

DOC# 9741125

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
MEADOWLAKE SUBDIVISION, SECTIONS ONE-A,  
THREE AND SIX**

WHEREAS, CAPITAL FORESIGHT, LTD., and BUFFINGTON HOMES, INC., as Declarant, caused to be filed that one certain Declaration Of Covenants, Conditions and Restrictions under Clerk's File Number 42424, in Volume 2592 at Page 0501, in the Official Public Records of Real Property in Williamson County, Texas;

WHEREAS, KAUFMAN AND BROAD OF TEXAS, LTD., is the record owner of all of the lots affected by the Declaration, and is Successor Declarant, as allowed in said Declaration;

FURTHER, KAUFMAN AND BROAD OF TEXAS, LTD., Successor Declarant, hereby amends the foregoing Declaration by substituting the following as replacements for Paragraph (a) and (b) of Article III Number 3.04:

"(a) One Story Dwellings: The exposed surface of one story dwellings shall be constructed of 25% masonry."

"(b) Two Story Dwellings: The exposed surface of the exterior wall of the first floor of two story dwellings shall be constructed of 25% masonry: doors, window and other openings shall be deemed masonry for purposes of computation."

FURTHER, KAUFMAN AND BROAD OF TEXAS, LTD., Successor Declarant, amends said Declaration by the deletion of Article IV in its entirety.

Further, this Amendment shall be effective as of the 1<sup>st</sup> day of June, 1997.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 26<sup>th</sup> day of August, 1997.

c3:\docs\mediake.amd

OFFICIAL RECORDS  
WILLIAMSON COUNTY, TEXAS

DECLARANT:

KAUFMAN AND BROAD OF TEXAS, LTD., a Texas limited partnership

By: KBSA, INC., a Texas corporation  
General Partner

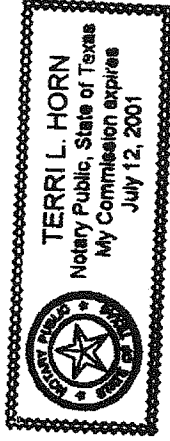
By: Gary W. Geutz

ACKNOWLEDGMENT

STATE OF TEXAS       §

COUNTY OF BEXAR       §

This instrument was acknowledged before me on this 26<sup>th</sup> day of August, 1997, by Gary W. Geutz, Vice President of KBSA, INC., a Texas corporation, as general partner of KAUFMAN AND BROAD OF TEXAS, LTD., a Texas limited partnership, on behalf of said limited partnership.



Terril L. Horn  
Notary Public, State of Texas  
My commission expires: 7/12/2001  
Printed name: Terril L. Horn

AFTER RECORDING, RETURN TO:

KAUFMAN AND BROAD  
4800 Fredericksburg Road  
San Antonio, Texas 78229  
ATTN: LEGAL DEPARTMENT

(11)

SAN ANTONIO TITLE COMPANY  
4715 FREDERICKSBURG ROAD, SUITE 520  
SAN ANTONIO, TEXAS 78229  
ATTN: JOE RIOS, VICE PRESIDENT

c3:\docs\medlake.aind

Doc# 9741125  
# Pages: 2  
Date : 09-08-1997  
Time : 04:29:50 P.M.  
Filed & Recorded in  
Official Records  
of WILLIAMSON County, TX.  
ELAINE BIZZELL  
COUNTY CLERK  
Rec. \$ 11.00

NOTICE TO RECORDING AGENT:

PLEASE FILE THIS INSTRUMENT TOGETHER  
WITH OTHER INSTRUMENTS FURNISHED TO  
YOU HEREWITH IN THE FOLLOWING SEQUENCE:

42424

INSTRUMENT 2 OF 2 INSTRUMENTS

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CERTAIN MEADOW LAKE SUBDIVISIONS

STATE OF TEXAS       §

COUNTY OF WILLIAMSON   §

WHEREAS, CAPITAL FORESIGHT, LTD., a Nevada limited partnership, and Buffington Homes, Inc., a Texas corporation (hereinafter together called the "Current Owners") are the owners of substantially all lots in Meadow Lake, Section ONE-A Revised, Section Three and Section Six, all of which are subdivisions in Williamson County, Texas (the Subdivisions); and

