

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS THE HOMESTEAD SECTION FIVE

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, THE HOMESTEAD CORPORATION, a Texas corporation ("Declarant") is the sole owner of certain real property located in Travis County, Texas, as more particularly described as THE HOMESTEAD SECTION FIVE, a subdivision of record in Travis County, Texas, according to the map or plat of record in Book 94, Pages 198 through 200, Plat Records of Travis County, Texas, as partially resubdivided by THE RESUBDIVISION OF LOTS 3 AND 4 THE HOMESTEAD SECTION FIVE, a resubdivision of record in Travis County, Texas, according to the map or plat of record in Book 94, Pages 388 through 389, Plat Records of Travis County, Texas (collectively the "Property"); and

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

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property.

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. Declarant. "Declarant" shall mean The Homestead Corporation, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of The Homestead Corporation, as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

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

1.05. Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

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

1.07. Owner. "Owner" or "Owners" shall mean the person(s), entity or entities, excluding Declarant, holding a fee simple interest in any portion of the Property, but shall not include the mortgagee of a mortgage covering any portion of the Property given to secure the payment of a debt.

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

1.09. Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.10. Plat. "Plat" shall mean the subdivision plat of THE HOMESTEAD SECTION FIVE, a subdivision of record in Travis County, Texas, according to the map or plat of record in Book 94, Pages 198 through 200, Plat Records of Travis County, Texas, as partially resubdivided by THE RESUBDIVISION OF LOTS 3 AND 4 OF THE HOMESTEAD SECTION FIVE, a resubdivision of record in Travis County, Texas, according to the map or plat of record in Book 94, Pages 388 through 389, Plat Records of Travis County, Texas.

1.11. The Restrictions. The "Restrictions" shall mean this Declaration, as the same may be amended from time to time.

1.12. Resubdivided Plat. The "Resubdivided Plat" shall mean THE RESUBDIVISION OF LOTS 3 AND 4 OF THE HOMESTEAD SECTION FIVE, a subdivision of record in Travis County, Texas, according to the map or plat of record in Book 94, Pages 388 through 389, Plat Records of Travis County, Texas.

1.13. Subdivision. "Subdivision" shall mean THE HOMESTEAD SECTION FIVE, a subdivision of record in Travis County, Texas, according to the map or plat of record in Book 94, Pages 198 through 200, Plat Records of Travis County, Texas, as partially resubdivided by THE RESUBDIVISION OF LOTS 3 AND 4 OF THE HOMESTEAD SECTION FIVE, a resubdivision of record in Travis County, Texas, according to the map or plat of record in Book 94, Pages 388 through 389, Plat Records of Travis County, Texas.

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. Development by Owner. Any Owner may divide or subdivide a Lot into any number of lots with the advanced written consent of the Architectural Committee; provided, however, that no lot created as a result of a division or resubdivision of any Lot shall be less than two (2) acres and all subdivisions must be platted in accordance with all applicable governmental rules, regulations and requirements.

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. 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.

3.02. Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon.

3.03. 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.

3.04. 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.

3.05. Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, 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) dogs and cats, in the aggregate, or four (4) horses. Notwithstanding any other provision in this Section 3.05 to the contrary, if any member of an Owner's family is under nineteen (19) years of age and a bona fide member of a 4-H Club or the Future Farmers of America (the "Club"), then each such member may raise and maintain one (1) animal ("Club Animal") as part of any agricultural competition or project sponsored by the Club or in which the Club is a participant; provided, however, that at no time shall there be more than three (3) Club Animals on any Lot. No animal, including Club Animals, shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No animal, including Club Animals, 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. Club 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 public or private thoroughfare adjacent to the Property.

3.06. 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. The Architectural Control Committee shall be entitled to designate the type and location of any refuse, garbage, or trash containers or apparatus.

3.07. 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.

3.08. Antennae. No exterior radio or television antenna, aerial, or satellite dish or receiver shall be erected or maintained without the prior written approval of the Architectural Committee. The Architectural Committee will not unreasonably withhold approval of any proposed satellite dish which is designed for television reception purposes, but the Architectural Committee may deny approval of any other proposed antenna, aerial, or receiver in its sole and absolute discretion.

