

PHASE III

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR WESTMINSTER GLEN PHASE III

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the undersigned MaBe-Westminster Glen Phase III, Ltd., a Texas limited partnership ("MaBe"), is the owner of that certain Property, as hereinafter defined, located in Travis County, Texas and to be platted as Westminster Glen Phase III subdivision; and

WHEREAS, the undersigned desires to adopt this Declaration of Covenants, Conditions and Restrictions for said Property (hereinafter "Declaration");

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner of all the Property, hereby makes and adopts this Declaration and declares that the Property is and shall be held, conveyed, developed, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration, as amended or supplemented from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of the Property and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every part thereof. This Declaration shall run with all of the Property for all purposes and shall be binding upon and inure to the benefit of all Owners and their successors in interest.

ARTICLE I
DEFINITIONS

Section 1.01. "Architectural Control Committee" shall mean the committee created pursuant to Article V hereof. Such Architectural Control Committee shall hereinafter sometimes be referred to as the "ACC" or "Committee".

Section 1.02. "Architectural Control Committee Rules" shall mean such rules as adopted by the ACC pursuant to the authority contained in Article V hereof. Such rules shall hereinafter sometimes be referred to as the "ACC Rules".

Section 1.03. "Declarant" shall mean MaBe, the duly authorized representatives of MaBe, or the successors or assigns of MaBe; provided, however, that any assignment of the rights of MaBe as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without express written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

Section 1.04. "Declaration" shall mean the covenants, conditions, and restrictions herein set forth in this entire document, as the same may be from time to time amended.

Section 1.05. "Development Plan" shall mean the plan for development of a Lot which is required to be submitted to the ACC pursuant to Article V hereof and shall include, without limitation, a site plan, floor plans and elevations, septic system design plans, foundation plan and landscape plans.

Section 1.06. "Dwelling Unit" shall mean a residential unit, other than a mobile home, providing complete, independent living facilities for one Family, including permanent provisions for living, sleeping, eating and cooking, such Dwelling Unit to be used solely for residential dwelling and matters customarily related thereto.

Section 1.07. "Family" shall mean an individual, or two or more persons related by blood, marriage, or adoption, or a group of not more than four (4) unrelated persons living together as a single housekeeping unit in a Dwelling Unit.

Section 1.08. "Improvement(s)" shall mean anything erected, constructed, placed, laid or installed in, on, or over the Property, including but not limited to buildings, outbuildings, storage sheds, garages, porches, patios, decks, stairs, fences, walls, swimming pools, tennis courts, other sport courts, signs, poles, antennas, tanks, exterior heating or air conditioning equipment, driveways, parking areas, walks and landscaping of every kind and type.

Section 1.09. "Lot" shall mean each parcel of land shown as a lot on a recorded Subdivision Plat of the Property and designated on such Subdivision Plat by a separate number.

Section 1.10. "Owner(s)" shall mean and refer to the record Owner, whether one or more persons, associations or entities, of legal, equitable or beneficial title of or to any Lot. Owner shall include a purchaser of a Lot under an executory contract for deed. The foregoing does not include persons or entities who hold an interest in any Lot merely as the security for the performance of an obligation. If any Lot is leased, the term Owner(s) shall include such Lot's lessee(s).

Section 1.11. "Permitted Land Uses" shall mean those types of land uses listed and defined in Section 2.01 hereof, and as may be further limited, modified or expanded by any amendment or supplement to this Declaration.

Section 1.12. "Property" shall mean and refer to that certain real property situated in Travis County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof, together with any and all property added by Supplemental Declaration at a subsequent time.

Section 1.13. "Property Owners' Association" shall mean the association created pursuant to Article VI hereof. Such Property Owners' Association shall hereinafter sometimes be referred to as the "Association".

Section 1.14. "Subdivision Plat" shall mean a map or plat (whether one or more) recorded in the Official Public Records in the office of the County Clerk of Travis County, Texas and covering any or all of the Property referred to in this Declaration.

Section 1.15. "Supplemental Declaration" shall mean any Supplemental Declaration of Covenants, Conditions and Restrictions bringing any additional property within the scheme of the Declaration in the sole discretion of Declarant.

Section 1.16. "Visible From Neighboring Property" shall mean with respect to any given object, that such object is or would be visible to a person six (6) feet tall, standing on any part of a neighboring property. A neighboring property shall be any Lot having a common lot line.

ARTICLE II LAND USE

Section 2.01. Permitted Land Uses.

(a) Except as otherwise provided for herein or as shown on the Subdivision Plats, no part of the Property shall be used or improved for any purpose except for one detached Dwelling Unit for one Family per each respective Lot, in conformity with this Declaration, the ACC Rules, and all applicable state, county and municipal laws, rules, regulations, codes or ordinances. Mobile homes, manufactured housing, and all similar housing units are expressly prohibited.

(b) Provided, the Dwelling Unit may include such accessory Improvements as are customarily incidental to single family residential use and not in conflict with this Declaration, the

ACC Rules or any applicable law, including without limitation such detached garages, cabanas, and similar structures as may be approved by the ACC.

(c) Provided further, portions of the Property may be designated for use for neighborhood swimming pools, tennis courts, golf courses, jogging trails or other similar recreational facilities for the residents within the property, by Declarant, in Declarant's sole discretion, or by the Property Owners' Association pursuant to the unanimous written consent of its members as provided for in Section 6.06 hereof.

(d) Provided further, "Home Occupations" accessory to residential use, as permitted in single family residential zoning districts under the zoning jurisdiction of the city of Austin, Texas, shall be permitted on the Property, but only to the extent that any such Home Occupation is in compliance with the applicable zoning regulations of the City of Austin, as amended, and is additionally in compliance with the following limitations:

(i) The Home Occupation shall be conducted entirely within a Dwelling Unit which is the bona fide residence of the practitioner(s).

(ii) No person other than a Family member who resides in the Dwelling Unit shall participate in the Home Occupation on the premises.

(iii) The residential character of the Lot and Dwelling Unit shall be maintained. Neither the interior nor the exterior of the Dwelling Unit shall be structurally altered so as to require compliance with non-residential construction codes to accommodate the Home Occupation. No additional buildings shall be added on the Property to accommodate the Home Occupation.