WHEREAS, those lots located in the Subdivisions and described on Exhibit "A" attached to, and for all purposes made a part of, this Declaration (the "Property"), are intended to be developed for single family residential purposes; and

WHEREAS, Current Owners desire 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, Current Owners desire to provide for the preservation of the values and amenities in said community 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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (i) that all of the Property shall 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 shall run with the Property and shall 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 shall inure to the benefit of each owners thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same 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 shall have the meanings hereinafter specified:

- 1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of improvements upon the Property.
- 1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.
- 1.03 Declarant. "Declarant" shall mean Capital Foresight, Ltd., a Nevada limited partnership, its successors or assigns or duly authorized representatives or their respective successors or assigns.
- 1.04 Declaration. "Declaration" shall mean this instrument as it may be amended and supplemented from time to time.

2643.01/declar.1

OFFICIAL RECORDS  
WILLIAMSON COUNTY, TEXAS

1.05 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to 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.

1.06 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on the Plat of the Subdivisions, together with all Improvements located thereon.

1.07 Mortgage. "Mortgage" shall mean any lien covering any portion of the Property given to secure the payment of a debt.

1.08 Mortgagee. "Mortgagee" shall mean the holder of any Mortgage.

1.09 Owner. "Owner" shall mean a person or entity including Current Owners, holding a fee simple interest in any portion of the Property, but shall not mean a Mortgagee.

1.10 Person. "Person" shall mean any individual or entity having the legal right to hold title to real property.

1.11 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to 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 documentation or information relevant to such Improvement.

1.12 Plat. "Plat" shall mean and refer to the subdivision Plat of the Subdivisions recorded in the Plat Records of Williamson County, Texas.

1.13 Property. "Property" shall mean and refer to the lots located in the Subdivisions, according to the Plats, and described on Exhibit "A" attached to this Declaration.

1.14 Restrictions. "Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the Architectural Committee Rules from time to time in effect.

1.15 Subdivisions. "Subdivisions" shall mean Meadow Lake Sections 1A Revised, Section 3 and Section 6, subdivisions in Williamson County, Texas, according to the map or plat of record in the Plat Records of Williamson County, Texas.

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

## ARTICLE II GENERAL RESTRICTIONS

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

2.01 Antennae: Satellite Dishes. No exterior radio, television antenna or aerial or satellite dish shall be erected or maintained within the Property without the prior written approval of the Architectural Committee.

2.02 Insurance Rates. Nothing shall be done or kept on the Property which 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 Declarant.

2.03 Subdividing. Except as otherwise expressly provided in this Declaration, no Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that any Current Owner may further divide and subdivide any Lot then owned by such Current Owner 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 shall 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 Current Owner's overall marketing plan for the Lots owned by such Current Owner. 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 the same.

2.05 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall 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 to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

2.06 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall 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 shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Committee.

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

2.09 Alteration of 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 shall be performed only with the prior written approval of the Architectural Committee.

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

2.11 Driveway. The Architectural Committee shall have the right to 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. Except to the extent they exist on the date hereof, no utility lines including, but not limited to, wires or other devices for the communications 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 portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Architectural Committee; 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 which 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 shall be subject to review and approval by the Architectural Committee.

**2.13 Drainage.** There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Committee.

**2.14 Hazardous Activities.** No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within the 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 shall be placed upon the Property without 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 shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

**2.17 Unsanitary Articles: Vehicles.** No article deemed to be unsightly by the Architectural Committee shall 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 shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall 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 shall have sufficient garage space, as approved by the Architectural Committee, to house all vehicles to be kept on the Lot. Lot Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. No automobiles or other vehicles may be parked overnight for more than two (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 shall be appropriately screened from view and no lumber, grass, plat waste, shrub or tree clippings, metals, bulk materials or scrap or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures of appropriately screened from view.

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

**2.19 Fences.** The construction of fences shall be limited to wood privacy fences not exceeding six (6') feet in height and no other type of fence shall be constructed on the Property without the prior written consent of the Architectural Committee. The Architectural Committee may, in its discretion, prohibit the construction of any other 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.