3.09. Signs. No sign of any kind shall be displayed for public view on any Lot without the prior written approval of the Architectural Committee, except for signs which are part of Declarant's overall marketing or construction plans or activities for the Property.

3.10. Dead or Damaged Vegetation. Dead or damaged trees or other vegetation, which might create a hazard to the Property or persons within the Subdivision shall be promptly removed and repaired. If not removed by the Owner within thirty (30) days after written request by the Declarant or the Architectural Committee, the Declarant or Architectural Committee may remove or cause to be removed such dead or damaged trees or other vegetation at the Owner's expense and shall not be liable for any damage caused by such removal. Vacant lots shall be mowed and maintained in appearance by the Owner.

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.

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, 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. 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 construction equipment, construction materials, lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, or scrape or 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 aircraft shall be permitted on any portion of the Property; provided, however, that aircraft designed to respond to medical emergencies shall be permitted to temporarily land and depart from the Property in response to a medical or life-threatening emergency. 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. Compliance with the Restrictions. Each Owner shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Declarant, the Architectural Committee or by an aggrieved Owner.

3.16. 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 shall be improved and used solely for single family residential use, inclusive of a garage, fencing and such other Improvements as are necessary or customarily incident to residential use. Home offices are permitted.

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. Height. No Improvement greater than thirty-five (35) feet in height may be constructed on any Lot.
- 4.05. Fences and Driveways. The design, construction materials, height and location of all fences shall be approved by the Architectural Committee. Wire fences and privacy fences will not be permitted adjacent to any public right of way. The Owner of each Lot shall construct, at its sole cost and expense and prior to occupying any improvement located on the Lot, a driveway which is paved with asphalt and which is located and designed in conformance with the approved Plans and Specifications.
- 4.06. Dwelling Size; Building Materials. All single family residences shall contain not less than 2,000 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 unless otherwise approved the Architectural Committee. All projections from a residence 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.
- 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. 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.
- 4.09. 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. Setback Requirements. The front setback for any Improvement constructed on a Lot shall be at least twenty-five (25) feet from the property line of the Lot adjacent to any public or private thoroughfare, and at least twenty (20) feet from all other property lines of said Lot. Notwithstanding the foregoing provision, fences may be constructed to the property line of any Lot.
- 4.12. Private Wastewater Disposal Systems. Private wastewater disposal systems shall be constructed or allowed to remain or to be used on any Lot only when approved as to design, capacity, location and construction by all

appropriate public health agencies, including, but not limited to the Travis County Health Department. Prior to Owner's occupancy of any single family residential structure constructed upon a Lot, Owner shall be obligated to deliver to Declarant a letter from the relevant governmental authorities certifying that the private wastewater disposal system has been approved as to design, capacity, location and construction.

4.13. Mailbox. A mailbox shall be constructed upon each Lot on or before occupancy of any single family residential structure located thereon. The mailbox shall be encased or enclosed in a structure which shall be constructed of stone or masonry. If the principal residence is constructed of stone or masonry, then the mailbox must be constructed of the same stone or masonry as the principal residence.

4.14. Fertilizers. Each Owner shall use only biodegradable fertilizer materials for yard and landscape maintenance.

ARTICLE V

ARCHITECTURAL COMMITTEE

5.01. Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting Members ("Voting Members"). The following persons are hereby designated as the initial Voting Members of the Architectural Committee: William G. Gurasich and William Crowwell.

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

5.03. 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.

5.04. Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all Voting Members of the Architectural Committee.

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

5.06. 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, 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.

5.07. 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. All variances must be evidenced by written instrument in recordable form, and must be signed by a majority 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.

5.08. Actions of the Architectural Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one 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 ten (10) days of receipt of all required information, the Architectural Committee shall be deemed to have approved such Plans and Specifications.

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

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

5.11. Address. Plans and Specifications shall be submitted to the Architectural Committee at 1603 Raleigh Avenue, Austin, Texas 78703, or such other address as may be designated from time to time.

5.12. 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 VI

EASEMENTS

6.01. Reserved Easements. All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made 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, any 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).

6.02. Installation and Maintenance. There is hereby created an easement upon, across, over, and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, gas, telephones, 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.

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

6.04. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area.