(iv) The Home Occupation shall not generate customer related vehicular traffic in excess of three vehicles per twenty-four hour day.

(v) No direct selling of merchandise shall occur on the Property.

(vi) No equipment or materials associated with the Home Occupation shall be displayed or stored where Visible From Neighboring Property or from any street.

(vii) The Home Occupation shall not produce external noise, vibration, smoke, dust, odor, heat, glare, fumes, electrical interference or waste run-off outside the Dwelling Unit.

(viii) No vehicle used in connection with the Home Occupation which requires a commercial driver's license to operate shall be parked on the Property or on any street adjacent to the Property.

(ix) The Home Occupation shall not be advertised by any signs on the Property, nor shall the street address of the Home Occupation be advertised through signs, billboards, television, radio or newspapers.

(x) Nothing herein shall be construed to allow the following businesses or occupations as Home Occupations: animal hospitals, animal breeding, clinics, hospitals, contractors' yards, dancing schools, junk yards, lodginghouse residential uses, massage parlors, restaurants, rental outlets, or vehicle repair shops.

Section 2.02. Temporary Structures-Occupancy During Construction. No trailer, basement of any incomplete building, tent, shack, garage or barn and no temporary building of any kind, and no similar structures, shall be used at any time for a residence on the Property either on a temporary or permanent basis.

ARTICLE III
IMPROVEMENTS

Section 3.01. Development Plan. Each Owner shall be required to submit a detailed Development Plan for approval by the ACC pursuant to the provisions of Article V hereof prior to commencement of construction of an Improvement. Each Lot shall be developed, used and maintained in accordance with the Development Plan approved by the ACC.

Section 3.02. Time for Construction.

(a) Construction of a Dwelling Unit shall begin within a reasonable time after the purchase of a Lot; provided, however, that this requirement shall not apply to a second Lot acquired by an Owner adjacent to a Lot to which the restriction does apply.

(b) Construction of Improvements shall be continuous and proceed in an orderly fashion without interruption and any Improvement on a Lot shall be completed in a reasonable time, not to exceed eighteen (18) months from the commencement of construction.

(c) The foundation for any Improvement shall be completed as soon as is practically possible after the commencement of construction.

(d) Commencement of construction shall mean the first on-site work for construction, including, but not by way of limitation, clearing of trees, excavation or site preparation for the purpose of foundation.

In addition to and without limitation of all other remedies provided hereunder, at law, or in equity, in the event any Owner breaches the provisions of this Section 3.02, then any party entitled to enforce the restrictive covenants imposed under this Declaration shall be entitled to an injunction requiring compliance, as well as court costs and attorney's fees. In addition, the Association shall be entitled at its option to assess liquidated damages against the breaching owner and such Owner's lot

as a special assessment secured by all liens provided herein, which liquidated damages shall be in the amount of \$100.00 for each day during which a violation has occurred or is continuing. It is understood that actual damages may be difficult or impossible to estimate and that by purchasing a Lot, each Owner agrees to the amount of liquidated damages herein specified.

Section 3.03. Requirements. All Improvements shall be subject to the following requirements, and each item must be included in the Development Plan submitted and approved in writing by the ACC prior to the commencement of construction. Once approved, no Improvement may vary from the Development Plan without further approval of the ACC.

(a) Setbacks. Dwelling Units shall be subject to the setback requirements which are the greater of (i) all applicable city and county building setback requirements, or (ii) the following requirements: no Dwelling Unit shall be located nearer than fifteen (15) feet to any interior side Lot line, nearer than forty (40) feet to the front Lot line, nearer than twenty-five (25) feet to the rear Lot line, or nearer than twenty-five (25) feet to any street side Lot line. The ACC shall have the right to impose greater setback requirements from all lot lines, and to allow lesser interior side setbacks, but in no event less than ten (10) feet to any interior side Lot line.

(b) Minimum Floor Areas. All Dwelling Units shall have a floor area of not less than three thousand (3,000) square feet, exclusive of porches (open and closed), patios, garages, balconies, and decks. In addition, the first floor of all two-story Dwelling Units shall have a floor area of not less than one thousand eight hundred (1,800) square feet (exclusive of the foregoing items), and the main floor of all split-level Dwelling Units shall have a floor area of not less than one thousand eight hundred (1,800) square feet (exclusive of the foregoing items).

(c) Height Limitations. The ACC shall have the right to impose limitations on the height of any Improvement. No Dwelling Unit erected on any Lot shall have more than two and one-half (2 1/2) stories, or exceed a maximum height of thirty-five feet (35') from the highest point on the first floor slab.

(d) Exterior Color Schemes and Materials. The ACC shall have the right to impose limitations on the exterior color and materials to be used in all Improvements. The exterior walls (including chimney walls) of all Dwelling Units, exclusive of all door and window openings, must have one hundred percent (100%) masonry, stone or stucco coverage. Other materials may be used on the exteriors provided the use is specifically approved in writing by the ACC.

(e) Roofing Materials. The use of various roofing materials shall be permitted; however, no roofing materials shall be used without first obtaining approval from the ACC. The ACC will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other Improvements. Acceptable materials include composition shingles, tile or slate. No wood shingles are allowed. Further, no roofing materials which produce a substantial glare are permitted on any Improvement. Minimum roof pitch allowed in any Improvement shall be a 4:12 pitch.

(f) Garages. Each Dwelling Unit shall have sufficient enclosed garage space, as approved by the ACC, to house all vehicles authorized by this Declaration. In no case shall any Dwelling Unit have less than a two-car garage.

(g) Driveways. The ACC shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads or streets running through or adjacent to the Property. Materials and design for all driveways must be

approved by the ACC. Specifications for and construction of all drain tiles, culverts in or over any drainage ditch, or driveway transitions to be installed in connection with a driveway or otherwise, must be approved by the ACC. The ACC shall determine all elevation and slope requirements for all driveways.

(h) Mailboxes. The ACC shall have the right to impose limitations on the location, design and materials of mailboxes or to require the use of community mailboxes rather than individual mailboxes, all subject to applicable U.S. Post Office regulations. A plan showing the location and design of all mailboxes and clustered mailbox systems must be approved by the ACC. Housing for mailboxes shall be consistent in materials and design with the entryway of Westminster Glen Phase I at City Park Road, as determined by the ACC in its discretion.