**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 three (3) domestic pets may be kept on any Lot. No domestic pet 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 operations will be allowed. No domestic pet shall be allowed to run at large and all domestic pets shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed areas shall be constructed in accordance with plans approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be 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 yard adjacent to the street of each corner Lot shall be fully sodded and the front yard shall contain a minimum of five (5) shrubs and two (2) trees prior to the occupancy of the residence located on such Lot. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, free of trash, and other unsightly material. In the event any Owner fails to do so, the Architectural Committee shall have the right at any reasonable time to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon and to charge the cost thereof to the Owner of the Lot.

**2.22 Construction Activities.** Notwithstanding any provision herein to the contrary, this Declaration shall 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 such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such 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, provided that such waiver shall be only for the reasonable period of such construction.

**2.23 Compliance with Restrictions.** Each Owner shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintained by the Architectural Committee or by an aggrieved Owner.

**2.24 No Warranty of Enforceability.** While Current Owners have no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article II or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Current Owners make 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 shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Current Owners harmless therefrom.

ARTICLE III  
RESIDENTIAL RESTRICTIONS

**3.01 Residential Use.** All Lots shall be improved and used solely for single family residential use inclusive of a garage, fencing and such other Improvements as are necessary or customarily incident to residential use or other use approved by the Architectural Committee.

**3.02 Building Height.** No Improvement shall exceed two (2) stories in height and no Improvement greater than thirty (30) feet in height may be constructed on any Lot without the prior written approval of the Architectural Committee. For purposes of this paragraph, height shall 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 shall contain not less than 1,200 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports. All two story dwellings shall contain not less than 1,600 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports. Each dwelling shall have sufficient garage space in the form of a two car fully enclosed garage.

**3.04 Building Materials.** All building materials shall be approved by the Architectural Committee, and only new building materials (except for used brick) shall be used in constructing any Improvements. Only roofing materials which meet the minimum specifications for quality or grade of materials established by the Architectural Committee may be used without the prior written consent of the Architectural Committee. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways shall match the color of the surface from which they project, or shall be of a color approved by the Architectural Committee. No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including without limitation the exterior surfaces of any Improvements.

The masonry requirements for single and two story dwellings shall be as follows:

(a) **One Story Dwellings:** The exposed surface of the front and side exterior walls of all single family dwellings shall be constructed of 100% masonry, exclusive of roofs, eaves, soffits, windows, gables, trim work and porches.

(b) **Two Story Dwellings:** The exposed surface of the front and side exterior wall of the first floor of all single family dwellings shall be constructed of 100% masonry, exclusive of roofs, eaves, soffits, windows, gables, trim work and porches.

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

**3.06 Setback Requirements.** No building shall be located or erected nearer to any Lot line bordering a street right of way than is indicated by the building line shown on the Plat of the Subdivision. For purposes of these covenants, eaves, steps and open porches shall not be considered as part of the building: provided, however, that this shall not be construed to allow any such structure to encroach upon another Lot. No building shall (i) be located or erected nearer than 5 feet from any side Lot line or (ii) be located within an easement (whether shown on the Plat or otherwise of record).

**3.07 Rentals.** Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes.

**3.08 Slab Elevation.** The first floor slab elevation on all buildings on each Lot shall comply with City of Round Rock Building Codes.



ARTICLE IV  
NATURAL GAS USE

The Property is currently serviced with natural gas. Each Owner hereby covenants and agrees to install natural gas appliances, water heaters and HVAC systems in all houses constructed on the Property. Each Owner hereby acknowledges and agrees that all reimbursements from LoneStar Gas due to house hook-ups in the Property shall be the property of and paid solely to Declarant.

ARTICLE V  
ARCHITECTURAL COMMITTEE

5.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members") appointed by Declarant and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Architectural Committee deems appropriate. The initial members of the Architectural Committee shall be Jay Williamson, Ed Velicka and Nary Saidoff.

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

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

5.04 Term. Each member of the Architectural Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein.

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

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

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

5.08 Actions of the Architectural Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designations, the vote of a majority of all of the members of the Architectural Committee shall constitute an act of the Architectural Committee.

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

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

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

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

5.13 Address. Plans and Specifications shall be submitted to the Architectural Committee in care of \_\_\_\_\_ or such other address as may be designated from time to time.