6.05. Common Access Easement. A sixty foot (60') joint access easement (the "Common Access Easement") is reserved on the Resubdivided Plat for use by the Owners of Lots 3, 4A, and 4B (collectively, the "Benefitted Lots"). The Common Access Easement is comprised of (i) a 403.49 foot segment running generally in a north/south direction ("Segment A"), and (ii) a 678.09 foot

segment running generally in an east/west direction ("Segment B"). Unless otherwise permitted by this Section 6.05, no Improvement shall be placed upon any portion of the Common Access Easement without the advanced written approval of the Architectural Committee. Prior to the occupancy of any single family residence located upon the Benefitted Lots, Segment A must be improved with an asphalt roadway ("Roadway A"), the design, construction materials, and location of which must be approved by the Architectural Committee. Prior to the occupancy of any single family residence located upon Lots 4A or 4B, Segment B must be improved with an asphalt roadway ("Roadway B"), the design, construction materials, and location of which must be approved in advance by the Architectural Committee. The costs and expenses associated with the construction and subsequent maintenance of Roadway A shall be borne, in equivalent shares, by the Owners of the Benefitted Lots. The costs and expenses associated with the construction and subsequent maintenance of Roadway B shall be borne, in equivalent shares, by the Owners of Lots 4A and 4B. Notwithstanding any provision in this Section 6.05 to the contrary, in no event shall Declarant be obligated to pay any portion of the costs and expenses associated with the construction or maintenance of Roadway A or Roadway B, and in no event will any lien hereunder be foreclosed against any Benefitted Lot owned by Declarant. Any costs and expenses so incurred and attributable to a Benefitted Lot owned by Declarant shall be paid by the Owners of the remaining Benefitted Lots. Upon the conveyance of a Benefitted Lot owned by Declarant to any party who is not also assigned the rights of Declarant hereunder, Declarant's transferee shall be obligated to remit at the closing of the conveyance any costs or expenses (excluding any costs of collection or interest accruals) for construction or maintenance of Roadway A or Roadway B which payment shall discharge in full the lien for unpaid costs and expenses as of the date of closing. Any costs and expenses for the construction or maintenance of Roadway A or Roadway B, together with interest thereon at a rate of ten percent (10%) per annum from the due date and costs of collection, if any, shall become a continuing lien and charge on the Benefitted Lot obligated to pay such costs and expenses, which shall bind such Benefitted 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 said Benefitted Lot, except only for tax liens and all sums unpaid on a first mortgage lien of record which secures sums borrowed for the improvement of such Benefitted Lot. In addition, any Owner served by the Common Access Easement may institute suit against any Owner of a Benefitted Lot who has failed to pay any portion of the construction and maintenance costs and expenses attributable to such Benefitted Lot. For the purpose of this Section 6.05, any costs and expenses attributable to a Benefitted Lot for the construction or maintenance of Roadway A or Roadway B shall be considered due on the due date for payment established by any third party invoice or other document requesting payment for such costs and expenses.

6.06. Easement Option. The Owner of Lot 6 shall have the option to utilize a portion of Lot 5 (the "Option Easement") for the purpose of access to Lot 6. The Option Easement shall consist of a 50 foot by 579.56 foot portion of Lot 5, as depicted on Exhibit "A", attached hereto and incorporated herein by reference. The Owner of Lot 6 shall be required to elect to utilize the Option Easement by written notice to the Architectural Committee, the Declarant, and the then Owner of Lot 5, on or before ninety (90) days after acquiring legal title to Lot 6. The Option Easement shall be improved with an asphalt roadway ("Roadway C") prior to the occupancy of any single family residence to be located upon Lot 5 or Lot 6. Prior to the commencement of construction of Roadway C, the design, construction materials, and location shall be approved by the Architectural Committee. In the event the Owner of Lot 6 elects to utilize the Option Easement, the costs and expenses associated with the construction and maintenance of Roadway C shall be borne, in equivalent shares, by the Owners of Lots 5 and 6 (Lot 5 and Lot 6 are referred to herein as the "Easement Option Lots"). If the Owner of Lot 6 does not elect to utilize the Option Easement, then the Lot 6 Owner will have no obligations whatsoever with respect to Roadway C. Notwithstanding any provision in this Section 6.06 to the contrary, in no event shall Declarant be obligated to pay any portion of the costs and expenses