(i) Garbage Disposal. The ACC shall have the right to require each Owner to subscribe to a specific location for trash service, or to use common trash receptacles, or to abide by similar rules pertaining to related matters.

(j) Fences, Walls and Hedges.

(i) Each Owner shall be required to erect and maintain a fenced enclosure for the keeping and maintaining of the domestic pets allowed pursuant to Section 4.01 hereof. Said enclosure shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof and shall confine such animals to the back yard of the Dwelling Unit only. The fenced enclosure shall be erected within a fence approved in accordance with subsection (ii) below, and shall not be Visible From Neighboring Property or from any street.

(ii) No barbed wire or chain link fencing shall be allowed in the construction of any fence on the Property; however, chain link fencing is allowed if utilized to enclose domestic pets in accordance with subsection (i) above. Any fence, wall, hedge or other similar Improvements must be included in the Development Plan with respect to location, height and type of material and must be approved in writing by the ACC. Wooden privacy fences, solid masonry walls over two (2) feet in height, and other fences and walls which materially impair the visibility of any portion of a Lot from an adjacent street or a neighboring property, as determined in the discretion of the ACC, are prohibited.

(k) Signs. No sign shall be erected or maintained on any Lot except the following types of signs:

- (i) such signs which may be required by legal proceedings.
- (ii) during the time of construction of any building or other Improvement, one job identification sign having a face area not larger than twelve (12) square feet.
- (iii) not more than two (2) residential identification signs (street number and/or name of Owners) for a maximum combined total face area of 144 square inches.
- (iv) one "for sale" sign to advertise that a Lot is being offered for sale and having a face area not larger than six (6) square feet.
- (v) such signs, of the number, type and size of which have been approved in advance by the ACC for developers or builders.

(l) Exterior Lighting. The ACC shall have the right to approve the location, number, size and design of all proposed exterior lighting. Exterior lighting shall not produce an excessive glare.

(m) Towers and Antennas. No antenna or other service for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation shall be erected, used or maintained on any Lot, whether attached to a building or otherwise, without prior approval of the ACC. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of any television or radio signal on any other Lot. The ACC may allow antenna and dish receptors provided they are not Visible From Neighboring Property or any street or are otherwise limited in size and location as to be aesthetically acceptable in the discretion of the ACC.

(n) Solar Equipment. Request for approval of installation of any type of solar equipment shall be included in the Development Plan and approved in writing by the ACC.

(o) Tanks. The ACC shall have the right to approve the location of any tank used or proposed in connection with an Improvement, including tanks for storage of fuel, water, oil or gas and including swimming pool filter tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot. All tanks shall be screened so as not to be Visible From Neighboring Property or from streets.

(p) 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 shall be erected, placed or maintained anywhere in or upon any Property unless the same shall be contained in conduit or cables installed

and maintained underground or concealed in, under or on buildings or other structures; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements.

(q) Sewage Systems. All sewage shall be disposed of into a properly constructed septic tank or other on-site treatment system, approved by all applicable health authorities, or into an organized sewage collection and treatment system as approved by the public utility serving the particular portion of the Property.

(r) Trees, Shrubs and Landscaping. The ACC shall have the right to approve the removal and/or addition of trees, shrubs, hedges, ground cover and all other landscaping. Landscaping plans must be included in the Development Plan in the manner provided for by ACC Rules.

Section 3.04. Alteration of Improvements. No alterations, repairs, excavations or other work which in any way alters the exterior appearance of any Improvement within the Property from its natural or improved state existing on the date a Lot was first conveyed to the current Owner shall be made or done without the prior written approval of the ACC.

ARTICLE IV OTHER RESTRICTIONS

Section 4.01. Animals- Household Pets. No animals, including wild animals, non-human primates, horses, cattle, sheep, goats, pigs, hogs, swine, poultry, fowl, snakes 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, maintained or cared for on the Property. No animal shall 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 operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within an enclosed area which must be clean, sanitary and reasonably free of refuse, insects and waste at all times.

Section 4.02. Continuing Adequacy of Repair or Maintenance. No Dwelling Unit upon the Property shall be permitted to fall into disrepair, and each such Dwelling Unit shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 4.03. Maintenance of Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot (including within setback areas, utility easements, drainage easements, or other public rights-of-way which traverse such Owner's Lot or on which such Owner's Lot abuts) properly cultivated, pruned and free of trash and other unsightly material.

Section 4.04. Clothes Drying Facilities. Outside clothes lines or other facilities for drying clothes or airing clothes shall not be erected, placed or maintained on any Lot unless they are concealed in such a manner so as not to be Visible From Neighboring Property or from streets.

Section 4.05. Storage. Any wood pile or other storage pile shall be located so as not to be Visible From Neighboring Property or from streets.

Section 4.06. Business Activities. No business or commercial activity shall be conducted within the Property, except as expressly provided for under Section 2.01 hereof.

Section 4.07. Obnoxious Activities. No nuisance, obnoxious or offensive activities shall be carried on within any Lot, nor shall any rubbish or debris of any kind be placed or permitted to accumulate on or adjacent to any Lot, nor odors permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other part of the

Property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or any other devices which are audible from neighboring parts of the Property, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot.

Section 4.08. Dumping. Dumping of ashes, trash, rubbish, sawdust, garbage, land fill, solid waste, motor oil, other oils or greases, and any type of refuse and other unsightly or offensive material is expressly prohibited within the Property.

Section 4.09. Waste. The commission of waste is expressly prohibited within the Property.

Section 4.10 Garbage. No garbage or trash shall be placed or kept on any Lot except in covered containers of standard type or as otherwise specifically approved by the ACC. In no event shall such containers be maintained so as to be Visible From Neighboring Property. All rubbish, trash, and garbage shall be removed from Lots and shall not be allowed to accumulate thereon. No incinerator shall be kept or maintained on any Lot. No garbage or trash shall be permitted to be buried or burned on any Lot at any time.

Section 4.11. Chemical Fertilizers, Pesticides or Herbicides. No commercial chemical fertilizers, pesticides or herbicides other than those approved by the ACC shall be used on any of the Property. This provision in no way limits the use of those products which are readily available for consumer use and approved by an agency, such as the Food and Drug Administration, for the purpose intended.

