

AMENDED AND RESTATED
 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
 BROOKFIELD

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS: mD
 COUNTY OF TRAVIS §

THAT WHEREAS, CONTINENTAL HOMES OF TEXAS, L. P., a Texas limited partnership doing business as Milburn Homes ("Declarant") previously recorded that certain Declaration of Covenants, Conditions and Restrictions – Brookfield ("Original Declaration") in Document No. 2001132293, Real Property Records of Travis County, Texas, to provide certain protective easements, covenants, conditions and other terms governing that certain real property located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Declarant desires to convey the Property subject to certain protective covenants, conditions, restrictions, liens, and charges hereinafter set forth;

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development (in accordance with Section 25-4-232 of the City of Austin Land Development Code, if applicable, which terms and requirements of Section 25-4-232 are incorporated herein by reference), and sale of the Property for the benefit of the present and future owners of the Property.

WHEREAS, Declarant desires, pursuant to Sections 6.03 and 10.02 of the Original Declaration, to amend and restate the Original Declaration in its entirety as hereinbelow described, such that the Property shall be and is bound by the covenants, conditions, restrictions, liens, charges and other terms of this Amended and Restated Declaration (this "Declaration");

WHEREAS, Declarant's purpose in amending and restating the Original Declaration in its entirety is to (i) save and except a tract of land originally encumbered by the Original Declaration, which it not part of the Property. That tract is described in Exhibit "B" attached hereto; (ii) to comply with regulations set forth by the Department of Housing and Urban Development regarding (a) procedures for borrowing money or mortgaging association property, (b) mortgagee responsibility, and (c) easements for ingress and egress; and (iii) add special provisions for lots adjacent to parkland; and

WHEREAS, the Property shall be subject to certain protective covenants, conditions, restrictions, liens, and charges hereinafter set forth.

NOW, THEREFORE, it is hereby declared: (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, 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 owner 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, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.01. Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to these restrictions 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 are amended from time to time.

1.03. Articles. "Articles" shall mean the Articles of Incorporation of Brookfield Owners Association, Inc., which will be filed in the office of the Secretary of State of the State of Texas, as the same are from time to time amended.

1.04. Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of this Declaration.

1.05. Association. "Association" shall mean and refer to Brookfield Owners Association, Inc., a Texas non-profit corporation created or to be created pursuant to the Articles.

1.06. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

1.07. Board. "Board" shall mean the Board of Directors of the Association.

1.08. Bylaws. "Bylaws" shall mean the Bylaws of the Association, which may be adopted by the Board, as the same are from time to time amended.

1.09. Common Area and Facilities. "Common Area and Facilities" shall mean Lots and other properties, if any, designated by Declarant and conveyed to the Association along with any areas within public right-of-ways or easements that the Board deems necessary or appropriate to maintain for the common benefit of the Owners. Common Area and Facilities may be designated by Declarant and dedicated or otherwise conveyed to the Association from time to time and at any time. If and at the time Declarant annexes additional real property to the Property in accordance with Section 2.02 hereof, additional Common Area and Facilities may be designated. The Common Area and Facilities may include, but not be limited to, detention and/or water quality ponds, park and open space lots benefiting the Subdivision.

1.10. Declarant. "Declarant" shall mean CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership doing business as Milburn Homes, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of 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 shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11. Declaration. "Declaration" shall mean this instrument as it may be amended from time to time.

1.12. 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.

1.13. 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 Subdivision, together with all Improvements located thereon.

1.14. Member. "Member" or "Members" shall mean any person(s), entity or entities holding membership rights in the Association.

1.15. Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

1.16. Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.17. Owner. "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include the Mortgagee of a Mortgage.

1.18. Person. "Person" or "Persons" shall mean any individual(s), entity or entities having the legal right to hold title to real property.

1.19. 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.

Plat. "Plat" shall mean the subdivision plats of Brookfield.

1.21. The Restrictions. The "Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the Architectural Committee Rules, the Association Rules, and the Articles and Bylaws.

1.22. Subdivision. "Subdivision" shall mean Brookfield a subdivision in Travis County, Texas, according to the Plat.

ARTICLE II

DEVELOPMENT OF THE PROPERTY

2.01. Development by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of these restrictions.

2.02. Addition of Land. Declarant may, at any time and from time to time, add land from within the areas described in Volume 13310, Page 1431, in the Real Property Records of Travis County, Texas, to the Property, in

accordance with a staged development plan approved by the Veterans Administration ("VA") and the Federal Housing Administration ("FHA"). Upon such addition, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall apply to the added land, and the rights, privileges, duties, and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Real Property Records of Travis County, Texas, a notice of addition of land containing the following provisions:

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

Declarant shall submit a written request for approval of any annexation of land not included in the staged development plan previously approved by VA/FHA to the FHA and the VA accompanied by a copy of the Declaration of Annexation.

Notwithstanding anything contained herein to the contrary, Declarant shall only be permitted to add land to this Declaration without the consent of two-thirds of the Owners entitled to vote pursuant Section 6.03 hereof (exclusive of Declarant) until the earlier to occur of (i) Declarant owns less than twenty-five percent (25%) of the Property; or (ii) ten (10) years from the date of this Declaration.

ARTICLE III

GENERAL RESTRICTIONS

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

3.01. Subdividing. 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 when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Architectural Committee.

3.02. 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 safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.03. 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.

3.04. 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.

3.05. 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.

3.06. 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, maintained, or cared for on the Property. No Owner may keep on such Owner's Lot more than four (4) cats and dogs, in the aggregate, not more than two (2) of which may be dogs. 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 enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area 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.

3.07. 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. Each Owner shall contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity.

3.08. Maintenance. 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. All Improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot. Declarant, the Association, and 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 as deemed necessary; to paint, repair, or otherwise maintain any Improvements in need thereof; and to charge the cost thereof to the Owner of the Lot in the same manner as provided for the Association in Section 6.04(E) hereof.

3.09. Antennae. No exterior radio or television antenna or aerial or satellite dish receiver which is visible from any other Lot or the street shall be erected or maintained on any Lot without obtaining the prior written consent of the Architectural Committee. The foregoing notwithstanding, in the event the absolute prohibition of such antenna or receivers is invalidated or held to be unenforceable in any respect, then no exterior radio or television antenna, satellite dish or similar device shall be permitted to be erected or placed on any Lot unless the same is screened from view from adjoining Lots, streets and other portions of the Subdivision.

3.10. Signs. No sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the Architectural Committee, except for (i) signs which are part of Declarant's overall marketing or construction plans or activities for the Property and (ii) one (1) sign of not more than five (5) square feet, advertising any property within the Subdivision for sale or rent. All merchandising, advertising and sales programming shall be subject to the approval of the Architectural Committee.

3.11. Tanks. The Architectural Committee shall have the right to approve the location of any tank used or proposed in connection with a single family residential structure, including tanks for storage of fuel, water, oil, or LPG, 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 any other portion of the Property.

3.12. Temporary Structures. No tent, shack, or other temporary building, improvement, or structure shall 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, and for office space for architects, builders, and foremen during actual construction may be maintained with the prior approval of Declarant, approval to include the nature, size, duration, and location of such structure. Notwithstanding any provision in this Declaration to the contrary, an Owner shall be permitted, without Architectural Committee approval, to erect one (1) outbuilding on the Owner's Lot if (i) the surface area of the pad on which the outbuilding is placed is less than or equal to eighty (80) square feet, (ii) the height of the outbuilding, measured from the surface of the Lot to the highest portion of the outbuilding is less than or equal to six (6) feet, (iii) the outbuilding is constructed within an area completely enclosed by a privacy fence of not less than six (6) feet in height, (iv) the exterior of the outbuilding is constructed of the same or substantially similar materials as the exterior of any residence located on the Lot, and (v) the outbuilding is constructed within building setback lines in accordance with applicable building codes of the governmental entity having jurisdiction over the Property. The Architectural Committee shall be entitled to determine, in its sole and absolute discretion, whether an outbuilding constructed on any Lot complies with the foregoing requirements relating to size, height, fence enclosure and construction materials.

3.13. Unightly 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 from 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, all-terrain vehicles 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 above-mentioned articles or vehicles may be parked overnight 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, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. No (i) racing vehicles, or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any roadway within the Subdivision. No commercial vehicles larger than a standard three-quarter (3/4) ton pickup truck or standard two-axle passenger van shall be permitted to remain on any Lot or to be parked on any roadway within the Subdivision.

3.14. Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time, and no motor homes, travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or from public or private thoroughfares at any time.

3.15. Basketball Goals: Permanent and Portable. Permanent basketball goals are allowed but must be approved by the Architectural Control Committee before installation. The metal pole must be permanently installed in the ground, at least 25' back from the curb. The permanent basketball goal must be properly maintained and

painted, with nets in good repair. Portable basketball goals are not allowed except when in use. Portable goals may be used, when not in use, they must be stored in an enclosed structure or screened from view at all times.

3.16. Compliance with the Restrictions. Each Owner, his family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding 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 curing the same, fines levied by the Association, actual and statutory damages, and injunctive relief, or a combination thereof. The Restrictions may be enforced by any Owner, the Association, Declarant, the City in which the Lot is located, if any, or, if applicable, the Municipal Utility District having jurisdiction over the Property, provided, however, only the Association shall have the right to levy a fine for the violation of the Restrictions or to bring any action for the collection of any Assessments, other than a Violation Assessment, as provided for herein. In such action, the parties agree to waive any bond required to be placed by the Association, the City where the Lot is located, if any, or Declarant, or if waiver is not allowed by the court, to set the bond in an amount not exceeding \$100.00. Each Owner is strictly liable for the noncompliance of his family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding. To aid in the prevention of noncompliance, each Owner shall provide to his tenants, who shall sign a receipt for the same, a copy of the Restrictions and shall provide in each lease of a Lot, which lease shall be in writing, that a violation of the Restrictions that is not cured within seven days of the first notice sent by the Association, shall constitute a breach of the lease. Each Owner, by acceptance of a deed to a Lot, hereby irrevocably appoints the Association, the City where the Lot is located, if any, and Declarant, as his attorney-in-fact to terminate the right of occupancy under the lease and evict any tenant or other occupant, not a part of the Owner's family living with the Owner on the Lot, in the event of an uncured violation. Said attorney-in-fact shall have the right, but not the duty, to bring such eviction proceeding. The cost of curing any violation of the Restrictions, any fine levied by the Association, and any attorney's fees, court costs, expenses of litigation, if incurred by the Association or Declarant, whether the matter proceeds to suit or not, shall be a Violation Assessment against the Lot and the Owner and shall automatically become a part of the Assessments and secured by the lien therefore.

