated, pruned, mowed and free of trash and other unsightly materials. If any Owner fails to do so, Declarant, the Association or the Architectural Committee will have the right, at any reasonable time, to enter upon any Lot to replace, maintain and cultivate the shrubs, trees, grass or other plantings and to charge the cost to the Owner as provided in Section 5.04(E).

2.22 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no construction activity will be deemed to constitute a nuisance or a violation of this Declaration due to noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that the construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, but the waiver will be only for the reasonable period of construction.

2.23 Compliance with Restrictions. Each Owner must strictly comply with the provisions of the Restrictions as amended from time to time. Failure to comply with any of the Restrictions will constitute a violation of this Declaration, and give rise to a cause of action for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

2.24 Liability of Owners for Damage to Common Area and Facilities. No Owner may in any way alter, modify, add to or otherwise perform any work upon the Common Area and Facilities without the prior written approval of the Board. Each Owner will be liable to the Association for any damage to (i) the Common Area and Facilities, or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, caused by the neglect, misuse or negligence of the Owner or his or her family, any tenant or other occupant of the Owner's Lot, or any guest or invitee of the Owner. The full cost of all repairs of such damage will be an Assessment against the Owner's Lot, secured by a lien against the Lot and collectible in the same manner as provided in Section 7.06, including foreclosure of such lien.

2.25 No Warranty of Enforceability. While Declarant has no reason to believe that any of the provisions of this Article or this Declaration are or may be invalid or unenforceable, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions assumes all risks of validity and enforceability and, by acquiring the Lot, agrees to release and hold Declarant harmless from any liability or obligation with respect thereto.

ARTICLE III
RESIDENTIAL RESTRICTIONS

3.01 Residential Use. All Lots must be improved and used solely for single-family residential use, including a garage, fencing and other Improvements as are necessary or customarily incident to residential use, or for greenbelt, open space or other use approved by Declarant.

3.02 Building Height. No Improvement may exceed 2 stories in height and no Improvement greater than 30 feet in height may be constructed on any Lot without the prior written approval of the Architectural

Committee. For purposes of this Section, height will be measured from the poured foundation at its lowest point on the Lot to the ridge line of the roof of the proposed Improvement.

3.03 Dwelling Size. All single-story dwellings must contain at least 1200 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports. All two-story dwellings must contain at least 1600 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports.

3.04 Building Materials. All building materials must be approved in advance by the Architectural Committee, and only new building materials (except for used brick) may be used in constructing Improvements. Exposed metal roof decks, which reflect light in a glaring manner, such as galvanized steel sheets, are specifically prohibited. Other roofing materials may be used with the prior written consent of the Architectural Committee, which may specify a minimum quality or grade of materials. All projections from a dwelling or other structure, including chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways, must match the color of the surface from which they project, or be of a color approved by the Architectural Committee. No highly reflective finishes (other than glass, which may not be mirrored) may be used on exterior surfaces (other than surfaces of hardware fixtures) of any Improvement.

3.05 Construction in Place. All dwellings constructed on the Property must be built in place on the Lot and the use of prefabricated materials will be allowed only with the prior written approval of the Architectural Committee.

3.06 Setback Requirements. No building may be located or erected nearer to any Lot line bordering a street right-of-way than is indicated by the building lines shown on the Plat of the Subdivision. For purposes of these covenants, eaves, steps and open porches will not be considered as part of the building; however, this will not be construed to allow any such structure to encroach upon another Lot.

3.07 Rentals. Nothing in this Declaration will prevent the rental of any Lot and its Improvements by the Owner for residential purposes.

ARTICLE IV
COMMON AREA AND FACILITIES

4.01 Condemnation. If all or any part of the Common Area and Facilities is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association may participate in proceedings incident thereto. The expense of participation in such proceedings by the Association will be a common expense to be paid out of Assessments. The Association is specifically authorized to obtain and to pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board, in its discretion, deems necessary or advisable. All damages or awards for any such taking will be deposited with the Association. The Association, in addition to the general powers set out herein, will have the sole authority to determine whether to contest or defend any such proceedings, to make any settlement with respect thereto or to convey any property to the condemning authority in lieu of condemnation.