Section 4.12. Mineral Exploration. No mining, quarrying, tunneling, excavation or drilling for exploration or removal of any minerals including oil, gas, gravel, rocks, earth or earth substances of any kind shall be permitted within the Property.

Section 4.13. Hunting/Trapping/Firearms. Hunting, trapping and discharge of firearms are expressly prohibited within the Property.

Section 4.14. Vehicles and Equipment. No bus, truck or van larger than one ton capacity, semi-trailer, tractor, machinery or equipment shall be kept, placed (except during the course of making deliveries for the purpose of loading or unloading), maintained, constructed, reconstructed, or repaired on any part of the Property. Motor homes, recreational house trailers, horse trailers, truck campers, boats, boat trailers and recreational vehicles of any sort or type must be placed in such a manner that they will not be Visible From Neighboring Property or from streets. No motorized vehicle of any kind may be operated in any manner which is dangerous, noisy or which creates a nuisance.

Section 4.15. No Overnight Parking. No vehicle of any kind shall be allowed to park overnight on any street within the Property.

Section 4.16. Emergency or Temporary Maintenance Vehicles. The provisions of this Declaration shall not prevent any emergency vehicle repairs or operation of an emergency vehicle, ambulance, etc., within the Property. The provisions of this Declaration shall also not prevent the operation or temporary use of construction trailers, vans, or other trucks, machinery/equipment, construction shelters or facilities maintained during and used exclusively in connection with the construction of any Improvement.

ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE

Section 5.01. Establishment and Composition. There is hereby established an Architectural Control Committee (ACC), which shall consist of at least two (2), but not more than five (5), members. The following persons are hereby designated as the initial members:

Office No. 1 Van T. Lane
2911 Turtle Creek Blvd., Suite 400, LB 411
Dallas, Texas 78219

Office No. 2 Dean Blaine
1004 Mopac Circle, Suite 100
Austin, Texas 78746

Members of the ACC shall not be required to be an architect or to meet any other particular qualifications for membership.

Section 5.02. Voting. Except as otherwise provided herein, a vote of a majority of the members of the ACC at a meeting of the ACC shall constitute the act of the Committee. The ACC is not authorized to act unless at least two (2) members are present, or in the event action is taken without a meeting as provided in Section 5.11, unless at least two (2) members consent in writing thereto.

Section 5.03. Terms of Office. The term of each ACC member appointed shall be for a period of five (5) years and thereafter until the appointment of a successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members whose terms have expired may be reappointed.

Section 5.04. Appointment and Removal. Except as provided below, the right to appoint and remove all members of the ACC at any time, with or without cause, shall be, and hereby is, vested

solely in the Declarant. However, Declarant may assign such powers of appointment and removal to another person, group of persons, association or other entity at such time as Declarant no longer owns any portion of the Property or at any earlier time deemed appropriate by Declarant.

Section 5.05. Resignations. Any member of the ACC may resign at any time from the Committee by giving written notice thereof to the Declarant or to such other person(s) or entity as may succeed to the Declarant's powers of appointment and removal.

Section 5.06. Vacancy. Vacancies on the ACC, however caused, shall be filled by the Declarant or such other person(s) or entity as may succeed to the Declarant's powers of appointment and removal. A vacancy shall be deemed to exist in case of death, resignation or removal of any member.

Section 5.07. Transfer of ACC Authority. The duties, rights, powers and authority of the ACC constituted hereby may be assigned to a property owners' association, neighborhood association or other appropriate entity at any time, in whole or in part, in the sole discretion of Declarant. From and after the date of such assignment, and the acceptance thereof by the assignee, the assignee shall have the right, authority and powers, and shall be obligated to perform the functions of the ACC as provided herein.

Section 5.08. Address. The address of the ACC shall be 2911 Turtle Creek Blvd., Suite 400, LB 411 Dallas, Texas 78219, or such other place as may from time to time be designated by the ACC by written instrument recorded in the Official Public Records of Travis County, Texas; and the last instrument so recorded shall be deemed the Committee's proper address.

Section 5.09. Duties. It shall be the duty of the ACC to receive, consider and act upon all proposals, plans, complaints, requests for determination, Development Plans or other matters

submitted pursuant to the terms of this Declaration, and to carry out all other duties imposed on it by this Declaration.

Section 5.10. Meetings. The ACC shall meet from time to time as necessary to perform its duties hereunder. The Committee shall keep and maintain written records of all actions taken by it at such meetings or otherwise.

Section 5.11. Action Without Formal Meeting. The ACC may take action without formal meeting by consenting in writing on any matter which they might consider at a formal meeting. Such written consent shall constitute the act of Committee.

Section 5.12. Procedure for Submission and Approval of Development Plan.

(a) Submission and approval of a Development Plan shall be in accordance with the Rules promulgated by the ACC, as authorized by Section 5.14 hereof.

(b) If the ACC fails to approve or disapprove any material or Development Plan submitted to it hereunder within thirty (30) days after the date on which the same are received by and received for by the ACC, it shall be conclusively presumed that the Committee has approved the same as submitted. If the Committee requests additional or amended materials or an amended Development Plan during the initial thirty (30) day period, or approves on condition that certain additional or amended materials be submitted, such period shall automatically be extended to fifteen (15) days following the date upon which such additional or amended materials are received by and received for by the Committee. Additional fifteen (15) day extensions shall occur if further additional or amended materials are received during any subsequent extension period. If the additional or amended materials are not received within fifteen (15) days after being so requested by the ACC, then the Development Plan shall be automatically disapproved.

Section 5.13. Waiver and Estoppel. The approval by the ACC of any Development Plan, specifications or drawings or any materials accompanying it shall not be deemed to constitute a waiver of, or create any right of estoppel against the Committee's right to withhold approval of any similar Development Plan, drawing, specification or matter subsequently submitted for approval.

Section 5.14. ACC Rules. The ACC shall have the authority to adopt, amend, add to, replace and rescind, from time to time, procedural or substantive rules to make more definite and certain, and to carry out the purpose of and intent of the provisions of this Declaration. Any conflict between such rule and any provision of this Declaration shall be resolved in favor of the provision of this Declaration. A copy of such ACC Rules, as are in effect from time to time, shall be provided to any Owner requesting the same in writing.