3.17. Liability of Owners for Damage to Common Area and Facilities. No Owner shall 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 shall be liable to the Association for any and all damages 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, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage shall be an Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided for in Section 8.06 hereof, including, but not limited to foreclosure of such lien.

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

ARTICLE IV

USE AND CONSTRUCTION RESTRICTIONS

4.01. Approval for Construction. No Improvements shall be constructed upon any Lot without the prior written approval of the Architectural Committee.

4.02. Use. All Lots, unless dedicated to the Association as Common Area and Facilities, shall be improved and used solely for single family residential use, inclusive of an attached private garage for not more than three (3) cars, fencing and such other Improvements as are necessary or customarily incident to residential use.

4.03. Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that all rentals must be for terms of at least six (6) months.

4.04. Dwelling Height. No single family dwelling greater than two (2) stories in height may be constructed on any Lot without the prior written approval of the Architectural Committee.

4.05. Fences and Sidewalks. Fences shall be six (6) feet in height and shall be constructed with #1 grade cedar pickets and with treated pine or cedar railings and posts. Installation of such fences may be completed without the approval of the Architectural Committee. The design, construction materials, height and location of all other fences shall otherwise be approved by the Architectural Committee. In no event shall any fence or wall be erected, placed or altered on a lot nearer to the front street than the front wall of the single family dwelling which is located on the Lot and no hedge may be installed or maintained more than three (3) feet in front of the wall of the single family dwelling which is located on the Lot and closest to the front property line of the Lot. Construction of gates or other access openings in subdivision perimeter fencing shall not be allowed on any Lot. The Owner of each Lot shall construct, at its sole cost and expense and prior to occupying any improvement located on the Lot, a sidewalk, located and designed in conformance with the Plat, to the extent the Plat requires a sidewalk on such Owner's Lot. The

provision in the foregoing sentence may not be amended or altered without the express written consent of the Planning Department of Austin, Texas.

4.06. Dwelling Size; Building Materials. All single-story dwellings shall contain not less than Eight Hundred and Fifty (850) 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 Nine Hundred and Fifty (950) square feet of enclosed living space, exclusive of porches (open or covered), decks, garages, and carports. All building materials shall be approved by the Architectural Committee, and only new building materials (except for used brick) shall be used for constructing any 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 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:

One-Story Dwellings. The front and side exterior walls of all single family dwellings shall be constructed of masonry, exclusive of roofs, eaves, soffits, windows, doors, gables, garage doors and trim work.

Two-Story Dwellings. The front and side exterior walls of the first floor of all single family dwellings shall be constructed of masonry, exclusive of roofs, eaves, soffits, windows, doors, gables, garage doors and trim work.

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

4.08. Garbage Containers. The Architectural Committee shall have the right to specify a specific location on each Owner's Lot in which garbage containers must be placed for trash collection service.

4.09. 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 such provision is approved by the Architectural Committee.

4.10. Construction Activities. 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 that construction upon any Lot does not conform to usual practices in the area as determined by the Architectural Committee in its sole good faith judgment, the Architectural Committee shall have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the Architectural Committee may contract for or cause such debris to be removed, and the Owner of the Lot shall be liable for all expenses incurred in connection therewith.

4.11. Section 25-4-232 Restrictions. The following restrictions shall apply to small lot subdivisions within the Property:

- (A) The minimum area of each Lot, except a corner Lot, shall be 3,600 square feet.
- (B) The minimum area of a corner Lot shall be 4,500 square feet.
- (C) Except as provided below, the minimum width of each Lot shall be forty (40) feet.
- (D) The minimum width of a corner Lot shall be fifty (50) feet.
- (E) Lots fronting on a cul-de-sac shall have a minimum chord width of thirty-three (33) feet at the arc formed by the street line, a minimum chord width of forty (40) feet at the front building setback line, and shall have a minimum width between side lot lines of forty (40) feet at all points fifty (50) feet or more to the rear of the street line.
- (F) The minimum front yard setback for each Lot shall be twenty (20) feet.
- (G) The minimum street side yard setback for any corner Lot shall be ten (10) feet.
- (H) Each Lot may have one (1) zero lot line, provided that the combined side yard setback of the Lot is not less than ten (10) feet.

- (I) The minimum distance between single family dwellings on adjoining lots shall not be less than ten (10) feet. A patio and patio cover may be constructed in a dominant side yard (the side yard of a Lot having the larger width) within this ten (10) foot area, but at least six (6) feet unobstructed clearance between the patio cover and the roof line on the dwelling on the adjoining lot shall be maintained.
- (J) The wall of any single family dwelling built on a zero lot line or within less than five feet of the common side lot line shall be constructed and maintained as a solid opaque plane, containing neither window nor door openings nor any other type of openings.
- (K) The minimum rear yard setback shall be five (5) feet, exclusive of drainage easements; provided, however, when there is a private access easement at the rear of the Lot, there shall be a minimum setback of ten (10) feet between such access easement and any building or fence.
- (L) The maximum building coverage on each Lot shall be forty-five percent (45%) of the Lot area.
- (M) The maximum impervious coverage on each Lot shall be fifty-five percent (55%) of the Lot area.
- (N) No Lot shall have more than one (1) single-family dwelling unit.
- (O) The maximum height of any building shall be thirty-five (35) feet.
- (P) Three (3) off-street parking spaces, one of which shall be covered, are required for each dwelling unit.
- (Q) A maintenance easement shall be required on the dominant side of any common side lot line which is adjacent to a small lot having a dwelling unit constructed within less than five (5) feet of the common lot line in order to facilitate the customary maintenance of the structure and fixtures, including site drainage, located on the subordinate side of such common lot line. Each required maintenance easement shall be a minimum of five (5) feet in width and extending the full length and parallel to the common side lot line.
- (R) A use easement shall be required on the subordinate side of any common side lot line which is adjacent to a dwelling on the dominant side lot, the foundation of which is within less than five (5) feet from the common side lot line. Any required use easement shall be of a width of five feet (5') or extend from the common side lot line to the outer wall of the dwelling located on the subordinate side lot, whichever is less, and shall extend the full length and be parallel to the common side lot line. The purpose of any such use easement hereby required is to facilitate the use, enjoyment and privacy of the dominant side yard by the occupant(s) of the dwelling on the side of the common side lot line having the dominant yard. Such use easement shall be subject to the subordinate side lot owner's right to reasonably maintain the dwelling located on the subordinate side lot encumbered by such use easement.
- (S) The maintenance of all easements created pursuant to this Section 4.11 shall be the responsibility of the Owners of the Lots adjacent to said easements. The maintenance of all Common Area and Facilities and all other easements created pursuant to this Declaration or the Plat shall be the responsibility of the Association.

4.12. Landscaping. The front yards of all Lots, from the front property line to the front wall of the house, shall be fully sodded with St. Augustine, Bermuda, Prairie Buffalo Grass or other sod approved by the Architectural Committee and at least two (2) trees shall be planted in the front yard of each Lot prior to the occupancy of the residence located on the Lot.

ARTICLE V

COMMON AREA AND FACILITIES

5.01. Common Area and Facilities. No land within any Common Area and Facilities shall be improved, used or occupied, except in such manner as shall have been approved by a two-thirds vote of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose, with the same quorum as required for Special Assessments herein. Such required approval shall extend to the nature and type of use, occupancy and improvement. Notwithstanding the foregoing provision, during the time that Declarant owns Lots within the Subdivision, Declarant shall have the right to construct Improvements within the Common Areas, including park areas, if any, without the consent of the Members or the Association. Access to any Common Area and Facilities may be limited to persons currently paying Assessments, fees and other charges, or otherwise conditioned or restricted, or made available to non-owners, all upon such terms and conditions as the Board may determine.

5.02. 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 shall be entitled to participate in the proceedings incident thereto. The expense of participation in such proceedings by the Association shall 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 Association, in its discretion, deems necessary or advisable to aid it in any matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association. The Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to contest or defend any such proceedings, to make any settlement with respect thereto or to convey such property to the condemning authority in lieu of condemnation.

ARTICLE VI

THE ASSOCIATION

6.01. Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

6.02. Membership. Any Person upon becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the ownership of the Lot which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Lot.

6.03. Voting Rights. There shall be two classes of membership for purpose of voting on any Association matter. The Class A Members shall include each Owner (excluding Declarant) of a Lot within the Property and each such Owner shall have one (1) vote for each Lot owned. The Class B Member shall be Declarant, and Declarant shall have three (3) votes for each Lot owned by Declarant. The Class B Membership shall convert to a Class A Membership upon the earlier to occur of (i) Declarant owns less than twenty-five percent (25%) of the Property, or (ii) ten (10) years from the date of this Declaration.

6.04. Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

(A) Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact the Association Rules and Bylaws. The content of the Association Rules and Bylaws may be established by the Board, provided the same are not in conflict with this Declaration.

(B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.

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

(D) Assessments. To levy assessments as provided in Article VIII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VIII hereof in order to raise the total amount for which the levy in question is being made.

(E) Right Of Entry and Enforcement. To enter at any time in an emergency or in a non-emergency, after twenty-four (24) hours written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon, for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VIII hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce the Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors, or assigns.

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

6.05. Common Area and Facilities. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

(A) To accept, own, operate and maintain all Common Area and Facilities which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real or personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements and other Association property owned by or leased to the Association. Such maintenance shall include, but not be limited to, painting, mowing and removal of rubbish or debris of any kind.

(B) To pay all real and personal property taxes and other taxes and Assessments levied upon or with respect to Common Area and Facilities or any other property owned by or leased to the Association to the extent that such taxes

and Assessments are not levied directly upon the Members of the Association. The Association shall have all rights granted by law to contest the legality of the amount of such taxes and Assessments.

(C) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Common Area and Facilities. Such insurance shall be in an amount as the Board shall deem appropriate.

(D) To borrow money and to mortgage, pledge, or hypothecate any or all of the Common Area and Facilities as security for money borrowed or debts incurred subject to the limitations set forth in this Declaration, with the consent of at least 2/3 of the number of votes entitled to be cast pursuant to Section 6.03 hereof.

ARTICLE VII

ARCHITECTURAL COMMITTEE

7.01. Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting Members ("Voting Members"), and such additional nonvoting Members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The following persons are hereby designated as the initial Voting Members of the Architectural Committee: Steve Herring, Bill Peckman and Terry E. Mitchell.

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

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

7.04. Term. Each Voting 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. In the event of death or resignation of any Voting Member, the remaining Voting Member or Voting Members shall have full authority to act until a replacement Voting Member or Voting Members have been designated.