ARTICLE V
ASSOCIATION

5.01 Organization. The Declarant will, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles

and Bylaws or in this Declaration. Neither the Articles nor Bylaws will, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any Person or entity becoming an Owner will automatically become a Member of the Association. Membership will be appurtenant to and run with the property interest that qualifies the Owner for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated, except with the title to the property interest.

5.03 Voting Rights. The right to cast votes, and the number of votes that may be cast, for election of members to the Board and on all other matters to be voted on by the Members will be calculated as follows:

(A) The Owner (including Declarant) of each Lot within the Property will have one vote for each Lot owned.

(B) In addition to the votes to which it is entitled by reason of Subparagraph (A) of this Section, for every one vote outstanding in favor of any other person or entity Declarant will have 10 votes until the votes described in Subparagraph (A) that are owned by persons or entities other than Declarant total, in the aggregate, 75% of the total number of votes. Thereafter, Declarant will have only the votes, if any, to which it is entitled under Subparagraph (A).

(C) The holder of more than one vote may both make a motion and second such motion for any purpose.

5.04 Powers and Authority of the Association. The Association will have the powers of a Texas nonprofit corporation, subject only to any limitations expressly set forth in this Declaration. It will further have the power to take any actions necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without limiting the generality of the preceding sentences, the Association and the Board, acting on behalf of the Association, will have the following powers and authority:

(A) Rules and Bylaws. To make, establish and promulgate, and to amend or repeal and re-enact, such Rules and Association Bylaws, not in conflict with this Declaration, as it deems proper.

(B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions, including policies of liability and property damage insurance. Insurance premiums will be a common expense to be included in the Assessments levied by the Association.

(C) Records. To keep books and records of the Association's affairs.

(D) Assessments. To levy assessments as provided in Article VII.

(E) Right of Entry and Enforcement. To enter at any time in an emergency or, in a non-emergency, after 24 hours' written notice, without being liable to any Owner, upon any Lot and into any Improvement for the purpose of enforcing the Restrictions or maintaining or repairing any area, Improvement or other facility to conform to the Restrictions. The expense incurred by the Association in connection with entry upon any Lot and maintenance and repair work conducted thereon will be a personal obligation of the Owner of the Lot, constitute a lien upon the Lot and its Improvements, and be enforced in the same manner and to the same extent as provided in Article VII for regular and special assessments. The Association will have the power and authority, in its own name and on its own behalf or in the name of and on behalf of any consenting Owner, to commence and maintain actions and suits to enforce or restrain and enjoin any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens and

take all action it deems necessary or expedient to enforce the Restrictions; however, the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

(F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper to the operation of the Association.

(G) Management Services. To retain and pay for management services necessary or proper to the operation of the Association.

(H) Taxes. To pay all real property taxes and other taxes and assessments levied upon any Common Area and Facilities.

5.05 Maintenance Responsibilities. The Association will be required to maintain all Common Area and Facilities conveyed to the Association by Declarant for operation and maintenance, as well as all streets and roadways within the Property that have been completed but not accepted by the appropriate governmental entity for maintenance. In addition, the Association will be authorized to landscape, maintain and repair easements, access easements, rights-of-way, median strips, sidewalks, paths, trails, detention ponds, and other areas of the Property, as appropriate.

5.06 Street Lighting. The Association will be required to pay for electrical service and for all other costs and expenses necessary to operate and maintain the street lights within the Property, until such time as such obligation is assumed by the appropriate governmental entity.