Section 5.15. Decisions Conclusive. All decisions of the ACC shall be final and conclusive, and no Owner or any other person, association or entity shall have any recourse against the ACC, or any member thereof, for its or such member's approval or refusal to approve all or any portion of a Development Plan or of any materials submitted therewith, or for any other decision rendered under the authority of this Declaration.

Section 5.16. Liability. Neither the ACC nor any member thereof shall be liable to any Owner or any other person, association, or entity, for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any Development Plan or any materials submitted therewith, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to an approved Development Plan or any materials submitted therewith; (iii) the development of the Property; (iv) the structural capacity or safety features of the proposed Improvement; (v) whether or not the location of the proposed Improvement on the building site is

free from possible hazards from flooding, or from any other possible hazards whether caused by conditions occurring either upon or off the Property; (vi) soil erosion causing sliding conditions; (vii) compliance with governmental laws, ordinances and regulations; (viii) any decision made or action taken or omitted to be taken under the authority of this Declaration; or (ix) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him.

Section 5.17. Modifications and Waivers. The ACC, upon such terms and conditions, upon the payment of such fees or expenses, and pursuant to such procedures, as it may prescribe, may, but is not required to, adopt, review and approve or disapprove, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement of Article III of this Declaration, or of the ACC rules, applicable to any Improvement in, on or abutting any Lot. Such applications shall contain such information as the Committee may prescribe, and shall affirmatively show that the application of such requirements, under the circumstances, creates unnecessary and undue hardship, and that its modification or waiver will not be detrimental (aesthetically, economically, or otherwise) to the Owner of any other Lot. The Committee may decide the matter upon the application and any materials or written statements accompanying it, or may allow oral presentations in support of, or in opposition to the application prior to the decision, at its discretion. The Committee shall render a decision in writing, which decision need not contain any reasons, findings, or conclusions for the decision and shall forward one copy to the applicant, and retain one copy in its records. Without limiting the general application of such sections, the provisions of

Section 5.15 and Section 5.16 of this Article shall apply to the actions and the decisions of the Committee and its members under this Section.

Section 5.18. Governmental Agency Approval. Nothing in this Declaration shall relieve or be interpreted as purporting to relieve any Owner from also securing such approval(s), certificate(s) or permit(s) of a governmental agency or entity with jurisdiction as may be required by law as a condition to the commencement, construction, maintenance, addition, change or alteration to or occupancy of any Improvement, and the Committee may require that a copy of any required approval(s) certificate(s) or permit(s) be provided to the Committee as a final condition to approval of a Development Plan, or as additional insurance to the Committee that the Improvements and uses of an approved Development Plan meet governmental requirements, or for both such purposes.

Section 5.19. Fees. The ACC shall have the right to require a submission fee for each proposed Development Plan, and resubmission fees for Development Plans which are required to be reviewed more than once by the ACC because of amendments to the Development Plan or additional information submitted in connection with the Development Plan. The amount of any such fee or any other fee imposed by the ACC pursuant to this Declaration or the ACC Rules shall be set forth in the ACC Rules and shall be subject to approval by Declarant.

Section 5.20. ACC Compensation and Expenses.

- (a) The compensation, if any, of ACC members shall be set by Declarant.
- (b) Any compensation paid to ACC members or reimbursement of the expenses of ACC members may be from such Development Plan submission fees or other fees as are established by the ACC upon approval by Declarant.

(c) The ACC may, but need not, hire specialized consultants and incur expenses to aid it in reviewing plans and their incidents. The maximum amount which may be expended for such purposes shall be set forth in the ACC Rules and shall be subject to the approval of the Declarant. The cost of such specialized consultants and expenses shall be considered to be a cost of the Development Plan of the Lot Owner and payment of such costs, in addition to the regular submission fee, shall be considered as a filing requirement of the Development Plan and such Plan will not be considered unless and until such costs are paid.

ARTICLE VI
PROPERTY OWNERS' ASSOCIATION

Section 6.01. The Association. The Declarant shall cause the formation and incorporation of the Association as a nonprofit corporation organized and existing under the applicable laws of the State of Texas charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation, Bylaws, and this Declaration. Neither the Articles of Incorporation nor the Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Declarant may cause one or more Associations to be formed as deemed appropriate by Declarant so that each subdivision platted out of the Property may have its own Association if appropriate. Each reference herein to the "Association" shall refer to each and every individual Association so formed.

Section 6.02. Membership. Each Owner (whether one or more persons or entities) of a Lot shall, upon and by virtue of becoming such Owner, automatically become a member of the Association and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association

shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership. Whenever the ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 6.03. Voting. All Owners of Lots shall be entitled to one (1) vote for each Lot owned. If more than one person holds an interest in any Lot, all such persons shall be members of the Association. The vote for such multiply-owned Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Notwithstanding any of the foregoing, however, Declarant shall be entitled to fifteen (15) votes for each Lot owned by Declarant and one (1) vote for each unplatted acre owned by Declarant which is brought within the Property by any Supplemental Declaration.

Section 6.04. Quorum for Membership Action. The required quorum for a membership meeting of the Association, and the procedure for obtaining a quorum, shall be as set forth in the Articles of Incorporation and/or Bylaws, as same may be amended from time to time.

Section 6.05. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles of Incorporation and the Bylaws, as the same may be amended from time to time.

Section 6.06. Powers and Duties of the Association.

(a) The Association shall have such rights, powers and duties, not inconsistent with this Declaration, as set forth in the Articles of Incorporation and Bylaws, as the same may be amended from time to time.

(b) The Association shall have the authority to require its members to subscribe to a particular form of garbage collection service, and may contract with such a service on behalf of its membership, so as to protect against the potential of unsanitary conditions within the Property.

(c) Pursuant to the unanimous written consent of its members, the Association may designate portions of the Property for use for neighborhood swimming pools, tennis courts, golf courses, jogging trails or other similar recreational facilities for the residents within the Property; may acquire by any lawful means an interest in one or more Lots for such purposes; and shall provide for the care and maintenance of any such facilities.

Section 6.07. Personal Liability. No member of the Board of Directors or any committee of the Association, or any of the officers of the Association, shall be personally liable to any Owner, or any other party including the Association for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board of Directors or any other representative or employee of the Association; provided, however, that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

Section 6.08. Assessments. The Association shall have the right to make assessments in accordance with this Declaration and subject to the provisions of Section 6.09 (Limitation) hereof.