associated with construction or maintenance of Roadway C and in no event will any lien hereunder be foreclosed against any Easement Option Lot owned by Declarant. Upon the conveyance of an Easement Option Lot owned by Declarant to any party who is not also assigned the rights of Declarant hereunder, Declarant's transferee shall be obligated to remit at the closing of the conveyance any costs or expenses (excluding any costs of collection or interest accruals) incurred for the construction or maintenance of Roadway C which payment shall discharge in full the lien for unpaid costs and expenses as of the date of closing. Any costs and expenses for the construction or maintenance of Roadway C, together with interest thereon at a rate of ten percent (10%) per annum from the due date and costs of collection, if any, shall become a continuing lien and charge on the Easement Option Lots obligated to pay such costs and expenses, which shall bind such Easement Option 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 Easement Option Lot, except only for tax liens and all sums unpaid on a first mortgage lien of record, which secures sums borrowed for the improvement of such Lot in question. In addition, the Owner of an Easement Option Lot may institute suit against the Owner of an Easement Option Lot who has failed to pay any portion of the construction and maintenance costs and expenses allocable thereto. For the purpose of this Section 6.06, any costs and expenses attributable to construction or maintenance of Roadway C shall be considered due on the due date for payment established by any third party invoice or other document requesting payment for such costs and expenses.

6.07. Dedication of Easements. The recording of any instrument which purports to dedicate to the public all or any portion of the Common Access Easement or the Option Easement shall be ineffective unless approved in advance for maintenance by the applicable governmental entity which has agreed to provide such maintenance.

6.08. Hike and Bridle Path. A twenty-five (25) foot drainage and access easement and a twenty (20) foot access easement, (the "Hike and Bridle Paths") have been reserved on the Plat for use by Owners of Property located within the Subdivision. Declarant makes no warranty or representation as to the condition or suitability of the Hike and Bridle Path for recreational purposes, and any Owner utilizing the Hike or Bridle Path agrees to hold Declarant harmless from any and all liability, damages, or claims pertaining to the use or condition of the Hike and Bridle Path. Declarant shall have no obligation to maintain the Hike and Bridle Path, such obligation being assumed by the Owners who use the Hike and Bridle Path. Each Owner utilizing the Hike and Bridle Path shall be obligated to perform routine maintenance which will include general policing, picking up trash and rubbish, and any other maintenance which would customarily be performed by an individual holding legal title to the Hike and Bridle Path. No vehicles, including, without limitation, motorcycles or motor scooters shall be permitted on any portion of the Hike or Bridle Path.

ARTICLE VII

MISCELLANEOUS

7.01. Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until August 31, 2025, unless amended as herein provided. After August 31, 2025, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least seventy percent (70%) of the Lots within the Property then subject to this Declaration.

7.02. Amendment.

- (A) By Declarant. This Declaration may be amended by the Declarant, without the joinder of any other party, until Declarant no longer owns any Lots within the Subdivision. No amendment by Declarant shall be effective until there has been recorded in the Real Property Records of Travis County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment.
- (B) By Owners. In addition to the method in Section 7.02 (A), this Declaration may be amended by the recording in the Travis County Real Property Records of an instrument executed and acknowledged by Owners of at least seventy percent (70%) of the Lots within the Property.

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

7.04. 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.

7.05. 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.

7.06. Nonliability of Architectural Committee. Neither the Architectural Committee, 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 duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its member.

7.07. 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.

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

7.09. 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.

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective on the _____ day of _____, 1995.

DECLARANT:

THE HOMESTEAD CORPORATION, a Texas corporation

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 1995, by _____ of The Homestead Corporation. a Texas corporation on behalf of said corporation.

(SEAL)

Notary Public Signature

AFTER RECORDING, RETURN TO:

Samuel D. Byars
Strasburger & Price, L.L.P.
2600 One American Center
600 Congress Avenue
Austin, Texas 78701