ARTICLE VI ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee will consist of not more than 3 voting members ("Voting Members") appointed by Declarant and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Architectural Committee deems appropriate. The initial members of the Architectural Committee will be Rodney L. Madden, Rogers D. Wilson and Edith Underwood.

6.02 Action by Architectural Committee. Items presented to the Architectural Committee will be decided by a majority vote of the Voting Members.

6.03 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.04 Term. Each member of the Architectural Committee will hold office until he or she resigns or is removed and his or her successor is appointed.

6.05 Declarant's Rights of Appointment. Declarant, its successors or assigns, will have the right to appoint and remove all members of the Architectural Committee. Declarant may, at such time as Declarant, in its sole discretion, deems advisable, delegate this right to the Board by written instrument. Thereafter, the Board will have the right to appoint and remove all members of the Architectural Committee.

6.06 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it deems necessary or proper for the performance of its duties, including a building code, a fire code, a housing code, and other similar codes.

6.07 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, it will have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on any portion of the Property, the Plans and Specifications therefor must be submitted to the Architectural Committee, and construction may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee will consider and act upon any and all Plans and Specifications submitted for its approval under this Declaration, and perform other duties assigned to it by this Declaration or from time to time assigned to it by the Board, including the inspection of construction in progress to assure its conformance with approved Plans and Specifications. The Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural Committee of all information it deems necessary, it may postpone review of any Plans and Specifications submitted for approval. The decision of the Architectural Committee will be final and binding so long as made in good faith. The Architectural Committee will not be responsible for reviewing any proposed Improvement, nor will its approval of any Plans or Specifications be deemed approval, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6.08 Actions of the Architectural Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all of the members of the Architectural Committee taken without a meeting will constitute an act of the Architectural Committee.

6.09 Failure of Architectural Committee to Act. If the Architectural Committee fails to approve or disapprove any Plans or Specifications or to reject them as being inadequate within 30 days of submittal, it will be conclusively presumed that the Architectural Committee has approved such Plans and Specifications.

6.10 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee will not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.11 Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

6.12 Nonliability of Architectural Committee Members. Neither the Architectural Committee nor the Board, nor any member thereof, will be liable to the Association, any Owner or any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration.

6.13 Address. Plans and Specifications may be submitted to the Architectural Committee in care of Rod Madden, 9130 Jollyville, #150, Austin, Texas 78759, or such other address as may be designated from time to time.

ARTICLE VII
FUNDS AND ASSESSMENTS

7.01 Assessments.

(A) The Association may from time to time levy and collect Assessments against each Lot, whether or not improved. The level of Assessments will be equal and uniform between all Lots, except that (i) no Assessments will be levied against Declarant, and (ii) no Assessments will be levied against any Lot purchased by a homebuilder under a contract with Declarant for construction of a single-family residence for a period of 6 months from the date of closing of the purchase of the Lot by the homebuilder.

(B) If the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment will be prorated as of the date when the obligation first arose, in proportion to the amount of the Assessment year or other period remaining after that date.

(C) Each unpaid Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, will be the personal obligation of the Owner of the Lot against which the Assessment fell due, and will become a lien against the Lot and its Improvements. The Association may enforce payment of Assessments in accordance with the provisions of this Article.

7.02 Maintenance Fund. The Board will establish a maintenance fund into which all monies paid to the Association will be deposited and from which disbursements will be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as from time to time amended.

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during the year in performing its functions under the Restrictions, including the cost of maintenance of roadway rights-of-way and Common Areas and Facilities, the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay the estimated net expenses will then be levied as herein provided, and the level of Assessments set by the Board will be final and binding so long as made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association, may, at any time and from time to time, levy further Assessments in this same manner. All such regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal quarterly installments, or in such other manner as the Board may designate in its sole and absolute discretion.

7.04 Special Assessments. In addition to regular annual Assessments, the Board may levy special Assessments whenever, in the Board's opinion, special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Restrictions. The amount of any special Assessments will be at the reasonable discretion of the Board.

