

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 Unsightly 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