7.05. Appointment. Declarant, its successors or assigns, shall have the right to appoint and remove all Voting Members of the Architectural Committee so long as there is a Class B Membership. Declarant may assign this right to the Board at any time prior to the termination of the Class B Membership by written instrument. Thereafter, the Board shall have the right to appoint and remove all Voting Members of the Architectural Committee.

7.06. 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.

7.07. 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 therefor 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 documents deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. No Improvement shall be allowed upon any Lot which would unreasonably obstruct the view from any other portion of the Property, and no Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes, and materials and similar features as to be incompatible with development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and 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 or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

7.08. Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration, when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. Anything herein to the contrary notwithstanding, the Architectural Committee is hereby authorized, at its sole discretion, to waive any requirements relating to garages (including size), carports, dwelling size, masonry requirements, fences and setbacks and such decision shall be binding on all Owners of Property encumbered by this Declaration. All variances must be evidenced by written instrument in recordable form, and must be signed by at least two (2) of the Voting Members of the Architectural Committee. The granting of such variance shall not operate to waive or amend any of the terms or

provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular property and the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

7.09. 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 designation, the vote of the majority of all of the members of the Architectural Committee taken without a meeting shall constitute an act of the Architectural Committee. Notwithstanding anything to the contrary, in the event the Architectural Committee fails to respond to a request for approval of Plans and Specifications within thirty (30) days of receipt of all required information, the Architectural Committee shall be deemed to have approved such Plans and Specifications.

7.10. No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee 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.

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

7.12. Address. Plans and Specifications shall be submitted to the Architectural Committee at 12554 Riata Vista Circle, Second Floor, Austin, Texas 78727, or such other address as may be designated from time to time.

7.13. Fees. The Architectural Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

ARTICLE VIII

FUNDS AND ASSESSMENTS

8.01. Assessments.

(A) The Association may from time to time levy Assessments against each Lot that has been improved. The level of Assessments shall be equal and uniform between all improved Lots, except for Violation Assessments levied in accordance with Section 3.15. For the purposes of this section, a Lot shall not be considered to be "improved" until a house has been constructed thereon. No Assessments hereunder shall be levied against any unimproved Lot, except for Violation Assessments levied against a Lot Owner, other than Declarant.

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

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

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

8.03. Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, which shall be limited to the costs incurred pursuant to the powers granted in Section 6.05 and the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. In no event shall the regular annual Assessments per Lot for the year 2001 exceed the sum of \$330.00. Thereafter, at the Board's sole and absolute discretion, the maximum regular annual Assessments per Lot permitted hereunder may be increased by no more than five percent (5%) per year (which may be cumulative - i.e., 5% for each year not previously increased), unless approved by at least two-thirds of each Class of Members who are voting in person or by proxy at a meeting duly called for such purpose, with the same quorum as required for Special Assessments herein. Notwithstanding the foregoing, the Declarant shall pay assessments at the rate of one-fourth ($\frac{1}{4}$) of the regular annual assessments, so long as there is a Class B membership, and Declarant hereby covenants and agrees that in the event that the annual maintenance fund revenues are insufficient to pay the operating expenses of the Association, it shall provide the funds

necessary to make up the deficit, within thirty (30) days of receipt of request for payment thereof from the Association. In the alternative, Declarant shall have the right to pay full Class A assessments on its Lots without relinquishing its Class B status and shall then be excused from the payment of any budget deficits.

8.04. Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments to enable the Board to carry out the mandatory functions of the Association under the Restrictions, upon the approval of at least two-thirds of the Members at a meeting called for that purpose, by adequate notice, with at least sixty percent (60%) of the Members or their proxies present at said meeting. If sixty percent (60%) of the Members do not attend, a second meeting may be called with the same notice and the quorum needed for said second meeting shall be thirty percent (30%) of the Members or their proxies.

8.05. Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at the rate of six percent (6%) per annum on the amount of the Assessment, from the due date thereof, together with all costs and expenses of collection, including reasonable attorneys' fees.

8.06. Assessment Lien and Foreclosure.

(A) All sums assessed in the manner provided in this Article but unpaid shall, together with interest as provided in Section 8.05 hereof and the cost of collection, including attorneys' fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first Mortgage lien of record, securing in either instance sums borrowed for the improvement of the Lot in question. Any foreclosure by the holder of a first Mortgage lien of record shall terminate the liability of the Lot for delinquent, pre-foreclosure Association Assessments. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination must be signed by a duly authorized officer of the Association. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure on the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due. Mortgagees are not required to collect any assessments, which may be owed on any lot. Failure to pay assessments does not constitute a default under an insured mortgage.

In addition to foreclosure by appropriate judicial proceedings, the Association may foreclose its lien against each Lot, in like manner as a Deed of Trust or contractual lien by nonjudicial foreclosure in accordance with Section 51.002 of the Texas Property Code or any future amendments or recodification thereof, without waiving its right to also proceed against the Owner on the Owner's personal liability. Each Owner, by acceptance of a deed to a Lot hereby expressly vests in the Board of Directors of the Association a power of sale to enforce the lien. The Board may exercise its power of sale by appointing an Agent or Agents, who may be removed and replaced at any time without any formality other than a written appointment, signed by the president or a vice president of the Association. The Board, acting on behalf of the Association, and acting through its appointed Agent or Agents, shall have the power to bid upon any Lot foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and to convey the same from and after the time that a foreclosure sale is conducted. The recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Owner, his heirs, assigns, executors, and administrators. In the event any sale is made of a Lot, the former Owner, his tenants and other persons in possession under him, shall forthwith upon the making of the sale, surrender and deliver possession of the Lot to the purchaser at the sale, and in the event of their failure to do so, any occupant shall become a tenant at sufferance of the purchaser at the foreclosure sale and the purchaser shall have the right to evict any persons by a proceeding brought in the Justice of the Peace Court where the Lot is situated. Any personal property left on the premises and not reclaimed within 10 days from the date of sale, shall be conclusively presumed to have been abandoned by the former Owner, his tenants or other parties in possession under him.

In addition to the preceding, the Association is hereby given an assignment of rents and may directly collect from any tenant rents that are owed to an Owner in any amount that is owed to the Association that has not been paid by the Owner within thirty (30) days of written demand to the Owner at the last known address for the Owner as reflected in the books of the Association, such demand being effective upon being placed in the mail, certified mail, return receipt requested, postage prepaid. The Association is granted the right, without an obligation, to send a notice of Owner's non-payment to any lienholder on a Lot.

ARTICLE IX

EASEMENTS

9.01. 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 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 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, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public utility purposes (including without limitation, gas, water, electricity, telephone and drainage) in favor of any Person along any front, rear, or side boundary line of any Lot, which said easements shall have a maximum width of ten (10) feet (provided, however, that easements along side yard lot lines shall straddle such lot lines with five (5) feet on each of the adjoining Owner's Lots).

9.02. 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, wastewater, gas, telephones, and electricity lines 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 line, 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 Declarant or 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.

9.03. 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 approved in writing by the Architectural Committee.

9.04. 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.

9.05. Common Area and Facilities. Each Owner shall have a non-exclusive easement for use and enjoyment in and to all Common Area and Facilities, which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- (A) Right of Association to suspend the Owner's voting rights and right to use the Common Area and Facilities for any period during which an Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association;
- (B) The right of the Association to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a two-thirds vote of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose, with the same quorum as required for Special Assessments herein;
- (C) The right of the Association to borrow money for the purpose of improving the Common Area and Facilities and, in furtherance thereof, mortgage the Common Area and Facilities, all in accordance with the Articles and Bylaws;
- (D) The right of the Association to promulgate reasonable rules and regulations regarding use of the Common Area and Facilities; and
- (E) The right of the Association to contract for services with third parties on such terms as the Association may determine.
- (F) If the only means of ingress or egress to any residence located on a Lot is through any Common Area and Facilities, any conveyance or encumbrance of that portion of the Common Area and Facilities shall be subject to an easement for ingress and egress of the Residential Owner(s).

ARTICLE X

MISCELLANEOUS

10.01. Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until January 1, 2024, unless amended as herein provided. After January 1, 2024, 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 as set forth in Section 10.02 below.

10.02. Amendment/Extinguishment. This Declaration may be amended or extinguished by the recording in the Travis County Real Property Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment or extinguishment and certifying that such amendment or extinguishment has been approved by Owners entitled to cast at least ninety percent (90%) of the number of votes entitled to be cast pursuant to Section 6.03 hereof for the first twenty years from the date hereof, and by seventy-five percent (75%) of said Owners thereafter.

10.03. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either by certified mail, return receipt requested, or personally delivered and a written receipt received therefor. If delivery is made by certified mail, it shall be deemed to have been delivered the date on which it was received by the person to whom such notice was addressed. Such address may be changed from time to time by notice in writing given by such person to the Association.

10.04. Interpretation. The provisions of this Declaration 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.

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

10.06. Nonliability of Architectural Committee and Board Members. Neither the Architectural Committee, nor any member thereof, nor the Board, nor any member thereof, shall be liable to the Association or 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 or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its member or the Board or its member, as the case may be.

10.07. Assignment of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other Person and may permit the participation, in whole or in part, by any other Person in any of its privileges, exemptions, rights, and duties hereunder.

10.08. Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner at his own expense, the Board, the City in which the Lot is located, if any, and/or the Municipal Utility District having jurisdiction over the Property 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. 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. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

10.09. Construction. 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 affect the validity or enforceability of any other provision or portion thereof. 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. 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.

10.10. Limited Access / Joint Use Easements. Lots 29-47, Block F; Lots 2-11, Block G; Lots 16-21, Block H; Lots 32-36, Block K; Lots 1-6, Block W; Lots 12-15, Block X; Lots 17-26, Block Y; Lots 10-14, Block CC; Lots 5-8 & 82-91, Block DD; and Lots 23-27, Block FF are accessed only by means of a dedicated joint use easement. The Association will be responsible for maintenance of all landscaping, irrigation and any private roadways within the easement area.

10.11. Special Provisions for Areas or Lots Adjacent to Parkland. Development on the portions of the Property having property lines adjacent to parkland which is dedicated to the District or the City of Austin shall employ, to the extent reasonably feasible, (i) the design concepts and implementation strategies for "Creek Edges" as set forth in the attached Exhibit "B-1"; (ii) the design concepts and implementation strategies for "Adjacent Development" as set forth in the attached Exhibit "B-2"; and (iii) the design concepts and implementation strategies for "Roadway Intersections" as set forth in the attached Exhibit "B-3". As used in any of such design concepts or implementation strategies, the term "glossary" of native or adapted plant species shall mean and refer to the glossary of plant species attached as Exhibit "B-4"; and the term "site vocabulary" shall mean and refer to those items listed

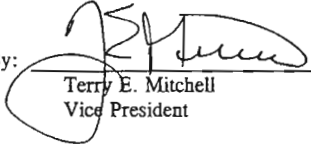
in the attached Exhibit "B-5". For the purposes of the said design concepts and implementation strategies, the term "commercial development" shall be deemed to include single-family attached development.