7.05 Owner's Personal Obligation for Payment of Assessments. Regular and special Assessments will be the personal and individual debt of the Owner of the Lot covered by the Assessments. Except as otherwise provided in Section 7.01(A), no Owner may exempt himself from liability for Assessments. In the event of default in the payment of any Assessment, the Owner of the Lot will be obligated to pay interest at the highest rate allowed by applicable law then in effect (or, if there is no such highest rate, then at the rate of 2% per month) on the amount of the Assessment from its due date, together with all costs and expenses of collection, including reasonable attorneys' fees.

7.06 Assessment Lien and Foreclosure. All sums assessed under this Article but unpaid, will, together with interest as provided in Section 7.05 and the cost of collection, including attorneys fees as herein provided, become a continuing lien and charge on the Lot covered by such Assessments, which will bind the Lot in the hands of the Owner, and his or her heirs, devisees, personal representatives, successors or assigns. This lien will be superior to all other liens and charges against the Lot, except for tax liens and sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement or acquisition of the Lot in question. The Association may subordinate its Assessment lien to any other lien. This power will be entirely discretionary with the Board and any subordination may be signed by an officer of the Association. To evidence an Assessment lien, the Association will prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. This notice will be signed by one of the officers of the Association and recorded in the office of the County Clerk of Travis County, Texas. The lien for payment of Assessments will attach with the priority above set forth from the date that the payment becomes delinquent and may be enforced by the foreclosure on the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of the notice of Assessment lien, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the lien judicially. In any foreclosure proceeding, whether judicial or not, the Owner will be required to pay the costs, expenses, and reasonable attorneys fees incurred by the Association. The Association may bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the property. Upon the written request of any Mortgagee, the Association will report any unpaid Assessments remaining unpaid for longer than 30 days after they are due.

ARTICLE VIII EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance conveying any part of the Property. Declarant reserves the right to make changes in and additions to easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including gas, water, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which easement will have a maximum width of 7.5 feet on each side of a Lot line.

8.02 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities and appurtenances, including water, gas, telephones, electricity. By virtue of this easement, subject to Section 2.12, the utility companies and other entities supplying service may install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this Section, no electrical lines, water lines or other utilities or appurtenances may be relocated on the Property until approved by Declarant or the Architectural Committee. All utility companies furnishing service may remove trees situated within the utility easements shown on the Plat, and trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow as contours of land and the arrangement of Improvements approved by the Architectural Committee require. Each Owner covenants not to disturb or displace any trees or other vegetation within the drainage easements

as defined in this Declaration and shown on the Plat. No Improvements, temporary or permanent, may be constructed in any drainage easement, except as approved in writing by the Architectural Committee.

8.04 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of utility service using any easement area will be liable to any Owner or to the Association for any damage done by them, or their respective agents, employees, servants or assigns, to any vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any easement area.

ARTICLE IX
ADDITION OF LAND

It is contemplated that Declarant will develop certain real property now owned or hereafter acquired by Declarant for residential purposes and add such real property to the Property. Declarant may, at any time and from time to time, add additional lands to the Property and, upon the filing of a notice of addition of land as hereinafter described, this Declaration and the covenants, conditions, restrictions and obligations set forth herein will apply to the added lands, and the rights, privileges, duties and liabilities of the persons subject to this Declaration will be the same with respect to the added land as with respect to the Property. In order to add lands to the Property, Declarant will be required only to record a notice of addition of land (which may be contained within any Supplemental Declaration affecting such land) containing the following provisions in the Real Property Records of Travis County, Texas:

- (A) A reference to this Declaration, stating the book and page numbers of the Real Property Records of Travis County, Texas where this Declaration is recorded;
- (B) A statement that the provisions of this Declaration apply to the added land; and
- (C) A legal description of the added land.