(a) The assessments levied by the Association shall be limited to those reasonably necessary for the performance of the duties and functions of the Association.

(b) The primary duties of the Association, for which the Association is authorized to make assessments, shall be as follows: (i) care and maintenance of any sedimentation basins or other water quality or drainage features not maintained by a political subdivision of the State; (ii)

removal of restrictions or obstructions to flow in drainage easements; (iii) lighting, landscaping, and maintenance of any entryways to the Property; (iv) maintenance of common areas (if any); (v) care and maintenance of recreational facilities (if any); (vi) maintenance of water wells, waterlines or other water or other utility facilities serving the Property which are not maintained by a public utility or an individual Owner; (vii) fire protection if not provided by a public entity; and (viii) security services or facilities.

Section 6.09. Limitation on Assessment. Until changed by the Association in accordance with the Bylaws and this Section, the maximum annual assessment shall be \$500.00 per Lot or per unplatted acre within the Property.

(a) On January 2nd of each year, or at such other time as the Board of Directors deems appropriate, the Board of Directors may set the annual assessment for the calendar year at whatever level they deem appropriate within the limitation set forth above.

(b) Until such time as the Board of Directors sets the annual assessment for each Lot, the annual assessment shall be \$50.00 per Lot.

(c) Once the annual assessment has reached the \$500.00 maximum level, the Board of Directors may increase the annual assessment in any given year by a maximum of the amount equal to the percentage increase from the previous year of the Consumer Price Index (according to the U.S. Bureau of Labor Statistics). Further, such percentage increases shall not be cumulative and may be prospective only.

(d) An increase in the annual assessment not provided for in this Section, or any special assessment, must be made by the Association as a whole, in the same manner as an amendment to the Bylaws of the Association.

(e) Notwithstanding anything herein to the contrary, no assessment may be imposed on any Lot or other property owned by Declarant unless Declarant consents to such assessment in writing.

Section 6.10. Collection of Assessments. The annual assessments referred to above shall be due within thirty (30) days from the date that written notice of the amount of such annual assessment is mailed by first class U.S. Mail by the Board of Directors. Said assessment shall be subject to the provisions of Section 6.11 and the other enforcement provisions hereof. No assessments shall be due for any year preceding 2002 from any Lot.

Section 6.11. Enforcement by Lien. There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within the Property to secure payment of any and all monies charged or levied against any Lot Owner under Section 3:02, this Article VI or Section 8.05 of this Declaration. Such lien shall arise upon the failure of the Lot Owner to pay any monies charged or levied pursuant to this Declaration within thirty (30) days of the date on which the Lot Owner is mailed written notice of the charge. Each such default or violation shall constitute a separate basis for a demand or claim of lien or a lien, but any number of such defaults may be included within a single demand or claim of lien. The Declarant or the Association may elect to file such a claim of lien on behalf of the Declarant or the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by an officer of Declarant or officer of the Association, and shall contain substantially the following information:

- (a) the name of the delinquent Owner;
- (b) the legal description and street address of the Lot against which the claim of lien is made; and

(c) the total amounts claimed to be due and owing for the unpaid amount, interest thereon, collection cost and reasonable attorney's fees (with any proper offset allowed). Upon recordation of a duly executed original or copy of such claim of lien, and mailing of a copy thereof to said Owner, by either first class or certified mail, the lien claimed therein shall immediately attach and become effective in favor of the Declarant or the Association as a lien upon the Lot against which the charge was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except for tax liens for real property taxes on any Lot, assessments on any Lot in favor of any municipal or governmental assessing unit, and the liens which are specifically described in Section 6.12 hereafter. Any such lien may be enforced and foreclosed by appropriate action in a court or in a manner provided by law for foreclosure of a mortgage or deed of trust as set forth by the laws of the State of Texas, as the same may be changed or amended from time to time including foreclosure sale and deficiency judgment. The lien provided for herein shall be in favor of the Declarant and/or the Association and shall be for the benefit of all other Lot Owners. The Declarant and/or the Association shall have the power to bid in at any foreclosure sale, or any sale conducted pursuant to an order of sale issued by a court, and to purchase, acquire, hold, lease, mortgage and convey any Lot. Reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot in the Property, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 6.12. Subordination of Lien to Mortgages. The lien as provided for in Section 6.11 above shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect said lien; however, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any

proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer; provided, however, that such foreclosure or proceeding in lieu thereof shall not extinguish or in any way affect the personal liability of the then record Owner of any such Lot. No sale or transfer shall relieve such Lot from liability for any charges thereafter becoming due or from the lien thereof.

ARTICLE VII EASEMENTS

Section 7.01. Existing Easements. The Subdivision Plats of the Property have dedicated for use as such, subject to the limitations set forth therein, certain streets, rights-of-way and easements shown thereon, and such Subdivision Plats establish dedications, limitations, reservations and restrictions applicable to the Property. All dedications, limitations, restrictions and reservations shown on the Subdivision Plats and all valid grants and dedications of easements, rights-of-way and related rights, made by Declarant or Declarant's predecessors in title, 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 shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property.

Section 7.02. Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements and rights-of-way for the purpose of most efficiently and economically installing public facilities. 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, without limitation, water, wastewater, gas, electricity, telephone, cable television and drainage), in

favor of any person or entity, along and on either or both sides of any Lot line, which easement shall have a maximum width of seven and one-half (7 1/2) feet on each side of such Lot line.

Section 7.03. 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, including, but not limited to, water, wastewater, gas, electricity, telephone, cable television, drainage and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to 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. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

Section 7.04. Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of such Owner's Improvements require.

Section 7.05. Easements for Access by Declarant. The Declarant shall have the right and permanent easement to enter upon any and all Lots in the Property for the purpose of maintenance, repair, removal of drainage obstructions and for the inspections as to compliance with this Declaration. The Declarant shall have the right to enter any Lot for the purpose of correcting any violation of any covenant herein.

Section 7.06. 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 any utility service using any easement area shall be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

ARTICLE VIII GENERAL PROVISIONS

Section 8.01. Cost of Performance. Cost and expense in performing any obligation or responsibility in this Declaration shall be borne by the person or entity charged with such performance or responsibility.