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective on the 23rd day of May, 2002.

DECLARANT:

CONTINENTAL HOMES OF TEXAS, L.P.,
a Texas limited partnership

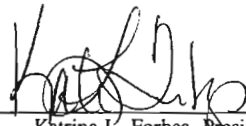
By: **CHTEX of Texas, Inc.,**
a Delaware corporation, its sole general partner

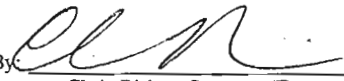
By: 
Terry E. Mitchell
Vice President

CERTIFICATION

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Brookfield has been approved by owners entitled to cast at least ninety percent (90%) of the number of votes entitled to be cast pursuant to Section 6.03 of this Declaration.


Brookfield Owner's Association, Inc.,
a Texas non-profit corporation

By: 
Katrina L. Forbes, President

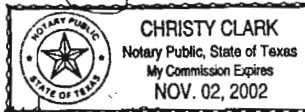
By: 
Chris Risher, Secretary/Treasurer

STATE OF TEXAS §
§
COUNTY OF TRAVIS §


This instrument was acknowledged before me on the 23rd day of May, 2002, by Terry E. Mitchell, Vice President of CHTEX of Texas, Inc., a Delaware corporation, sole general partner of Continental Homes of Austin, L.P., a Texas limited partnership, on behalf of said partnership.


Notary Public, State of Texas

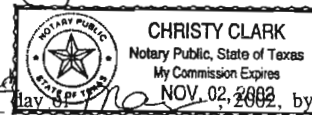
STATE OF TEXAS §
COUNTY OF TRAVIS §



This instrument was acknowledged before me on the 25th day of May, 2002, by Katrina L. Forbes, President of Brookfield Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.


Notary Public, State of Texas

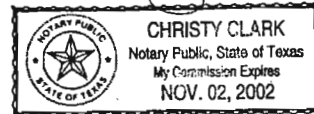
STATE OF TEXAS §
COUNTY OF TRAVIS §



This instrument was acknowledged before me on the 23rd day of May, 2002, by Chris Risher, Secretary of Brookfield Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.


Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Milburn Homes
Attn: Legal Dept
12554 Riata Vista Circle, Second Floor
Austin, Texas 78727



All that certain tract or parcel of land in the Alexander Waters Survey No. 67, in Travis County, Texas and being all of a 267.225 acre tract of land conveyed to F. C. Properties One, Ltd. by deed recorded in Volume 13147, Page 1616 of the Deed Records of Travis County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin set on the Northwest line of Block A of Northtown Park Section Two as recorded in Book 87, Page 8B of the Plat Records of Travis County, Texas, for the West corner of the above mentioned 267.225 acre tract and the West corner of this tract;

THENCE with the Northwest line of the said 267.225 acre tract for the following six (6) courses:

- 1) N 27 degrees 53 minutes 39 seconds E 575.63 feet to an iron pipe found at a fence post;
- 2) N 28 degrees 08 minutes 34 seconds E 348.80 feet to a 60d nail found in a fence;
- 3) N 27 degrees 44 minutes 44 seconds E 419.86 feet to an iron pin set;
- 4) N 27 degrees 15 minutes 19 seconds E 363.98 feet to an iron pin found in the East corner of Silverado Mobile Home Park as recorded in Book 85, Page 88A of the said Plat Records and an ell corner of a 355.275 acre tract described in Volume 10831, Page 1099 of the said Deed Records;
- 5) N 27 degrees 49 minutes 12 seconds E 887.66 feet to an iron pin found;
- 6) N 27 degrees 50 minutes 04 seconds E 2552.06 feet to an iron pin found in the West corner of a 69.68 acre tract described in Volume 10831, Page 1499, of the said Deed Records for the North corner of the said 267.225 acre tract and the North corner of this tract;

THENCE S 62 degrees 09 minutes 49 seconds E 1272.89 feet to an iron pin found in the South corner of the said 69.68 acre tract and the West corner of a 178.32 acre tract conveyed to Springbrook Joint Venture by deed recorded in Volume 12606, Page 700 of the said Deed Records for an angle point of the said 267.225 acre tract and an angle point of this tract;

THENCE S 62 degrees 25 minutes 24 seconds E 1425.543 feet to an iron pin found on the Northwest line of Pflugerville Estates Section 5 as recorded in Book 84, Page 131A of the said Plat Records, in an ell corner of the said 178.32 acre tract for the East corner of the said 267.225 acre tract and the East corner of this tract;

THENCE S 28 degrees 24 minutes 48 seconds W 729.81 feet to an iron pin found in the West corner of the said Section 5 for an angle

point of the said 267.225 acre tract and an angle point of this tract;

THENCE S 63 degrees 31 minutes 20 seconds E 20.11 feet to an iron pin found in the North corner of a 58.444 acre tract conveyed to Harvey Schoen by deed recorded in Volume 10831, Page 836 of the said Deed Records for an angle point of the said 267.225 acre tract and an angle point of this tract;

THENCE S 27 degrees 28 minutes 43 seconds W 1120.07 feet to an iron pin found in the West corner of the said 58.444 acre tract and the North corner of a 58.87 acre tract conveyed to C. Schoen by deed recorded in Volume 10830, page 395 of the said Deed Records for an angle point of the said 267.225 acre tract and an angle point of this tract;

THENCE S 27 degrees 46 minutes 09 seconds W 1122.49 feet to an iron pin found in the West corner of the said 58.87 acre tract and the North corner of a 64.0664 acre tract conveyed to Walter Wendlandt et al by deed recorded in Volume 11815, page 163 of the said Deed Records for an angle point of the said 267.225 acre tract and an angle point of this tract;

THENCE S 27 degrees 43 minutes 35 seconds W 1196.28 feet to an iron pipe found on the Northeast line of a 67.93 acre tract of land conveyed to Ruth M. Mulenex, in the West corner of the said 64.0664 acre tract, for the South corner of the said 267.225 acre tract and the South corner of this tract;

THENCE 62 degrees 06 minutes 43 seconds W 232.35 feet to an iron pin found in the West corner of the said 67.93 acre tract and the East corner of a 33.941 acre tract conveyed to Ella Smith by deed recorded in Volume 13174, Page 1808 of the said Deed Records for an angle point of the said 267.225 acre tract and an angle point of this tract;

THENCE N 62 degrees 26 minutes 30 seconds W 433.61 feet to an iron pin found in the West corner of the said 33.941 acre tract and the East corner of a 33.97 acre tract conveyed to Carolyn Barron et al by deed recorded in Volume 8040, Page 578 of the said Deed Records for an angle point of the said 267.225 acre tract and an angle point of this tract;

THENCE N 61 degrees 58 minutes 56 seconds W 349.47 feet to a 60d nail found in a 7" hackberry tree for an angle point of the said 33.97 acre tract, and angle point of the said 267.225 acre tract, and an angle point of this tract;

THENCE N 62 degrees 14 minutes 23 seconds W 83.95 feet to an iron pin found in the West corner of the said 33.97 acre tract and the East corner of a 2.087 acre tract conveyed to Northtown M.U.D. by deed recorded in Volume 12390, Page 858 of the said Deed Records for an angle point of the said 267.225 acre tract and an angle point of this tract;

THENCE N 62 degrees 18 minutes 48 seconds W 436.95 feet to an iron pin found in an angle point of the said 267.225 acre tract and an

angle point of this tract;

THENCE N 61 degrees 35 minutes 48 seconds W 132.18 feet to an iron pin found in an angle point of the said 267.225 acre tract and an angle point of this tract;

THENCE N 62 degrees 20 minutes 05 seconds W 301.16 feet to an iron pin set in an angle point of the said 267.225 acre tract and an angle point of this tract;

THENCE S 88 degrees 12 minutes 04 seconds W 57.67 feet to an iron pin set in an angle point of the said 267.225 acre tract and an angle point of this tract;

THENCE S 27 degrees 46 minutes 06 seconds W 69.85 feet to an iron pin set in the North corner of Heatherwilde Boulevard as set out on the plat of Northtown Park Section 5 as recorded in Book 87, Page 35D of the said Plat Records for an ell corner of the said 267.225 acre tract and an ell corner of this tract;

THENCE N 62 degrees 02 minutes 47 seconds W 90.00 feet to an iron pin set in the West corner of Heatherwilde Boulevard for an ell corner of the said 267.225 acre tract and an ell corner of this tract;

THENCE S 27 degrees 57 minutes 13 seconds W with the Southwest line of Heatherwilde Boulevard 140.00 feet to an iron pin set in an ell corner of the said 267.225 acre tract for an ell corner of this tract;

THENCE N 62 degrees 02 minutes 47 seconds W 110.00 feet to an iron pin found for an angle point of the said 267.225 acre tract for an angle point of this tract;

THENCE S 27 degrees 57 minutes 13 seconds W 65.00 feet to an iron pin found for an angle point of the said 267.225 acre tract an angle point of this tract;

THENCE S 46 degrees 43 minutes 15 seconds W 209.56 feet to an iron pin found in the North corner of Northtown Park Section Two for an angle point of the said 267.225 acre tract an angle point of this tract;

THENCE S 70 degrees 53 minutes 25 seconds W with the Northwest line of the said Section Two 146.42 feet to an iron pin found for an angle point of the said 267.225 acre tract an angle point of this tract;

THENCE S 79 degrees 16 minutes 34 seconds W with the Northwest line of the said Section Two 394.84 feet to an iron pin found for an angle point of the said 267.225 acre tract an angle point of this tract;

THENCE S 37 degrees 44 minutes 53 seconds W 132.30 feet to the POINT OF BEGINNING containing 267.771 acres of land, more or less, SAVE AND EXCEPT 0.660 acre of land described in Volume 9672, Pages 408, 412, 416, 420 and 424 of the said Deed Records.

