

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.

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