Section 8.02. Extension of Time for Performance. If the performance of any act or obligation under this Declaration is prevented or hindered by act of God, war, labor disputes or other cause or causes beyond the control of the person or entity responsible for such performance, then the time for performance of such act or obligation will be extended for the period that such performance was prevented or delayed by such cause.

Section 8.03. Breach not Ground for Rescission. No breach or continuing breach of the restrictions, covenants, conditions, duties, or obligations imposed, allowed or granted by this Declaration shall be grounds for cancellation, termination or rescission of this Declaration or of any provision thereof.

Section 8.04. Notice Before Enforcement. Except where damage or injury to persons or Property is imminent as a result of the performance, or a failure to perform, or the defective performance of any obligation or restriction imposed by this Declaration, or where animals are

involved, no proceeding for the enforcement of the restrictions, covenants, conditions, rights and duties imposed, allowed or granted by this Declaration shall be commenced until ten (10) days written notice of wrongful performance, defective performance or failure of performance, is given to the person or entity responsible for such performance by the person or entity seeking enforcement. Such notice shall be deemed to be given if deposited in the U.S. Mail, mailed postage prepaid, certified, return receipt requested, and said ten (10) days shall commence with the date of posting thereof.

Section 8.05. Enforcement; Penalties. Declarant, the Property Owners' Association, or any Owner shall have the right to enforce, by proceeding, at law or in equity, for damages or for injunction or both, all restrictions, covenants, conditions, rights and duties imposed, allowed or granted by the provisions of this Declaration. In any such proceeding, the prevailing parties shall be entitled to recover costs and expenses, including reasonable attorney's fees. Failure to enforce any restriction, covenant, condition, duty or right herein contained shall in no event be deemed a waiver of their respective right to do so at a later time. For each day after the 10-day period referenced in Section 8.04 above in which a violation by an Owner of a restriction, covenant or condition imposed hereunder continues, the Association may, at its option, charge such Owner a daily fine of \$100.00, in addition to and without limitation of all other remedies provided hereunder, at law, or in equity. Said charge shall be subject to the provisions of Section 6.11 and the other enforcement provisions hereof.

Section 8.06. Covenants to Run With The Land. The restrictions, easements, covenants, conditions, rights and duties of this Declaration shall run with and bind the land within the Property as defined herein, and shall inure to the benefit of the Owner of any Lot therein, their respective legal

representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded in the Official Public Records of Travis County, Texas, after which time such restrictions, easements, covenants, conditions, rights and duties shall automatically be extended for successive periods of ten (10) years.

Section 8.07. Modification or Repeal During Initial Term. Any of the provisions of this Declaration may be amended, modified or repealed during the initial twenty (20) year term by a recorded written instrument, executed and acknowledged by the Association and certifying that Owners of not less than 66% of the Lots approved the amendment, modification or repeal by vote duly held, provided that Declarant reserves the sole and exclusive right until December 31, 2012, without consent of other Owners, to amend and modify this Declaration as necessary or appropriate in Declarant's judgment to maintain the value, character, and aesthetic quality of the Property.

Section 8.08. Modification or Repeal During Extension Terms. Any of the provisions of this Declaration may be amended, modified or repealed during any extension term (ten years) by recorded written instrument executed and acknowledged by the Association, certifying that Owners of not less than 51% of the Lots approved the amendment, modification or repeal by vote duly held.

Section 8.09. Severability. Invalidation of any of the provisions hereof by a final judgment or decree of any court shall in no way affect or impair the validity of any other provision hereof.

Section 8.10. Joint and Several Obligations. The terms of this Declaration in effect on the date of any lease or recording of a sheriff's deed, trustee's deed, deed in lieu of foreclosure, other deed, other order or decree declaring, settling or confirming title, pursuant to which one or more persons, associations or entities becomes a lessee or an Owner as hereinbefore defined, shall be binding upon such lessee or new Owner, and such lessee or new Owner shall be jointly and severally

liable with his lessor or the immediate prior Owner for any continuing performance, failure of performance or defective performance of any act or obligation restricted or imposed hereunder.

Section 8.11. No Dedication. Nothing contained in this Declaration shall be deemed or interpreted to intend a gift or dedication of a portion of the Property to the general public or for any public purpose whatsoever, such intent being hereby expressly disavowed.

Section 8.12. Successors. Deeds of conveyance of any Lot may contain the provisions, restrictions, covenants and conditions contained herein by reference to this Declaration; however, whether or not such reference is made in any or all said deeds, by becoming an Owner as herein defined of any of the Property, each such Owner, for himself or itself, his or its heirs, personal representatives, successors, transferees, assigns and lessees, binds himself or itself, and such heirs, personal representatives, successors, transferees, assigns and lessees, to all the provisions, restrictions, covenants and conditions now or hereafter imposed by or under the authority of this Declaration and any amendments thereof.

Section 8.13. Assignment of Rights and Obligations of Declarant. The rights of Declarant hereunder are fully assignable to any person, association or entity and any and all obligations and duties of Declarant are fully delegable and assignable to any person, association or entity.

Section 8.14. Word Meanings. The words such as "herein," "hereafter," "hereof," "hereunder" and "hereinabove" refer to this Declaration as a whole and not merely to a section or paragraph or article in which such words appear unless the context otherwise requires. Singular shall include the plural, and the masculine gender shall include the feminine and neuter and vice versa unless the context otherwise requires.

Section 8.15. Captions and Section Headings. The captions and headings of various articles, sections, paragraphs or subparagraphs of this Declaration are for convenience only, and are not to be considered as defining or limiting in any way the intent of the provisions hereof or thereof.

Section 8.16. Declarant's Exemption; No Joint Venture. Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant of Improvements or signs necessary, or convenient to the development, sale, operation or other disposition of the Property, nor shall anything contained in this Declaration be construed to make or constitute Declarant a joint venturer or partner with any other Owner for any purpose.

Section 8.17. Rentals. No portion of a Lot, other than the entire Lot together with the Improvements thereon, may be rented or leased, and then only to a single Family.