SAVE AND EXCEPT:

BEING A PART OF THAT CERTAIN 267.885 ACRE TRACT, WHICH IS OUT OF A 305.768 ACRES OF LAND CONVEYED TO THE RANNEY FAMILY PARTNERSHIP DATED JANURAY 2, 1990 AND RECORDED IN VOLUME 11095, PAGE 3, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.660 OF AN ACRE OF LAND BEING THE SAME LAND DESCRIBED AS FIVE SEPARATE TRACTS RECORDED IN VOLUME 9672, PAGE 427, 423, 419, 415 AND 411, OF THE REAL PROPERTY RECORDS, SAID 0.660 OF AN ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a steel pin set for the southwest corner of the tract herein described said corner bears N 37 degrees 09 minutes 17 seconds E, a distance of 3,071.86 feet from the southwest corner of the foresaid 305.768 acre tract;

THENCE, N 27 degrees 58 minutes 30 seconds E, a distance of 250.00 feet to a steel pin set for the northwest corner of this tract;

THENCE, S 62 degrees 01 minutes 30 seconds E, a distance 115.00 feet with the north line of this tract to a steel pin set for the northeast corner of this tract;

THENCE, S 27 degrees 58 minutes 30 seconds W, a distance of 250.00 feet with the east line of this tract to a steel pin set for the southeast corner of the tract herein described;

THENCE, N 62 degrees 01 minutes 30 seconds W, a distance of 115.00 feet, with the south line of this tract to the PLACE OF BEGINNING AND CONTAINING 0.660 of an acre of land.

AUSTIN SURVEYORS

P.O. BOX 180243
AUSTIN, TEXAS 78718

2105 JUSTIN LANE #103
(512) 454-6605

Accompaniment for plat 1155P

EXHIBIT "B"

FIELD NOTES FOR 11.985 ACRES

SAVE AND EXCEPT FROM THIS DECLARATION:

All that certain tract or parcel of land situated in the Alexander Walters Survey No. 67, A-791, Travis County, Texas and being part of a 267.771 acre tract of land conveyed to Continental Homes of Texas, L.P. by deed recorded in Volume 13310, Page 1431 of the real Property Records of Travis County, Texas, being all of Lot 40, Block K of the proposed Gaston-Sheldon Subdivision Section Two and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found on the proposed North right-of-way line of Darjeeling Drive, in the Southwest corner of Lot 1, Block K of the above mentioned proposed Section Two, in the Southeast corner of the above mentioned Lot 40 for the Southeast corner of this tract, from which point an iron pin found in the Northwest corner of Lot 17, Block FF, Gaston-Sheldon Subdivision Section One, recorded in Document No. 200100233 of the above mentioned Real Property Records, in the Northeast corner of Lot 18 in the above mentioned Block FF, in the West corner of a 57.583 acre tract of land conveyed to Claudine Shoen by deed recorded in Volume 10830, Page 395 of the said Real Property Records, and in an angle point of the above mentioned 267.771 acre tract bears S 62°13'51" E 381.17 feet and S 27°46'09" W 783.18 feet.

THENCE S 73°56'54" W with the proposed North right-of-way line of Darjeeling Drive 241.78 feet to an iron pin found in an angle point of the said Lot 40 for an angle point of this tract and the PC of a curve to the left, said curve having a radius of 1025.00 feet, and a central angle of 11°45'28".

THENCE with the arc of the said curve 210.34 feet, the long chord of which bears S 68°04'10" W 209.98 feet, to an iron pin found on the proposed North right-of-way line of Darjeeling Drive in an angle point of the said Lot 40 for an angle point of this tract and the PT of the said curve.

THENCE S 62°11'26" W with the North right-of-way line of the proposed Darjeeling Drive 265.00 feet to an iron pin found in an angle point of the said Lot 40 for an angle point of this tract and the PC of a curve to the right, said curve having a radius of 20.00 feet, and a central angle of 89°59'60".

THENCE with the arc of the said curve 31.42 feet, the long chord of which bears N 72°48'34" W 28.28 feet, to an iron pin found on the proposed East right-of-way line of Tudor House Road in an angle point of the said Lot 40 for an angle point of this tract and the PT of the said curve.

THENCE N 27°48'34" W with the proposed East right-of-way line of Tudor House Road 76.12 feet to an iron pin found in an angle point of the said Lot 40 for an angle point of this tract and the PC of a curve to the right, said curve having a radius of 438.00 feet, and a central angle of 44°34'57".

THENCE with the arc of the said curve 340.81 feet, the long chord of which bears N 05°31'06" W 332.28 feet, to an iron pin found on the proposed East right-of-way line of Tudor House Road in an angle point of the said Lot 40 for an angle point of this tract and the PT of the said curve.

THENCE N 16°46'22" E with the proposed East right-of-way line of Tudor House Road 556.17 feet to an iron pin found in an angle point of the said Lot 40 for an angle point of this tract and the PC of a curve to the left, said curve having a radius of 332.00 feet, and a central angle of 04°51'49".

THENCE with the arc of the said curve 28.18 feet, the long chord of which bears N 14°20'28" E 28.17 feet, to an iron pin found on proposed East right-of-way line of Tudor House Road, on the North Line of the above mentioned proposed Section Two, in the Northwest corner of the said Lot 40 for the Northwest corner of this tract and the PT of the said curve.

THENCE S 88°34'20" E with the North Line of the said proposed Section Two 121.49 feet to an iron pin found in an angle point of the said lot 40 for an angle point of this tract.

THENCE N 83°27'07" E with the North Line of the said proposed Section Two 227.45 feet to an iron pin found in an angle point of the said Lot 40 for an angle pint of this tract.

THENCE N 76°01'16" E with the North Line of the said proposed Section Two 47.29 feet to an iron pin found in an angle point of the said Lot 40 for an angle point of this tract.

THENCE S 86°04'29" E with the North Line of the said proposed Section Two 45.28 feet to an iron pin found in the Northeast corner of the said Lot 40 for the Northeast corner of this tract.

THENCE S 08°10'38" E 529.05 feet to an iron pin found in the Southwest corner of Lot 5 and the Northwest corner of Lot 4, Block K of the said proposed Section Two for an angle point of the said Lot 40 and an angle point of this tract.

THENCE S 15°43'17" E 61.07 feet to an iron pin found in the Southwest corner of Lot 4 and the Northwest corner of Lot 3, Block K of the said proposed Section Two for an angle point of the said Lot 40 and an angle point of this tract.

THENCE S 20°16'25" E 59.92 feet to an iron pin found in the Southwest corner of Lot 3 and the Northwest corner of Lot 2, Block K of the said proposed Section Two for an angle point of the said Lot 40 and an angle point of this tract.

THENCE S 22°38'49" E 97.41 feet to the POINT OF BEGINNING, containing 11.985 acres of land, more or less.

I, Claude F. Hinkle, Jr. , a Registered Professional Land Surveyor, do hereby certify that these field notes were prepared from an on-the-ground survey made under my supervision during April of 2002 and are correct to the best of my knowledge and belief.



Claude F. Hinkle, Jr.
Claude F. Hinkle, Jr.
R.P.L.S. No. 4629

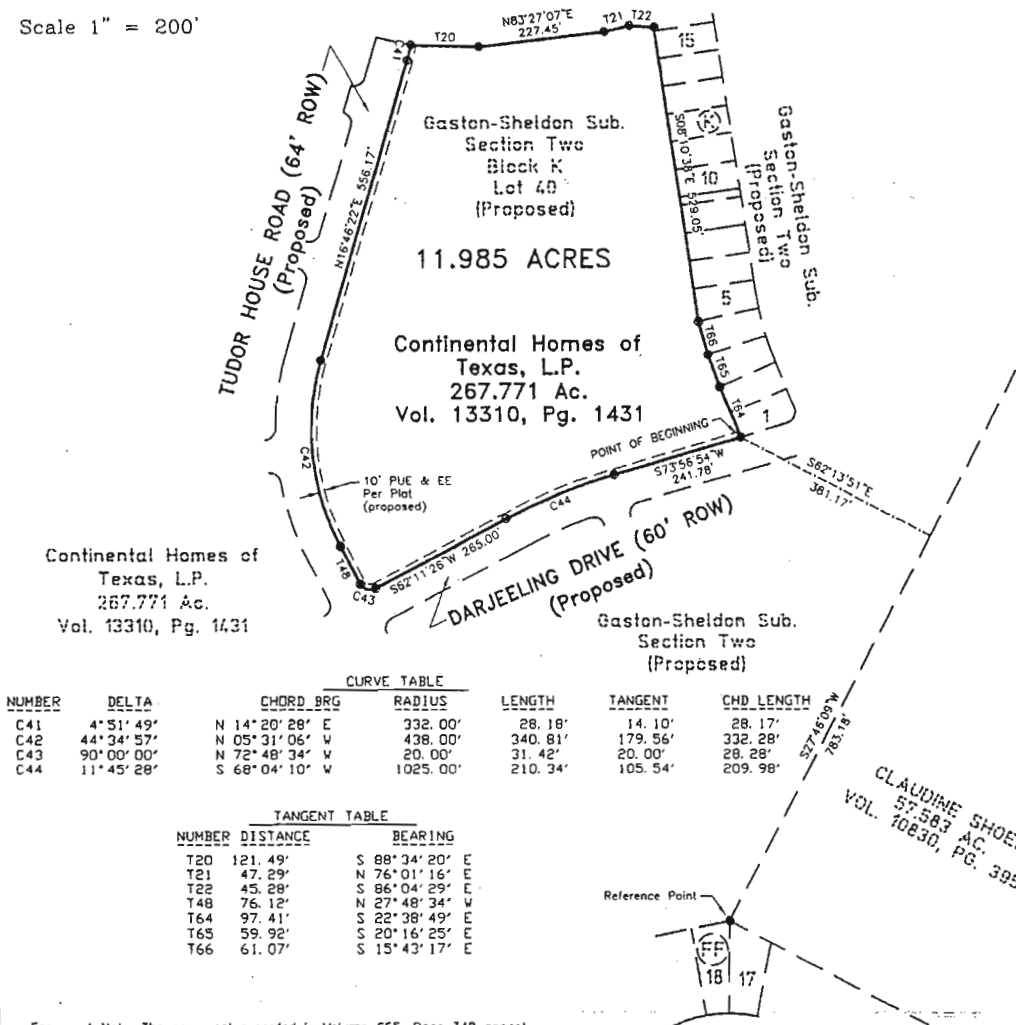
26 April
Date 1155.doc

Survey plat showing a 11.985 acre tract of land in the Alexander Waters Survey No. 67, A-791, Travis County, Texas



Continental Homes of
Texas, L.P.
267.771 Ac.
Vol. 13310, Pg. 1431

Scale 1" = 200'



Continental Homes of
Texas, L.P.
267.771 Ac.
Vol. 13310, Pg. 1431

Gaston-Sheldon Sub.
Section Two
(Proposed)

CURVE TABLE						
NUMBER	DELTA	CHORD_BRG	RADIUS	LENGTH	TANGENT	CHD LENGTH
C41	4° 51' 49"	N 14° 20' 28" E	332.00'	28.18'	14.10'	28.17'
C42	44° 34' 57"	N 05° 31' 06" W	438.00'	340.81'	179.56'	332.28'
C43	90° 00' 00"	N 72° 48' 34" W	20.00'	20.00'	31.42'	28.28'
C44	11° 45' 28"	S 68° 04' 10" W	1025.00'	210.34'	105.54'	209.98'

TANGENT TABLE		
NUMBER	DISTANCE	BEARING
T20	121.49'	S 88° 34' 20" E
T21	47.29'	N 76° 01' 16" E
T22	45.28'	S 86° 04' 29" E
T48	76.12'	N 27° 48' 34" W
T64	97.41'	S 22° 38' 49" E
T65	59.92'	S 20° 16' 25" E
T66	61.07'	S 15° 43' 17" E

CLAUDINE SHOEN
57.583 AC.
VOL. 10830, PG. 395

Reference Point

GASTON-SHELDON SUB
SECTION ONE
DOC# 200100233

Easement Note: The easement recorded in Volume 655, Page 348 cannot be located due to a poor description. The easements recorded in Volume 2134, Page 182 and Volume 2134, Page 256 do not affect this tract.