## ARTICLE VI EASEMENTS

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

6.02 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephones, electricity 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. Notwithstanding any provision contained in this section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated

on the Property until approved by the Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

**6.03 Drainage Easements.** Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as may be approved in writing by the Architectural Committee.

**6.04 Surface Areas.** The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association 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 VII POWER OF DECLARANT

Notwithstanding anything in this Declaration to the contrary, so long as Declarant owns any Lot, each Owner, by acceptance of record title conveying a Lot to such Owner, does hereby irrevocably constitute and appoint Declarant, its successors or assigns, its true and lawful attorney-in-fact and agent to execute, acknowledge, verify, swear to, deliver, record and file in that Owner's name, place and stead all instruments, documents and certificates which may from time to time be required in order to affect any amendment, vacating, replatting or other modification of the Plat so long as the boundaries and contours of such Owner's Lot are not in any way changed, altered or modified. In furtherance of this appointment, each Owner agrees to join in the execution, upon request of Declarant, of any instrument required to acknowledge such authorization and/or affect any such amendment, vacating, replatting or other modification of the Plat.

#### ARTICLE VIII MISCELLANEOUS

**8.01 Term.** This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2014, unless amended as herein provided. After December 31, 2014, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration and filed in the Official Records of Williamson County, Texas.

#### 8.02 Amendment.

(A) **By Declarant.** This Declaration may be amended by the Declarant, acting alone, until December 31, 2000, and thereafter for so long as Declarant owns a majority of the Lots. No amendment shall be effective until there has been recorded in the Official Records of Williamson County, Texas, an instrument executed and acknowledged by Declarant.

(B) **By Owners.** In addition to the method set forth in Section 8.02(A), this Declaration may be amended after December 31, 2000 by the recording in the Official Records of Williamson County, Texas of an instrument executed and acknowledged by Owners of at least sixty percent (60%) of the Lots.

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

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

8.05 Assignment of Declarant. Notwithstanding any provisions in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Any such assignment shall be in writing and filed of record in the Official Records of Williamson County, Texas.

8.06 Enforcement and Non waiver.

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

(B) Non waiver. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

8.07 Construction.

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

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

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

IN WITNESS WHEREOF, Capital Foresight, Ltd. and Buffington Homes, Inc. have executed this Declaration as of this the 22ND day of AUGUST, 1994.

## CURRENT OWNERS:

CAPITAL FORESIGHT LTD., a Nevada  
limited partnershipBy: Naty Saidoff  
Naty Saidoff, General Partner

Address:

3305 West Spring Road, No. 60  
Las Vegas, Nevada 89102BUFFINGTON HOMES, INC., a Texas  
corporationBy: Tom Buffington  
Tom Buffington, President

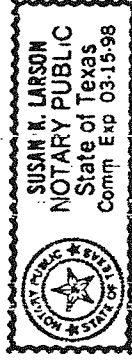
Address:

8716 North MoPac, Suite 100  
Austin, Texas 78759

STATE OF TEXAS

§  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19 day of August, 1994, by Naty Saidoff, General Partner of Capital Foresight, Ltd., a Nevada limited partnership, on behalf of said limited partnership.

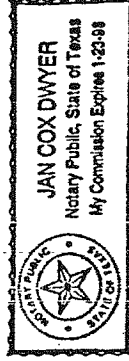


Susan K. Larson  
Notary Public, State of Texas

STATE OF TEXAS

§  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22nd day of AUGUST, 1994, by Tom Buffington, President of Buffington Homes, Inc., a Texas corporation, on behalf of said corporation.



Jan Cox Dwyer  
Notary Public, State of Texas

FILED FOR RECORD  
WILLIAMSON COUNTY, TX.

1994 AUG 24 PM 12:04

Alaine Fingell  
COUNTY CLERK

2613.01/declar.1

RETURN TO: JAN COX DWYER

HERITAGE TITLE  
98 SAN JACINTO BLVD. STE. 400  
AUSTIN, TEXAS 78701GF# 416573

STATE OF TEXAS COUNTY OF WILLIAMSON  
I hereby certify that this instrument was FILED  
on the date and at the time stamped hereon  
by me, and was duly RECORDED in the Volume  
and Page of the name RECORDS of Williamson  
County, Texas as stamped hereon by me, on



Alaine Fingell  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

11

AUG 24 1994