Section 8.18. Resubdivision. No Lot within the Property shall be further subdivided or separated into smaller Lots or parcels by any Owner, other than Declarant, and no portion of any such Lot, or any easement or any other interest (other than a security interest or a rental or lease) therein, shall be conveyed or transferred by any Owner. Declarant reserves the right to change Lot lines and resubdivide the Property at any time and from time to time. Each Owner hereby makes, constitutes and appoints Declarant, with full power of substitution, as his or its lawful attorney-in-fact, with power to execute, acknowledge, file and record with any governmental authority any appropriate documents for the purpose of effecting the resubdivision of any Lot or portion thereof, in accordance with the terms of this Declaration. The foregoing power (i) is coupled with an interest, (ii) is irrevocable, (iii) shall survive the dissolution of or resignation of Declarant, (iv) may be exercised for each Owner individually or by listing all of the Owners and executing any instrument

with a single signature as attorney-in-fact for all of them, and (v) shall be binding upon all assignees and successors of each Owner.

Section 8.19. Combining of Lots. An Owner of two or more contiguous Lots may combine said Lots into one Lot. Such combination shall be at the sole expense of said Owner. After combination, the resulting Lot shall be treated as one Lot for all purposes of this Declaration. Provided, however, nothing herein shall be construed to authorize construction of a building over an existing utility easement.

Section 8.20. Annexation of Additional Property. Declarant hereby declares that it presently contemplates that at a future time the Property may be expanded (but Declarant does not hereby obligate itself to expand the Property) by adding, from time to time, additional property. The additional property may include, without limitation, single-family residential lots, common areas, and recreational amenities. This Declaration shall become effective with respect to any such annexed additional property on the date on which there is filed for record in the Office of the County Clerk of Travis County, Texas a Supplemental Declaration to that effect signed and acknowledged by Declarant. Such Supplemental Declaration shall describe the degree to and manner in which this Declaration shall apply to the additional property and may include, at Declarant's option, such other or further covenants, conditions, and restrictions as apply to the additional property and shall set forth the responsibilities of the Association with respect to the operation, maintenance, and repair, and provisions for the use and enjoyment, of such portions of the additional property constituting roads, utilities, common areas, and recreational amenities and the assessments applicable to those portions of the additional property constituting Lots. Without limiting the generality of the foregoing, Declarant further reserves the right, at any time and from time to time, without the consent

of any other party or entity, to take such action as may be deemed necessary by Declarant to expand satisfactorily the Property. Declarant may cause to be recorded as many separate Supplemental Declarations as may be desired from time to time and at any time, to effect the annexation of additional property. Except to the extent annexation of additional property causes an increase in the annual assessment which requires the approval of other Owners in accordance with the provisions hereof, annexation of additional property may be accomplished by the Declarant without the consent of any other party or entity. Each Owner hereby appoints Declarant as its attorney-in-fact for the purpose of effecting the provisions of this Article VIII, and the power hereby granted to Declarant shall be, and is, a power coupled with an interest and is irrevocable. This Declaration, including but not limited to this Section, does not presently create any interest in or with respect to the additional property, and shall not affect in any manner all or any part of such additional property unless and until a Supplemental Declaration is filed with respect thereto or to a portion thereof in accordance with this Section.

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IN WITNESS WHEREOF, the undersigned has set its hands on the date of its acknowledgment.

MABE-WESTMINSTER GLEN PHASE III, LTD., a Texas limited partnership

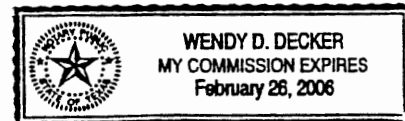
By: MaBe, Inc., a Texas corporation, its general partner

By: Van T. Lane
Name: VAN T. Lane
Title: Secy.

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 7th day of May, 2002, by Van T. Lane, Secretary of MaBe, Inc., a Texas corporation, the general partner of MaBe-Westminster Glen Phase III, Ltd., a Texas limited partnership, on behalf of said partnership.

Wendy D. Decker
Notary Public, State of Texas



Outline of Covenants, Conditions and Restrictions
Westminster Glen Estates Subdivision

1. All Lots shall be utilized for the purposes of Single Family Housing, excluding mobile homes, manufactured housing and all similar housing units.
2. Construction of a Dwelling Unit shall begin within a reasonable time from date of purchase from MaBe-Westminster Glen Phase III, Ltd. and completion of lot improvements shall occur prior to the expiration of 18 months from construction commencement.
3. Setbacks shall be the greater of (i) applicable city and county building setback requirements or (ii) no nearer than fifteen (15) feet to any interior side Lot Line, nearer than Forty (40) feet to the front Lot Line, nearer than twenty-five (25) feet to the rear Lot line, or nearer than twenty-five (25) feet to any street side Lot line.
4. Minimum floor area on all dwelling units shall be 3,000 square feet, exclusive of porches, balconies, decks and garages.
5. Height shall be limited on any improvement to 2 ½ stories or 35 feet from the highest point on the first floor slab.
6. Exterior materials shall be 100% masonry, stone on the entire structure. Hardiboard/Hardiplank products are not considered by the ACC committee to be a masonry product.
7. Roofing materials shall be limited to high grade and quality materials including composition shingles, tile or slate. No wood shingles are allowed. Minimum roof pitch shall be 4:12.
8. The ACC shall have the right to impose limitations on the location, design and materials of mailboxes, all subject to applicable U.S. Post Office regulations. Plans and specs are currently available from the Westminster Glen HOA for review.
9. Fences and walls shall not obstruct the views from adjacent lots. No barbed wire or chain link fencing shall be allowed in the construction of any fences on the property. Any fence, wall, hedge or other similar improvements shall be included in the Development Plan for the lot and be approved in writing by the Architectural Control Committee.
10. Trash Receptacles are required on all lots during construction. \$100 per day fine imposed on non-complying construction sites is mandatory by Westminster Glen HOA.
11. \$1,000 Construction period deposit is required by HOA prior to commencement of construction on all lots.
12. Landscaping plans are required on all lots prior to owner occupancy of any single family structure in this subdivision. Plans shall be submitted to Westminster Glen Architectural Control Committee for review and approval prior to commencement of installation.
13. Architectural Control Committee Rules and Regulations are available for review by calling Dean W. Blaine (512) 347-9005, ext. 210.

Note: This document is not intended to be all inclusive as to the restrictions imposed by the Covenants, Conditions and Restrictions for this subdivision. It is merely an overview of several of the more important aspects of these restrictions. It is advised that any Purchaser of a lot request a copy of the CC&R's filed of record prior to purchasing such lot in this subdivision.