I, Claude F. Hinkle, Jr., a Registered Professional Land Surveyor, do hereby certify that this plat accurately represents the results of an on-the-ground survey made under my supervision during April of 2002 and is correct to the best of my knowledge and belief. Except as shown hereon, there are no visible easements, protrusions, encroachments, discrepancies, nor shortages in area or boundary. Except as shown hereon, this tract does not lie within the limits of the 100-year flood plain as identified on the Flood Insurance Rate Map Panel No. 48453C0115 E, effective date June 16, 1999.

The word "certify" as used herein is understood to be an expression of professional opinion by this surveyor and is based on his knowledge and belief.

LEGEND

- Iron Pin Set
- Iron Pin Found
- PUE Public Utility Easement
- EE Electric Easement



Claude F. Hinkle, Jr.
26 Apr 02

File No.: 1155P	Designed By: dhw
Job No.: 1155-100.01	Drawn By: dhw
Date: April, 2002	Checked By:
Scale: 1" = 200'	Revised:

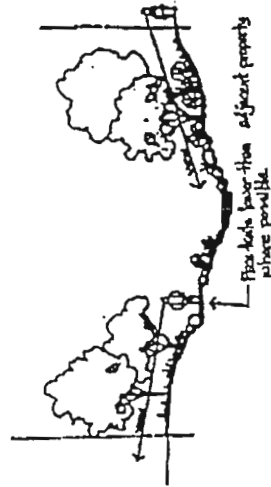
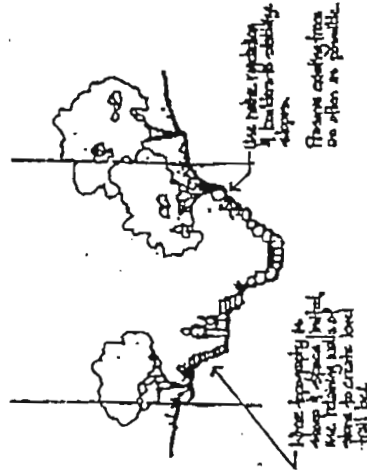
AUSTIN SURVEYORS
2105 Justin Lane #103
Austin, Texas 78757
512-454-6605

EXHIBIT "B-1"

Examples of IMPLEMENTATION

STRATEGIES to achieve the stated Design Concepts are:

1. Maintain the health of the existing vegetation by pruning as required for health and to remove dead and diseased plants.
2. When additional plantings are needed for revegetation or enhancement, utilize informal planting patterns and groupings to more closely blend with the existing vegetation.
3. Extend trails throughout the parkland system along the creek whenever possible, providing access to public streets and rights-of-way for ease of entry and quick identification.
4. Provide overlooks and resting places along the trails at areas of particular beauty and interest.
5. Use a combination of stones and boulders to stabilize slopes and the creek bed.
6. Construct short walls of hidden-mortar stone/rubble walls or vertically placed wooden piers for abrupt slope changes.
7. Combine structural creek improvements with trail construction whenever possible.
8. Allow the character of plantings and construction to reflect the character of the areas in which they are placed, i.e. more finished in appearance nearer roads, more rustic and unfinished in remote areas.



CREEK EDGES

Because the primary physical feature of the parkland system is the intermittent creek, special attention to how the banks and bed of the creek are handled is required. In most instances the flow line, or depth, of the creek is fixed due to the drainage requirements of the development. Therefore, alteration of the bed of the creek which would alter flows or create pools must be carefully considered and planned to avoid causing a backup of water or stagnant pools.

In some areas, the creek has lost its "creek" identity and needs to be visually reclaimed. In others, the creek has retained a pristine look, but needs concentration on bank stabilization and the prevention of erosion and loss of vegetation.

In general, the DESIGN CONCEPTS for creek edge treatment are:

1. Maintain existing vegetation wherever possible.
2. Encourage pedestrian access from adjacent public and private lands for public enjoyment.
3. Revegetate disturbed creek edge zones as soon as possible with native grasses, trees and shrubs.
4. Maintain and enhance views into and from the creek zones.
5. Utilize 'soft' engineering solutions for bank stabilization, drainage control, etc.

EXHIBIT "B-2"
PAGE 1 OF 2

appreciated. Many acres of maintained land is available to provide passive recreation areas, community gardens, long distance vistas and even to provide a general feeling of larger space for individual home yards.

However, the typical pattern of privacy fencing surrounding each lot projects a 'no man's land' image, where not only is it not inviting, it feels downright unfriendly. This impression of abandonment has the unfortunate potential to encourage vandalism or other unacceptable behaviors. Also, it makes narrow greenbelt-locations, which in some instances are narrow in width, feel even smaller and tunnel-like.

By opening up to these public spaces, even in a symbolic way, individual lots can not only take advantage of this available space for bigger and better views and feelings of spaciousness, but will help in the long run to make it more acceptable and safe for residents of Northtown to use. The more visible an area is, it is more likely that acceptable uses will occur within it.

Commercial developments adjacent to the greenbelt system, due to their larger size, have more flexibility in the development of site plans to address the creekside areas. Setbacks, buffer zones, and landscape easements can be incorporated into plans to be a part of the on a site. The emphasis of the connection to the parkland recreational system as an employee benefit can be a plus for businesses.

It is recognized that by the very nature of the lay of the land in Northtown, low site areas for stormwater detention and treatment will be next to the creek environment, and outlet structures may extend into the channels in some instances. How these detention-related facilities are planned and implemented can have a significant impact on the visual and physical environment of the creek.

ADJACENT DEVELOPMENT

Properties which are located adjacent to the parkland system have the opportunity to take advantage of the attractive environment, recreational amenities and trails provided, but are also important in the preservation and enhancement of the beauty of this asset. In this regard, planning for adjacent sites should take into account what the visual and physical effects of site development will be on the creek environment. Because the greenbelt system is and will continue to be a well-used resource for the Northtown HUD community, it has potential to be much more than the 'back side' of commercial and residential developments and should be treated accordingly.

The following DESIGN CONCEPTS recommended for sites adjacent to the creek and parkway system are:

1. Provide and promote access and views into the creek and trail system.
2. Avoid placing unattractive site elements immediately adjacent to the greenbelt.
3. Design sites with equal consideration to their appearance from the greenbelt as from the street.

In recognition of the two major types of development which will occur next to the creek environment, the following Implementation Strategies for Residential and Commercial development are offered.

The park system in Northtown is an asset which is not only underused, it is also under

EXHIBIT "B-2"

PAGE 2 OF 2

use vegetative screening as much as possible.
Take advantage of and integrate attractive natural site features such as trees, creeks, rock outcroppings, etc. into design plans whenever possible.

8.

To achieve the Design Concepts stated above, the following Commercial IMPLEMENTATION STRATEGIES are offered.

1. Maintain wherever possible a 20' Landscape Easement along all property lines adjacent to parklands and greenbelts.
2. Plant native or adapted species from the lists provided in the glossary within the easement in adjacent site areas.
3. Keep the height of all berms and walls for drainage & detention structures as low-profile as possible.
 - a. Keep berms less than 3' in height and with a maximum 3:1 slope.
 - b. Use a combination of berms and low walls to achieve required depths within detention ponds.
 - c. Landscape side slopes and basins of detention and sedimentation ponds.
 - d. Landscape side slopes of filtration ponds.
 - e. Place sand filtration ponds in areas not visible to users of the greenbelt.
4. Use materials from the Site Vocabulary lists for visible structures, such as native or rubble stone walls, wood, warm-tone or large-aggregate concretes, etc.
5. Provide access by pathways to the greenbelt system. Consider sharing access methods and features with adjacent commercial sites.
6. Screen dumpsters and water/wastewater equipment, transformer pads, etc. from creekside views and prevent debris from blowing into the park.
7. Avoid views into loading docks, garages and parking lots from the park path -

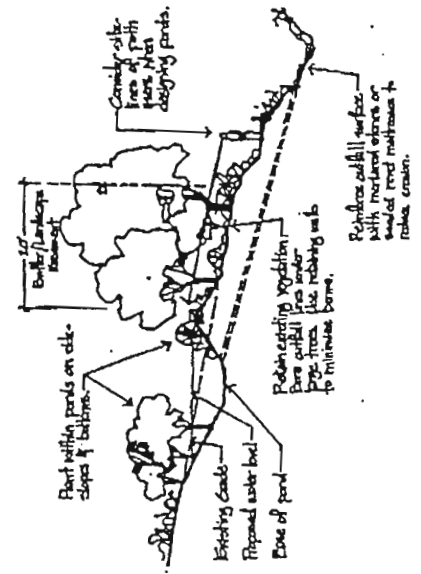
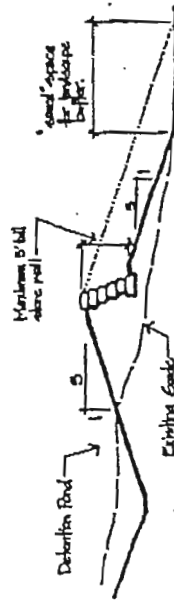
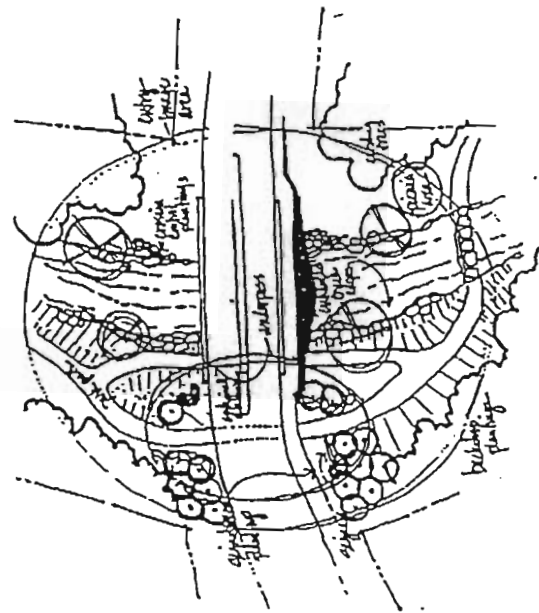