ARTICLE X
MISCELLANEOUS

10.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, will run until December 31, 2017, unless amended as herein provided. After December 31, 2017, this Declaration, including all such covenants, conditions, and restrictions, will automatically be extended for successive periods of 10 years each, unless amended or extinguished by a written instrument, executed by the Owners of at least 3/4 of the Lots within the Property then subject to this Declaration and filed in the Real Property Records of Travis County, Texas.

10.02 Amendment.

(A) By Declarant. This Declaration may be amended by the Declarant, acting alone, until December 31, 2002, and thereafter for so long as Declarant holds a majority of the votes of the Association. No amendment by Declarant after December 31, 2002, will be effective until an instrument, executed and acknowledged by Declarant, setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the Declarant had the requisite number of votes has been recorded in the Real Property Records of Travis County, Texas.

(B) By Owners. In addition to the method in Section 10.02(A), this Declaration may be amended by recording an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that the amendment has been approved by Owners

entitled to cast at least 66% of the number of votes entitled to be cast under Section 5.03 in the Real Property Records of Travis County, Texas.

(C) HUD/FHA Approval. Notwithstanding any provision in this Declaration to the contrary, the following actions of the Association or Declarant shall require the prior approval of the Federal Housing Administration ("FHA") and the Department of Housing and Urban Development ("HUD"): (i) the annexation of additional real property to the Property pursuant to the Declaration; (ii) any merger or consolidation of the Association; (iii) any mortgage of the Common Area and Facilities by the Association; (iv) any dissolution of the Association; or (v) any amendment to this Declaration. The prior approval of HUD and FHA with regard to any of the aforementioned items shall be required only if: (a) the rules, regulations, or guidelines of HUD or the FHA require such approval on the date the action is to be taken by the Association or Declarant; or (b) the Declarant has the power to exercise its voting rights pursuant to Section 5.3(B) of the Declaration on the date the action is to be taken by the Association or Declarant.

10.03 Notices. Any notice given under this Declaration must be in writing and may be delivered either personally or by mail. If delivery is made by mail, it will be deemed to have been delivered on the 3rd day (other than a Sunday or legal holiday) after it has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. An address may be changed from time to time by notice in writing given by such person to the Association.

10.04 Interpretation. The provisions of this Declaration will be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration will be construed and governed under the laws of the State of Texas.

10.05 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities will in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration will not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

10.06 Assignment of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Any such assignment must be in writing and filed of record in the Real Property Records of Travis County, Texas.

10.07 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board will have the right to enforce all of the provisions of the Restrictions. Such right of enforcement will include both damages for, and injunctive relief against, the breach of any such provision.

(B) Nonwaiver. The failure to enforce any provision of the Restrictions at any time will not constitute a waiver of the right thereafter to enforce that provision or any other provision of the Restrictions.

(C) Liens. The Association will have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement in order to enforce any right or effect compliance with this Declaration.

10.08 Construction.

(A) Restrictions Severable. The provisions of the Restrictions will be independent and severable, and the invalidity or partial invalidity of any provision or portion will not affect the validity or enforceability of any other provision or portion.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular; and the masculine, feminine or neuter will each include the masculine, feminine and neuter.

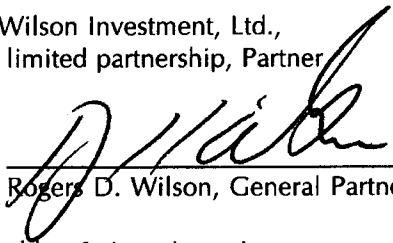
(C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and do not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the 19th day of February, 1997.


Declarant:

SPRINGBROOK VENTURE, a Texas joint venture partnership

By: Rogers Wilson Investment, Ltd.,
a Texas limited partnership, Partner

By: 
Rogers D. Wilson, General Partner

By: R. L. Madden & Associates, Inc.,
a Texas corporation, Partner

By: 
Rodney L. Madden, President

Address: 9130 Jollyville Road, #150
Austin, Texas 78759