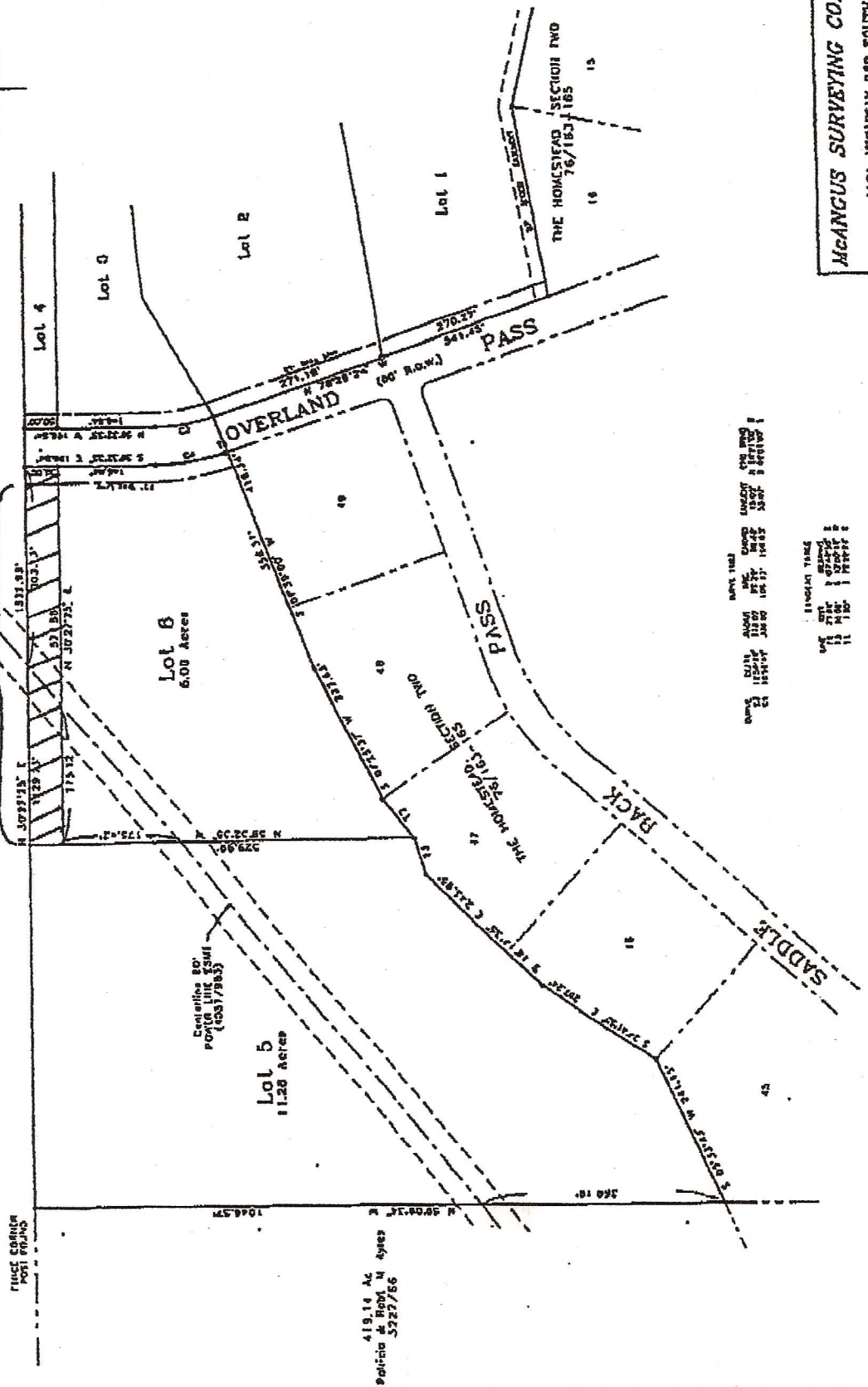
SCALE: 1" = 100'

LEGEND

- 1/4" = 10' = 10'
- - - 1/4" = 10' = 10'
- 1/4" = 10' = 10'

THE HOMESTEAD SECTION FIVE

32.00 AC
 N1/4 & N2/4 CORNERS of
 714/152 & 4740/603-637
 OPTION EASEMENT



DATE OF SURVEY: JUN 20 1993
 TIME: 11:00 AM
 SURVEYOR: JAMES M. LAYMAN
 ASSISTANT: JAMES M. LAYMAN
 CHECKED: JAMES M. LAYMAN
 DATE: JUN 20 1993

McANGUS SURVEYING CO., I.
 1101 HIGHWAY 300 SOUTH
 BUILDING E, SUITE 230
 AUSTIN, TEXAS 78748
 (512)328-8002