EXHIBIT "B-3"
PAGE 1 OF 2

3. Incorporate beds of seasonal annuals to provide bright spots of color at the ground plane.
Space plants closely and with strong forms to emphasize their overall impact. Plan for eventual installation of lighting standards for nighttime illumination and identification.
Where land formations are limiting because of topography, available space, etc., consider utilizing adjacent private lands for planting layout.
4. Call attention to pedestrian trails and crosswalks to provide safety from pedestrian/automobile conflicts.
5. The methods suggested to implement the Design Concepts are grouped according to intersection type and are illustrated for specific intersections in some cases. For intersections not illustrated, implementation should follow the same basis principles.
6. In addition to pedestrian underpasses (when existing), provide access to the park path from these intersections.
7. Locate park Informational signage which includes an overall layout of the park system at these major nodes. Always consider sight lines and safety issues by not blocking clear views or creating unsafe conditions.
8. Create a planting 'Signature' common to all Major Intersections by repeating plant species and planting layouts.
9. Utilize a variety of plants, selected with different blooming periods in mind to extend the flowering periods.



1. Create a planting 'Signature' common to all Major Intersections by repeating plant species and planting layouts.
2. Utilize a variety of plants, selected with different blooming periods in mind to extend the flowering periods.

ROADWAY INTERSECTIONS

There are a number of locations where the parkway system and paths intersect roadways. Generally, these intersections can be described as Major Street Intersections where the park identity is very strong.

Minor intersections, where the park is not as visible, or Street Edges where there is a more linear contiguous relationship,

The very nature of this greenbelt layout, mostly located to the back of residential and commercial lots, makes it difficult for potential users to be aware of its presence and how to access it. These intersections can help provide opportunities not only for direct access to the path system from streets and sidewalks, but also as locations to emphasize the identity of the park. Making the most of these limited opportunities for visibility is important to the long term use and viability of the park.

- The DESIGN CONCEPTS for park/roadway intersections are:
1. Create a visual identity for the park system with identifiable landmarks or features.
 2. Provide pedestrian access to the park from adjacent streets and sidewalks.
 3. Locate informational signage for the park and trail system.

EXHIBIT "B-3"
PAGE 2 OF 2

Minor Intersections are those located in areas which are not as highly visible or heavily traveled as Major Intersections, but may still provide important functions for access to and identification of the park system. Their overall layout is similar to Major Intersections, but is scaled down to adapt to the surrounding residential or commercial neighborhood.

Street Edges are treated differently than Intersections because, while they are important locations for park identification, they do not represent nodes or specific destinations.

Minor Intersection IMPLEMENTATION STRATEGIES are:

1. Create a planting 'Signature' which utilizes some of the same species and layout patterns established at Major Intersections, but which is smaller in area and numbers of plantings.
2. Try to incorporate similar planting species as are found in the surrounding or nearby streetscape.
3. Provide signage for the park system for users to quickly identify their current location and potential destinations.
4. Provide pedestrian access to the park path directly from existing sidewalks and streets.
5. Consider including benches and litter containers at these locations for users' comfort and to help keep the park system clean.

IMPLEMENTATION GUIDELINES for Street Edges are:

1. Utilize linear planting patterns utilizing similar 'Signature' tree plantings as found at Intersections.
2. Select plants which allow views into the park and do not act as visual screens.
3. Where the park path intersects the street or existing sidewalk, alter plantings to incorporate trees, shrubs and groundcovers to help visually identify these locations.

EXHIBIT "B-4"

PAGE 1 OF 2

GLOSSARY

05-21-02 05:06pm From-Armbrust & Brown L.L.P.

DESCRIPTION & USES

TREES

NAME - COMMON BOTANICAL

NAME - COMMON	BOTANICAL	DESCRIPTION & USES
Bald Cypress	<i>Taxodium distichum</i>	Tall conical tree, good for wet localions
Bois d'Arc	<i>Maclura pomifera</i>	Good creekbank tree, large green fruits
Caddo Maple	<i>Acer saccharum</i>	Shade tree with good fall color
Carolina Buckhorn	<i>Rhamnus caroliniana</i>	Evergreen tree to 30'
Cottonwood	<i>Populus deltoides</i>	Large shade tree, moist areas (cottonless suggested)
Creek Plum	<i>Fernus rivalaris</i>	Understory, early spring blooming, moist localions
Desert Willow	<i>Chilopsis linearis</i>	Small tree with willow-like leaves, pink orchid-like blooms all summer
Elderberry	<i>Sambucus canadensis</i>	Shrubby naturalizing plant for wet localions
Eye's Necklace	<i>Sophora affinis</i>	Good thicket tree, grows narrow & tall
False Indigo	<i>Amorpha fruticosa var angustifolia</i>	Small, purple blooming
Mexican Buckeye	<i>Ungadia speciosa</i>	Understory native, with purple, sweet scented blossoms
Mexican Plum	<i>Prunus mexicana</i>	Small understory tree with early white blooms
Pecan	<i>Carya illinoensis</i>	Shade tree, good in moist areas
Redbud	<i>Cercis texensis</i>	Small, spring flowering tree, accent
Roughleaf Dogwood	<i>Cornus drummondii</i>	Shady, moist localions
Scarlet Buckeye	<i>Ascutellus pavala var pavla</i>	Small, pink, sweet smelling early spring blooms; understory plant
Smooth Sumac	<i>Rhus lariccolata</i>	Colonizing, bank stabilization, good fall color
Soapberry (Chinaberry)	<i>Sapindus saponaria var drummondii</i>	Naturalizing tree
Sycamore	<i>Platanus occidentalis</i>	Large shade tree, white, mottled bark, moist or dry areas
Texas Ash	<i>Fraxinus texensis</i>	Shade tree
Wax Myrtle	<i>Myrica cerifera</i>	Evergreen small tree, good for moist localions

SHRUBS

American Beautyberry	<i>Callicarpa americana</i>	Large, shady area plant with purple berries in winter
Aromatic Sumac	<i>Rhus aromatica</i>	
Blue Beneset	<i>Eupatorium coelestinum</i>	
Blue Mealy Sage	<i>Salvia farinacea</i>	
Bullon Bush	<i>Cephalanthus occidentalis</i>	good for wet ground
Cherry Sage	<i>Salvia greggii</i>	
Flame Acanthus	<i>Anisacanthus wrightii</i>	
Honeysuckle Bush	<i>Lonicera albiflora</i>	
Lantana	<i>Lantana horrida & species</i>	
Pavonia	<i>Pavonia lasiopetala</i>	
Prickly Pear	<i>Opuntia phaeacantha</i>	

Shrubs, continued

NAME - COMMON	BOTANICAL	DESCRIPTION & USES
Red Yucca	<i>Hesperaloe parviflora</i>	
Prickly Pear	<i>Opuntia phaeacantha</i>	
Red Yucca	<i>Hesperaloe parviflora</i>	
Spiderwort	<i>Tradescantia sp</i>	
Texas Sage (Centzo)	<i>Leucophyllum frutescens</i>	
Turk's Cap	<i>Malvaviscus drummondii</i>	

VINES / GROUNDCOVERS

Coral Honeysuckle	<i>Lonicera sempervirens</i>	
Leatherflower	<i>Clematis plicata</i>	
Snapdragon Vine	<i>Maurandya antirrhiniflora</i>	
Trumpet Vine	<i>Campsis radicans</i>	
Virginia Creeper	<i>Parthenocissus quinquefolia</i>	

05-21-02

05:07pm

From-Armbrust & Brown L.L.P.

512 435 2360

1-039 P.030/030 1710

EXHIBIT "B-5"

SITE VOCABULARY

Seating/Picnic Facilities

Recreational Amenities

Fences & Walls

Signage

Creek Bank Stabilization

Pathways & Overlooks

Construction materials i.e. stone walls, weathered woods, flagstones, warm-tone concretes, bench types, trail materials, etc.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

05-24-2002 11:18 AM 2002096768
FERGUSONL \$67.00
DANA FERGUONL COUNTY CLERK
TRAVIS COUNTY, TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

NOTICE OF ANNEXATION/ADDITION OF LAND TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

DANA DEBEAUVRE, COUNTY CLERK
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, by instrument dated August 7, 2001, Continental Homes of Texas, L. P., a Texas limited partnership doing business as Milburn Homes ("Declarant"), imposed a certain Declaration of Covenants, Conditions, and Restrictions recorded as Document No. 2001132293, Real Property Records of Travis County, Texas (the "Declaration") upon Brookfield, a subdivision of record in Travis County, Texas (the "Property");

WHEREAS, Declarant filed an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Brookfield ("Amended Declaration") on May 24, 2002, executed by Continental Homes of Texas, L.P., a Texas limited partnership doing business as Milburn Homes ("Declarant") recorded in Clerk's Document No. 2002096768, Official Real Property Records of Williamson County, Texas

WHEREAS, Declarant desires to add a tract of land, already encumbered by both the Declaration and Amended Declaration, in its plat form to the Property: Said plat is known as:

Gaston-Sheldon Subdivision, Section Two, a subdivision in Travis County, Texas, according to the map or plat of record as Document No. 200200117, Plat Records of Travis County, Texas ("Section Two");

WHEREAS, pursuant to Section 2.02 of the Amended Declaration, Declarant may, at any time, and from time to time, add land as described in said Section.

WHEREAS, Declarant desires to add Section Two to the Declaration such that all land within Section Two shall be fully bound and governed by, and subject to, the Amended Declaration.

NOW, THEREFORE, Declarant hereby (i) confirms that Section Two is a portion of the land described in Section 2.02 of the Declaration and (ii) declares that Section Two shall be held, sold, conveyed and occupied subject to the easements, restrictions, covenants, conditions, assessments, liens, charges and other terms (collectively, the "Restrictions") stated in the Amended Declaration and such Restrictions shall run with the land of Section Two or any part thereof, and shall be binding upon all parties having any right, title or interest in and to Section Two or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof and to the Association (as defined in the Amended Declaration) and (iii) that any deed, contract or other document purporting to convey any right, title or interest in or to Section Two, or any portion thereof shall be conclusively held to have been executed, delivered and accepted subject to the Restrictions regardless of whether the same are set out or referred to in said deed, contract or other document.

IN WITNESS WHEREOF, Declarant has executed this instrument to be effective on the 14th day of June, 2002.

DECLARANT:

CONTINENTAL HOMES OF TEXAS, L. P.,
(a Texas limited partnership)

By: CHTEX of Texas, Inc.,
(a Delaware corporation),
its sole General Partner

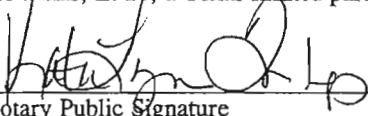
By: Burwell B. McClendon, III
Burwell B. McClendon, III
Secretary

ORIGINAL
FILED FOR RECORD

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on June 14, 2002, by Burwell B. McClendon, III, Secretary of CHTEX of Texas, Inc., a Delaware corporation, General Partner of Confident Homes of Texas, L. P., a Texas limited partnership, on behalf of said partner.





Notary Public Signature

AFTER RECORDING, RETURN TO:

Milburn Homes
Attn: Legal Department
12554 Riata Vista Circle, Second Floor
Austin, Texas 78727

COPY

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBorja
**NOTICE OF ADDITION OF LAND TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**
DANA DEBORJA, COUNTY CLERK
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT WHEREAS, by instrument dated August 7, 2001, Continental Homes of Texas, L. P., a Texas limited partnership doing business as Milburn Homes ("Declarant"), imposed a certain Declaration of Covenants, Conditions, and Restrictions recorded as Document No. 2001132293, Real Property Records of Travis County, Texas (the "Declaration") upon Brookfield, a subdivision of record in Travis County, Texas (the "Property");

WHEREAS, Declarant desires to add a tract of land, already encumbered by the Declaration, in its platted form to the Property. Said plat is known as:

Gaston-Sheldon Subdivision, Section One, a subdivision in Travis County, Texas, according to the map or plat of record as Document No. 200100233, Plat Records of Travis County, Texas ("Section One");

WHEREAS, pursuant to Section 2.02 of the Declaration, Declarant may, at any time, and from time to time, add land as described in said Section.

WHEREAS, Declarant desires to add Section One to the Declaration such that all land within Section One shall be fully bound and governed by, and subject to, the Declaration.

NOW, THEREFORE, Declarant hereby (i) confirms that Section One is a portion of the land described in Section 2.02 of the Declaration and (ii) declares that Section One shall be held, sold, conveyed and occupied subject to the easements, restrictions, covenants, conditions, assessments, liens, charges and other terms (collectively, the "Restrictions") stated in the Declaration and such Restrictions shall run with the land of Section One or any part thereof, and shall be binding upon all parties having any right, title or interest in and to Section One or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof and to the Association (as defined in the Declaration) and (iii) that any deed, contract or other document purporting to convey any right, title or interest in or to Section One, or any portion thereof shall be conclusively held to have been executed, delivered and accepted subject to the Restrictions regardless of whether the same are set out or referred to in said deed, contract or other document.

IN WITNESS WHEREOF, Declarant has executed this instrument to be effective on the 12th day of September, 2001.

DECLARANT:

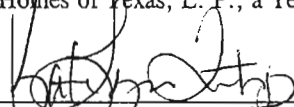
CONTINENTAL HOMES OF TEXAS, L. P.,
(a Texas limited partnership)

By: CHTEX of Texas, Inc.,
 (a Delaware corporation),
 its sole General Partner

By: *Burwell B. McClendon, III*
 Burwell B. McClendon, III
 Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on September 12, 2001, by Burwell B. McClendon, III, Secretary of CHTEX of Texas, Inc., a Delaware corporation, General Partner of Continental Homes of Texas, L. P., a Texas limited partnership, on behalf of said partnership.



Notary Public Signature

(SEAL)



AFTER RECORDING, RETURN TO:

Milburn Homes
Attn: Legal Department
12554 Riata Vista Circle, Second Floor
Austin, Texas 78727

NOTICE OF ANNEXATION/ADDITION TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
BROOKFIELD

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, by instrument dated August 7, 2001, Continental Homes of Texas, L.P., a Texas Limited Partnership doing business as Milburn Homes ("Declarant"), imposed a certain Master Declaration of Covenants, Conditions, and Restrictions recorded as Document No. 2001132293, Real Property Records of Travis, County, Texas (the "Declaration") upon Brookfield, a subdivision of record in Travis County (the "Property");

WHEREAS, Declaration filed an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Brookfield ("Amended Declaration") on May 24, 2002, executed by Continental Homes of Texas, L.P., a Texas limited partnership doing business as Milburn Homes ("Declarant") recorded in Clerk's Document No. 2002096768, Official Real Property Records of Williamson County, Texas.

WHEREAS, Declarant desires to add an additional tract of land to the Property, which is presently encumbered by both the Declaration and Amended Declaration, in its plat form to the Property: Said plat is known as:

Gaston-Sheldon Subdivision, Section Four, a subdivision in Travis County, Texas, according to the map or plat of record in Document No. 200200076, Plat Records of Travis County, Texas ("Section Four");

WHEREAS, pursuant to Section 2.02 of the Declaration, Declarant may, at any time, and from time to time, add land as described in said Section.

WHEREAS, Declarant desires to add Section Four to the Declaration such that all land within Section Four shall be fully bound and governed by, and subject to, the Amended Declaration.

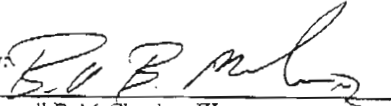
NOW, THEREFORE, Declarant hereby (i) confirms that Section Four is a portion of Section 2.02 shall be held, sold, conveyed and occupied subject to the easements, restrictions, covenants, conditions, assessments, liens, charges and other terms (collectively, the "Restrictions") stated in the Declaration and such Restrictions shall run with the land of Section Four or any part thereof, and shall be binding upon all parties having any right, title or interest in and to Section Four or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof and to the Association (as defined in the Declaration) and (iii) that any deed, contract or other document purporting to convey any right, title or interest in or to Section Four, or any portion thereof shall be conclusively held to have been executed, delivered and accepted subject to the Restrictions regardless of whether the same are set out or referred to in said deed, contract or other document.

IN WITNESS WHEREOF, Declarant has executed this instrument to be effective on the 30th day of June 2003.

DECLARANT:

CONTINENTAL HOMES OF TEXAS, L. P.,
a Texas limited partnership

By: CHTEX of Texas, Inc., a Delaware
corporation, its sole General Partner

By: 
Burwell B. McClendon, III
Secretary

NOTICE OF ANNEXATION/ADDITION TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
BROOKFIELD

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT WHEREAS, by instrument dated August 7, 2001, Continental Homes of Texas, L.P., a Texas Limited Partnership doing business as Milburn Homes ("Declarant"), imposed a certain Master Declaration of Covenants, Conditions, and Restrictions recorded as Document No. 2001132293, Real Property Records of Travis, County, Texas (the "Declaration") upon Brookfield, a subdivision of record in Travis County (the "Property");

WHEREAS, Declaration filed an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Brookfield ("Amended Declaration") on May 24, 2002, executed by Continental Homes of Texas, L.P., a Texas limited partnership doing business as Milburn Homes ("Declarant") recorded in Clerk's Document No. 2002096768, Official Real Property Records of Williamson County, Texas.

WHEREAS, Declarant desires to add an additional tract of land to the Property, which is presently encumbered by both the Declaration and Amended Declaration, in its plat form to the Property: Said plat is known as:

Gaston-Sheldon Subdivision, Section Two-A, A Replat of Lots 25-30, Block FF, and Lots 1-15, Block GG, and Lot 15, Block H of Gaston-Sheldon Subdivision Section Two, a subdivision in Travis County, Texas, according to the map or plat of record in Document No. 200200322, Plat Records of Travis County, Texas ("Section Two-A");

WHEREAS, pursuant to Section 2.02 of the Declaration, Declarant may, at any time, and from time to time, add land as described in said Section.

WHEREAS, Declarant desires to add Section Two-A to the Declaration such that all land within Section Two-A shall be fully bound and governed by, and subject to, the Amended Declaration.

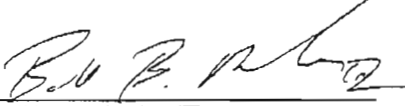
NOW, THEREFORE, Declarant hereby (i) confirms that Section Two-A is a portion of Section 2.02 shall be held, sold, conveyed and occupied subject to the easements, restrictions, covenants, conditions, assessments, liens, charges and other terms (collectively, the "Restrictions") stated in the Declaration and such Restrictions shall run with the land of Section Two-A or any part thereof, and shall be binding upon all parties having any right, title or interest in and to Section Two-A or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof and to the Association (as defined in the Declaration) and (iii) that any deed, contract or other document purporting to convey any right, title or interest in or to Section Two-A, or any portion thereof shall be conclusively held to have been executed, delivered and accepted subject to the Restrictions regardless of whether the same are set out or referred to in said deed, contract or other document.

IN WITNESS WHEREOF, Declarant has executed this instrument to be effective on the 30 day of June 2003.

DECLARANT:

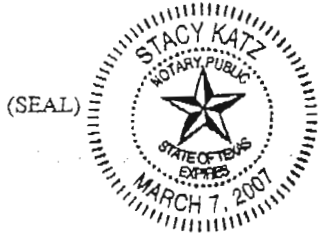
CONTINENTAL HOMES OF TEXAS, L. P.,
a Texas limited partnership

By: CHTEX of Texas, Inc., a Delaware
corporation, its sole General Partner

By: 
Burwell B. McClendon, III
Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on June 30, 2003, by Burwell B. McClendon, III, Secretary of CHTEX of Texas, Inc., a Delaware corporation, General Partner of Continental Homes of Texas, L. P., a Texas limited partnership, on behalf of said partnership.



Stacy Katz

Notary Public Signature

AFTER RECORDING, RETURN TO:

Milburn Homes
12554 Riata Vista Circle
Second Floor/ Legal Dept
Austin, Texas 78727

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir
07-01-2003 10:40 AM 2003148458
ZAVALAR \$11.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS