

PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE

1. NAME OF SUBDIVISION: **ShadowGlen HOA**
2. NAME OF ASSOCIATION: **ShadowGlen Residential Property Owner's Association, Inc.**
3. RECORDING DATA FOR SUBDIVISION: **Document No. 2003066593, Plat Records Travis County, Texas**
4. RECORDING DATA FOR ASSOCIATION DECLARATION:

NAME OF INSTRUMENT:

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SHADOWGLEN RESIDENTIAL PROPERTIES, DOC# 2003066593

RECORDING INFORMATION:

On or about **March 27, 2003** Real Property Records of Travis County, Texas, together with any other filings of records (if any).

5. MAILING ADDRESS OF THE ASSOCIATION, OR NAME AND MAILING ADDRESS OF THE PERSON OR ENTITY MANAGING THE ASSOCIATION:

**Alliance Association Management
115 Wild Basin Road Suite 308
Austin, Texas 78746**

Phone: (512) 328-6100

6. OTHER INFORMATION THE ASSOCIATION CONSIDERS APPROPRIATE:

All parties are to be advised of all pertinent fees that will need to be paid in order to obtain Resale information these include resale processing fees, transfer fees and any other HOA fees that may be dictated in the governing documents. Prospective purchasers are advised to independently examine the Declaration, By-Laws, and all other governing documents of the Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

SIGNED this 23 day of October, 2013.

ShadowGlen Residential Property Owner's Association, Inc.



TRV

1 PG

2013221536

By:

Rody Timmons
Duly Authorized Agent

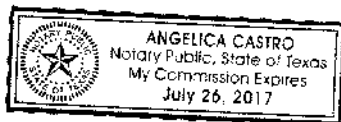
Print Name

Rody Timmons

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on October 23, 2013, by Rody Timmons, duly authorized agent for ShadowGlen Residential Property Owner's Association, Inc., on behalf of said association.



Angelica Castro
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Alliance Association Management
Attn: Rosalinda Hernandez
115 Wild Basin Road Suite 308
Austin, Texas 78746

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dec 13, 2013 08:40 AM 2013221536

GONZALES: \$26.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS



Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

ShadowGlen Residential Property Owners Association, Inc.
Filing Number: 800198533

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/23/2003

Effective: 04/23/2003



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea
Secretary of State

APR 23 2003

ARTICLES OF INCORPORATION
OF
SHADOWGLEN RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC. Corporations Section

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation of such corporation:

ARTICLE ONE
NAME

The name of the corporation is ShadowGlen Residential Property Owners Association, Inc.

ARTICLE TWO
DURATION

The period of its duration is perpetual.

ARTICLE THREE
NON-PROFIT CORPORATION

The corporation is a non-profit corporation.

ARTICLE FOUR
PURPOSES

The purpose for which this corporation is incorporated is to act as a residential property owners' association in accordance with Title 11 of the Texas Property Code.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Four hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE FIVE
POWERS

Except as provided in these Articles, the corporation has all the powers provided in the Texas Non-Profit Corporation Act. Moreover, the corporation has all implied powers necessary and proper to carry out its express powers.

ARTICLE SIX
MEMBERS

The corporation shall have members.

ARTICLE SEVEN
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the corporation's initial registered office and registered agent is Singleton Cooksey & Hanson LLP, 6363 Woodway, Suite 610, Houston, Texas 77057, and the name of its initial registered agent at such address is Taylor V. Cooksey.

ARTICLE EIGHT
MANAGING BODY OF CORPORATION

The corporation shall be governed by Board of Directors and such committees of the board that the board may, from time-to-time, establish. The Bylaws will provide the qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors.

The number of Directors constituting the initial Board of Directors is three (3), and the names and street addresses of the initial are:

<u>NAME</u>	<u>ADDRESS</u>
Wade Bradow	7676 Woodway Suite 104 Houston, Texas 77063
Tim Early	7676 Woodway Suite 104 Houston, TX 77063
Nick Ozuna	7676 Woodway Suite 104 Houston, TX 77063

The number of directors may be increased or decreased in accordance with the Bylaws. The number of directors may not be decreased to fewer than three.

ARTICLE NINE LIMITATION ON LIABILITY OF DIRECTORS; INDEMNIFICATION

A director is not liable to the corporation for an act or omission in the director's capacity as director except as otherwise provided by a Texas statute. The corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the corporation as provided by the provisions of the Texas Non-Profit Corporation Act, Article 1396-2.22A, as may be amended from time to time, or any successor statute.

ARTICLE TEN STOCK

The corporation shall no stock or shares.

ARTICLE ELEVEN INCORPORATORS

The name and address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
David Webber	6363 Woodway, Suite 610 Houston, Texas 77057

ARTICLE TWELVE DISSOLUTION

The assets of the corporation in the process of dissolution shall be applied and distributed as follows: (1) all liabilities and obligations of the corporation shall be paid, satisfied and discharged, and in case its property and assets are not sufficient to satisfy or discharge all of the corporation's liabilities and obligations, the corporation shall apply them so far as they will go to the just and equitable payment of the liabilities and obligations; (2) assets held by the corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements; (3) assets held by the corporation which represent excess regular or special assessments (as contemplated by its Declaration of Covenants, Conditions and Restrictions) may be returned to the appropriate owners of lots within the Subdivision; and (4) the remaining assets of the corporation, if any, shall be distributed to one or more other homeowners' associations incorporated under the Texas Non-Profit Corporation Act and designated by the corporation's Board of Directors, and/or one or more tax exempt organizations or entities designated by the

corporation's Board of Directors, such as (by way of example and not in limitation) the City of Austin.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on the 21 day of April, 2003.

INCORPORATOR:

David F. Webber
David F. Webber

BY-LAWS
OF
SHADOWGLEN RESIDENTIAL
PROPERTY OWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

Article I <u>Name, Principal Office, and Definitions</u>	1
Section 1.1. <u>Name</u>	1
Section 1.2. <u>Principal Office</u>	1
Section 1.3. <u>Definitions</u>	1
Article II <u>Association: Membership, Meetings, Quorum, Voting, Proxies</u>	1
Section 2.1. <u>Membership</u>	1
Section 2.2. <u>Place of Meetings</u>	1
Section 2.3. <u>Annual Meetings</u>	1
Section 2.4. <u>Special Meetings</u>	1
Section 2.5. <u>Notice of Meetings</u>	2
Section 2.6. <u>Waiver of Notice</u>	2
Section 2.7. <u>Adjournment of Meetings</u>	3
Section 2.8. <u>Voting</u>	3
Section 2.9. <u>Residential Representative</u>	3
Section 2.10. <u>Proxies</u>	3
Section 2.11. <u>Majority</u>	3
Section 2.12. <u>Quorum</u>	3
Section 2.13. <u>Conduct of Meetings</u>	4
Section 2.14. <u>Action Without A Meeting</u>	4
Article III <u>Board of Directors: Number, Powers, Meetings</u>	4
A. <u>Composition and Selection</u>	4
Section 3.1. <u>Governing Body: Composition</u>	4
Section 3.2. <u>Directors During Class "B" Control Period</u>	4
Section 3.3. <u>Veto</u>	4
Section 3.4. <u>Number of Directors</u>	5
Section 3.5. <u>Nomination of Directors</u>	5
Section 3.6. <u>Election and Term of Office</u>	6
Section 3.7. <u>Removal of Directors and Vacancies</u>	7
B. <u>Meetings</u>	7
Section 3.8. <u>Organizational Meetings</u>	7
Section 3.9. <u>Regular Meetings</u>	7
Section 3.10. <u>Special Meetings</u>	8
Section 3.11. <u>Waiver of Notice</u>	8
Section 3.12. <u>Quorum of Board of Directors</u>	8
Section 3.13. <u>Compensation</u>	8
Section 3.14. <u>Conduct of Meetings</u>	9
Section 3.15. <u>Open Meetings</u>	9
Section 3.16. <u>Action Without a Formal Meeting</u>	9
C. <u>Powers and Duties</u>	9
Section 3.17. <u>Powers</u>	9
Section 3.18. <u>Management</u>	11

Section 3.19.	<u>Accounts and Reports</u>	Error! Bookmark not defined.
Section 3.20.	<u>Borrowing</u>	12
Section 3.21.	<u>Rights of the Association</u>	12
Section 3.22.	<u>Enforcement</u>	13
Article IV <u>Officers</u>		14
Section 4.1.	<u>Officers</u>	14
Section 4.2.	<u>Election, Term of Office, and Vacancies</u>	14
Section 4.3.	<u>Removal</u>	14
Section 4.4.	<u>Powers and Duties</u>	14
Section 4.5.	<u>Resignation</u>	15
Section 4.6.	<u>Agreements, Contracts, Deeds, Leases, Checks, Etc.</u>	15
Article V <u>Committees</u>		15
Section 5.1.	<u>General</u>	15
Section 5.2.	<u>Covenants Committee</u>	15
Section 5.3.	<u>Neighborhood Committees</u>	15
Article VI <u>Miscellaneous</u>		16
Section 6.1.	<u>Fiscal Year</u>	16
Section 6.2.	<u>Parliamentary Rules</u>	16
Section 6.3.	<u>Conflicts</u>	16
Section 6.4.	<u>Books and Records</u>	16
Section 6.5.	<u>Notices</u>	17
Section 6.6.	<u>Amendment</u>	17

BY-LAWS
OF
SHADOWGLEN RESIDENTIAL
PROPERTY OWNERS ASSOCIATION, INC.

Article I
Name, Principal Office, and Definitions

Section 1.1. Name. The name of the Association shall be ShadowGlen Residential Property Owners Association, Inc. (*hereinafter sometimes referred to as the "Association"*).

Section 1.2. Principal Office. The principal office of the Association in the State of Texas shall be located in Travis County. The Association may have such other offices, either within or outside the state of Texas, as the Board of Directors may determine or as the affairs of the Association may require.

Section 1.3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for ShadowGlen Residential Properties (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II
Association: Membership, Meetings, Quorum, Voting, Proxies

Section 2.1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 2.3. Annual Meetings. The first meeting of the Association Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board so as to occur at least ninety (90) but not more than one hundred twenty (120) days before the close of the Association's fiscal year on a date and at a time set by the Board of Directors.

Section 2.4. Special Meetings. The president may call special meetings. In addition, it shall be the duty of the president to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least ten (10%) percent

of the total Class "A" votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof.

Section 2.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than seven (7) nor more than fifty (50) days before the date of such meeting, by or at the direction of the president or the secretary or the officers or persons calling the meeting. The notice must state the purpose of the meeting and contain a summary of any amendments or actions proposed. The notice should also contain a copy of the proxy that can be cast in lieu of attendance at the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid. Notice may also be affected by facsimile transmission sent by 5:00 p.m. Austin, Texas time, with written evidence of successful transmission, or by electronic mail correspondence sent by 5:00 p.m. Austin, Texas time, with evidence of successful delivery.

Section 2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or his or her proxy shall be deemed a waiver of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at the special meeting unless objection to the calling or convening of the special meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, the quorum requirement shall be one half (1/2) of the requirement of the previous meeting at which a quorum was not present. If a quorum is present at the reconvened meeting, any business which might have been transacted at the meeting originally called may be transacted, if a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time, place and purpose for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least twenty-five (25%) percent of the total Class "A" votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 2.8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 2.9. Residential Representative. At each annual meeting of the Association, the Members shall appoint a Residential Representative, who shall attend meetings of and represent its Members to the Master Association. Each Member shall give the Residential Representative an irrevocable proxy coupled with an interest so that the Residential Representative can represent the Member to the Master Association.

Section 2.10. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Unit, or upon receipt of notice by the secretary of the death or judicially declared incompetence of a Member, or in accordance with the terms of the proxy, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 2.11. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 2.12. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of **25%** of the total vote of the Association shall constitute a quorum. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 2.13. Conduct of Meetings. The president shall preside over all meetings of the Association, and the secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 2.14. Action Without A Meeting. Any action required by law to be taken at a meeting of the Association, or any action which may be taken at a meeting of the Association, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

Article III Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors ("Board" or "Board of Directors"), each of whom shall have one (1) vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an owner which is a corporation or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 3.2. Directors During Class "B" Control Period. The termination of the Class B Control Period (the "Class B Termination") shall occur on the earlier of:

- (a) when seventy-five (75%) percent of the total acreage described on Exhibits "A" and "B" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than the Declarant;
- (b) December 31, 2034; or
- (c) when, in its discretion, the Class "B" Member so determines.

Subject to the provisions of Section 3.6, directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the Class B Termination:

Within one hundred twenty (120) days after the Class B Termination, the Class "B" Member shall cause the Board to call a meeting ("Class B Termination Meeting"), as provided in Section 2.4 of these By-Laws for special meetings, to advise the membership of termination of the Class "B" Control Period.

Section 3.3. Veto. This Section 3 may not be amended without the express, written consent of the Class "B" Member as long as the Class "B" membership exists.

So long as the Class "B" membership exists, the Class "B" Member shall have a veto power over all actions of the Board and the Modification Committee as is more fully provided in this Section. This veto power shall be exercisable only by the Class "B" Member, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors or the Modification Committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or the Modification Committee by certified mail, return receipt requested, or by personal delivery at the address it has registered with the secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with this Article III as to regular and special meetings of the Directors and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Class "B" Member and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the subject committee or the Board. The Class "B" Member shall have and is hereby granted a veto power over any such action, policy, or program authorized by any committee or the Board of Directors and to be taken by such committee or Board or the Association or any individual member of the Association if Board, committee, or Association approval is necessary for such action. This veto may be exercised by the Class "B" Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. Any veto power shall not extend to the requiring of any action or counteraction on behalf of any Committee, or the Board or the Association.

Section 3.4. Number of Directors. The number of directors in the Association shall be three (3) or five (5), as provided in Section 3.6 below. The initial Board shall consist of three (3) members as identified in the Articles of incorporation.

Section 3.5. Nomination of Directors. Except with respect to directors selected by the Class "B" Members, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be

filled. Nominations for directors shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 3.6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within thirty (30) days after the time Class "A" Members, other than the Declarant or a builder holding title solely for purposes of development and sale, own forty (40%) percent of the Units permitted by the Master Land Use Plan for the property described in Exhibits "A" and "B", as such Master Land Use Plan and property described in Exhibits "A" and "B" may be amended from time to time, or whenever the Class "B" Member earlier determines, the Association shall call a special meeting at which all current directors shall resign and at which the Class "A" Members shall elect one (1) of the three (3) directors, who shall be an at-large director. The remaining two (2) directors shall be appointees of the Class "B" Member. The director elected by the Class "A" Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

(b) Within thirty (30) days after the time Class "A" Members, other than the Declarant or a builder holding title solely for purposes of development and sale, own seventy (70%) percent of the Units permitted by the Master Land Use Plan for the property described in Exhibits "A" and "B", as such Master Land Use Plan and property described in Exhibits "A" and "B" may be amended from time to time, or whenever the Class "B" Member earlier determines, the Board shall be increased to five (5) directors. The Association shall call a special meeting at which all current directors shall resign and at which the Class "A" Members shall elect two (2) of the five (5) directors, who shall serve as at-large directors. The remaining three (3) directors shall be appointees of the Class "B" Member. The directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) Within thirty (30) days after the Class B Termination Meeting, the Association shall call a special meeting at which all current directors shall resign and at which the Class "A" Members shall elect three (3) of the five (5) directors, who shall serve as at-large directors. The remaining two (2) directors shall be appointees of the Class "B" Member. The directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Member acting alone and shall serve until the first annual meeting following the termination of the Class "B" Control Period. If such annual meeting occurs within thirty (30) days after termination of the Class "B" Control Period, this subsection shall not apply and directors shall be elected in accordance with subsection (d) below.

(d) At the first annual meeting of the membership after the Class B Termination Meeting, the directors shall be selected as follows: directors shall be elected by the Class "A" Members. Three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At the expiration of the initial term of office of each member of the Board of Directors and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years.

Each Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 3.7. Removal of Directors and Vacancies. Any director elected by the Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director appointed by the Class B Member may be removed, with or without cause, by the Class B Member until the Class B Termination. Thereafter, any director appointed by the Class B Member may be removed, with or without cause, by a majority of the votes of the Class A Members.

Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected to fill the vacancy by the Members.

Any director elected by the Members who has five (5) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor. Any director appointed by the Board shall serve for the remainder of the term of such director.

B. Meetings.

Section 3.8. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board.

Section 3.9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the

meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the president of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) by facsimile sent by 5:00 p.m. Austin, Texas time with written proof of successful transmission, or (e) by electronic mail sent by 5:00 p.m. Austin, Texas time with proof of successful delivery. All such notices shall be given at the director's telephone number, facsimile number, e-mail address, or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, e-mail or facsimile shall be delivered, telephoned, electronically mailed, or transmitted by facsimile at least seventy-two (72) hours before the time set for the meeting.

Section 3.11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 3.12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than one (1) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class "A" vote of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 3.14. Conduct of Meetings. The president shall preside over all meetings of the Board of Directors, and the secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. Members of the Board of Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Such participation in a meeting constitutes presence in person at such meeting.

Section 3.15. Open Meetings. Subject to the provisions of Section 3.17 of this Article, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the president may limit the time any Member may speak. Notwithstanding the above, the president may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 3.16. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 3.17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

(a) preparation and adoption, in accordance with the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses and Neighborhood Expenses;

(b) making assessments to defray the Common Expenses and Neighborhood Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual

assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of each quarter for said quarter;

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices;

(m) making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Unit and all other books, records, and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

Section 3.18. Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 3.17 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

Section 3.19. Accounts and Reports.

The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finders' fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (Any assessment or installment thereof shall be considered to be delinquent on the fifteenth (15th) day following the due date unless otherwise determined by the Board of Directors); and

(g) after ____% of the Units are sold, an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant; provided, upon written request of any holder, guarantor or insurer of any first Mortgage on a Unit, the Association shall provide an audited financial statement. After ____% of the Units are sold and until the end of the Class "B" Control Period, the annual report shall include certified financial statements.

Section 3.20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Member approval in the same manner provided in Article X, Section 10.4, of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year. Notwithstanding anything to the contrary contained in the Declaration, these By-Laws, or the Articles of Incorporation, during the Class "B" Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Members representing at least sixty-seven (67%) percent of the Members other than the Declarant and the Declarant's appointees.

Section 3.21. Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners or residents associations, both within and without the Properties. Such

agreements shall require the consent of sixty-seven (67%) of all directors of the Association.

The Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) executed during the Class "B" Control Period unless such contract, lease or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause, upon not more than ninety (90) days notice to the other party.

Section 3.22. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owners right to vote or any person's right to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. In the event that any occupant, guest or invitee of a Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Fining Procedures. Prior to the imposition of any fine the following procedures shall be implemented by the Board:

(i) Notice. Prior to imposition of any fine or fines hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (A) the nature of the alleged violation, (B) the proposed sanction to be imposed, (C) a period of not less than ten (10) days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board of Directors for a hearing; and (D) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(ii) Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(iii) Appeal. Following a hearing before the Covenants Committee, if any, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, president, or secretary of the Association within thirty (30) days after the hearing date.

(b) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations, and the removal of animals in violation of the Declaration) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. The Declaration contains waivers and releases in favor of the Association, the Declarant, and their respective officers, directors, agents, successors and assigns.

Article IV Officers

Section 4.1. Officers. The officers of the Association shall be a president, vice president, secretary, and treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of president and secretary.

Section 4.2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The president shall be the chief executive officer of the Association. The treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by such person or persons as may be designated by resolution of the Board of Directors.

Article V Committees

Section 5.1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 5.2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 5.1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least five (5) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.22.

Section 5.3. Neighborhood Committees. In addition to any other committees appointed as provided above there shall be a Neighborhood Committee for each Neighborhood that has no formal organizational structure or association. Such Neighborhood Committees shall consist of three (3) members.

The members of each Neighborhood Committee shall be elected by the vote of Owners of Units within that Neighborhood at an annual meeting of such Owners. The first annual meeting shall be called within sixty (60) days after conveyance of fifty-one (51%) percent of the Units in the Neighborhood to persons other than a builder or developer. The Owners of Units within the Neighborhood holding at least one-third (1/3) of the total votes of Units in the Neighborhood, represented in person or by proxy, shall constitute a quorum at any meeting of the Neighborhood. The Owners of Units within a Neighborhood shall have the number of votes assigned to their Units in the Declaration. Committee members shall be elected for a term of one (1) year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Neighborhood Committee. It shall be the responsibility of the Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration; provided, the Association shall be under no obligation to provide such services unless approved by

the Board of Directors. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board of Directors.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the procedures and requirements applicable to the Board of Directors set forth in Article III, Sections 3.8, through 3.16, of these By-Laws; provided, however, the term "Member" shall refer to the Owners of Units within the Neighborhood. Each Neighborhood Committee shall elect a chairman from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors.

Article VI Miscellaneous

Section 6.1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas state law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 6.3. Conflicts. If there are conflicts between the provisions of Texas state law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Texas state law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 6.4. Books and Records. Inspection by Members and Mortgages. The Declaration, By-Laws, and Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, Member of the Association, or by the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Unit at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules, with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 6.5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the secretary or, if no such address has been designated, at the address of the Unit of such Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6.6. Amendment. Prior to the conveyance of the first Unit, Declarant may unilaterally amend these By-Laws. After such conveyance, the Declarant may unilaterally amend these By-Laws at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; provided, however, any such amendment shall not materially adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibits "A" or "B" of the Declaration for development as part of the Properties, the Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any owner.

Thereafter and otherwise, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of sixty-seven (67%) percent of the Class "A" votes held by Members other than the Declarant, and the consent of the Class "B" Member, so long as such membership exists. In addition, the approval requirements set forth in Article XIV of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Travis County, Texas.

During the Class "B" Control Period, all amendments may be vetoed by the Veterans Administration ("VA") if the VA is guaranteeing any Mortgage and may be vetoed by the Department of Housing and Urban Development ("HUD") if the Federal Housing Authority ("FHA") is insuring any Mortgage.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

CERTIFICATION

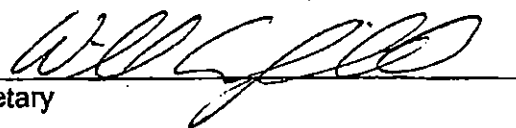
I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of ShadowGlen Residential Property Owners Association, Inc., a Texas corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the day of

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this day 3 of July, 2006

[SEAL]


Secretary

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DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

After recording, please return to:
Niemann & Niemann, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701



STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT TO BYLAWS
OF
SHADOWGLEN RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS the Bylaws of Shadowglen Residential Property Owners Association, Inc. were adopted July 3, 2006, and filed of record in Document No. 2006144850 of the Official Public Records of Travis County, Texas, and

WHEREAS Section 6.6 of the Bylaws allows the Declarant to unilaterally amend the Bylaws if Declarant still owns a portion of the property described in Exhibit "A" or "B" of the Declaration, and whereas Declarant still owns such property, the Bylaws are hereby amended as follows

Article 2, Section 2.2 is amended to make the quorum requirement 10%, so that the section now reads in its entirety: "Section 2.12 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of 10% of the total vote of the Association shall constitute a quorum. Any provision of the Declaration concerning quorum is specifically incorporated herein."

Article 3, Section 3.22(a) is amended to alter the enforcement language to reflect the requirements of current law. The Board shall have the right, upon majority vote of the Board, to alter this or any other provision of the Bylaws in order to bring the provision into compliance with laws adopted in the future.

The introductory paragraph of Section 3.22, and Section 3.22(a), are deleted and replaced with the following language:

"(a) The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating owner, and to suspend an owner's right to vote or any person's right to use the common area for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or Board of Directors to limit ingress and egress to or from a unit.

In the event that any occupant, guest or invitee of a unit violates the Declaration, Bylaws, or rules and regulations, prior to the imposition of any fine or suit except for a suit to collect a regular special assessment or foreclose an Association's lien, charge for property damage assessed against an owner, or suspension of common area use right, the Association or its agent must give written notice by certified mail, return receipt requested to the owner. The notice must describe the violation or property damage and state any amount then due to the Association, and inform the owner that the owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension (unless the owner was given notice and a reasonable opportunity to cure a similar violation within the proceeding six months); and that the owner may request a hearing before the Board on or before the 30th day after the date the owner receives the notice.

The Association may assess all attorney's fees incurred in enforcing a violation of any of the governing documents to the owner's account provided that the Association has first given written notice to the owner that attorney's fees and costs will be charged to the owner's account if the violation continues (or the delinquency continues) after a certain date. An owner's hearing may be before the

covenants committee, in which case the notice to the owner shall expressly state that if a hearing is before a committee, the owner has the right to appeal the committee's decision to the Board "

Section 3.22(b) remains unchanged.

Executed and effective this 9th day of March, 2009.

SHADOWGLEN RESIDENTIAL COMMUNITY,
LTD.

A Texas limited partnership

McGuyer Homebuilders, Inc., a Texas Corporation,
its General Partner

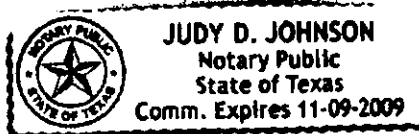
By: *Michael K. Love*
Name: Michael K. Love
Title: President

Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of March, 2009, by Michael K. Love, President in the capacity stated above.



Judy D. Johnson
Notary Public, State of Texas

After recording, please return to:
Niemann & Niemann, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

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DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

AFTER RECORDING, RETURN TO:

William P. Resch
ShadowGlen Residential Community, Ltd.
600 Congress Avenue, Suite 2600
Austin, Texas 78701

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SHADOWGLEN RESIDENTIAL PROPERTIES

TABLE OF CONTENTS

	<u>Page</u>
Article I Definitions.....	2
Section 1.1 <u>"Area of Joint Responsibility"</u>	2
Section 1.2 <u>"Articles of Incorporation" or "Articles"</u>	2
Section 1.3 <u>"Association"</u>	2
Section 1.4 <u>"Base Assessment"</u>	2
Section 1.5 <u>"Board of Directors" or "Board"</u>	2
Section 1.6 <u>"By-Laws"</u>	2
Section 1.7 <u>"Class 'B' Control Period"</u>	2
Section 1.8 <u>"Commercial Association"</u>	2
Section 1.9 <u>"Commercial Board of Directors" or " Commercial Board"</u>	2
Section 1.10 <u>"Commercial By-Laws"</u>	2
Section 1.11 <u>"Commercial Common Areas"</u>	3
Section 1.12 <u>"Commercial Construction Costs"</u>	3
Section 1.13 <u>"Commercial Declarant"</u>	3
Section 1.14 <u>"Commercial Declaration"</u>	3
Section 1.15 <u>"Commercial Maintenance Costs"</u>	3
Section 1.16 <u>"Commercial Parcel"</u>	3
Section 1.17 <u>"Common Expenses"</u>	3
Section 1.18 <u>"Community-Wide Standard"</u>	3
Section 1.19 <u>"Declarant"</u>	3
Section 1.20 <u>"Joint Agreement"</u>	4
Section 1.21 <u>"Joint Construction Costs"</u>	4
Section 1.22 <u>"Joint Maintenance Costs"</u>	4
Section 1.23 <u>"Master Association"</u>	4
Section 1.24 <u>"Master Board of Directors" or "Master Board"</u>	4
Section 1.25 <u>"Master By-Laws"</u>	4
Section 1.26 <u>"Master Declarant"</u>	4
Section 1.27 <u>"Master Declaration"</u>	4
Section 1.28 <u>"Master Land Use Plan"</u>	4
Section 1.29 <u>"Member"</u>	5
Section 1.30 <u>"Mortgage"</u>	5
Section 1.31 <u>"Mortgagee"</u>	5
Section 1.32 <u>"Mortgagor"</u>	5
Section 1.33 <u>"Neighborhood"</u>	5
Section 1.34 <u>"Neighborhood Assessments"</u>	5
Section 1.35 <u>"Neighborhood Expenses"</u>	5
Section 1.36 <u>"Owner"</u>	5
Section 1.37 <u>"Person"</u>	6
Section 1.38 <u>"Properties"</u>	6
Section 1.39 <u>"Residential Common Areas"</u>	6
Section 1.40 <u>"Residential Construction Costs"</u>	6
Section 1.41 <u>"Residential Maintenance Costs"</u>	6
Section 1.42 <u>"Residential Representative"</u>	6
Section 1.43 <u>"Special Assessment"</u>	6

Section 1.44	<u>"Supplemental Declaration"</u>	6
Section 1.45	<u>"Unit"</u>	7
Article II	Property Rights	7
Article III	Membership and Voting Rights	8
Section 3.1	<u>Membership</u>	8
Section 3.2	<u>Voting</u>	8
Section 3.3	<u>Neighborhoods</u>	9
Section 3.4	<u>Notice of Meetings</u>	10
Section 3.5	<u>Occupants of Apartments</u>	10
Article IV	Maintenance	10
Section 4.1	<u>Association's Responsibility</u>	10
Section 4.2	<u>Owner's Responsibility</u>	11
Section 4.3	<u>Neighborhood's Responsibility</u>	11
Section 4.4	<u>Party Walls and Party Fences</u>	12
Article V	Insurance and Casualty Losses	13
Section 5.1	<u>Insurance</u>	13
Section 5.2	<u>Individual Insurance</u>	15
Section 5.3	<u>Damage and Destruction</u>	16
Section 5.4	<u>Disbursement of Proceeds</u>	17
Article VI	No Partition	17
Article VII	Condemnation	18
Article VIII	Annexation of Additional Property	18
Section 8.1	<u>Annexation of Master Land Use Plan Property</u>	18
Section 8.2	<u>Annexation of Non-Master Land Use Plan Property</u>	18
Section 8.3	<u>Acquisition of Additional Residential Common Areas</u>	19
Section 8.4	<u>Amendment</u>	20
Section 8.5	<u>Voting Rights and Assessment Obligations</u>	20
Article IX	Rights and Obligations of the Association	20
Section 9.1	<u>Residential Common Areas</u>	20
Section 9.2	<u>Personal Property and Real Property for Common Use</u>	20
Section 9.3	<u>Rules and Regulations</u>	20
Section 9.4	<u>Implied Rights</u>	21
Section 9.5	<u>Governmental Interests</u>	21
Section 9.6	<u>Contracts and Maintenance</u>	21
Section 9.7	<u>Notice to Owners</u>	21
Section 9.8	<u>Right of Inspection</u>	21
Article X	Assessments	21
Section 10.1	<u>Creation of Assessments</u>	21
Section 10.2	<u>Computation of Base Assessment</u>	23
Section 10.3	<u>Computation of Neighborhood Assessments</u>	24

Section 10.4	<u>Special Assessments</u>	25
Section 10.5	<u>Assessments Payable to ShadowGlen Master Association, Inc.</u>	25
Section 10.6	<u>Lien for Assessments</u>	25
Section 10.7	<u>Reserve Budget and Capital Contribution</u>	26
Section 10.8	<u>Date of Commencement of Assessments</u>	26
Section 10.9	<u>Subordination of the Lien to First Mortgages</u>	26
Section 10.10	<u>Capitalization of Association</u>	26
Section 10.11	<u>Exempt Property</u>	27
Article XI	<u>Architectural Standards</u>	27
Section 11.1	<u>Design Review Board</u>	27
Section 11.2	<u>No Waiver of Future Approvals</u>	29
Section 11.3	<u>Variance</u>	29
Section 11.4	<u>Compliance With Guidelines</u>	29
Section 11.5	<u>Design Review Board Right to Inspect</u>	29
Section 11.6	<u>No Liability</u>	29
Article XII	<u>Use Restrictions</u>	30
Section 12.1	<u>Signs</u>	31
Section 12.2	<u>Parking and Prohibited Vehicles</u>	31
Section 12.3	<u>Occupants Bound</u>	32
Section 12.4	<u>Animals and Pets</u>	32
Section 12.5	<u>Quiet Enjoyment</u>	33
Section 12.6	<u>Unsightly or Unkempt Conditions</u>	33
Section 12.7	<u>Antennas</u>	33
Section 12.8	<u>Clotheslines, Garbage Cans, Tanks, Etc.</u>	33
Section 12.9	<u>Subdivision of Unit and Time Sharing</u>	34
Section 12.10	<u>Firearms</u>	34
Section 12.11	<u>Pools</u>	34
Section 12.12	<u>Irrigation</u>	34
Section 12.13	<u>Tents, Trailers and Temporary Structures</u>	34
Section 12.14	<u>Drainage, Stormwater Runoff, and Septic Systems</u>	34
Section 12.15	<u>Tree Removal</u>	35
Section 12.16	<u>Sight Distance at Intersections</u>	35
Section 12.17	<u>Utility Lines</u>	35
Section 12.18	<u>Air Conditioning Units</u>	35
Section 12.19	<u>Lighting</u>	35
Section 12.20	<u>Artificial Vegetation, Exterior Sculpture, and Similar Items</u>	35
Section 12.21	<u>Energy Conservation Equipment</u>	36
Section 12.22	<u>Lakes and Water Bodies</u>	36
Section 12.23	<u>Playground</u>	36
Section 12.24	<u>Fences</u>	36
Section 12.25	<u>Business Use</u>	36
Section 12.26	<u>On-site Fuel Storage</u>	37
Section 12.27	<u>Leasing of Units</u>	37
Section 12.28	<u>Laws and Ordinances</u>	38
Section 12.29	<u>Other Prohibited Uses</u>	38
Section 12.30	<u>No Fireworks or Incendiary Devices</u>	39

Section 12.31	<u>Rules and Regulations</u>	39
Section 12.32	<u>Golf Course Buffer</u>	39
Section 12.33	<u>Consent of Master Association and Residential Association</u>	39
Section 12.34	<u>Capturing, Trapping or Killing Wildlife</u>	39
Article XIII	General Provisions.....	40
Section 13.1	<u>Enforcement</u>	40
Section 13.2	<u>Self-Help</u>	40
Section 13.3	<u>Term</u>	40
Section 13.4	<u>Amendment</u>	40
Section 13.5	<u>Indemnification</u>	41
Section 13.6	<u>Protection of Officers and Directors</u>	42
Section 13.7	<u>Easements of Encroachment</u>	42
Section 13.8	<u>Easements for Utilities, Etc</u>	43
Section 13.9	<u>Easement for Maintenance</u>	43
Section 13.10	<u>Easement for Golf Play and Golf Balls</u>	44
Section 13.11	<u>Severability</u>	44
Section 13.12	<u>Right of Entry</u>	44
Section 13.13	<u>Perpetuities</u>	45
Section 13.14	<u>Cumulative Effect, Conflict</u>	45
Section 13.15	<u>Use of the Words "ShadowGlen" or "ShadowGlen Residential Property Owner's Association, Inc."</u>	45
Section 13.16	<u>Compliance</u>	45
Section 13.17	<u>Security</u>	46
Section 13.18	<u>Views from Properties</u>	46
Section 13.19	<u>Notice of Sale or Transfer of Title</u>	47
Article XIV	Mortgagee Provisions.....	47
Section 14.1	<u>Notices of Action</u>	47
Section 14.2	<u>No Priority</u>	48
Section 14.3	<u>Notice to Association</u>	48
Section 14.4	<u>Applicability of Article XIV</u>	48
Section 14.5	<u>Failure of Mortgagee to Respond</u>	48
Article XV	Declarant's Rights.....	48
Article XVI	Golf Course Facility.....	49
Section 16.1	<u>General</u>	49
Section 16.2	<u>Conveyance of the Golf Course Facilities</u>	49
Section 16.3	<u>Rights of Access and Parking</u>	50
Section 16.4	<u>Limitations on Amendments</u>	50
Section 16.5	<u>Jurisdiction and Cooperation</u>	50
Article XVII	ShadowGlen Master Association, Inc.	51
Section 17.1	<u>ShadowGlen Master Association, Inc.</u>	51
Section 17.2	<u>Supremacy of ShadowGlen Master Declaration</u>	51
Section 17.3	<u>Powers of the ShadowGlen Master Association, Inc.</u>	51
Section 17.4	<u>Enforcement</u>	51

Section 17.5	<u>Easement to ShadowGlen Master Association, Inc.</u>	52
Section 17.6	<u>Cumulative Effect.</u>	52
Section 17.7	<u>Amendment.</u>	52
Section 17.8	<u>Termination.</u>	52

TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Subject Matter</u>
"A"	Land Initially Submitted
"B"	Land Subject to Annexation
"C"	Master Land Use Plan

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SHADOWGLEN RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made this _____ day of _____, 2003, by ShadowGlen Residential Community, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant").

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties (as defined herein) restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or hereafter subject to this Declaration.

Declarant hereby declares that all of the property described in Exhibit "A" and any additional property which is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, sold, and conveyed 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 real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of the Texas Property Code, Section 81.001, et seq.

Declarant contemplates entering into the Master Declaration (as hereinafter defined) as a co-declarant with the owner of the portion of the Properties designated as Commercial Parcels. Upon completion of a Master Declaration acceptable to Declarant and formation of the Master Association. Declarant hereby declares that all of the property described in Exhibit "A" and any additional property which is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, sold, and conveyed subject to easements, restrictions, covenants, and conditions of the Master Declaration which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

This Declaration is not intended to create an encumbrance on the title of the property described in Exhibit "B" attached hereto. Such title may only be encumbered with the consent of the owner of the property by filing a Supplemental Declaration in accordance with Article VIII.

Article I
Definitions

Section 1.1 "Area of Joint Responsibility" means and refers to those areas, including those designated for common or limited common use by the Properties or by subsequent owners of property within the Properties as depicted on Exhibit "A", which are the responsibility of the Commercial Association, the Association, and the Master Association, and shall include trails in open space reserves, trail improvements, landscaping, fencing and entry monuments along Lexington Boulevard, ShadowGlen Boulevard, ShadowGlen Trace, and the frontage at Highway 290, and public facilities.

Section 1.2 "Articles of Incorporation" or "Articles" means and refers to the Articles of Incorporation of ShadowGlen Residential Property Owners Association, Inc., as filed with the Secretary of State of Texas.

Section 1.3 "Association" means and refers to ShadowGlen Residential Property Owners Association, Inc., a Texas not-for-profit corporation, its successors or assigns. The use of the term "association" or "associations" in lower case shall refer to any owners association having jurisdiction over any part of the Properties.

Section 1.4 "Base Assessment" means and refers to assessments, charges, fees or dues levied against all Units in the Properties, that the owner of each Unit is required to pay to fund Common Expenses.

Section 1.5 "Board of Directors" or "Board" means the governing body of the Association having its normal meaning under Texas corporate law.

Section 1.6 "By-Laws" means and refers to the By-Laws of ShadowGlen Residential Property Owners Association, Inc., as they may be amended from time to time.

Section 1.7 "Class 'B' Control Period" means and refers to the period of time during which the Class "B" member is entitled to appoint the members of the Board of Directors, as provided in Article III, Section 3.2, of the By-Laws.

Section 1.8 "Commercial Association" means and refers to ShadowGlen Commercial Association, Inc., a Texas not-for-profit corporation, its successors or assigns.

Section 1.9 "Commercial Board of Directors" or "Commercial Board" means the governing body of the ShadowGlen Commercial Association, Inc. having its normal meaning under Texas corporate law.

Section 1.10 "Commercial By-Laws" means and refers to the By-Laws of ShadowGlen Commercial Association, Inc., as they may be amended from time to time.

Section 1.11 "Commercial Common Areas" means all real and personal property which the Commercial Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Commercial Owners.

Section 1.12 "Commercial Construction Costs" means and refers to the cost of all engineering, planning, designing, obtaining permits and approvals, constructing, inspections, payment and performance bonds, and all other costs associated with the development, construction, landscaping and maintenance (during the installation and construction period) of the Commercial Common Areas.

Section 1.13 "Commercial Declarant" means and refers to Cottonwood Holdings, Ltd., a Texas limited partnership ("CHL"), or its successors, successors-in-title or assigns, who owns Commercial Parcels and who is designated as the Commercial Declarant in the Commercial Declaration.

Section 1.14 "Commercial Declaration" means and refers to the Declaration of Covenants, Conditions & Restrictions contemplated to be filed by the Commercial Declarant for ShadowGlen Commercial Association, Inc., as the same may be amended from time to time.

Section 1.15 "Commercial Maintenance Costs" means and refers to all costs of the ongoing maintenance, landscape, upkeep, repair, restoration and inspection of the Commercial Common Areas, any and all costs associated with the engagement of professionals for the purposes of such maintenance, any and all costs associated with repairs or upkeep as may be specifically required by the City of Manor, the applicable municipal utility districts, Travis County or any other governmental entity.

Section 1.16 "Commercial Parcel" means and refers to any portion of the Properties not owned by Declarant at the time of the Declaration and contemplated to be subject to the Commercial Declaration.

Section 1.17 "Common Expenses" means and includes any and all of the actual and/or estimated expenses incurred or to be incurred by the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, the Articles of Incorporation of the Association, and/or the Joint Agreement, but shall not include any expenses incurred during the Class "B" Control Period for original construction or original installation of infrastructure, as contemplated at the time of the Declaration.

Section 1.18 "Community-Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and the Design Review Board.

Section 1.19 "Declarant" means and refers to ShadowGlen Residential Community, Ltd., a Texas limited partnership, or its successors, successors-in-title or

assigns who are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 1.20 "Joint Agreement" means and refers to the Common Area Facilities Joint Use Agreement which is contemplated to be entered into by and among Association, Declarant, Commercial Association, Commercial Declarant, Master Association, Master Declarant, and ShadowGlen Development Corporation which will allocate construction obligations, maintenance responsibilities, and cost sharing with respect to joint facilities and improvements to the Area of Joint Responsibility, Residential Common Areas, and Commercial Common Areas.

Section 1.21 "Joint Construction Costs" means and refers to the cost of all engineering, planning, designing, obtaining permits and approvals, constructing, inspections, payment and performance bonds, and all other costs associated with the development, construction, landscaping and maintenance (during the installation and construction period) of the Area of Joint Responsibility.

Section 1.22 "Joint Maintenance Costs" means and refers to all costs of the ongoing maintenance, landscape, upkeep, repair, restoration and inspection of the Area of Joint Responsibility, any and all costs associated with the engagement of professionals for the purposes of such maintenance, any and all costs associated with repairs or upkeep as may be specifically required by the City of Manor, the applicable municipal utility districts, Travis County, or any other governmental entity.

Section 1.23 "Master Association" means and refers to ShadowGlen Master Association, Inc., a Texas not-for-profit corporation, its successors or assigns, contemplated to be formed in furtherance of the provisions of Article XVII.

Section 1.24 "Master Board of Directors" or "Master Board" means the governing body of the ShadowGlen Master Association, Inc. having its normal meaning under Texas corporate law.

Section 1.25 "Master By-Laws" means and refers to the By-Laws contemplated to be filed by the Master Declarant of ShadowGlen Master Association, Inc., as they may be amended from time to time.

Section 1.26 "Master Declarant" means and refers to the Declarant(s) contemplated under the Declaration of Covenants, Conditions & Restrictions for ShadowGlen Master Association, Inc., as they may be amended from time to time.

Section 1.27 "Master Declaration" means and refers to the Declaration of Covenants, Conditions & Restrictions contemplated to be filed by the Master Declarant for ShadowGlen Master Association, Inc., as it may be amended from time to time.

Section 1.28 "Master Land Use Plan" means and refers to the ShadowGlen land use plan which depicts the planned development of the property described in Exhibit "C", as it may be amended from time to time.

Section 1.29 "Member" means and refers to a Person entitled to membership in the Association, as provided herein.

Section 1.30 "Mortgage" means and refers to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 1.31 "Mortgagee" means and refers to a beneficiary or holder of a Mortgage.

Section 1.32 "Mortgagor" means and refers to any Person who gives a Mortgage.

Section 1.33 "Neighborhood" means and refers to each separately developed residential area comprised of one (1) or more housing types subject to this Declaration, whether or not governed by an additional owners association, in which owners may have common interests other than those common to all Association Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Association Members. For example, and by way of illustration and not limitation, each condominium, townhome development, cluster home development, and single-family detached housing development may constitute a separate Neighborhood. In addition, each parcel of land intended for development as any of the above may constitute a Neighborhood, subject to division into more than one (1) Neighborhood upon development.

Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the By-Laws) or Neighborhood Association (as defined in Section 3.3 of this Declaration) having jurisdiction over the property within the Neighborhood. It shall not be necessary for any Neighborhood to be governed by an additional owners' association except in the case of a condominium neighborhood or otherwise as required by law. Neighborhoods may be divided or combined in accordance with Section 3.3 of this Declaration.

Section 1.34 "Neighborhood Assessments" means assessments, charges, fees or dues levied against the Units in a particular Neighborhood or Neighborhoods, that the Owner of each Unit in the Neighborhood or Neighborhoods is required to pay to fund Neighborhood Expenses, as more particularly described in Section 10.1 of this Declaration.

Section 1.35 "Neighborhood Expenses" means and includes the actual and estimated expenses incurred by the Association for the benefit of Owners of Units within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.

Section 1.36 "Owner" means and refers to one (1) or more Persons who hold the record title to any Unit which is part of the Properties, but excluding in all cases

any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit. Every Owner shall also be empowered to enforce the covenants herein.

Section 1.37 "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 1.38 "Properties" means and refers to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

Section 1.39 "Residential Common Areas" means all real and personal property which the Residential Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners.

Section 1.40 "Residential Construction Costs" means and refers to the cost of all engineering, planning, designing, obtaining permits and approvals, constructing, inspections, payment and performance bonds, and all other costs associated with the development, construction, landscaping and maintenance (during the installation and construction period) of the Residential Common Areas.

Section 1.41 "Residential Maintenance Costs" means and refers to all costs of the ongoing maintenance, landscape, upkeep, repair, restoration and inspection of the Residential Common Areas, any and all costs associated with the engagement of professionals for the purposes of such maintenance, any and all costs associated with repairs or upkeep as may be specifically required by the City of Manor, the applicable municipal utility districts, Travis County or any other governmental entity.

Section 1.42 "Residential Representative" means and refers to the person designated by the Residential Board to represent the Association at the Master Association meetings.

Section 1.43 "Special Assessment" means and refers to any and all assessments that are not Base Assessments and are levied in accordance with Section 10.4 of this Declaration.

Section 1.44 "Supplemental Declaration" means an amendment or supplement, if any, to this Declaration executed by or consented to by Declarant. Without limiting the purpose and scope for which a Supplemental Declaration may be recorded, a Supplemental Declaration may, in accordance with the applicable provisions contained herein, (i) modify certain existing provision of this Declaration, (ii) subject additional property to this Declaration and/or (iii) impose, expressly or by reference, additional restrictions and obligations on the land described therein. The term "Supplemental Declaration" shall also refer to the instrument recorded by the

Association pursuant to Article VIII of this Declaration to subject additional property to this Declaration.

Section 1.45 "Unit" means a portion of the Properties, whether developed or undeveloped, that is intended for development, use, and occupancy as attached or detached single family residence, and shall include by way of illustration, but not limitation the following: (i) condominium units, (ii) townhouse units, (iii) cluster homes, (iv) patio homes, (v) zero lot line homes, (vi) single-family detached houses on separately platted lots, and/or (vii) vacant land intended for development as such, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or a part of the Properties. The term shall include all portions of the lot owned as well as any structure thereon. Apartment units located within ShadowGlen shall not be Units as defined herein.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the Master Land Use Plan or the site plan approved by Declarant, whichever is more recent, until such time as a certificate of occupancy is issued on all of a portion thereof by the local governmental entity having jurisdiction. After issuance of a certificate of occupancy on any portion thereof, the portion designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

Article II Property Rights

Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Area of Joint Responsibility and the Residential Common Areas, subject to the limitations and rights as set forth in or derived from the application of the Declaration, By-Laws, and/or Joint Agreement. If ingress or egress to any Owner's Unit is through the Area of Joint Responsibility or Residential Common Areas, any conveyance or encumbrance of such Area of Joint Responsibility or Residential Common Areas is subject to the Owner's easement.

Any Owner may delegate his or her right to use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights of use and enjoyment to the Unit's lessee.

Declarant reserves the right to amend this Declaration unilaterally at any time prior to the conveyance of the first Unit. After such conveyance, the Declarant reserves the right to amend this Declaration unilaterally at any time and from time to time in accordance with Section 13.4.

Article III
Membership and Voting Rights

Section 3.1 Membership.

(a) Member. Every Owner, as defined in Article I, shall be a Member of and/or deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit.

(b) Unit. Ownership of a Unit shall entitle the Owner(s) to one (1) and only one (1) membership in the Association for each Unit owned.

(c) Multiple Owners. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein.

(i) The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws.

(ii) The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.

(d) Leased Property. If a Unit is leased pursuant to Section 12.27 herein, the Owner shall retain the right to vote as described in this Article III.

Section 3.2 Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any.

(i) Association Matters. Class "A" Members shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Section 3.1 hereof; there shall be only one (1) vote per Unit.

(ii) In any situation where a Member is entitled personally to exercise the vote for his Unit and more than one (1) Person holds the interest in such Unit, the vote for such Unit shall be exercised by one (1) and only one (1) of those Persons holding the interest. The Person voting shall be selected by Persons holding an interest in such a manner as those Persons determine among themselves. They shall then advise the Secretary of the Association in writing prior to any meeting of the name of the Person who is entitled to vote on behalf of the Owners of the Unit. In the absence of such advice and if more than one (1) Person seeks to vote, then the Unit's vote shall be suspended.

(b) Class "B". The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this

Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class "B" Member shall be entitled to appoint the members of the Board of Directors during the Class "B" Control Period. Prior to the termination of the Class "B" Control Period, as specified in Article III, Section 3.2, of the By-Laws, the Class "B" Member shall have a right to disapprove actions of the Board of Directors and any committee. During the Class "B" Control Period, Declarant shall have the same rights with regard to any Neighborhood(s) as the Declarant has with regard to the Association. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

(i) the expiration of the Class "B" Control Period pursuant to Article III of the By-Laws; or

(ii) when, in its discretion, the Declarant so determines and advises the Association in writing.

(c) Board of Directors. For a discussion of the provisions for election, removal and replacement of directors with regard to the Board of Directors, see Article III of the By-Laws.

(d) Neighborhood Matters. Members in a Neighborhood shall be entitled to one (1) equal vote for each Unit located in the Neighborhood in which they hold the interest; there shall be only one (1) vote per Unit.

Section 3.3 Neighborhoods. Every Unit shall be located within a Neighborhood. The Units within a particular Neighborhood may be subject to additional covenants and/or the Unit Owners may all be members of another owners' association ("**Neighborhood Association**") in addition to the Association, but no such Neighborhood Association shall be required except in the case of a condominium or otherwise as required by law.

Each Neighborhood, upon the affirmative vote, written consent, or a combination thereof, of a majority of Owners within the Neighborhood, may request that the Association provide a higher level of service or special services for the benefit of Units in such Neighborhood. The Association shall provide such services and the cost of such services shall be assessed against the benefited Units as a Neighborhood Assessment pursuant to Section 10.3 hereof.

Initially, each portion of the Properties which is intended to be subdivided for development as two (2) or more Units at the time it is conveyed by the Declarant or is described on a single plat or series of plats by the same name shall constitute a separate Neighborhood. The developer of any such Neighborhood may apply to the Board of Directors to divide the parcel constituting the Neighborhood into more than one (1) Neighborhood or to combine two (2) or more Neighborhoods into one (1) Neighborhood at any time. Any such application shall be in writing and shall include a plat or survey of the entire parcel that indicates the boundaries of the proposed Neighborhood(s) or otherwise identifies the Units included within the proposed Neighborhood(s). The Board shall have the authority to deny or accept an application

for division or consolidation. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect.

Notwithstanding the foregoing, so long as Declarant owns any of the Properties, Declarant shall have the right to specify the area to be included in a Neighborhood.

Section 3.4 Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered to the Members in accordance with Section 2.5 of the Bylaws. The notice must state the purpose of the meeting and contain a summary of any amendments or actions proposed. The notice should also contain a copy of the proxy that can be cast in lieu of attendance at the meeting.

Section 3.5 Occupants of Apartments. Occupants of apartment units located within the commercial development of the Properties shall not be entitled to membership in the Association or to use the Residential Common Areas based on their occupancy of an apartment unit, other than for access to the apartment unit.

Article IV Maintenance

Section 4.1 Association's Responsibility.

(a) Common Expenses. The Association shall maintain and keep in good repair the Residential Common Areas, such maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements, including all private streets, situated upon the Residential Common Areas or any portion(s) thereof, and such portions of any additional property included within the Area of Joint Responsibility as may be dictated by this Declaration, the Master Declaration, the Joint Agreement, or by any other contract or agreement for maintenance thereof by the Association. Except as otherwise specifically provided herein, all Residential Maintenance Costs associated with the Residential Common Areas or any portions thereof shall be considered Common Expenses to be allocated among all Units as part of the Base Assessment.

(b) Neighborhood Expenses. The Association shall also be responsible for maintenance, repair and replacement of property within any Neighborhood to the extent designated in this Declaration and any Supplemental Declaration affecting the Neighborhood. The Association may also assume maintenance responsibilities with respect to any Neighborhood in addition to those that may be designated by this Declaration and any Supplemental Declaration. This assumption of responsibility may take place either by agreement with the Neighborhood or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. All Residential Maintenance Costs pursuant to this paragraph shall be assessed as a Neighborhood Assessment only against the Units within the Neighborhood to which the

services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

The Association may maintain property that it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. All costs of maintenance pursuant to this paragraph shall be included in the appropriate costs and/or expense category and assessed accordingly.

(c) Compliance with Community-Wide Standard. The Association shall perform its maintenance responsibilities hereunder in a manner consistent with the Community-Wide Standard established pursuant to the Master Declaration. In the event that the Association fails to meet the Community-Wide Standard with regard to maintenance of the Residential Common Areas, and such failure continues for 60 days after written notice is received from the Master Association regarding such failure, the Master Association shall be authorized to assume the maintenance responsibilities of the Association hereunder and under the Master Declaration and to assess all Residential Maintenance Costs thereof to the Owners as a Neighborhood Assessment pursuant to Section 10.3.

Section 4.2 Owner's Responsibility.

(a) Each Owner shall maintain his or her Unit and all structures, landscaping, parking areas and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, unless, such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood pursuant to any Supplemental Declaration or other declaration of Covenants applicable to such Unit.

(b) If any Owner fails to perform properly his or her maintenance responsibility, in addition to any other enforcement rights available to the Association, the Association may perform or appoint another Person to perform such maintenance responsibilities and assess all costs incurred by the Association or its delegated Person against the Unit and the Owner thereof in accordance with Section 10.4 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

Section 4.3 Neighborhood's Responsibility. Upon resolution of the Board of Directors, each Neighborhood shall be responsible for paying, through Neighborhood Assessments, costs of maintenance of certain portions of the Residential Common Areas within or adjacent to such Neighborhood, which may include, without limitation, the costs of maintenance of any signage, entry features, right-of-way, open space and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association.

Any Neighborhood having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to additional covenants affecting the Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Neighborhood fails to perform its maintenance responsibility as required herein and in any additional covenants, the Association may perform it and assess the costs against all Units within such Neighborhood as provided in Section 10.4 of this Declaration.

Section 4.4 Party Walls and Party Fences.

(a) General Rules of Law to Apply. Each wall or fence built as a part of the original construction on the Units which shall serve and separate any two (2) adjoining Units shall constitute a "party wall" or "fence" and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make sure of the wall or fence in equal proportions.

(c) Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner(s) who has received benefit from the party wall or fence may restore it. If the other Owner or Owners thereafter make use of the party wall or fence, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, subject to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Assessment by Association. If the Owners fail or are unable to repair or reconstruct a damaged or destroyed party wall or fence, then the Association shall have the right, but not the obligation, to repair or reconstruct such damaged or destroyed party wall or fence and to assess the costs associated with such repair or reconstruction to the Owners who receive benefit from such party wall or fence.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(f) Arbitration. In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board of Directors of the Association, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal

action that either party may have against the other. No director, officer, committee member or Member of the Association may participate as an arbitrator in any matter.

Article V
Insurance and Casualty Losses

Section 5.1 Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Residential Common Areas. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The fact amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to casualty insurance on the Residential Common Areas, the Association may, upon request of a Neighborhood, and shall, if so specified in a Supplemental Declaration affecting the Neighborhood, obtain and continue in effect adequate blanket all-risk casualty insurance, if reasonably available, on properties within the Neighborhood. If all-risk insurance is not reasonably available, then fire and extended coverage may be substituted. Such coverage may be in such form as the Board of Directors deems appropriate and the face amount of the policy shall be sufficient to cover the full replacement cost of all structures to be insured. The costs thereof shall be charged to the Owners of Units within the benefited Neighborhood as a Neighborhood Assessment, as defined in Article I hereof.

The Association shall have no insurance responsibility for any part of a golf course facility, if such a facility is developed in the Properties.

Insurance obtained on the properties within any Neighborhood, whether obtained by such Neighborhood or the Association, shall at a minimum comply with the applicable provisions of this Section 5.1, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Residential Common Areas. All such insurance shall be in a face amount sufficient to cover the full replacement cost of all insured structures. All such policies shall provide for a certificate of insurance to be furnished to the Association and to the Neighborhood Association, if any.

The Board shall also obtain a public liability policy covering the Residential Common Areas, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members or agents, or any other person who has a right to occupy a Unit. The public liability policy shall have at least a Two Million Dollar (\$2,000,000.00) single person limit as respects bodily injury and property damage, a Five Million Dollar (\$5,000,000.00) limit per occurrence, if reasonably available, and a One Million Dollar (\$1,000,000.00) minimum property damage limit.

Premiums for all insurance on the Residential Common Areas shall be Common Expenses of the Association and shall be included in the Base Assessment, as defined in Article I and as more particularly described in Section 10.1 and Section 10.2; provided, premiums to insure a portion of the Residential Common Areas shall be included in the Neighborhood Assessment of the Neighborhood(s) benefited thereby unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate. The policies may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company authorized to do business in Texas which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

(b) All policies on the Residential Common Areas shall be for the benefit of the Association; all policies secured at the request of a Neighborhood shall be for the benefit of the Neighborhood Association.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Travis County, Texas area.

(f) The Association's Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be canceled, invalidated, suspended, or subjected to non renewal on account of any one or more individual Owners;

(iv) a statement that no policy may be canceled, invalidated, suspended, or subjected to non renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as Common Expenses, workers' compensation insurance (if and to the extent required by law), directors' and officers' liability coverage, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than one-sixth (1/6) of the annual Base Assessments on all Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non renewal.

Section 5.2 Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry adequate blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon, unless either the Neighborhood in which the Unit is located or the Association carries such insurance (which they are not obligated to do hereunder). Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall

continue to maintain the Unit in a neat and attractive condition consistent with the Community-Wide Standard.

A Neighborhood may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Units within the Neighborhood and the standard for returning the Units to their natural state in the event the structures are not rebuilt or reconstructed.

Section 5.3 Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association or the Neighborhood Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Repair or Reconstruction.

(i) During the Class "B" Control Period. During the Class "B" Control Period, Declarant, in Declarant's sole discretion shall determine the extent, if any, of repair or construction that shall be made to remedy damage or destruction to the Residential Common Areas or to the common property of any Neighborhood.

(ii) After the Class "B" Control Period. After the Class "B" Control Period, any damage or destruction to the Residential Common Areas or to the common property of any Neighborhood shall be repaired or reconstructed unless the Members representing at least seventy-five (75%) percent of the total Class "A" vote of the Association, if Residential Common Areas, or the Unit Owners representing at least seventy-five (75%) percent of the total vote of the Neighborhood Association whose common property is damaged, if common property of a Neighborhood Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct.

(iii) Insurance Proceeds. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days.

(iv) Mortgagees. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Residential Common Areas or common property of a Neighborhood Association shall be repaired or reconstructed.

(v) Insufficient Funds. If the damage or destruction to the Residential Common Areas or to the common property of a Neighborhood Association for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners on the same basis as provided for Base Assessments; provided, if the damage or destruction involves the common property of a Neighborhood Association, only the Owners of Units in the affected Neighborhood shall be subject to assessment therefor. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Residential Common Areas or to the common property of any Neighborhood Association shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state, or such other condition as determined by the Board, and maintained by the Association, or the Neighborhood Association, as applicable, in a neat and attractive condition consistent with the Community-Wide Standard.

Section 5.4 Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association or Neighborhood Association, as applicable, and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

Article VI No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no judicial partition of the Residential Common Areas or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration. Owners shall not be assessed for any maintenance of any property acquired by the Association which is not subject to this Declaration.

Article VII Condemnation

Whenever all or any part of the Residential Common Areas shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

(a) If the taking involves a portion of the Residential Common Areas on which improvements have been constructed, then, unless within one hundred twenty (120) days after such taking the Declarant, so long as the Class "B" Control Period exists, as provided in Article III, Section 3.2 of the By-Laws, and at least a majority of the votes cast by Class "A" Members shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Residential Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply.

(b) If the taking does not involve any improvements on the Residential Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

Article VIII Annexation of Additional Property

Section 8.1 Annexation of Master Land Use Plan Property. Declarant shall have, at any time until the termination of the Class "B" Control Period, the unilateral right, privilege, and option, but not the obligation, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in the Master Land Use Plan. Such annexation shall be accomplished by filing in the public records of Travis County, Texas, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of the Members. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the right, privilege, and option to annex additional real property described in the Master Land Use Plan which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by the Declarant. Declarant's right under this Section 8.1 shall terminate on or before December 31, 2032.

Section 8.2 Annexation of Non-Master Land Use Plan Property. Property not described in the Master Land Use Plan that is (i) owned by Declarant and (ii) located

within one half mile of the boundaries of the property described in Exhibits "A" and "B", as modified from time to time ("**Non-Master Land Use Plan Property**") may be annexed in accordance with the following provisions:

(a) During Class "B" Control Period. Until (i) seventy-five percent (75%) of the total acreage described on Exhibits "A" and "B", as modified from time to time, has been conveyed to Persons other than the Declarant and has received certificates of occupancy or (ii) December 31, 2032, whichever is earlier, Declarant shall have the unilateral right, privilege, and option, but not the obligation to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the Non-Master Land Use Plan Property. Such annexation shall be accomplished by filing in the public records of Travis County, Texas, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of the Members. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

(b) After Class "B" Control Period. Upon the earlier of (i) seventy-five percent (75%) of the total acreage described on Exhibits "A" and "B" has been conveyed to Persons other than the Declarant and has received certificates of occupancy or (ii) December 31, 2032, and subject to the consent of the owner thereof and the Declarant, as provided below, the Association may subject real property other than that described in the Master Land Use Plan to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of the Members or alternates representing sixty-seven percent (67%) of the Class "A" votes of the Association (other than those held by Declarant) and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto. Any such annexation shall be accomplished by filing of record in the public records of Travis County, Texas, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the purpose of considering the annexation of property pursuant to this Section and to ascertain the presence of a quorum at such meeting.

(c) Approval of Declarant Required. The written consent of Declarant shall be required on all annexations of real property not described in the Master Land Use Plan, so long as the Declarant owns any property described in Exhibits "A" or "B" hereof, as such may be amended from time to time.

Section 8.3 Acquisition of Additional Residential Common Areas. Declarant may convey to the Association additional real estate, improved or

unimproved, located within the properties described in Exhibits "A" or "B" which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members. Any such property conveyed shall be free and clear of all liens.

Section 8.4 Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" hereof.

Section 8.5 Voting Rights and Assessment Obligations. The voting rights and assessment obligations for future phases shall be the same as for phases already submitted.

Article IX Rights and Obligations of the Association

Section 9.1 Residential Common Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Residential Common Areas and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 9.2 Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant. Any such property conveyed by the Declarant shall be free and clear of all liens.

Section 9.3 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use any recreational facilities on the Residential Common Areas. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association. In any event, however, absolute liability shall not be imposed on any Unit Owner for damage to the Residential Common Areas.

The Association, acting through the Board, may enter into a contract or other agreement with a governmental entity to enforce ordinances on behalf of such entity for the benefit of the Association and its Members.

The Association shall be entitled to collect reimbursement of attorneys' fees and costs for enforcing the rules and regulations and other ordinances pursuant to the

preceding paragraph only after giving written notice to the affected Owner that fees and costs will be charged to the Owner if the violation or delinquency continues ten (10) days after delivery of such notice.

Section 9.4 Implied Rights. The Association, through its Board of Directors, may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 9.5 Governmental Interests. For so long as the Declarant owns any property shown on Exhibits "A" or "B", the Association shall permit the Declarant to designate sites within the Properties, which may include Residential Common Areas owned by the Association, for fire, police, water, and sewer facilities, public schools and parks, and other public facilities.

Section 9.6 Contracts and Maintenance. The Association shall have the right and authority to improve and maintain the Properties and assess the Owners for the Residential Maintenance Costs, Residential Construction Costs, the Joint Construction Costs, the Joint Maintenance Costs, and all other costs necessary to improve and maintain the Residential Common Areas and Area of Joint Responsibility. The Association shall have the authority to enter into contracts with or grant easements to third parties, including governmental authorities, with respect to maintenance, landscaping, development, drainage, and other ecological issues affecting the Properties.

Section 9.7 Notice to Owners. In the event the Association intends to suspend or restrict use by an Owner of the Residential Common Areas, levy fines against an Owner for property damage or violation of the rules and regulations, or file suit against an Owner other than to collect assessments or to foreclose upon the lien granted by this Declaration, the Association shall first give the Owner written notice of same.

Section 9.8 Right of Inspection. Each Owner, upon five (5) days written notice to the Association, shall have the right to inspect the records of the Association, including financial records, during reasonable business hours no more than once per year.

Article X Assessments

Section 10.1 Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in Section 10.8.

(a) There shall be three (3) types of assessments:

(i) Base Assessments to fund Common Expenses for the benefit of all Members of the Association;

(ii) Neighborhood Assessments for Neighborhood Expenses benefiting only Units within a particular Neighborhood or Neighborhoods; and

(iii) Special Assessments as described in Section 10.4 below.

(b) Base Assessments shall be levied equally on all Units.

(c) Neighborhood Assessments shall be levied equally on all Units in the Neighborhood for whose benefit Neighborhood Expenses are incurred as provided in Section 10.3 below.

(d) Special Assessments shall be levied as provided in Section 10.4 below.

Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments. Failure to pay any assessments does not constitute a default under an insured mortgage, but shall subject the defaulting Owner to the penalties provided in Section 10.6 below.

All assessments, together with interest (at a rate not to exceed the highest rate allowed by Texas law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. The Association shall be charged with collecting any type of assessment and no Mortgagee shall be required to collect said assessments. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed One Hundred Dollars (\$100.00) for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless the Board otherwise provides, the Base Assessment and any Neighborhood Assessment may be paid in quarterly installments. Each Owner, by acceptance of a deed to his or her Unit, acknowledges that all Base Assessments

and Neighborhood Assessments levied hereunder are annual assessments due and payable in advance on the first day of the fiscal year; provided, the Board may permit any assessment to be paid in installments. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may revoke the privilege of paying in installments and require annual assessments to be paid in full immediately.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Residential Common Areas or abandonment of the Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The Association shall be charged with collecting any type of assessment and no Mortgagee shall be required to collect said assessment.

In order to preserve the financial viability of the Association, until termination of the Class "B" Control Period, in lieu of paying regular assessments on its unsold Units the Declarant shall be obligated for the difference, if any, between the amount of assessments levied on all Units subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. After the termination of the Class "B" Control Period, the Declarant shall become a Class "A" member and shall no longer be obligated for the difference between the amount of assessments levied on all Units subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year.

Section 10.2 Computation of Base Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared, as provided in Section 10.7 of this Article.

The Base Assessment to be levied against each Unit for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted Common Expenses, including reserves. In determining the level of assessments, the Board, in its sole discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Units subject to assessment under Section 10.7 hereof on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to become subject to assessment during the fiscal year.

Until December 31, 2032, the Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 10.1 above); provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expenses budget and shall be made known to the Members. The payment of such subsidy in any year shall under no circumstances obligate the Declarant to continue payment of such subsidy in future years.

The Board shall cause a copy of the Common Expenses budget and notice of the amount of the Base Assessment to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the Members by Members representing at least a majority of the total Class "A" vote in the Association, and by the Class "B" Member, if such exists.

However, in the event the proposed budget is disapproved or the Board fails for any reason to so determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 10.3 Computation of Neighborhood Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration or the By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Neighborhood Expenses shall be allocated equally among all Units within the Neighborhood benefited thereby and levied as a Neighborhood Assessment.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Unit in the Neighborhood for the coming year to be delivered to each Owner of a Unit in the Neighborhood at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by a majority of the Owners of Units in the Neighborhood to which the Neighborhood Assessment applies, and by the Class "B" Member, if such exists; provided, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least thirty (30%) percent of the Units in such Neighborhood; and provided, further, the right to disapprove shall only apply to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood.

In the event the proposed budget for any Neighborhood is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 10.4 Special Assessments.

(a) Against All Members. The Association may levy Special Assessments from time to time provided such assessment receives the affirmative vote or written consent of the Members representing sixty-seven percent (67%) of the Class "A" votes cast and the affirmative vote or written consent of the Class "B" Member, if such then exists. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(b) Against Neighborhoods. The Association may also levy a Special Assessment against the Units in any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association rules and regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer of the Neighborhood and an opportunity for a hearing.

(c) Against Individual Members. The Association may levy a Special Assessment against any Member individually and against such Member's Unit to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, or the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

Section 10.5 Assessments Payable to ShadowGlen Master Association, Inc. The Association, on behalf of all Units subject to assessment hereunder, shall pay assessments to Master Association, as provided in the Master Declaration. Such assessments shall constitute Common Expenses of the Association and shall be included in the operating budget of the Association, and shall have first priority for payment out of any income of the Association. This assessment obligation shall be enforceable by Master Association as provided in the Master Declaration.

Section 10.6 Lien for Assessments. Upon recording of a notice of lien for assessments on any Unit, there shall exist a perfected lien for unpaid assessments on the respective Unit prior and superior to all other liens, except (a) all taxes, bonds, assessments, and other levies which by law would be superior thereto; (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, especially VA and FHA guaranteed loans; and (c) the lien for assessments or other charges of the Master Association.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association hereby incorporates into this Declaration the provisions of the Texas Residential Property Owners' Association Protection Act codified at Chapter 209 of the Texas Property Code, as the same may be amended from time to time and/or recodified.

Section 10.7 Reserve Budget and Capital Contribution. The Board of Directors shall annually prepare a reserve budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in Section 10.2 and Section 10.3 of this Article. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

Section 10.8 Date of Commencement of Assessments. The obligation to pay the assessments provided for herein shall commence upon conveyance of a Unit to a third party. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit.

Section 10.9 Subordination of the Lien to First Mortgages. The lien for assessments, including interest, late charges (subject to the limitations of Texas law), and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The lien for assessments remains the personal obligation of the seller, and does not pass to successors in title unless personally and expressly assumed. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

Section 10.10 Capitalization of Association. Upon acquisition of record title to a Unit by the first purchaser thereof other than the Declarant or an owner who purchases solely for the purpose of constructing a dwelling thereon for resale, a contribution shall be made by or on behalf of the purchaser to the working capital of the

Association in an amount equal to one-sixth (1/6), or such other amount as the Board may deem appropriate in its sole discretion, of the annual Base Assessment per unit for that year as determined by the Board. This amount shall not be prorated and shall be in addition to, not in lieu of, the annual Base Assessment levied on the Unit and shall not be considered an advance payment or any portion thereof. This amount shall be deposited into the purchase and sale escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

Section 10.11 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, and Special Assessments.

- (a) all Residential Common Areas; and
- (b) all property leased, conveyed, or dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any.

Article XI Architectural Standards

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Design Review Board established in Section 11.1. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the Design Review Board has been obtained pursuant to Section 11.1 below. The Board of Directors may establish reasonable fees to be charged by the Design Review Board on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect.

This Article shall not apply to the activities of the Declarant, nor to construction of improvements or modifications to the Residential Common Areas by or on behalf of the Association.

Section 11.1 Design Review Board. The Design Review Board shall have exclusive jurisdiction over all development, construction, landscaping and/or similar or

related activities on any portion of the Properties and any modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto. Until one hundred percent (100%) of the Properties have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the Design Review Board, which shall consist of at least three (3), but not more than five (5) persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the Design Review Board. Members of the Design Review Board may include architects or similar professionals who are not Members of the Association.

The Design Review Board may delegate its authority to the appropriate board or committee of any Neighborhood Association subsequently created or subsequently subjected to this Declaration so long as the Design Review Board has determined that such board or committee has in force such review and enforcement practices, procedures, and appropriate standards at least equal to those of the Design Review Board. Such delegation may be revoked and jurisdiction resumed at any time by written notice. If the Declarant does not establish the Design Review Board, then the Board shall have exclusive jurisdiction over all development, construction, landscaping and/or similar or related activities on any portion of the Properties and any modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto.

The Design Review Board shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures (the "**Design Review Guidelines**"). The Design Review Guidelines shall be those of the Association, and the Design Review Board shall have sole and full authority to prepare and to amend them. The Design Review Board shall make the Design Review Guidelines available to Owners, builders, and developers who seek to engage in development of, construction on, landscaping on, or similar or related activities on all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith.

Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the Design Review Board for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. In the event that the Design Review Board fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within forty-five (45) days after submission thereof, the plans shall be deemed approved.

Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired; provided, modifications or alterations to the interior of screened porches, patios and

similar portions of a Unit visible from outside the Unit shall be subject to approval hereunder.

Section 11.2 No Waiver of Future Approvals. The approval of the Design Review Board of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Design Review Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 11.3 Variance. The Design Review Board may authorize variances from compliance with any of the Design Review Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Design Review Board from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 11.4 Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Design Review Guidelines promulgated by the Design Review Board may be excluded by the Board from the Properties without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.

Section 11.5 Design Review Board Right to Inspect. Any member of the Design Review Board or its representatives shall have the right, during reasonable hours and after reasonable notice to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

Section 11.6 No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Design Review Board shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, the Design Review Board, any Neighborhood Association, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

Article XII
Use Restrictions

The Properties shall be used only for single family residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarant or the Association as may more particularly be set forth in this Declaration and amendments hereto). For purposes of these restrictions, "single family" shall include those structures known as single family detached homes, duplexes, garden homes, townhomes, and condominiums. Any Supplemental Declaration or additional covenants imposed on the property within any Neighborhood may impose stricter standards than those contained in this Article.

The Declarant or the Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Residential Common Areas facilities. Such regulations and use restrictions shall be binding upon all Owners, occupants, invitees and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of Members representing a majority of the total Class "A" votes in the Association and by the Class "B" Member, so long as such membership shall exist.

No use shall be permitted on the Properties that is not allowed under applicable public codes and ordinances either already adopted or as may be adopted by the City or other controlling public authority. Each Owner, occupant or other user of any portion of the Properties at all times shall comply with this Declaration and the guidelines and with any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Properties. IN SOME INSTANCES GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION AND THE DESIGN REVIEW GUIDELINES. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT OF THIS DECLARATION OR THE DESIGN REVIEW GUIDELINES, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THE DECLARATION OR THE DESIGN REVIEW GUIDELINES WOULD RESULT IN A VIOLATION OF MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH EVENT THOSE GOVERNMENTAL REQUIREMENTS SHALL APPLY. COMPLIANCE WITH MANDATORY GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THIS DECLARATION OR THE DESIGN REVIEW GUIDELINES EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NON-COMPLIANCE OF PROVISIONS OF THIS DECLARATION OR THE DESIGN REVIEW GUIDELINES. WHERE A GOVERNMENT REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION OR THE DESIGN REVIEW GUIDELINES BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION OR THE

DESIGN REVIEW GUIDELINES, THE PROVISIONS OF THIS DECLARATION AND THE DESIGN REVIEW GUIDELINES SHALL PREVAIL.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE PROVISIONS OF THIS DECLARATION OTHER THAN THIS PARAGRAPH THE ASSOCIATION, THE BOARD OF DIRECTORS AND THE DESIGN REVIEW BOARD SHALL NOT HAVE THE RIGHT OR AUTHORITY TO EXERCISE ANY OF THE POWERS OR RIGHTS GRANTED TO ANY OF THEM IN THIS DECLARATION IN SUCH A MANNER AS TO PROHIBIT THE USE BY ANY OWNER OF ITS SITE FOR ANY USE (a) THAT COMPLIES WITH THE FOREGOING PROVISIONS OF THE IMMEDIATELY PRECEDING PARAGRAPH ABOVE, AND (b) THAT IS NOT PROHIBITED BY THE PROVISIONS OF THIS ARTICLE XII. BY WAY OF EXAMPLE, THE BOARD OF DIRECTORS SHALL NOT ADOPT (INITIALLY OR BY AMENDMENT) DESIGN REVIEW GUIDELINES THAT ARE DESIGNED TO PROHIBIT AN OWNER'S USE OF ITS SITE THAT OTHERWISE WOULD BE IN COMPLIANCE WITH THE PROVISIONS OF THE IMMEDIATELY PRECEDING PARAGRAPH ABOVE AND NOT PROHIBITED BY THIS ARTICLE XII. FURTHER, BY WAY OF EXAMPLE, THE DESIGN REVIEW BOARD SHALL NOT EXERCISE ITS APPROVAL RIGHTS IN A MANNER INTENDED TO PROHIBIT AN OWNER'S USE OF ITS SITE THAT OTHERWISE WOULD BE IN COMPLIANCE WITH THE PROVISIONS OF THE IMMEDIATELY PRECEDING PARAGRAPH ABOVE AND NOT PROHIBITED BY THIS ARTICLE XII. THE PROVISIONS OF THIS PARAGRAPH, HOWEVER, DO NOT AFFECT (i) THE RIGHT AND AUTHORITY OF THE ASSOCIATION, THE BOARD OF DIRECTORS, OR THE DESIGN REVIEW BOARD TO EXERCISE THEIR RIGHTS AND POWERS SET FORTH IN THIS DECLARATION, OR (ii) THE OBLIGATIONS OF EACH OWNER TO COMPLY FULLY WITH THE PROVISIONS OF THIS DECLARATION.

Section 12.1 Signs. No sign of any kind shall be erected within the Properties without the written consent of the Board of Directors, except entry and directional signs installed by Declarant. If permission is granted to any Person to erect a sign within the Properties, the Board reserves the right to restrict the size, color, lettering and placement of such sign. The Board of Directors or Declarant shall have the right to erect signs as it, in its discretion, deem appropriate. Notwithstanding the above, no signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties shall be permitted within the Properties. No billboards shall be permitted.

Section 12.2 Parking and Prohibited Vehicles.

(a) Parking. Vehicles shall be parked only in the garages or in the driveways, if any, serving the Units or in appropriate spaces or designated areas in which parking may or may not be assigned. All vehicles shall be subject to such reasonable rules and regulations as the Board of Directors, or any Neighborhood Association, if any, having concurrent jurisdiction over parking areas within the Neighborhood, may adopt. The Declarant and/or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, off-road or unlicensed motorcycles or three or four wheel off-road open vehicles designed for one person, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board or by the Neighborhood Association, if any, having jurisdiction over parking areas within a particular Neighborhood. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Properties except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Residential Common Areas. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with the By-Laws. Each Owner by acceptance of a deed to his or her Unit, hereby waives any and all claims against and potential liability of the Declarant, the Association, their agents, officers, directors, successors and assigns, and hereby releases any and all claims against and potential liability of the Declarant, the Association, their agents, officers, directors, successors and assigns, for damage to or loss of any vehicles or personal property or for the recovery thereof resulting from the exercise of remedies provided herein.

Section 12.3 Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Residential Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Section 12.4 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit. However, those pets which are permitted to roam free, or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Properties shall be removed upon request of the Board; if the owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall be kept on a leash held by a responsible person or otherwise confined in a manner acceptable to the Board, at all times whenever they are outside a Unit, and no pet shall be permitted to leave its droppings on any portion of the Residential Common Areas, and the Owner of such pet

shall immediately remove the same. Pets shall be registered, licensed and inoculated as required by law. Each Owner by acceptance of a deed to his or her Unit, hereby waives any and all claims against and potential liability of the Declarant, the Association, their agents, officers, directors, successors and assigns, and hereby releases any and all claims against and potential liability of the Declarant, the Association, their agents, officers, directors, successors and assigns, for damage or injury to or loss of any pets or personal property or for the recovery thereof resulting from the exercise of remedies provided herein.

Section 12.5 Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plant, animal, device, or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

Section 12.6 Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

Section 12.7 Antennas. To the extent allowable by law, no exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee. To the extent allowable by law, the Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 12.8 Clotheslines, Garbage Cans, Tanks, Etc. All clotheslines, garbage cans, above-ground storage tanks, mechanical equipment, playground equipment and other similar items on Units shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be stored in appropriate containers approved

pursuant to Article XI hereof and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon.

Section 12.9 Subdivision of Unit and Time Sharing. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Unit or Units owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No Unit shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Unit rotates among members of the program on a fixed or floating time schedule over a period of years, except that the Declarant hereby reserves the right for itself and its assigns to operate such a program with respect to Units which it owns.

Section 12.10 Firearms. The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, cross bows, archery equipment, yard darts and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.

Section 12.11 Pools. No above-ground swimming pools shall be erected, constructed or installed on any Unit. Hot tubs, and whirlpools shall be permitted subject to approval in accordance with Article XI of this Declaration.

Section 12.12 Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the Design Review Board. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration. Private irrigation wells are prohibited on the Properties. Provided, however, this Section shall not apply to the Declarant, and it may not be amended without Declarant's written consent so long as Declarant has the right to add property in accordance with Article VIII.

Section 12.13 Tents, Trailers and Temporary Structures. Except as may be permitted by the Declarant or the Design Review Board during initial construction within the Properties, no tent, utility or other storage shed (including sheds built upon concrete foundation), shack, trailer or other structure of a temporary nature shall be placed upon a Unit or any part of the Properties.

Section 12.14 Drainage, Stormwater Runoff, and Septic Systems.

(a) Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby

reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow.

(b) Stormwater Runoff. In order to protect the quality of the water found in the aquifer, streams, ponds and lakes from potential adverse impacts all Persons conducting any construction activities on a Unit shall not take any action that will violate any applicable water pollution laws and regulations. Such Persons shall take the necessary actions to comply with such water pollution laws and regulations. Such compliance may require, among other things, installation of temporary erosion and sedimentation controls prior to commencement of construction, inspection of such controls, maintenance of such controls and re-vegetation of any areas disturbed by construction activities.

(c) Septic Systems. Septic tanks and drain fields are prohibited on the Properties.

Section 12.15 Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XI of this Declaration. In the event of any intentional or unintentional violation of this Section, the violator may be required, by the committee having jurisdiction, to replace the removed tree with one (1) or more trees of such size and number, and in such locations, as such committee may determine in its sole discretion.

Section 12.16 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 12.17 Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 12.18 Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any Unit.

Section 12.19 Lighting. Except for reasonable seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 12.20 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in accordance with Article XI of this Declaration.

Section 12.21 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof.

Section 12.22 Lakes and Water Bodies. All lakes, ponds, and streams within the Properties, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted without the prior approval of the Board of Directors. This Section shall not apply to prohibit use by the golf course facility, if any, of lakes, ponds, or streams within such golf course facility for irrigation of the property comprising such golf course facility or other purposes in connection with golf course play. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties. No docks, piers, or other structures shall be constructed on or over any body of water within the Properties, except such as may be constructed by the Declarant or the Association.

Section 12.23 Playground. Any playground or other play areas or equipment, including without limitation recreational facilities, swimming pools, trails, athletic courts, and playscapes, furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Declarant, the Association, their agents, officers, directors, successors and assigns, shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 12.24 Fences. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Unit except as approved in accordance with this Section 12.24. No Owner shall construct a fence or enclosure except in compliance with fence criterion as shall be made available to the Owner by the Design Review Board or the Association.

Section 12.25 Business Use. No garage sale, yard sale, estate sale, moving sale, rummage sale or similar activity shall be permitted except with the approval of the Association and in accordance with any rules established by the Association, and no trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to a golf course facility nor shall it apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties, including the operation of a timeshare or similar program.

Section 12.26 On-site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Unit in a container designed for fuel storage for emergency purposes and operation of lawn mowers and similar tools or equipment. Owner shall take all necessary precautions to prevent combustion of such stored fuel. The Association and a golf course facility, if any, shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 12.27 Leasing of Units.

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Leasing Provisions.

(i) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing and shall be for an initial term of no less than ninety (90) days, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

(ii) Compliance with Declaration, By-Laws, and Rules and Regulations. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Residential Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Section 12.28 Laws and Ordinances. Every Owner and occupant of any Unit, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 12.29 Other Prohibited Uses. In addition to uses which are inconsistent with zoning for the Properties, violate local, state or federal laws or regulations, or are otherwise prohibited by this Declaration, the following uses and activities are prohibited within the Properties:

- (a) hotels, trailer courts, mobile home parks, and campgrounds;
- (b) oil drilling, water drilling, oil refining, quarrying, or mining operations and all construction incident thereto;
- (c) junk yards, automobile dismantling operations, and sanitary landfills;
- (d) recycling facilities, unless such are for the use of the Owners, are not offensive and are approved by the Board;
- (e) commercial excavation of building or construction materials, except in the usual course of construction of improvements;
- (f) distillation of bones;
- (g) dumping, disposal, incineration, treatment, processing, or reduction of garbage, sewage, offal, dead animals or refuse unless approved by the Commercial Association and Master Association;
- (h) fat rendering;
- (i) stockyard or slaughter of animals;
- (j) refining of petroleum or of its products;
- (k) smelting of iron, tin, zinc or other ores;
- (l) cemeteries;
- (m) labor camps and migrant worker camps;
- (n) jails or honor farms;
- (o) agricultural uses, including animal husbandry;
- (p) munitions and related manufacturing and storage;

- (q) automobile paint and body shops;
- (r) outdoor storage of building or construction materials;
- (s) funeral homes;
- (t) sawmills;
- (u) community fairs or flea markets unless they are temporary (lasting no more than a week) and are approved in advance by the Board;
- (v) outdoor advertising;
- (w) truck terminals and truck-stop-type facilities;
- (x) pawn shop;
- (y) sexually-oriented business such as, but not limited to, x-rated movie or video sales, theater or rental facility, nude modeling studio, massage parlor, lounge or club featuring nude or semi-nude entertainers or escort service; and
- (z) drive-in movie theater.

Section 12.30 No Fireworks or Incendiary Devices. No fireworks or incendiary materials or devices shall be stored upon or ignited upon any of the Properties.

Section 12.31 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration and the Master Declaration and with the rules and regulations of the Master Association.

Section 12.32 Golf Course Buffer. Owners of property abutting or adjacent to golf course property, must comply with the golf course setback requirements set out in the Design Review Guidelines.

Section 12.33 Consent of Master Association and Residential Association. Unless required by law, the Association may not diminish the use restrictions as set forth in this Article XII without the prior written consent of the Master Association and the Commercial Association.

Section 12.34 Capturing, Trapping or Killing Wildlife. No capturing, trapping or killing of wildlife within the Properties, except when such wildlife is imposing a threat to the safety of a person, is permitted without the prior written consent of the Board.

Article XIII
General Provisions

Section 13.1 Enforcement. Each Owner and every occupant shall comply strictly with the By-Laws, the rules and regulations, the use restrictions and with the Design Review Guidelines, all as may be amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration, as may be amended from time to time, and in the deed to his or her property within the Properties, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws, the rules and regulations, use restrictions, or Design Review Guidelines shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner or occupant. Failure by the Board or any Owner or occupant to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, By-Laws, rules and regulations, use restrictions, or Design Review Guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose occupants are responsible) for violating the foregoing.

Section 13.2 Self-Help. In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon a Unit or any portion of the Properties to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, the use restrictions, or the Design Review Guidelines. Except in the case of emergency situations and towing, the Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 13.3 Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 13.4 Amendment.

(a) Prior to the Class "B" Termination, Declarant may unilaterally amend this Declaration, provided, however, any such amendment shall not:

(i) materially adversely affect the title to any Unit unless the Owner shall consent thereto in writing; or

(ii) materially adversely affect

(A) the voting structure set forth in the Bylaws and this Declaration;

(B) the Membership structure, rights or obligations set forth in the Bylaws and this Declaration; or

(C) the use restrictions set forth in this Declaration.

Any amendment prior to the Class "B" Termination, which is described in subsections (a)(i) and (a)(ii) above, requires the written consent of sixty-seven (67%) percent of the total Class "A" votes held by Members.

(b) After the Class "B" Termination, amendments to this Declaration shall require the written consent of sixty-seven (67%) percent of the total Class "A" votes held by Members and the written consent of the Declarant so long as Declarant owns any of the Properties.

(c) In addition, the approval requirements set forth in this Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) Any amendment to be effective must be recorded in the public records of Travis County, Texas.

(e) If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

(f) No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 13.5 Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, including without limitation any such expenses arising in whole or part from such officer, director or committee member's own negligence.

The officers, directors, and committee members shall not be liable for any mistake of judgment, including without limitation any mistake arising in whole or part from their own negligence; provided, however, that this exception from liability shall not apply to their own individual willful misfeasance, malfeasance, misconduct, or bad faith.

The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment, including without limitation any liability resulting or alleged to have resulted in whole or part from negligence on the part of any or all of the officers and directors.

Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as Common Expenses, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 13.6 Protection of Officers and Directors

(a) The power of the Association to indemnify and purchase indemnity insurance for a person who is or was a director or officer, are subject to the provisions of Article 1396-2.22A of the Texas Non-Profit Corporation Act, except to the extent that power is expanded in this subsection. The indemnification permitted under Section B of Article 1396-2.22A is mandatory rather than permissive. In addition, the payment or reimbursement of expenses permitted under Section K of Article 1396-2.22A is mandatory rather than permissive.

(b) Without limitation of the previous section, the Association may purchase and maintain insurance or make other arrangements, at its expense, to protect itself and any director or officer as specified in the previous section, against any such expense, liability or loss, whether or not the Association would have the power to indemnify him against such expense, liability or loss under the Texas Non-Profit Corporation Act.

Section 13.7 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and such portion or portions of the Residential Common Areas as are adjacent thereto and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Residential Common Areas or as between said adjacent Units, as the case may be, along a line perpendicular to

such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

Section 13.8 Easements for Utilities, Etc.

(a) Declarant Easement. There is hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibits "A" or "B", the Association, and the designees of each (which may include, without limitation, Travis County, Texas, City of Manor, Municipal Utilities District(s) to which the Properties are subject and any utility), blanket easements upon, across, over, and under all of the Properties for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, fences, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity; provided, the exercise of these easements shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Owner or occupant thereof.

(b) Water and/or Waste Water Easement. Without limiting the generality of the easements that may be granted under (a) above, there are hereby reserved for the local water and/or waste water supplier easements across all Units and the Residential Common Areas for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes.

(c) Approval. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Declarant.

(d) Specific Easements. Should any entity furnishing a service request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Residential Common Areas without conflicting with the terms hereof.

(e) No Adverse Effect. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Residential Common Areas, nor shall they restrict or otherwise interfere in any manner with the use and development of any Unit.

Section 13.9 Easement for Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of the Declarant, the Association, and the designees of each (which may include, without limitation, Travis County, Texas, Municipal Utilities District(s), and the City of Manor) over and upon the Properties, except for structures, to the extent reasonably necessary, for the maintenance required under Article IV, hereof. This easement shall include the rights of ingress and egress for the purposes of installation, construction, landscaping and maintenance of entry

features, street signs, street lights, set back areas, drainage retention facilities, irrigation systems which serve more than one (1) Unit and landscaped areas adjacent to rights-of-way for the Properties. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around all entry features and adjacent to rights-of-way and the right to grade the land under and around and adjacent to entry features, drainage retention facilities and adjacent to rights-of-way.

The easements across the portions of the Properties that are within Units shall be exercised so as to interfere as little as reasonably possible with the possession, use and enjoyment of the Owner or occupant of any Unit and shall be preceded by reasonable notice whenever the circumstances permit.

Section 13.10 Easement for Golf Play and Golf Balls. Every Unit and the Residential Common Areas and the common property of any Neighborhood are burdened with an easement permitting golf balls unintentionally to come upon the Residential Common Areas, Units or common property immediately adjacent to the golf course, if one is developed, and for golfers at reasonable times and in a reasonable manner to come upon the Residential Common Areas, common property of a Neighborhood, or the exterior portions of a Unit to retrieve errant golf balls; provided, however, if any Unit is fenced or walled, the golfer will seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall the Association be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement. Additionally, every Unit and the Residential Common Areas and the common property of any Neighborhood are burdened with a golf play easement, granted pursuant to that certain Golf Play Easement Agreement by and between ShadowGlen Development Corporation, Cottonwood Holdings, Ltd., ShadowGlen Residential Community, Ltd., and ShadowGlen Golf, L.P., recorded as Document Number 2002040288 in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Golf Play Easement Agreement").

Section 13.11 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 13.12 Right of Entry. The Association shall have the right, but not the obligation, to enter into any Unit for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Association rules, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 13.13 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George Herbert Walker Bush.

Section 13.14 Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Neighborhood and the Association may, but shall not be required to, enforce the latter.

If for any reason Declarant is not a co-declarant of the Master Declaration or does not otherwise consent in writing to the Master Declaration, then any and all references to the Master Declaration, Master Association, Master Board, Master Articles of Incorporation, and/or Master Bylaws contained in this Declaration shall be void *ab initio* as if said references were never a part of this Declaration, and the remaining terms and provisions of this Declaration shall continue in full force and effect. Likewise, if for any reason the Declarant fails to enter into the Joint Agreement, then any and all references to the Joint Agreement contained in this Declaration shall be void *ab initio* as if said references were never a part of this Declaration, and the remaining terms and provisions of this Declaration shall continue in full force and effect.

If the Master Declaration is established as provided above and if a conflict arises between the provisions of Texas state law, any documents created by the Master Association and the Association, then the provisions of Texas state law, this Declaration, the Articles of Incorporation, the By-Laws, the Joint Agreement, the Master Declaration, the Master Articles of Incorporation, the Master By-Laws, any Neighborhood or District created restrictions (in that order) shall prevail. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Association. If the Association is dissolved, the assets shall be dedicated to a public body, or conveyed to a nonprofit corporation with a similar purpose.

Section 13.15 Use of the Words "ShadowGlen" or "ShadowGlen Residential Property Owner's Association, Inc." No Person shall use the words "ShadowGlen Residential Property Owner's Association, Inc." or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the terms "ShadowGlen" or "ShadowGlen Residential Property Owner's Association, Inc." in printed or promotional matter where such term is used solely to specify that particular property is located within ShadowGlen and the Association shall each be entitled to use the words "ShadowGlen" in its name.

Section 13.16 Compliance. Every Owner and occupant of any Unit shall comply with all lawful provisions of this Declaration, the By-Laws and rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Unit Owner or Owners. Each Owner will be held liable for costs and expenses incurred

by the Association as a result of acts or omissions of such Owner or such Owner's tenants, agents, employees, invitees, guests and household members in failing to comply with the Association documents or rules or regulations of the Association, regardless of negligence or culpability.

Section 13.17 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. HOWEVER, NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY UNIT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE NEW CONSTRUCTION AND MODIFICATIONS COMMITTEES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE NEW CONSTRUCTION OR MODIFICATIONS COMMITTEES MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF A UNIT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

Section 13.18 Views from Properties. Each Owner, occupant, guest, invitee and household member acknowledges that neither the Association, the Board of Directors, nor the Declarant, shall in any way be considered insurers or

guarantors of views from within the Properties and neither the Association, the Board of Directors, nor the Declarant shall be held liable for the obstruction of any view caused by the Association, the Declarant, any Owner, or any other Person. Each Owner, occupant, guest, invitee and household member acknowledges that neither the Association, the Board of Directors, nor the Declarant have made any representations or warranties, nor has any Owner, occupant, guest, invitee or household member relied upon any representations or warranties, express or implied, regarding the continued existence of any view from within the Properties.

Section 13.19 Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Unit, such Owner shall give the Board of Directors at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Unit hereunder, including payment of assessments, notwithstanding the transfer of title to the Unit.

Article XIV Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Units in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 14.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 14.2 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Residential Common Areas.

Section 14.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 14.4 Applicability of Article XIV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Texas law for any of the acts set out in this Article.

Section 14.5 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested or by an overnight delivery service, with a record of receipt.

Article XV Declarant's Rights

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein or in the By-Laws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of Travis County, Texas. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibits "A" or "B" in any manner whatsoever.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall, continue, it shall be expressly permissible for Declarant, its designee(s) and any builder approved by Declarant, to maintain and carry on upon portions of the Residential Common Areas such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Units owned by the Declarant and any clubhouse or community center that may be owned by the Association, as models and sales offices, respectively.

Declarant reserves the right to amend this Declaration as discussed more fully in Section 13.4 above.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

In conjunction with the establishment of this Declaration, Declarant and Association shall enter into the Joint Agreement. Any assignment or transfer of Declarant's rights hereunder shall be made in compliance with the Joint Agreement and shall include an assignment and assumption of Declarant's rights and obligations under the Joint Agreement.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) thirty (30) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

Article XVI Golf Course Facility

A golf course currently owned by ShadowGlen Golf, L.P. is located adjacent to the Properties (the "First Facility"). A second golf facility may be developed in or adjacent to the Properties (the "Second Facility"); provided, however, that Declarant shall not be obligated to develop any such Second Facility. The Second Facility, if created, shall be operated and maintained by the Declarant or a third party.

Section 16.1 General. Neither membership in the Association nor ownership or occupancy of a Unit shall confer any ownership interest in or right to use the First Facility, the Second Facility, or any subsequently-developed golf course facility. Rights to use the various golf course facilities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the then owner of the golf course facilities. The owner of the golf course facilities shall have the right, from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the golf course facilities, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether.

Section 16.2 Conveyance of the Golf Course Facilities. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant, their officers, directors, employees,

agents, attorneys, or representatives or any other Person with regard to the continuing ownership or operation of the First Facility, the Second Facility and/or a proposed golf course facility and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment hereto executed or joined into by the Declarant. Further, the ownership or operational duties of and as to the Second Facility and/or any proposed golf course facilities may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Second Facility or any proposed golf course facilities by/to an independent Person, or (b) the conveyance, pursuant to contract, option, or otherwise, of the Second Facility or any golf course facilities to one or more affiliates, shareholders, employees, or independent contractors of Declarant. As to any of the foregoing or any other alternative, no consent of the Association, any Neighborhood, or any Owner shall be required to effectuate such transfer. Notwithstanding the above, under no circumstances shall the Second Facility or any proposed golf course be conveyed to the Association and no Owner shall have any right or interest in the First Facility, the Second Facility or any proposed golf course by virtue of ownership or occupancy of a Unit.

Section 16.3 Rights of Access and Parking. The owner of any proposed golf course, if developed, and its users, customers, guests, invitees, and the employees, agents, contractors, and designees of the golf course facilities shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel from/to the entrance to the Properties to/from the golf course facility, respectively, and, further, over those portions of the Properties (whether Residential Common Areas or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the golf course facilities. Without limiting the generality of the foregoing, users of the golf course facilities and permitted members of the public shall have the right to park their vehicles on the roadways located within the Properties at reasonable times before, during, and after golf tournaments and other similar functions held by/at the golf course facilities.

Section 16.4 Limitations on Amendments. Subject to the provisions of the Golf Play Easement Agreement, in recognition of the fact that the provisions of this Article are for the benefit of the owner of the Second Facility, no amendment to this Article, and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the then owner of the Second Facility. The provisions of this Section shall not apply to amendments made by the Declarant.

Section 16.5 Jurisdiction and Cooperation. Except as specifically provided herein or in the By-Laws, the Association shall have no power to promulgate rules and regulations affecting activities on or use of the Second Facility without the prior written consent of the then owner of the Second Facility; provided, however, the Association shall have the right to enter into agreements with the owner of the Second Facility for sharing of the recreational facilities associated with such Second Facility.

Article XVII
ShadowGlen Master Association, Inc.

Section 17.1 ShadowGlen Master Association, Inc. Every Owner, by acceptance of a deed to a portion of the Properties, acknowledges that he or she shall be subject to the Master Declaration contemplated to be recorded in the land records of Travis County, Texas.

Section 17.2 Supremacy of ShadowGlen Master Declaration. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Declaration, the By-Laws or the Articles of Incorporation, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Master Declaration and the Master By-Laws. The Association and all committees thereof shall also be subject to all superior rights and powers that have been conferred upon Master Association pursuant to its declaration and By-Laws. The Association shall take no action in derogation of the rights of, or contrary to the interests of Master Association; all matters as to which there is disagreement shall be resolved in favor of Master Association.

Section 17.3 Powers of the ShadowGlen Master Association, Inc. The Master Association shall have the power to veto any action taken or contemplated to be taken by the Association that the Master Board of Directors reasonably determines to be adverse to the interests of itself or its members or inconsistent with the Community-Wide Standard. The Master Association shall also have the power to require specific action to be taken by the Association in connection with its obligations and responsibilities hereunder or under any other covenants affecting the Properties. Without limiting the generality of the foregoing, the Master Association may require specific maintenance or repairs or aesthetic changes to be effectuated by the Association, may require that a proposed budget include certain items and that expenditures be made therefor, and may veto or cancel any contract providing for maintenance, repair, or replacement of the property governed by Association.

Any action required by the Master Association in a written notice pursuant to the foregoing paragraph to be taken by the Association shall be taken within the time frame set in such written notice. If the Association fails to comply with the requirements set forth in such written notice, the Master Association shall have the right to effect such action on behalf of the Association and shall assess the Units on the Properties for their pro rata share of any expenses incurred by the Master Association under the circumstances (to cover such association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of such association) in the manner provided in the Master Declaration. Such assessments may be collected as a Special Assessment thereunder and shall be subject to all lien rights provided for therein.

Section 17.4 Enforcement. A breach of any of the limitations, restrictions, conditions and covenants set forth in this Declaration, or the continuing violation thereof, may be enjoined, abated or remedied by appropriate legal proceedings by Master

Association. The Master Association shall be entitled to enforce the provisions of this Declaration in the same manner and to the same extent as the Board or any Owner. The failure of Master Association to enforce any of the limitations, restrictions, conditions or covenants contained herein shall not constitute a waiver of the right to enforce the same thereafter. No liability shall be imposed on, or incurred by, Master Association as a result of such failure. The prevailing party in any action at law or in equity instituted by Master Association to enforce or interpret said limitations, restrictions, conditions or covenants, shall be entitled to all costs incurred in connection therewith, including without limitation, reasonable attorneys' fees.

Section 17.5 Easement to ShadowGlen Master Association, Inc. The officers, agents, employees and independent contractors of Master Association shall have a nonexclusive easement to enter upon any portion of the Properties for the purpose of performing or satisfying the duties and obligations of Master Association as set forth in its by-laws and rules and regulations and the Master Declaration, the Master By-laws and rules and regulations of the Master Association.

Section 17.6 Cumulative Effect. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Master Declaration.

The Association may enforce provisions or rules which are stricter than those of Master Association, and shall apply, but not be limited to, the lien for assessments created in favor of the Association.

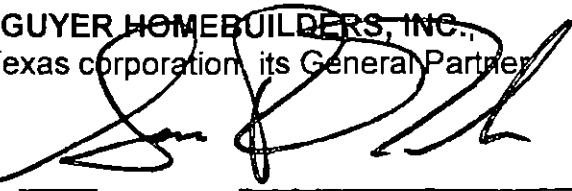
Section 17.7 Amendment. No amendment to this Declaration which materially affects the rights or interests of Master Association shall be valid unless approved in writing by the Master Board.

Section 17.8 Termination. The homeowners association structure created by this Declaration shall not be terminated without the prior written consent of the Master Board.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 18 day of March, 2003

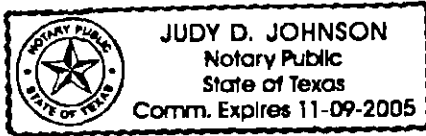
SHADOWGLEN RESIDENTIAL COMMUNITY, LTD.,
a Texas limited partnership

By: McGUYER HOMEBUILDERS, INC.,
a Texas corporation its General Partner

By: 
Gary R. Tesch, Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 18 day of March, 2003, by Gary R. Jesch, as Vice President of McGuyer Homebuilders, Inc., a Texas Corporation, on behalf of said limited partnership.



Judy D. Johnson
Notary Public, State of Texas

Judy D. Johnson
Printed Name of Notary

11-9-05
My Commission Expires: _____

EXHIBIT "A"

Land Initially Submitted

APPROXIMATELY 227.080 ACRES OF LAND KNOWN AS SHADOWGLEN PHASE ONE, WHICH LAND IS MORE FULLY DESCRIBED IN THE METES AND BOUNDS DESCRIPTION INCLUDED IN THIS EXHIBIT "A" (SEE ATTACHED METES AND BOUNDS DESCRIPTION).

METES AND BOUNDS DESCRIPTION

Being all that certain 228.4626 acre tract or parcel of land out of and part of that certain 1020.318 acre tract as described in Deed to Cottonwood General Partner, L.C., recorded in Volume 12251, Page 1531, Travis County Real Property Records (TCRPR) and being part of (a) that certain 758.794 acre tract (called Tract 4), and that certain 181.445 acre tract (called Tract 1), in Deed to Cottonwood Holdings, Ltd. and as described in Deed recorded in Volume 9656, Page 366, and Volume 12266, Page 1144, TCRPR, all being situated in the SUMNER BACON SURVEY NO. 62 and the WILLIAM STANDERFORD SURVEY NO. 69 AND NO. 70, Travis County, Texas, all being originally out of Tracts 4, 5, and 6, of the T. M. RECTOR ESTATE, according to the map or plat thereof as described in Volume 52, Page 323, Cause No. 6096, Travis County Probate Records; and (b) that certain 69.813 acre tract as described in Deed to Nancy E. Nordquist, Trust and Ben R. Eppright, Jr. by Deed recorded in Volume 12844, Page 790, TCRPR; said 228.4626 acre tract being more particularly described by metes and bounds as follows, to-wit:

COMMENCING at a point marking the Northeast corner of the herein described tract, same being located at the intersection with the old City of Manor City Limits Line (having Texas State Plane Coordinates, X = 3176104.57, Y = 10102427.11), same being located in the East line of said 1020.318 acre tract and being further located North 28°09'05" East-654.62 feet from a concrete monument found marking the intersection of the Northerly right-of-way line of U.S. Highway 290, with the said East line of the 1020.318 acre tract;

THENCE, North 62°22'45" West, with the said old City of Manor City Limits Line, a distance of 629.83 feet to the POINT OF BEGINNING hereof;

THENCE, South 49°24'51" West, a distance of 167.85 feet a point for corner;

THENCE, the following nine (9) courses and distances:

- (1) South 22°13'13" East-129.16 feet to a point of curvature;
- (2) In a Southeasterly direction along the arc of a curve to the right, having a radius of 745.00 feet, a chord bearing and distance of South 11°42'34" East-271.81 feet to a point of tangency;
- (3) South 01°11'55" East-361.20 feet;
- (4) South 46°57'30" East- 35.96 feet to a point in the Northerly right-of-way line of U.S. 290;
- (5) South 87°16'16" West-140.24 feet with the said Northerly right-of-way line of U.S. 290;
- (6) North 43°01'52" East- 35.02 feet;
- (7) North 01°11'55" West-364.94 feet to a point of curvature;
- (8) In a Northwesterly direction along the arc of a curve to the left, having a radius of 655.00 feet, a chord bearing and distance of North 11°42'34" West-238.97 feet to a point of tangency; and
- (9) North 22°13'13" West-129.16 feet;

THENCE, continue, North 22°13'13" West, a distance of 115.90 feet to a point of curvature;

THENCE, in a Northwesterly direction along the arc of a curve to the right, said curve having a radius of 745.00 feet, a chord bearing and distance of North 21°13'49" West-25.74 feet to a point for corner;

THENCE, South 77°25'14" West, a distance of 207.86 feet to a point for corner;

THENCE, North 48°16'37" West, a distance of 593.49 feet to a point for corner;

THENCE, North 54°21'20" West, a distance of 494.06 feet to a point for corner;

THENCE, North 80°10'43" East, a distance of 88.10 feet to a point for corner in the said old City of Manor City Limits Line;

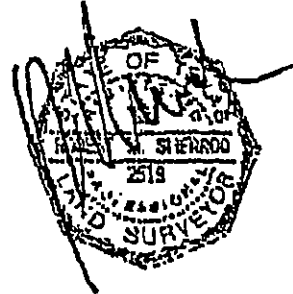
THENCE, the following fifty-three (53) courses and distances:

- (1) Continue, North 80°10'43" East-378.87 feet;
- (2) North 67°38'30" East- 72.69 feet;
- (3) North 40°01'20" East- 65.25 feet;
- (4) North 35°03'03" East- 65.00 feet;
- (5) North 29°07'16" East-760.99 feet;
- (6) North 00°40'49" East-252.70 feet;
- (7) North 54°29'54" West-156.78 feet;
- (8) North 59°18'20" West-135.43 feet;
- (9) South 41°33'55" West-599.37 feet;
- (10) North 80°58'44" West-133.02 feet;
- (11) South 21°24'44" West-145.54 feet;
- (12) South 65°37'10" West-455.24 feet;
- (13) North 22°37'28" West-320.62 feet;
- (14) North 29°33'47" West-117.74 feet;
- (15) South 48°39'39" West-250.98 feet;
- (16) South 75°38'43" West-266.94 feet;
- (17) North 42°00'00" West-253.02 feet to a point in a curve;
- (18) In a Southwesterly direction along the arc of curve to the left, having a radius of 960.00 feet, a chord bearing and distance of South 38°12'58" West-.75.47 feet to a point of tangency;
- (19) South 35°57'48" West-920.82 feet to a point of curvature;
- (20) In a Southwesterly direction along the arc of a curve to the right, having a radius of 1040.00 feet, a chord bearing and distance of South 39°50'14" West-140.52 feet to a point of tangency;
- (21) South 43°42'40" West-269.46 feet to a point of curvature;
- (22) In a Southwesterly direction along the arc of a curve to the left, having a radius of 460.00 feet, a chord bearing and distance of South 05°32'53" West-568.47 feet to a point of tangency;
- (23) South 32°36'53" East-440.41 feet to a point of curvature;
- (24) In a Southeasterly direction along the arc of a curve to the right, having a radius of 600.00 feet, a chord bearing and distance of South 17°42'00" East-308.86 feet to a point of tangency;
- (25) South 02°47'07" East-201.49 feet;
- (26) South 47°47'07" East- 35.53 feet to a point in the said North right-of-way line of U.S. 290;
- (27) South 87°12'51" West-150.25 feet with the said North right-of-way line of U.S. 290;
- (28) North 42°12'53" East- 35.54 feet;
- (29) North 02°47'07" West-241.70 feet to a point of curvature;
- (30) In a Northwesterly direction along the arc of a curve to the left, having a radius of 500.00 feet, a chord bearing and distance of North 17°42'00" West-257.38 feet to a point of tangency;
- (31) North 32°36'53" West-405.53 feet to a point of curvature;
- (32) In a Northeasterly direction along the arc of a curve to the right, having a radius of 540.00 feet, a chord bearing and distance of North 05°32'53" East-667.33 feet to a point of tangency;
- (33) North 43°42'40" East-269.46 feet to a point of curvature;
- (34) In a Northeasterly direction along the arc of a curve to the left, having a radius of 960.00 feet, a chord bearing and distance of North 39°50'14" East-129.71 feet to a point of tangency;
- (35) North 35°57'48" East-920.82 feet to a point of curvature;
- (36) In a Northeasterly direction along the arc of a curve to the right, having a radius of 1040.00 feet, a chord bearing and distance of North 43°06'59" East-259.00 feet;
- (37) North 20°37'10" West-519.79 feet;
- (38) North 26°22'45" East-686.21 feet;
- (39) North 39°50'39" East-620.37 feet;
- (40) North 11°31'16" East- 71.59 feet;
- (41) North 09°55'04" West- 83.81 feet;
- (42) North 30°01'17" East-191.94 feet;
- (43) North 36°33'46" East-199.71 feet, to a point in the Southerly line of a 100-foot wide LCRA Electric Transmission Easement as described in Deed recorded in Volume 623, Page 421, TCDR;

- (44) South 72°10'21" East, with the said Southerly line of 100-foot wide LCRA Easement, a distance of 3820.42 feet to a point for corner in the East line of said 1020.318 acre tract and the West line of that certain 109.3705 acre tract as conveyed to Cottonwood Holdings, Ltd. by Deed recorded in Document No. 1999115220, Travis County Official Public Records;
- (45) South 27°39'55" West, with the said East line of the 1020.318 acres and the said West line of the 109.3705 acres, a distance of 103.60 feet to a nail found marking the Southwest corner of said 109.3705 acre tract;
- (46) South 26°45'25" West, with the said East line of the 1020.318 acre tract, a distance of 444.32 feet to an iron rod found for angle point;
- (47) South 27°15'30" West, with the said East line of the 1020.318 acre tract, a distance of 1070.78 feet to an iron rod found for angle point;
- (48) South 27°46'50" West, with the said East line of the 1020.318 acre tract, a distance of 850.35 feet to a point for corner;
- (49) North 62°00'18" West-261.59 feet;
- (50) South 76°21'23" West- 67.50 feet;
- (51) South 63°24'30" West- 60.05 feet;
- (52) South 54°10'18" West-183.77 feet; and
- (53) South 49°24'51" West-733.19 feet to the POINT OF BEGINNING and containing 228.4626 acres of land.

BASIS OF BEARINGS: Texas State Plan Coordinate System, Central Zone

Compiled By:
 Robert M. Sherrod, R.P.L.S.
 GEO, A Geographical Land Services Co.
 4412 Spicewood Springs Road, #1002
 Austin, Texas 78759
 February 19, 2001
 Revised: March 21, 2001/May 15, 2001
 GEO Job No. 965467



Page 3 of 3 Pages

Save and except for a 0.864-acre tract of land and a 0.519-acre tract of land, property descriptions that more fully described these two tracts are attached on Exhibit A-1 and Exhibit A-2 respectively, the attached property descriptions are incorporated herein for all purposes.

Exhibit "A"



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

0.864 ACRES
SHADOWGLEN RESIDENTIAL COMMUNITY, LTD.

A DESCRIPTION OF 0.864 ACRES IN THE WILLIAM STANDERFORD SURVEY NO. 69, TRAVIS COUNTY, TEXAS, BEING A PORTION OF 228.4626 ACRES CONVEYED FROM SHADOWGLEN DEVELOPMENT CORPORATION TO SHADOWGLEN RESIDENTIAL COMMUNITY, LTD. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2001189128 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.864 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap set for an angle point in the common line of the said 228.4626 acres and a 110.7046 acre tract conveyed to Shadowglen Golf, L.P. by instrument recorded in Document No. 2001210550 of the Official Public Records of Travis County, Texas;

THENCE with the said common line, North 22°36'42" West a distance of 206.64 feet to a 1/2" rebar with cap set, from which a 1/2" rebar found for an angle point in the said common line bears North 22°36'42" West a distance of 114.01 feet;

THENCE over and across the 228.4626 acre tract, the following three (3) courses:

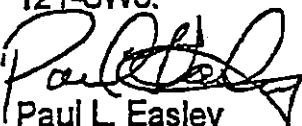
North 81°28'32" East a distance of 97.20 feet to a 1/2" rebar with cap set;

South 75°07'35" East a distance of 144.95 feet to a 1/2" rebar with cap set;

South 69°04'17" East a distance of 124.25 feet to a 1/2" rebar with cap set in the said common line, from which a 1/2" rebar found for an angle point in the said common line bears North 65°37'56" East a distance of 155.77 feet;

THENCE with the said common line South 65°37'56" West a distance of 299.50 feet to the **POINT OF BEGINNING**, containing 0.864 acres of land, more or less.

Surveyed on the ground in April 2002. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 14-121-SW3.

 7-1-02
Paul L. Easley
Registered Professional Land Surveyor
State of Texas No. 4432

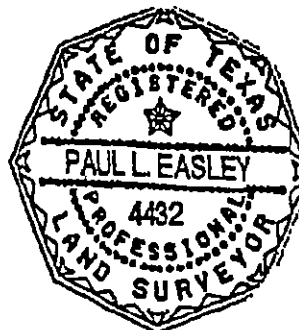


Exhibit "A-1"

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.864 ACRES IN THE WILLIAM STANDERFORD SURVEY NO. 69, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 228.4626 ACRE TRACT CONVEYED FROM SHADOWGLEN DEVELOPMENT CORPORATION TO SHADOWGLEN RESIDENTIAL COMMUNITY, LTD. BY INSTRUMENT RECORDED IN DOC.# 2001189128 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

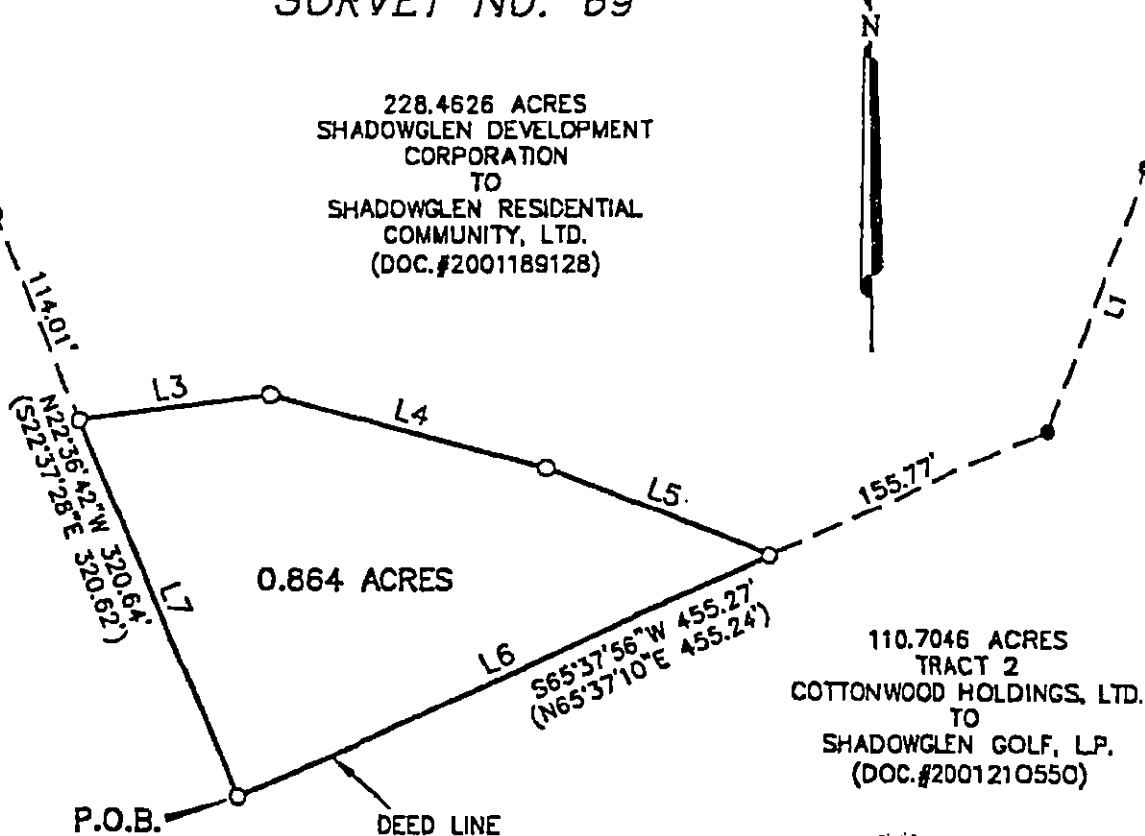
BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE,
1983/93 HARN VALUES FROM LCRA CONTROL NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 14-121-SW3

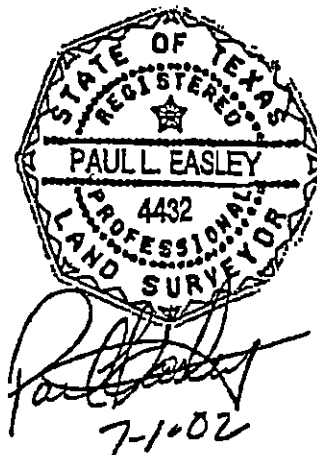
WILLIAM STANDERFORD SURVEY NO. 69

228.4626 ACRES
SHADOWGLEN DEVELOPMENT
CORPORATION
TO
SHADOWGLEN RESIDENTIAL
COMMUNITY, LTD.
(DOC.#2001189128)

1"=100'



LINE TABLE			
No.	BEARING	LENGTH	RECORD
L1	S21°25'09"W	145.41'	(S21°24'44"W 145.54')
L2	N29°34'03"W	117.54'	(N29°33'47"W 117.74')
L3	N81°28'32"E	97.20'	
L4	S75°07'35"E	144.95'	
L5	S69°04'17"E	124.25'	
L6	S65°37'56"W	299.50'	
L7	N22°36'42"W	206.64'	



DATE OF SURVEY: 04/24/02
PLOT DATE: 06/27/02
DRAWING NO.: 14-121-SW3
PROJECT NO.: 014-121.6

Chaparra

LEGEND	
●	1/2" REBAR FOUND
○	1/2" REBAR WITH CAP SET
()	RECORD INFORMATION

Exhibit "A-1"



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

0.519 ACRES
SHADOWGLEN RESIDENTIAL COMMUNITY, LTD.

A DESCRIPTION OF A 0.519 ACRE TRACT OF LAND IN THE WILLIAM STANDERFORD SURVEY NO. 69, TRAVIS COUNTY, TEXAS, BEING A PORTION OF 228.4626 ACRES CONVEYED FROM SHADOWGLEN DEVELOPMENT CORPORATION TO SHADOWGLEN RESIDENTIAL COMMUNITY, LTD. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2001189128 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.519 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for an angle point in the common line of the said 228.4626 acres and a 110.7046 acre tract conveyed to Shadowglen Golf, L.P. by instrument recorded in Document No. 2001210550 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar found for an angle point in the said common line bears North 80°10'08" East a distance of 466.76 feet, and from which a 1/2" rebar found for another angle point in the said common line bears South 54°20'48" East a distance of 494.06 feet;

THENCE with the said common line North 80°10'08" East a distance of 270.00 feet to a 1/2" rebar with cap set for an angle point;

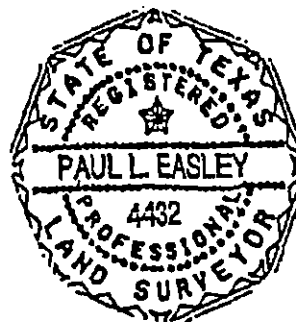
THENCE over and across the 228.4626 acre tract, South 22°17'39" West a distance of 197.88 feet to a 1/2" rebar with cap set in the said common line;

THENCE with the said common line North 54°20'48" West a distance of 235.02 feet to the **POINT OF BEGINNING**, containing 0.519 acres of land, more or less.

Surveyed on the ground in April 2002. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 14-121-SW1.

Paul L. Easley
Registered Professional Land Surveyor
State of Texas No. 4432

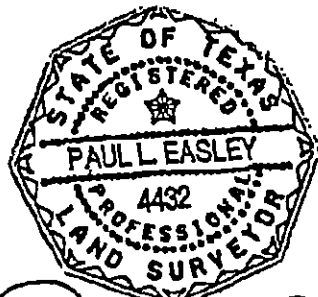
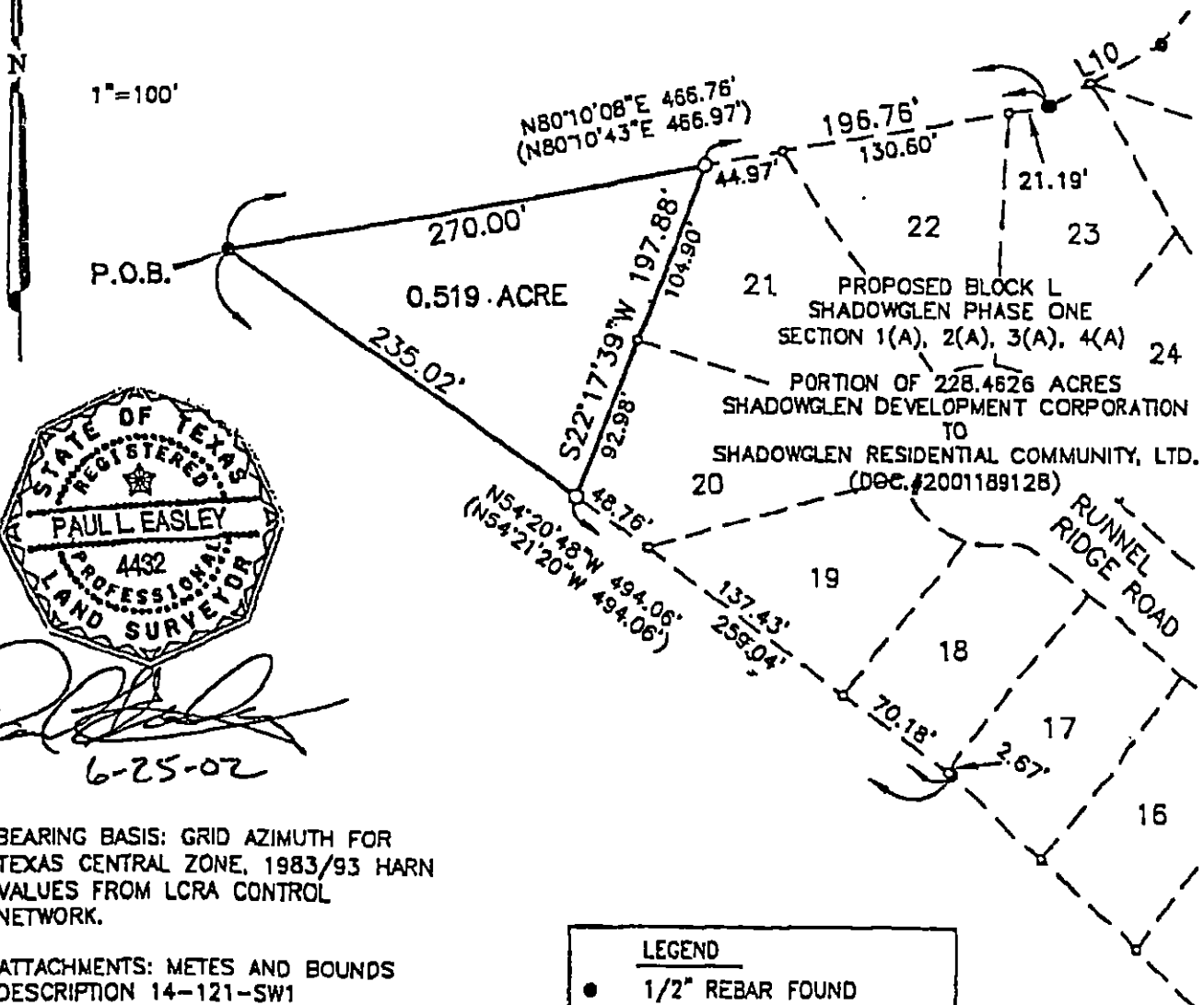
6-25-02



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.519 ACRES IN THE WILLIAM STANDERFORD SURVEY NO. 69, TRAVIS COUNTY, TEXAS, BEING A PORTION OF 228.4626 ACRES CONVEYED FROM SHADOWGLEN DEVELOPMENT CORPORATION TO SHADOWGLEN RESIDENTIAL COMMUNITY, LTD. BY INSTRUMENT RECORDED IN DOC.# 2001189128 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WILLIAM STANDERFORD SURVEY NO. 69

110.7046 ACRES
TRACT 2
COTTONWOOD HOLDINGS, LTD.
TO
SHADOWGLEN GOLF, L.P.
(DOC.#2001210550)



BEARING BASIS: GRID AZIMUTH FOR
TEXAS CENTRAL ZONE, 1983/93 HARN
VALUES FROM LCRA CONTROL
NETWORK.

ATTACHMENTS: METES AND BOUNDS
DESCRIPTION 14-121-SW1

LEGEND	
●	1/2" REBAR FOUND
○	1/2" REBAR WITH CAP SET
◻	CALCULATED POINT
()	RECORD INFORMATION

DATE OF SURVEY: 04/24/02
PLOT DATE: 06/19/02
DRAWING NO.: 14-121-SW1
PROJECT NO.: 014-121.6

Chaparral

Exhibit "A-2"

EXHIBIT "B"

Land Subject to Annexation

The land subject to annexation to the Declaration includes the following:

- (a) Tract One - Approximately 432.01 acres of land as more fully described on the attached metes and bounds description;
- (b) Tract Two - Approximately 117.01 acres of land as more fully described on the attached metes and bounds description;
- (c) Tract Three - Approximately 226.90 acres of land as more fully described on the attached metes and bounds description; and
- (d) all property which Declarant may now or hereafter own in the County of Travis, Texas, on any plat, with the exception of the property initially submitted to the Declaration described in Exhibit "A."

Note to Clerk and Title Examiners:

This Declaration is not intended to create an encumbrance on the title of the property described in this Exhibit "B". Such title may only be encumbered with the consent of the owner of the property by filing a Supplemental Declaration in accordance with Article VIII.

TRACT ONE
SHADOWGLEN – PHASE TWO

STATE OF TEXAS
COUNTY OF TRAVIS

METES AND BOUNDS DESCRIPTION

Being all that certain 432.01 acre tract or parcel of land out of the SUMNER BACON SURVEY NO. 62, the GREENBURY GATES SURVEY NO. 63 and the WILLIAM STANDERFORD SURVEYS NO. 69 AND NO. 70, Travis County, Texas, and part of that certain 1020.318 acre tract as described in Deed to Cottonwood General Partner, L.C., recorded in Volume 12251, Page 1531, Travis County Real Property Records (TCRPR); and being originally out of Tracts 6, 7, and 8 of T.M. RECTOR ESTATE, according to the map or plat thereof as described in Volume 52, Page 323, Cause No. 6096, Travis County Probate Records; and including all or portions of that certain 109.3705 acre tract (called 109.39 acres) as conveyed to George J. Eppright by Deed recorded in Volume 4036, Page 513, Travis County Deed Records, and conveyed to Cottonwood Holdings, Inc. in Document No. 1999115220, Travis County Official Public Records (TCOPR), that certain 80.187 acre and 69.813 acre tracts as described in Deed to Nancy E. Nordquist, Trust and Ben R. Eppright, Jr. by Deed recorded in Volume 12844, Page 790, TCRPR, and that certain 120.7149 acre tract conveyed to Edward Gozenbach by Deed recorded in Volume 3188, Page 1047, Travis County Deed Records, said 432.01 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found for the Southwest Corner of that said 109.3705 acre tract to G.J. Eppright as recorded in Volume 4036, Page 513, Travis County Deed Records;

THENCE, North 27° 39' 55" East, with the West line of said 109.3705 acre tract, a distance of 103.61 feet to a point in the south line of a 100-foot wide L.C.R.A. Electric Transmission Easement recorded in Volume 623, Page 421 of the Travis County Deed Records;

THENCE, North 72° 10' 21" West, along the South line of said L.C.R.A. Electric Transmission Easement, a distance of 3,820.41 feet;

THENCE, the following thirty-six (36) courses and distances:

- (1) North 36° 33' 46" East – 1.05 feet;
- (2) North 35° 54' 04" East – 354.03 feet;
- (3) North 41° 15' 38" East – 172.58 feet;
- (4) North 27° 59' 50" East – 1149.39 feet;
- (5) North 41° 08' 13" East – 106.73 feet;
- (6) North 61° 38' 40" East – 60.62 feet;
- (7) North 04° 54' 12" East – 87.96 feet;
- (8) North 07° 54' 07" East – 82.03 feet;
- (9) North 18° 01' 22" East – 82.99 feet;
- (10) North 27° 33' 42" East – 65.00 feet;

- (11) North 32° 34' 21" East – 130.42 feet;
- (12) North 06° 29' 21" East – 118.94 feet;
- (13) North 10° 47' 21" East – 97.39 feet;
- (14) North 25° 02' 15" East – 98.75 feet;
- (15) North 10° 40' 07" West – 231.20 feet;
- (16) North 45° 46' 08" East – 143.97 feet;
- (17) North 83° 05' 09" East – 123.43 feet;
- (18) South 65° 21' 25" East – 71.81 feet;
- (19) South 38° 28' 39" East – 161.83 feet;
- (20) South 82° 37' 16" East – 220.68 feet;
- (21) North 83° 48' 44" East – 53.69 feet;
- (22) North 67° 53' 33" East – 223.57 feet;
- (23) North 76° 06' 41" East – 95.36 feet;
- (24) North 35° 29' 36" East – 608.44 feet;
- (25) North 44° 26' 10" East – 68.34 feet;
- (26) In a Northwesterly direction along the arc of a curve to the right, having a delta of 27° 03' 14", a radius of 645.00 feet, an arc length of 304.56 feet and a chord bearing and distance of North 32° 02' 13" West – 301.73 feet;
- (27) North 18° 30' 36" West – 187.32 feet;
- (28) North 14° 22' 47" West – 92.80 feet;
- (29) North 00° 26' 42" East – 103.60 feet;
- (30) North 16° 32' 27" East – 103.60 feet;
- (31) North 32° 38' 11" East – 103.60 feet;
- (32) North 48° 43' 56" East – 103.60 feet;
- (33) North 64° 49' 40" East – 103.60 feet;
- (34) North 80° 55' 25" East – 103.60 feet;
- (35) South 82° 58' 51" East – 103.60 feet;
- (36) South 70° 07' 41" East – 97.07 feet to a point in the northerly line of said 120.7149 acre tract;

THENCE, South 62° 44' 15" East, with the Northerly line of said 120.7149 acre tract, a distance of 3,078.54 feet to a 3-inch iron rod pipe found marking the Northeast corner of said 120.7149 acre tract;

THENCE, South 26° 45' 20" West, with the East line of said 120.7149 acre tract, a distance of 1069.49 feet to the northeast corner of the said 80.187 acre tract;

THENCE, South 27° 39' 55" West with the East line of said 80.187 acre tract, a distance of 703.87 feet to an iron rod found marking the Northwest corner of the aforementioned 109.3705 acre tract;

THENCE, South 62° 19' 40" East, with the North line of said 109.3705 acre tract, a distance of 1015.86 feet;

THENCE, with the following five (5) courses and distances:

- (1) South 26° 27' 47" West – 898.40 feet;
- (2) In a Southeasterly direction along the arc of a curve to the right having an angle of 09° 12' 03", a radius of 1045.00 feet, an arc length of 167.81 feet and a chord bearing and distance of South 41° 19' 28" East – 167.63 feet;
- (3) South 36° 43' 27" East – 190.87 feet;
- (4) In a Southeasterly direction along the arc of a curve to the left having an angle of 25° 22' 40", a radius of 955.00 feet, an arc length of 422.99 feet and a chord bearing and distance of South 49° 24' 47" East – 419.54 feet;
- (5) South 62° 06' 07" East, a distance of 163.63 feet to a point in the west right-of-way line of F.M. 973 (80 feet in width);

THENCE, South 27° 43' 30" West, with the said West right-of-way line for FM 973, a distance of 90.00 feet;

THENCE, with the following twelve (12) courses and distances:

- (1) North 62° 06' 07" West – 163.90 feet;
- (2) In a Northwesterly direction along the arc of a curve to the right having an angle of 25° 22' 40", a radius of 1045.00 feet, an arc length of 462.86 feet and a chord bearing and distance of North 49° 24' 47" West – 459.08 Feet;
- (3) North 36° 43' 27" West – 97.90 feet;
- (4) In a Westerly direction along the arc of a curve to the left having an angle of 90° 00' 00", a radius of 40.00 feet, an arc length of 62.83 feet and a chord bearing and distance of North 81° 43' 27" West – 56.57 Feet;
- (5) South 53° 16' 33" West – 48.49 feet;
- (6) In a Southwesterly direction along the arc of a curve to the right having an angle of 13° 11' 38", a radius of 225.00 feet, an arc length of 51.81 feet and a chord bearing and distance of South 59° 52' 22" West – 51.70 Feet;
- (7) South 66° 28' 11" West – 109.32 feet;
- (8) In a Southwesterly direction along the arc of a curve to the left having an angle of 50° 08' 11", a radius of 375.00 feet, an arc length of 328.14 feet and a chord bearing and distance of South 41° 24' 05" West – 317.77 Feet;
- (9) South 16° 20' 00" West – 188.80 feet;
- (10) In a Southwesterly direction along the arc of a curve to the right having an angle of 34° 57' 10", a radius of 225.00 feet, an arc length of 137.26 feet and a chord bearing and distance of South 33° 48' 35" West – 135.14 Feet;
- (11) South 38° 42' 50" East – 444.15 feet;
- (12) South 72° 21' 44" East, a distance of 523.11 feet to a point in the West right-of-way line of F.M. 793;

THENCE, South 27° 43' 30" West, along the West right-of-way line of F.M. 973, a distance of 169.97 feet to an iron rod found marking the Easterly Southeast corner of the said 109.3705 acre tract;

THENCE, with the Southerly lines of the said 109.3705 acre tract the following three (3) courses and distances;

- (1) North 31° 51' 45" West – 308.78 feet to an iron pipe found for corner
- (2) South 28° 02' 50" West – 387.85 feet to an iron pipe found for corner;
- (3) North 62° 03' 15" West, a distance of 1623.46 feet to the POINT OF BEGINNING and containing 432.01 acres of land.

Compiled From Field Information By GEO, A geographical Land Services Co.

JNS Consulting Engineers, Inc.
17171 Park Row, Suite 160
Houston, Texas 77084
(713) 973-9139
September 4, 2001
JNS Job No. 411-02

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TRACT TWO
SHADOWGLEN – PHASE THREE

STATE OF TEXAS
COUNTY OF TRAVIS

METES AND BOUNDS DESCRIPTION

Being all that certain 117.07 acre tract or parcel of land out of the SUMNER BACON SURVEY NO. 62 and the WILLIAM STANDERFORD SURVEY NO. 69 AND NO. 70, Travis County, Texas, and part of that certain 1020.318 acre tract as described in Deed to Cottonwood General Partner, L.C., recorded in Volume 12251, Page 1531, Travis County Real Property Records (TCRPR); and being out of Tracts 2, 5, 6, 7, 8 and 9, of T.M. RECTOR ESTATE, according to the map or plat thereof as described in Volume 52, Page 323, Cause No. 6096, Travis County Probate Records; said 117.07 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found marking the Northwest corner of said 1020.318 acre tract at the intersection of the Northeasterly right-of-way line of Gregg Manor Road (80 feet in width) with the Southeasterly right-of-way line of Fuchs Grove Road (Rector Loop);

THENCE, North 27° 37' 50" East with the said Southeasterly right-of-way line of Fuch Grove Road (Rector Loop), a distance of 485.42 feet to an iron rod found for angle point and corner;

THENCE, North 27° 30' 40" East, with the said Southeasterly right-of-way line of Fuchs Grove Road, a distance of 87.82 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, North 27° 30' 40" East, with the said Southeasterly right-of-way line of Fuchs Grove Road, a distance of 3133.69 feet to an iron rod found for the most Northerly corner of said 1020.318 acre tract;

THENCE, with the North line of said 1020.318 acre tract, the following five (5) courses and distances:

- (1) South 63° 49' 50" East – 552.52 feet, to an iron rod found;
 - (2) South 61° 48' 35" East – 357.17 feet, to an iron rod found;
 - (3) South 62° 49' 55" East – 367.35 feet, to an iron rod found;
 - (4) South 63° 37' 09" East – 248.17 feet, to an iron rod found; and
- South 63° 01' 30" East – 438.16 feet, to an iron pipe found for internal "L" corner hereof;

THENCE, North 29° 16' 30" East, with the said west line of the 97.212 acre tract passing at a distance of 209.75 feet to a point in the common line of said Tracts 7 and 8, T.M. RECTOR ESTATAE, and continuing a total distance of 1395.31 feet to an iron rod found for internal "L" corner hereof;

THENCE, North 30° 45' 55" East, a distance of 339.04 feet to an iron rod found in the North line of the WILLIAM STANDERFORD SURVEY NO. 70, and in the South line of said SUMNER BACON SURVEY NO. 52;

THENCE, North 28° 32' 40" East, a distance of 680.07 feet to an iron rod found for angle point hereof;

THENCE, with the following seventy-three (73) courses and distances;

- (1) South 22° 43' 48" East – 149.90 feet;
- (2) South 12° 05' 57" East – 73.71 feet;
- (3) South 05° 32' 51" East – 73.71 feet;
- (4) South 01° 00' 15" West – 73.71 feet;
- (5) South 07° 33' 21" West – 73.71 feet;
- (6) South 14° 06' 27" West – 73.71 feet;
- (7) South 21° 01' 02" West – 81.76 feet;
- (8) South 27° 28' 30" West – 120.00 feet;
- (9) South 27° 37' 42" West – 120.00 feet;
- (10) South 27° 46' 53" West – 60.00 feet;
- (11) South 07° 51' 32" West – 167.70 feet;
- (12) South 35° 03' 56" West – 94.22 feet;
- (13) South 73° 42' 52" West – 122.31 feet;
- (14) North 62° 00' 00" West – 107.21 feet;
- (15) South 29° 16' 30" West – 294.12 feet;
- (16) South 10° 17' 34" West – 122.36 feet;
- (17) North 79° 50' 06" West – 120.00 feet;
- (18) South 10° 09' 54" West – 85.88 feet;
- (19) In a Southwesterly direction along the arc of a curve to the right, having a radius of 775.00 feet; a chord bearing and distance of South 19° 38' 57" West – 255.40 feet;
- (20) South 29° 07' 59" West – 175.37 feet;
- (21) South 60° 42' 07" East – 108.50 feet;
- (22) South 17° 58' 12" West – 59.41 feet;
- (23) South 29° 07' 59" West – 181.75 feet;
- (24) South 23° 14' 17" East – 135.66 feet;
- (25) South 25° 19' 58" West – 113.10 feet;
- (26) South 33° 25' 52" West – 128.99 feet;
- (27) South 85° 03' 03" West – 126.01 feet;
- (28) North 41° 31' 29" West – 149.04 feet;
- (29) South 68° 55' 33" West – 52.99 feet;
- (30) South 34° 29' 20" West – 72.97 feet;
- (31) South 52° 53' 02" West – 100.66 feet;

- (32) North 89° 36' 17" West – 81.22 feet;
- (33) South 83° 40' 22" West – 115.11 feet;
- (34) North 59° 43' 08" West – 102.22 feet;
- (35) North 21° 19' 01" West – 105.37 feet;
- (36) North 09° 17' 20" West – 81.76 feet;
- (37) North 27° 54' 07" East – 320.35 feet;
- (38) North 34° 57' 59" West – 46.07 feet;
- (39) In a Northwesterly direction along the arc of a curve to the left, having a radius of 275.00 feet, a chord bearing and distance of North 48° 53' 03" West – 132.29 feet;
- (40) North 62° 48' 07" West – 484.97 feet;
- (41) In a Northwesterly direction along the arc of a curve to the left, having a radius of 275.00 feet, a chord bearing and distance of North 73° 11' 57" West – 99.26 feet;
- (42) South 06° 24' 13" West – 120.00 feet;
- (43) South 87° 57' 52" West – 45.50 feet;
- (44) South 70° 47' 57" West – 43.18 feet;
- (45) South 53° 22' 42" West – 162.62 feet;
- (46) South 40° 31' 23" West – 46.42 feet;
- (47) South 27° 31' 21" West – 46.42 feet;
- (48) South 16° 33' 21" West – 114.74 feet;
- (49) South 44° 14' 35" East – 85.54 feet;
- (50) South 08° 59' 37" East – 136.28 feet;
- (51) South 03° 21' 45" East – 225.46 feet;
- (52) South 21° 45' 04" East – 142.43 feet;
- (53) South 05° 39' 01" East – 439.10 feet;
- (54) South 13° 11' 08" East – 102.27 feet;
- (55) South 00° 52' 54" East – 131.34 feet;
- (56) South 37° 49' 57" East – 171.53 feet;
- (57) South 27° 37' 38" East – 67.98 feet;
- (58) South 47° 53' 05" East – 69.64 feet;
- (59) South 20° 14' 04" East – 101.07 feet;
- (60) South 15° 42' 13" West – 120.96 feet;
- (61) South 53° 22' 00" West – 111.43 feet;
- (62) South 68° 04' 06" West – 253.46 feet;
- (63) South 80° 18' 20" West – 110.43 feet;
- (64) South 15° 31' 20" West – 100.08 feet;
- (65) South 17° 48' 37" West – 235.09 feet;
- (66) South 77° 13' 05" West – 110.23 feet;
- (67) South 45° 18' 28" West – 389.91 feet;
- (68) South 36° 36' 09" West – 165.61 feet;
- (69) North 49° 52' 59" West – 652.50 feet;
- (70) North 62° 19' 48" West – 382.09 feet;
- (71) North 62° 19' 48" West – 254.55 feet;
- (72) South 69° 57' 25" West – 114.69 feet;
- (73) North 76° 33' 58" West – 99.38 feet to the POINT OF BEGINNING and containing 117.07 acres of land.

Exhibit "B"

BASIS OF BEARINGS: Texas State Plane Coordinate System, Central Zone Compiled
From Field Information By GEO, A geographical Land Services Co.

JNS Consulting Engineers, Inc.

17171 Park Row, Suite 160

Houston, Texas 77084

(713) 973-9139

REVISED: September 6, 2001

JNS Job No. 411-02

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TRACT THREE

METES AND BOUNDS DESCRIPTION
226.90 ACRES OUT OF THE SUMNER BACON SURVEY No. 62
AND THE WILLIAM STANDERFORD SURVEY No. 70
TRAVIS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING 226.90 ACRES OUT OF THE SUMNER BACON SURVEY No. 62 AND THE WILLIAM STANDERFORD SURVEY No. 70, IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 127.59 ACRE TRACT DESCRIBED IN A DEED TO AUS-TEX PARTS & SERVICE, L.L.C., OF RECORD IN VOLUME 13157, PAGE 911 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, AND A PORTION OF A 143.44 ACRE TRACT DESCRIBED IN A DEED TO AUS-TEX PARTS & SERVICE, L.L.C., OF RECORD IN VOLUME 12904, PAGE 2375, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 226.90 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod set at the northwest corner of said 143.44 acre tract and the southwest corner of said 127.59 acre tract, in the east line of Fuchs Grove Road, a 40' R.O.W., for the westerly southwest corner and POINT OF BEGINNING hereof

THENCE with the west line of said 127.59 acre tract and east line of Fuchs Grove Road, N30°18'51"E for a distance of 1397.74 feet to a ½" iron rod found at the northwest corner of said 127.59 acre tract, in the south line of a tract called 100 acres in a deed to Edward Gonzenbach, of record in Volume 1673, Page 148, Travis County Plat Records, for the northwest corner hereof

THENCE with the south line of said Gonzenbach 100 acres, S60°20'21"E for a distance of 1738.36 feet to the southeast corner of said 100 acres, at an ell corner of said 127.59 acre tract, for an ell corner hereof, and from which point a ½" iron rod found bears N30°03'03"E, 0.49 feet, and an iron pipe found at the northeast corner of a tract called 131.2 acres out of the Ewald Weiss Estate, described in Volume 1281, Page 300, Travis County Deed Records, bears S60°20'21"E at a distance of 57.96 feet

THENCE with the east line of said 100 acres and a west line of said 127.59 acre tract, N30°03'03"E for a distance of 83.22 feet to a ½" iron rod set at the southwest corner of a tract called 98.873 acres of a 159.945 acres, conveyed to Kermit Weiss in Volume 12467, Page 177, and described in Volume 8039, Page 98, for a corner of said 127.59 acre tract and corner hereof

THENCE with the north line of said 127.59 acre tract and south line of said Weiss 98.873 acre tract, S60°20'44"E for a distance of 2089.90 feet to a ½" iron rod set at a southeast corner of said Weiss tract, in the west line of a tract called 136.30 acres in a deed to John Dale Weaver Family LP II, of record in Volume 12651, Page 468, at the northeast corner of said 127.59 acre tract, for the northeast corner hereof

THENCE with the east line of said 127.59 acre tract and west line of said Weaver tract, S30°07'58"W for a distance of 83.45 feet to an angle point, and from which point a set stone found with cross carved in top bears S08°23'30"W at a distance of 5.17 feet

THENCE continuing with said line and then the west line of a tract called 120 acres in a deed to Edward Gonzenbach, of record in Volume 3188, Page 1047, S30°53'21"W for a distance of 1356.76 feet to a ½" iron rod found at the southwest corner of said 120 acres, at the northwest corner of Tract 2 as described in a deed to Cottonwood Holdings, Ltd., of record in Volume 12266, Page 1144

THENCE continuing with the east line of said 127.59 acre tract and then the east line of said 143.44 acre tract, and with the west line of said Tract 2 and then Tract 4 of said Cottonwood Holdings, S32°15'50"W, at a distance of 63.83 feet passing the southeast corner of said 127.59 acres and northeast corner of said 143.44 acres, and continuing on for a total distance of 1734.39 feet to a ½" iron rod found at the southeast corner of said 143.44 acre tract, at an ell corner in said Cottonwood Holdings Tract 4, for the southeast corner hereof

THENCE with the north line of said Cottonwood Holdings Tract 4 and the south line of said 143.44 acre tract, N60°19'17"W for a distance of 753.85 feet to a ½" iron rod set at the southeast corner of a 7.26 acre portion of said 143.44 acre tract conveyed to Davis Garza in Volume 13139, Page 501, for a corner hereof

THENCE through the interior of said 143.44 acre tract, with a line meandering a creek (creek is not the true property line) and the east and north lines of said Garza tract, the following 5 calls:

1. N22°10'40"E for a distance of 220.00 feet to an angle point
2. N18°04'13"W for a distance of 240.00 feet to an angle point
3. N60°35'07"W for a distance of 150.00 feet to an angle point
4. S30°50'25"W for a distance of 180.00 feet to an angle point
5. N55°56'37"W for a distance of 512.45 feet to an angle point

THENCE continuing through the interior of said 143.44 acre tract, with an east line of said Garza tract and then the east line of a 1.66 acre portion of said 143.44 acre tract conveyed to Paula Sandoval in Volume 13375, Page 1063, N11°14'06"W for a distance of 415.19 feet to an angle point at the northeast corner of said Sandoval tract

THENCE continuing through the interior of said 143.44 acre tract and with the north line of a 1.35 acre portion of said 143.44 acre tract conveyed to David Gilmartin in Volume

13034, Page 1874, S87°07'35"W for a distance of 309.12 feet to the northwest corner of said Gilmartin tract and east corner of a 0.76 acre portion of said 143.44 acre tract conveyed to Kathy Hale in Volume 13139, Page 521

THENCE through the interior of said 143.44 acre tract, the following 4 calls:

1. N21°20'32"W for a distance of 368.01 feet to an angle point
2. N79°20'32"W for a distance of 292.59 feet to an angle point
3. N01°56'38"E for a distance of 120.05 feet to an angle point
4. N37°20'39"W for a distance of 380.38 feet to an angle point in the east line of a 2.26 acre portion of said 143.44 acre tract, described in a deed to Aus-Tex Parts & Service, of record in Document No. 1999107043, Official Public Records of Travis County, Texas

THENCE through the interior of said 143.44 acre tract and with the southeast lines of said 2.26 acres, the following 2 calls:

1. N72°18'29"E for a distance of 301.80 feet to an angle point
2. N46°15'06"E for a distance of 171.98 feet to the northeast corner of said 2.26 acre tract and southeast corner of a 3.45 acre portion of said 143.44 acre tract conveyed to Ramon Alvarez in Volume 13175, Page 3185

THENCE through the interior of said 143.44 acre tract and with the east line of said Alvarez tract, the following 3 calls:

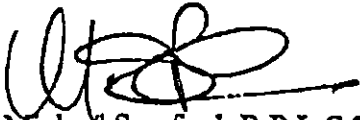
1. N01°10'35"E for a distance of 108.51 feet to an angle point
2. S89°50'00"W for a distance of 180.67 feet to an angle point
3. N29°27'33"W for a distance of 305.84 feet to the south corner of a 2.59 acre portion of said 143.44 acre tract conveyed to Silbano Marroquin in Volume 13151, Page 1087

THENCE through the interior of said 143.44 acre tract and with the east line of said Marroquin tract, N05°02'40"E for a distance of 399.90 feet to the east corner of said Marroquin tract, in the north line of said 143.44 acre tract and south line of said 127.59 acre tract

THENCE with the northeast line of said Marroquin tract, north line of said 143.44 acre tract, and the south line of said 127.59 acre tract, N60°00'00"W for a distance of 226.80 feet to the common west corner of said 143.44 acre tract and said 127.59 acre tract, at the north corner of said Marroquin tract, in the east line of Fuchs Grove Road, for the westerly southwest corner hereof

THENCE with the west line of said 127.59 acre tract and east line of Fuchs Grove Road, N30°18'51"E for a distance of 1397.74 feet to the POINT OF BEGINNING hereof and containing 226.90 acres of land, more or less.

As surveyed in March, 1997, and updated June 6, 2002

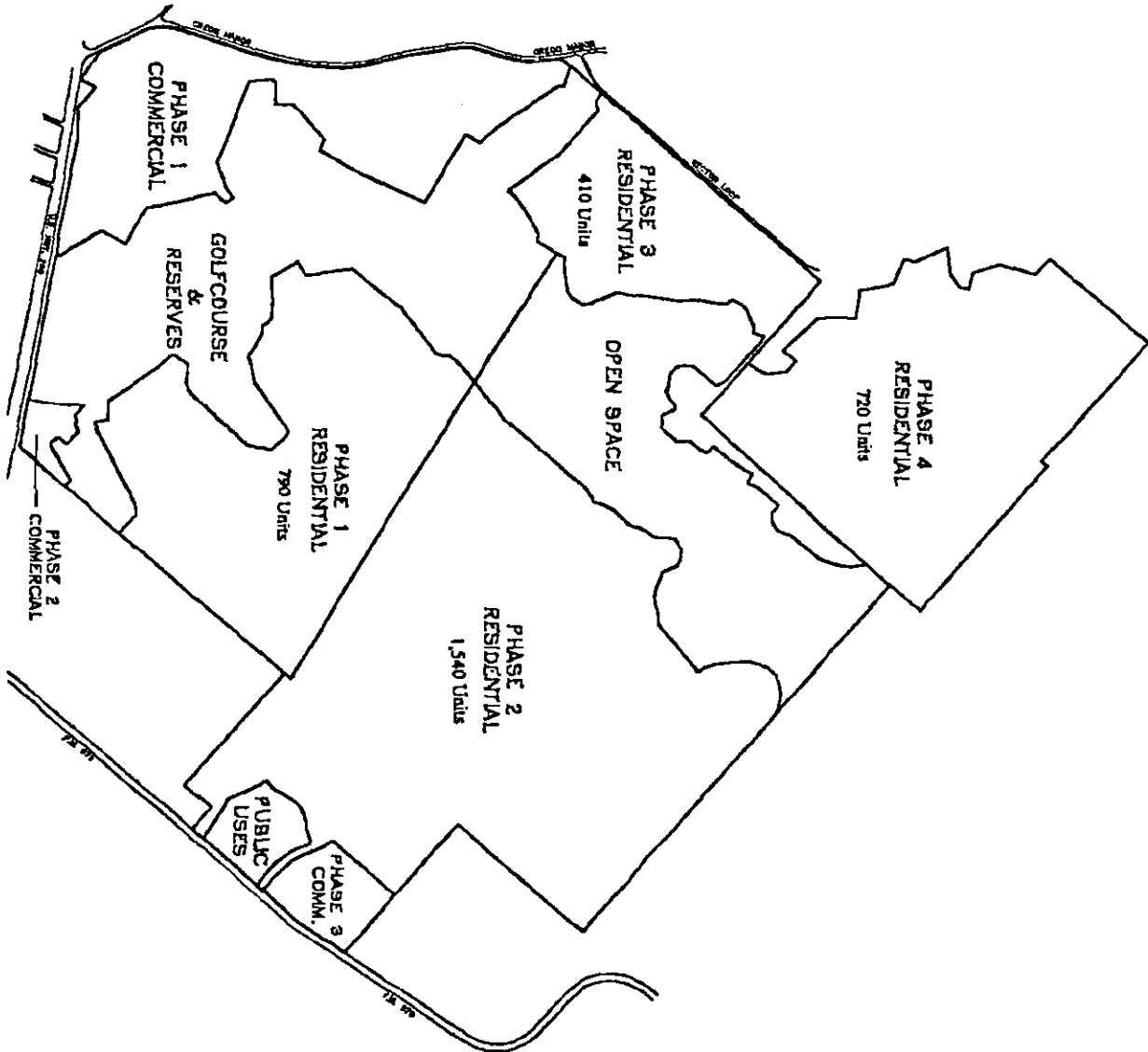


Michael Samford, R.P.L.S 3693

See attached Survey Plat, Plan No. 020246, attached and made a part hereof



Exhibit "C"



Drawn BY: J. A. COOK
Check BY: J. A. COOK
File: PHASE EXHIBIT.dwg
Plot: 10/25/2002
Project No.: 271-01.10

SHADOWGLEN RESIDENTIAL COMMUNITY, LTD.
6015 Shad Creek Blvd., Suite 113
Atlanta, GA 30327
(404) 252-6944

SHADOWGLEN SUBDIVISION
OVERALL PHASING PLAN

CSA COOK-STEINMAN & ASSOCIATES, INC.
Consulting Engineers and Land Planning
Atlanta, Georgia 30328 (404) 525-9777 Fax (404) 525-9799

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.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

03-27-2003 10:16 AM 2003056593
BAZANJ \$173.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

**SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS
SHADOWGLEN RESIDENTIAL PROPERTIES**

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

This Supplement to Declaration of Covenants, Conditions, and Restrictions FOR ShadowGlen Residential Properties ("Supplement to Declaration") is made this the 5th of August 2003, by ShadowGlen Residential Community, Ltd., a Texas limited partnership, acting herein by and through its General Partner, McGuyer Homebuilders, Inc., a Texas corporation, of the County of Travis, State of Texas (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant has executed that certain Declaration of Covenants, Conditions and Restrictions for ShadowGlen Residential Properties dated March 18, 2003 and filed of record under document number 2003066593, Real Property Records, Travis County, Texas (the "Declaration") encumbering all of the property of ShadowGlen Residential Community, Ltd. as described in Exhibit "A" attached hereto and incorporated herein by reference ("Property")

WHEREAS, Declarant is the owner of at least sixty-seven percent (67%) of the total Class A votes held by Members.

WHEREAS, Declarant desires to modify and amend the Declaration, which shall inure to the benefit and pass with the Property, and each and every parcel or re-subdivision thereof, and shall apply to and shall bind all owners of any portion thereof;

NOW, THEREFORE, the Declaration is hereby amended as follows:

I.

PROPERTY SUBJECT TO THE SUPPLEMENT TO DECLARATION

The Property which is and shall be held, transferred, sold and conveyed subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth is described in Exhibit "A" attached hereto and incorporated herein by reference.

To the extent the covenants, conditions, restrictions, reservations, easements and charges set forth in this Supplement to Declaration conflict with the covenants, conditions, and restrictions set forth in the Declaration, this Supplement to Declaration shall control. Defined terms not otherwise defined herein shall have the meanings set forth in the Declaration.

II.

MODIFICATION TO THE DECLARATION

A. Article I of the Declaration is hereby modified and amended to add a new Section 1.46 "Builder" to read as follows:

"Section 1.46 "Builder" shall mean and refer to any Person undertaking the construction of an attached or detached single family residence on a Unit for the purposes of selling same."

B. Article X of the Declaration is hereby modified and amended with respect to the Property to include a new Section 10.12 to read as follows:

"RATES OF ASSESSMENT. Base Assessments and Neighborhood Assessments shall be fixed at uniform rates on all Units; provided, however, the rate applicable to Units owned by the Declarant and a Builder shall be equal to one-half (1/2) of the full assessment amount. The rate of assessment for a Unit shall change upon its conveyance by the Declarant or Builder, with an appropriate proration of the assessments for the year of the ownership change."

III.
ENFORCEMENT

In no way does this Supplement to Declaration modify or amend any other of the covenants set forth in the covenants, conditions, and restrictions set forth in the Declaration.

IV.
SEVERANCE

In the event any of the foregoing covenants, conditions, restrictions, easements or charges is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, restrictions, reservations or charges. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

V.
NUMBER AND GENDER

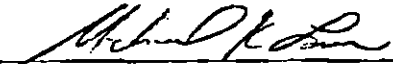
The singular shall be treated as the plural and vice versa, if such treatment is necessary to interpret this Supplement to Declaration. Likewise, if either the feminine, masculine or neuter gender should be any of the other genders, it shall be so treated.

IN WITNESS WHEREOF, the undersigned has executed this Supplement to Declaration effective as of the date first set forth above.

EXECUTED this 20 day of August, 2003.

SHADOWGLEN RESIDENTIAL COMMUNITY, LTD.,
a Texas limited partnership

By: MCGUYER HOMEBUILDERS, INC., a Texas
corporation, as General Partner

By: 
Michael K. Love, President

STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

This instrument was acknowledged before me on the 20 day of August, 2003, by Michael K. Love, President of McGuyer Homebuilder, Inc., as the general partner of ShadowGlen Residential Community, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Judy D. Johnson
Notary Public, State of Texas

Printed Name: Judy D. Johnson
My Commission Expires: 11-9-05

Return:

Huemann & Huemann LLP
1122 Colorado St Ste 313
Austin TX 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

08-26-2003 02:33 PM 2003201024
PAREDEST \$13.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TRAVIS §



AMEND 2008176600
2 PGS

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SHADOWGLEN RESIDENTIAL PROPERTIES**

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for Shadowglen Residential Properties filed as Document No. 2003066593; that certain Supplement to Declaration of Covenants, Conditions and Restrictions for Shadowglen Residential Properties filed as Document No. 2003201024; that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Shadowglen Residential Properties filed as Document No. 2004017080; that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions for Shadowglen Residential Properties filed as Document No. 2004028242; and that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Shadowglen Residential Properties filed as Document No. 2005004781, all in the Official Public Records of Travis County, Texas (together with all amendments and additional supplements thereto, the "Declaration").

WHEREAS the Section 13.4(a) of the Declaration authorizes the undersigned Declarant to unilaterally amend the Declaration, without the consent or joinder of any other owners of lots subject to the Declaration, during the Class "B" Control Period (as defined in the Declaration); and

WHEREAS as of the date of this instrument the Class "B" Control Period is still in effect and Declarant desires to amend the Declaration as provided herein;

THEREFORE the Declaration has been, and by these presents is, amended as provided below.

By ADDING to the end of Section 10.6 (Lien for Assessments) the following language:

"In addition to any other remedies provided herein or under State law, if an Owner is delinquent in paying assessments or other amounts owed to the Association and secured by the Association's lien against the Owner's Unit, the Association shall have the authority to non-judicially foreclose its lien in like manner as a deed of trust or other contract lien pursuant to Section 51.002 of the Texas Property Code, including any future amendment or re-codification 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 Unit, expressly vests in the Association, acting through its Board of Directors, a power of sale to enforce the lien. The Board may exercise this power of sale by appointing one or more agents, who may be removed and replaced at any time without any formality other than a written appointment signed by the president or another officer. The Association, acting through the Board of Directors or its agent(s), shall have the authority to bid upon any Unit sold at a foreclosure sale, and to acquire, hold, lease, mortgage and convey same from and after the time that a foreclosure sale is conducted. The recitals in the conveyance to the purchaser shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to such 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 of any sale of a Unit in conjunction with an action to foreclose the Association's lien, the former Owner, and any

tenants and occupants shall forthwith surrender and deliver possession of the Unit, to the purchaser at the foreclosure sale. Should they fail to do so, any such Owner, tenant or occupant shall become a tenant at sufferance of the purchaser at the foreclosure sale, and the purchaser shall have the right to evict such person(s) by a proceeding brought in the Justice of the Peace Court with appropriate venue. Any personal property left on or in the Unit and not reclaimed within 10 days from the date the Unit is sold shall be conclusively presumed to have been abandoned by the former Owner, tenants and occupants."

Subject solely to the amendment contained herein, the Declaration remains in full force and effect.

SHADOWGLEN RESIDENTIAL COMMUNITY, LTD
A Texas limited partnership

BY: MCGUYER HOMEBUILDERS, INC.
A Texas corporation, its General Partner


Name: Michael K. Love
Title: President

Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 15 day of October, 2008, by Michael K. Love, President in the capacity stated above.



JUDY D. JOHNSON
Notary Public
State of Texas
Comm. Expires 11-09-2009


Notary Public, State of Texas

After recording, please return to:
Niemann & Niemann, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

FILED AND RECORDED

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OFFICIAL PUBLIC RECORDS



2008 Oct 27 09:11 AM 2008176600

BENAVIDESV \$20.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SHADOWGLEN RESIDENTIAL PROPERTIES**

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for Shadowglen Residential Properties filed as Document No. 2003066593; that certain Supplement to Declaration of Covenants, Conditions and Restrictions for Shadowglen Residential Properties filed as Document No. 2003201024; that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Shadowglen Residential Properties filed as Document No. 2004017080; that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions for Shadowglen Residential Properties filed as Document No. 2004028242; that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Shadowglen Residential Properties filed as Document No. 2005004781; that certain Amendment to Declaration of Covenants, Conditions and Restrictions filed as Document No. 2008176600, and that certain Amendment to Declaration of Covenants, Conditions and Restrictions filed as Document No. 2009043471, all in the Official Public Records of Travis County, Texas (together with all amendments and additional supplements thereto, the "Declaration").

WHEREAS the Section 13.4(a) of the Declaration authorizes the undersigned Declarant to unilaterally amend the Declaration, without the consent or joinder of any other owners of Units subject to the Declaration, during the Class "B" Control Period (as defined in the Declaration); and

WHEREAS as of the date of this instrument the Class "B" Control Period is still in effect and Declarant desires to amend the Declaration as provided herein;

THEREFORE the Declaration has been, and by these presents is, amended as provided below.

Section 12.19 regarding "Lighting" is hereby amended to read in its entirety as follows:

Section 12.19 Lighting. Except for holiday lighting displayed pursuant to Section 12.27.3, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 12.27 regarding "Leasing of Units" is hereby renumbered as Section 12.27.1. Subsections (c) – (e) are hereby added to Section 12.27.1 to read as follows:

(c) Background checks required. Prior to leasing to anyone or allowing anyone except the Owner or his family to occupy the Owner's dwelling, an Owner must exercise due diligence not to lease or allow occupancy to a person who has a conviction or deferred adjudication history of any crime that may pose a serious potential risk of injury to other residents. This includes (but is not limited to) such crimes as rape, molestation, sexual assault, indecent exposure, indecency with a child, kidnapping, or arson. It is the Owner's responsibility to determine the best way to exercise that due diligence. As a part of Owners' due diligence, Owners must obtain a report based on Texas Department of Public Safety criminal records, as well as taking any other actions needed to prudently screen all prospective tenants and occupants for criminal history. (Criminal reports may be purchased from the DPS website at www.txdps.state.tx.us).

Owners must provide a copy of all background checks to the association within 10 days of the effective date of any lease. *Owners leasing as of the effective date of this declaration amendment must perform a background check on all tenants and occupants and provide a copy of the check to the association within 30 days of the effective date of this amendment.* Owners failing to perform pre-screening of all tenants and occupants and supply copies of the screening to the association in a timely manner will be subject to fines. If an Owner, at the time of adoption of this rule, is currently leasing to a tenant or occupants with a criminal history as described above, the Owner must terminate the tenant or occupant's occupancy at the earliest time allowed under the lease.

(d) **Maximum occupancy requirements.** The number of tenants or other occupants in a home may be no more than two persons per bedroom.

If the home has an especially spacious floor plan, the board may allow exceptions to this maximum occupancy requirement in cases of leases to a family. For purposes of leases to a family, any person over two years of age will be considered an occupant. If an occupant turns two during the lease term, the lease may continue until the expiration of the initial term but may not be renewed unless the occupancy requirements of this provision are met, and the owner otherwise meets the renewal criteria outlined herein. A family is defined as a parent or legal guardian living with a person under the age of 18.

(e) **Permissible occupants.** Only the tenants and occupants listed on the lease may occupy the unit. Persons not listed on the lease may not remain on the property as overnight guests for more than 7 nights in any one month without prior permission from the board. Overnight guests will be deemed to be any guests present in the unit or on the property between the hours of 12:00 am and 6:00 am.

Summary of leasing requirements (see Section 12.27.1 in its entirety for details) :

- ***Copies of leases must be provided to Association.*** Per this Section 12.27.1, all owners leasing their units are required to provide a copy of the lease to the association within 10 days after the effective date of the lease.
- ***All leases must be in writing.***
- ***Minimum lease term is 90 days.***
- ***Tenants must comply with all governing documents of the association.*** Owners are responsible for all actions of Tenants. (see Section 12.27.1(a)).
- ***Owners must perform background checks on all occupants prior to leasing and provide copy to Association.*** No leasing to occupants with past criminal history as described in subsection (c).

Section 12.27.2 is hereby added to read as follows:

12.27.2. Trash Receptacles. Trash receptacles must be placed in the street and immediately adjacent to the curb in front of the Lot no sooner than 5:00 pm on the day prior to scheduled trash pick-up. Trash receptacles must be brought in and stored out of view from the street no later than 9:00 am the day after trash pick-up.

Section 12.27.3 is hereby added to read as follows:

12.27.3. Holiday Décor (including Holiday Lighting). All holiday décor, including holiday lighting, must be reasonably related to a holiday in the Board's sole discretion. Such decor may be erected no sooner than the first day of the month in which the holiday occurs, and must be removed no later than two weeks after the date of the holiday. No holiday décor is permitted that is offensive or unreasonably interferes with the peaceful use and enjoyment of the community in the sole discretion of the Board.

Section 12.27.4 is hereby added to read as follows:

12.27.4. Rain Barrels. No portion of a rain barrel may be visible from the street. No portion of a rain barrel may be installed in front of the front-most building line of a home. Prior approval from the Design Review Board (DRB) is required for all rain barrel installations. The DRB may approve or deny in its sole discretion the location, shielding, materials, size, and other qualities of a rain barrel or ancillary devices such as pipes and other rain barrel accessories.

Subject solely to the amendment contained herein, the Declaration remains in full force and effect.

2009 XIF, LLC
A Texas limited liability corporation

By: Wade Braden

Printed name: WADE BRADEN

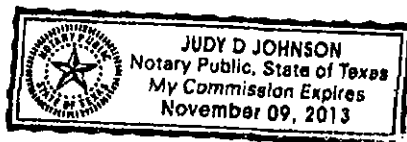
Title: MANAGER

Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 20th day of March, 2010, by Wade Braden in the capacity stated above.



Judy D Johnson
Notary Public, State of Texas

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 11 2010 09:15 AM

FEE: \$ 24.00 2010033521



AMEND

2009043471

3 PGS

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SHADOWGLEN RESIDENTIAL PROPERTIES**

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for Shadowglen Residential Properties filed as Document No. 2003066593; that certain Supplement to Declaration of Covenants, Conditions and Restrictions for Shadowglen Residential Properties filed as Document No. 2003201024; that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Shadowglen Residential Properties filed as Document No. 2004017080; that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions for Shadowglen Residential Properties filed as Document No. 2004028242; that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Shadowglen Residential Properties filed as Document No. 2005004781; and that certain Amendment to Declaration of Covenants, Conditions and Restrictions filed as Document No. 2008176600, all in the Official Public Records of Travis County, Texas (together with all amendments and additional supplements thereto, the "Declaration").

WHEREAS the Section 13.4(a) of the Declaration authorizes the undersigned Declarant to unilaterally amend the Declaration, without the consent or joinder of any other owners of Units subject to the Declaration, during the Class "B" Control Period (as defined in the Declaration); and

WHEREAS as of the date of this instrument the Class "B" Control Period is still in effect and Declarant desires to amend the Declaration as provided herein;

THEREFORE the Declaration has been, and by these presents is, amended as provided below.

Article X Section 10.4(a) is amended by amending the first sentence to clarify the vote required for any special assessment. The first sentence of this paragraph is hereby replaced with the following language:

"The Association may levy Special Assessments from time to time provided such assessment receives the affirmative vote or written consent of members representing 67% of the Class A votes cast. Votes may be cast (in person or by proxy) at a meeting of the association at which a quorum is present, or in lieu of a meeting, in the Board's discretion votes may be cast by mail in ballots, provided that (i) a deadline is given on the ballot for the return of the ballot, (ii) only ballots returned by that deadline are counted, and (iii) at least 10% of the membership returned ballots."

Article XIII Section 13.1 and 13.2 are hereby deleted in their entirety and replaced with the following language:

"13.1 Enforcement In the event of a violation of the Declaration, Bylaws, or any rules and regulations or other governing documents of the Association, the Board of Directors, acting on behalf of the Association, in addition to any other remedies provided by the Declaration, Bylaws, or rules and regulations and remedies available pursuant to State statute or other law, may

- (1) suspend or condition the right of an Owner and any tenants, occupants, or guests to use of facilities (including all or part of any common areas) owned, operated, or managed by the Association;
- (2) suspend an Owner's voting privileges in the Association as a Owner;
- (3) record a notice of non-compliance encumbering the Unit;
- (4) levy a damage assessment against a Unit for damages caused by Owners' actions in violation of the Declaration, Bylaws, or Rules;
- (5) levy late fees, collection costs and/or deed restriction enforcement costs (including attorneys fees) against a Unit ;
- (6) assess a fine against the Unit Owner and Unit for the violation of Owner, his tenants, occupants, or guests in an amount to be determined by the Board of Director; and
- (7) enter onto an owner's Unit without liability for trespassing and cure any violation of the governing documents and charge the costs of cure to the owner and Unit. However except in the case of emergencies involving immediate threat to safety or property, this self-help remedy shall not be used before giving at least 24 hour written notice to the Owner.

The Association must comply with any notice requirements of state law. Owners are responsible for all violations of their occupants, tenants, guests, agents and invitees.

Any amounts charged to an Owner under this Section, and any other amounts due the association by an owner under any governing document, may be collected in the same manner as other Assessments under the Declaration, and shall be deemed to be a Special Assessment for which the individual member is responsible.

It is the owners' responsibility to notify the association, in writing, when a violation has been cured so as to stop any fines from being assessed. Fines may continue to be assessed until the association receives this notice from the owner.

13.2 (a) Attorneys fees. The Association may assess reasonable attorneys fees to an Owner's account for nonpayment of amounts due or other violations of the Declaration, Bylaws, or rules, or any other governing document

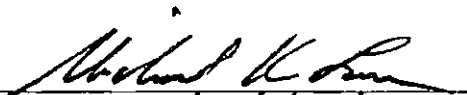
(b) Non Waiver. The failure of the Association to enforce any provisions of the Declaration, Bylaws, rules, or procedures shall not constitute a waiver of the right to enforce the same thereafter. All remedies in the Declaration, Bylaws, and rules are cumulative and not exclusive.

(c) Payments The Association in its discretion and without notice to the Owner may apply amounts received from Owners to non-assessment items or other amounts due and owing the association regardless of Owners' notations on checks or otherwise. The Association may at any time without notice require payments to be made in cash or certified funds "

Subject solely to the amendment contained herein, the Declaration remains in full force and effect

SHADOWGLEN RESIDENTIAL COMMUNITY, LTD.
A Texas limited partnership

BY: MCGUYER HOMEBUILDERS, INC
A Texas corporation, its General Partner

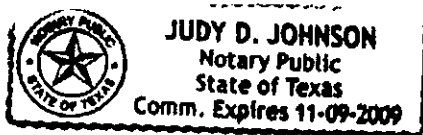

Name: Michael K. Love
Title: President

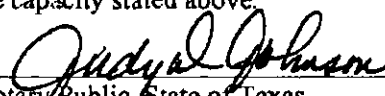
Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 9th day of March,
2009, by Michael K. Love, President in the capacity stated above.



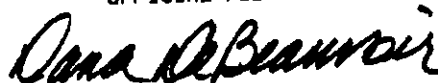

Notary Public, State of Texas

After recording, please return to:
Niemann & Heyer, L L P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Fileserver:CLIENTS:Shadowglen:DeclAmend2-09 doc

FILED AND RECORDED

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2009 Mar 18 04:35 PM 2009043471

PEREZTA \$24.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

15-1202204-Wm/DPP

ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

THIS ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES (this "Assignment") is executed by and between **SG LAND HOLDINGS LLC**, a Delaware limited liability company ("Assignee") and **2010 SHADOWGLEN, LLC**, a Texas limited liability company ("Assignor") to be effective as of December 21, 2012 (the "Effective Date").

RECITALS:

A. ShadowGlen Residential Community, Ltd., established and adopted that certain Declaration of Covenants, Conditions and Restrictions for ShadowGlen Residential Properties, recorded as Document No. 2003066593, Official Public Records of Travis County, Texas (as amended and supplemented, the "Declaration") which governs portions of the residential property in the ShadowGlen development as set forth therein.

B. Assignor is the current "Declarant" under the Declaration. Pursuant to Article XV of the Declaration, Assignor as Declarant can assign its special rights and obligations as Declarant under the Declaration (the "Declarant Rights") to any person or entity by executing and recording a written instrument in the Official Public Records of Travis County, Texas.

C. Assignor has conveyed to Assignee portions of the Properties defined in Section 1.38 and described in Exhibit "A" to the Declaration and portions of the real property described in Exhibit "B" to the Declaration by a special warranty deed of even date herewith (the "Future Residential Property").

D. Assignor desires to assign all of the Declarant Rights under the Declaration to Assignee and Assignee agrees to accept such Declarant Rights and assume all of Assignor's obligations as Declarant under the Declaration, as set forth in this Assignment.

AGREEMENTS:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Any capitalized term used herein but not defined herein shall have the meaning ascribed to it in the Declaration.

2. Recitals. The above recitals are incorporated herein for all purposes.

3. Assignment. Subject to the provisions set forth below, Assignor hereby assigns, transfers, conveys and sets over to Assignee the Declarant Rights.

4. Assumption. Assignee accepts the Declarant Rights and assumes all obligations of Assignor as Declarant under the Declaration from and after the date of this Assignment.

5. Future Residential Property. Assignee agrees that the Properties subject to the Declaration and the Future Residential Property shall be restricted to maintain and be subject to use and development restrictions and standards materially consistent with the provisions of the Declaration.

6. Successors and Assigns. The terms, conditions and provisions of this Assignment shall inure to the benefit of Assignor, Assignee, the owners of the Properties, the owners of the Future Residential Property, and the owners of real property described in Exhibits "B" and "C" to the Declaration, and each of their respective heirs, executors, successors and assigns, and shall bind and run with the land of the Properties and the Future Residential Property.

7. Enforceability. The illegality, invalidity or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

8. Notices. All notices, approvals, consents, demands or other communications given in connection with or required under this Assignment shall be in writing and shall be deemed to have been properly delivered (i) as of the date of delivery if personally delivered, (ii) as of the date of transmission if sent by facsimile or email with confirmation of receipt by the intended recipient's system at the facsimile number or email address specified below, (iii) one (1) business day after the date of deposit with a national or regional overnight delivery service, or (iv) three (3) business days after the date of deposit with the United States Postal Service by certified mail, return receipt requested, postage prepaid, if addressed as follows:

Assignor: 2010 ShadowGlen, LLC.
7676 Woodway, Suite 104
Houston, Texas 77063
Attention: Mr. Keith Faseler
Telephone: (713) 952-6767
Facsimile No.: (713) 784-2654
Email: kfaseler@mhinc.com

Assignee: SG LAND HOLDINGS LLC
2392 Morse Avenue
Irvine, CA 92614
Attention: Mr. Brad Shuckhart
Telephone: (949) 777-4000
Facsimile No.: (949) 777-4050
Email: bschuckhart@argentmanagementllc.com

Any party entitled to receive notices hereunder may change the address for notice specified above by giving the other party ten (10) days' advance written notice of such change of address.

9. Attorneys' Fees. The prevailing party in any legal proceeding regarding this Assignment shall be entitled to recover from the other party all reasonable attorneys' fees and costs incurred in connection with such proceeding.

10. Damages; Venue. In no event shall Assignor or Assignee be liable for any speculative, indirect, consequential or punitive damages. The parties hereby stipulate and agree that any suit or proceeding brought to enforce any obligation or covenant under this Assignment shall be brought in Travis County, Texas, it being stipulated and agreed that such county is the exclusive county for venue for any such suit or proceeding.

11. Interpretation and Applicable Law. This Assignment shall be construed and interpreted in accordance with the laws of the State of Texas. Where required for proper interpretation, words in the singular shall include the plural, and the masculine gender shall include the neuter and the feminine, and vice versa. The descriptive headings of the several articles, sections and paragraphs contained in this Assignment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. The term "including," and compounds of the word "include," when preceding a list shall be deemed to mean "including but not limited to." The parties acknowledge that each party and its counsel have reviewed and revised this Assignment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment or any amendments or exhibits hereto.

12. Amendment. This Assignment may not be modified or amended, except by an agreement in writing executed by the handwritten signature of Assignor and Assignee. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

13. Entire Agreement. This Assignment constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. Unless set forth in this Assignment, no representations, warranties, covenants, agreements or conditions shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED by to be effective as of the Effective Date.

ASSIGNOR:

2010 SHADOWGLEN, LLC,
a Texas limited liability company

By: Land Development Company, Ltd.,
a Texas limited partnership,
its Administrative Manager

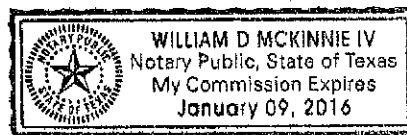
By: Land Development Management Corp.,
a Texas corporation, its general partner

By: [Signature]
Name: GARY R. TESCH
Title: PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 19th day of December, 2012,
by Gary R. Tesch, as President of Land
Development Management Corp., general partner of Land Development Company, Ltd.,
Administrative Manager of 2010 SHADOWGLEN, LLC, a Texas limited liability company, on
behalf of said corporation, partnership, and company.

[Signature]
NOTARY PUBLIC, State of Texas



ASSIGNEE:

SG LAND HOLDINGS LLC,
a Delaware limited liability company

By: B. U. Cook
Name: Bruce U. Cook
Title: Authorized Signatory

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2012,
by _____, as _____ of SG LAND
HOLDINGS LLC, a Delaware limited liability company, on behalf of said company.

See attached.

NOTARY PUBLIC, State of _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

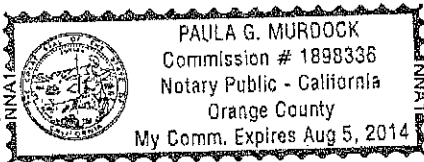
County of Orange

On 12-19-2012 before me, Paula G. Murdock, Notary Public

personally appeared Bruce V. Cook

Here, Insert Name and Title of the Officer

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Paula G. Murdock

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

December 26 2012 11:13 AM

FEE: \$ 40.00 2012217282

ORIGINAL
FILED FOR RECORD

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

AMENDMENT OF RULES AND REGULATIONS
OF
SHADOWGLEN RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.
(Regarding Flags, Solar Devices, Rain Barrels, Religious Displays, Record Production and Retention,
Payment Plans, Voting, Transfer Fees, and Email Addresses)

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for ShadowGlen Residential Properties, filed as Document No. 2003066593 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "Declaration").

Reference is further made to those certain "Bylaws of ShadowGlen Residential Property Owners Association, Inc.," attached as Exhibit "C" to that certain Amenity Use Agreement and Guidelines, ShadowGlen Residential Property Owners Association, Inc., filed as Document No. 2006144850 in the Official Public Records of Travis County, Texas (together with all amendments thereto, the "Bylaws").

Reference is further made to the Rules and Regulations, ShadowGlen Residential Property Owners Association, Inc., filed as Document No. 2006113099; the rules attached to that certain Amenity Use Agreement and Guidelines, ShadowGlen Residential Property Owners Association, Inc., filed as Document No. 2006144850; the "ShadowGlen Residential Property Owners Association, Inc. Rules," [architectural rules] attached as Exhibit "B" to Document No. 2006144850; the Revision to Guidelines, ShadowGlen Residential Property Owners Association, Inc., filed as Document No. 2007122294 (Exhibit B of Document No. 2006144850 and Document No. 2007122294 are cumulatively referred to hereinafter as the "Architectural Rules"); the Signage Policy for ShadowGlen Residential Property Owners Association, Inc., filed as Document No. 2010033520; and the Resolutions of the Board of Directors Adopting Rules for ShadowGlen, filed as Document No. 2011022325; all of which are filed in the Official Public Records of Travis County, Texas (cumulatively and together with any amendments or supplements, the "Rules").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of ShadowGlen Residential Property Owners Association, Inc. (the "Association");

WHEREAS the Association, acting through its board of directors (the "Board"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Section 9.3 of the Declaration and Section 3.17(f) of the Bylaws, and has previously adopted the Rules; and

WHEREAS the Board has voted to adopt the Architectural Rules attached hereto as Exhibit "A" to amend, supersede and replace the previous Architectural Rules (Exhibit B to Document No. 2006144850, and Document No. 2007122294) and has voted to adopt the additional Rules attached as Exhibit "B" to supplement the previously-adopted Rules;

THEREFORE the Architectural Rules attached as Exhibit "A" hereby amend, supersede and replace the previous Architectural Rules, and the additional Rules attached as Exhibit "B" have been, and by these presents are, ADOPTED and APPROVED.

Subject solely to the amendments contained in Exhibit "A" and "B", the Rules remain in full force and effect.

(Signature and Notary Blocks on Following Page)

SHADOWGLEN RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.
Acting by and through its Board of Directors

Signature:
Printed Name:
Title:

Danny Burnett
DANNY BURNETT
President

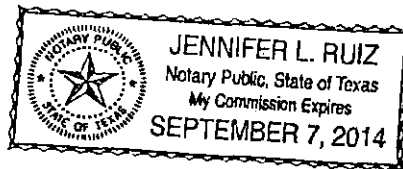
Exhibit "A": Architectural Rules
Exhibit "B": Additional Rules

Acknowledgement

STATE OF TEXAS §
COUNTY OF Travis §

This instrument was executed before me on the 29th day of December,
2011, by Danny Burnett in the capacity stated above.

Jennifer L. Ruiz
Notary Public, State of Texas





Shadowglen Builder Guidelines

Revised 10/17/2011

Introduction

SINGLE-FAMILY GUIDELINES

These ShadowGlen Single-Family Guidelines (the "Guidelines") have been prepared and adopted by The ShadowGlen Residential Association (the "Association") and apply to the single-family residential areas within the ShadowGlen Project (the "Project"). These Guidelines may be amended pursuant to the Declarations of Covenants, Restrictions, and Easements (the "Declaration").

MASTER PLANNED COMMUNITY

ShadowGlen is being developed as a master planned community. Some of the planned features include an eighteen hole golf course, amenity & recreation center areas, pedestrian trails, landscape reserves, standard single family detached residences, patio homes or zero lot line homes, multi-family, townhouses, cluster homes and various commercial uses. *The Master Land Use Plan illustrates the planned land uses for the development. The developers reserve the right to make changes to the planned land uses set out in the Master Land Use Plan, as they in their sole discretion, deem appropriate.*

DESIGN REVIEW BOARD

The Association, through its Design Review Board (the "DRB"), has exclusive authority over any development standards and guidelines, the review and approval of any site plans, architectural plans or construction plans to be implemented in the Project.

The DRB, as used in these Single-Family Guidelines, refers to the entity responsible for review of all single-family residential plans and construction.

This document presents the minimum set of Design Standards and Guidelines for the single-family portion of the ShadowGlen community. These Guidelines are an aid in the goal that all development within the community contributes in a positive and consistent way to the overall quality of the community.

PURPOSE OF GUIDELINES

The specific purposes of these Single-Family Guidelines are:

1. To preserve the quality and consistency of construction within the single family residential portion of the community;
2. To create an orderly and predictable basis for design review and approval of development plans and specifications; and
3. To encourage quality design and construction that will achieve a harmonious relationship among neighboring houses and sites.

These Guidelines are supplemental to the Declaration of Covenants, Conditions and Restrictions and are to be used in the review of single-family site development plans, architectural plans and construction plans. Noncompliance with these Guidelines is grounds for disapproval of any plans. These Guidelines are also for use as standards for maintaining the overall design integrity of the community. The Association reserves the right to make changes to these Guidelines as development progresses. The Association understands that styles and materials may change through the course of the project. Changes may be included, as the Association deems appropriate.

ORGANIZATION OF GUIDELINES

The Guidelines are organized as follows:

- Site Development Guidelines – specific requirements for developing individual lots are summarized in this section.
- Architectural Guidelines – general principles as well as specific requirements are provided to guide the architectural design of buildings and construction quality of the buildings within the Project.
- Application, Review and Approval Process – specific requirements for submittal, review and approval of site development plans, architectural plans and construction plans are set out in this section.

FUNCTION OF DESIGN GUIDELINES

This document has been adopted pursuant to the provisions of the Declaration to guide and control the design and construction of single-family residences or related improvements in ShadowGlen. No improvements are to be constructed within the single-family residential portion of the Project without the plans for the proposed improvements first being approved by the Association. The Association has created the Design Review Board (the "DRB") to administer the review and approval of development, architectural and construction plans for proposed improvements or proposed modifications to existing improvements.

These Design Guidelines are intended as a guide to the Builders and Owners, their designers and architects, and the DRB in the design, construction, and maintenance of improvements. These Guidelines, in combination with the Declaration, applicable governmental ordinances and the Planned Development Ordinance, are intended to provide design and planning parameters and information so a Builder or Owner may plan, design, build, and maintain improvements to the Property covered by these Guidelines.

APPLICABLE GOVERNMENTAL ORDINANCES

These Guidelines are supplemental to the requirements of the Planned Unit Development Ordinance and any and all other applicable governmental ordinances and regulations (the "Ordinances"). In instances of conflict between the Ordinances and the Development Guidelines, the more restrictive of the two will apply.

BINDING EFFECT

These Guidelines shall be binding on all Builders and Owners and all Persons proposing to construct improvements on a site during the term of the Declaration.

TIME LIMIT

After the review and approval by the DRB the Builder shall have one hundred and eighty (180) days to begin construction of the residence or all approvals will be forfeit. If the Time Limit on an approval expires without extension by the DRB a new application must be submitted and approved by the DRB before construction can begin.

AMENDMENT

The Board or the Association may amend these Design Guidelines at any time. Improvements are to be constructed in accordance with the Design Guidelines in existence as of the date construction plans are approved by the DRB. If construction of the house is started within one hundred eighty days (180) after the construction plans are approved by the DRB then any changes to the Builder Guidelines shall not require changes in existing construction or plans previously approved by the DRB. If construction of the house is not started within one hundred eighty days (180) after the construction plans are approved by the DRB then; a) An extension of the approved plans must be obtained, in writing, from the DRB, or b) The plans must be resubmitted to the DRB for approval and the DRB, in its sole discretion, may require changes to the plans to reflect the then current Guidelines.

ENFORCEMENT

The Association, and the DRB shall have the right, but not the duty, to enforce the Development Guidelines. Enforcement shall be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate these Design Guidelines or any supplementary guidelines either to restrain violation or to recover damages; and failure by the Association, or the DRB to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover

reasonable attorney's fees and court costs from the non-prevailing party.

LIENS / SEVERABILITY

Violation or failure to comply with these Design Guidelines shall not affect the validity of any mortgage, lien, or other similar security instruments that may then exist as encumbrances on any part of the Property. Invalidation of any one or more of these Design Guidelines or any portions thereof, by a judgment or court order shall not affect any of the other provisions or guidelines herein contained, which shall remain in full force and effect.

APPROVALS

No approval by the DRB, pursuant to the provisions of the Guidelines, shall be effective unless in writing, except as otherwise expressly provided in these Development Guidelines.

APPEAL

If an application has been denied, or approval is subject to conditions that the Builder believes are too restrictive, the Builder may request a hearing before the DRB to justify his/her position. Following the hearing the DRB will review its prior decision and notify the Builder within five (5) days.

VARIANCES

All variance requests must be made in writing. A variance will be considered when unique conditions exist and when a variance is granted it will not set any precedent for future decisions and approvals.

APPLICATION FOR WITHDRAWAL

An application for withdrawal may be made without prejudice, provided the application for withdrawal is made in writing and received by the DRB in advance of the review and/or action on the application.

INSPECTIONS

The DRB will have the right to make periodic inspections while construction is in progress. These inspections will be made to review and determine compliance with these Guidelines and the approvals. In the event a violation is determined the Builder will be notified and given adequate time to correct the violation, in the event the Builder fails to correct the violation then enforcement of these Guidelines and the Declaration of Covenants, Condition, Restrictions and Easements will be undertaken

DEFINITIONS

The following definitions shall be used for interpreting these Guidelines:

Required – Means the action, activity or technique must be used or employed.

Encouraged – Means the action, activity or technique is recommended and considered the most desirable alternative but is not required.

Discouraged – Means the action, activity or technique is not prohibited but is considered to be a less desirable alternative.

Prohibited – Means the action, activity or technique should not be used and will not be permitted.

MASTER PLAN — PHASE I SITE DEVELOPMENT GUIDELINES

A. GENERAL

The Builder is to develop and maintain individual lots in a manner prescribed by the Declaration of Covenants, Conditions and Restrictions for ShadowGlen and by these Guidelines. Compliance with lot site plan requirements, building setbacks restrictions, sidewalks & driveway standards, garage placement guidelines, etc. is required of the Builder. Utility connections are the responsibility of the Builder.

The Builder shall comply with any and all applicable governmental ordinances and regulations that may effect development and construction within the Project, including but not limited to city, county, state, municipal utility districts, federal or any other governmental agency (i.e.: EPA, Corp) having applicable jurisdiction. Builder shall also warrant compliance with the approved municipal building code.

B. HOUSE SIZE

Houses are required to comply with the following size requirements:

Lot Size	Section	House Size	
		Minimum	Maximum
75'	12,13	2,600 sf	+
70'	1	3,000 sf	+
65'	2,9,11	2,500 sf	3,400 sf
60'	3,6,8,10	1,900 sf	3,400 sf
55'	4,5,7	1,800 sf	2,800sf
55'	14A/14B	1,800 sf	2,800 sf
45'	15A/15B	1,300 sf	2,100 sf

House size will be determined by measuring the enclosed living area contained in the house. Enclosed living area will be determined by measuring from the outside of the slab (including brick ledge) to the outside of the slab.

C. BUILDING SETBACKS

Established. Building setbacks are established by applicable governmental ordinances and regulations and by these Guidelines. Building setbacks for an individual lot can be found on the final plat of the lot and the Setback Plan (the "SP") established pursuant to these Guidelines (see Appendix).

Priority of Application. The setbacks for an individual lot shall be determined as follows: (i) first based on compliance with the setbacks shown on the final plat, (ii) next based on compliance with the SP and (iii) finally based on compliance with the general standards below.

Measurement. Building set backs are determined as follows:

- Front Building Setbacks are determined by measuring the prescribed distance from the front property boundary line.

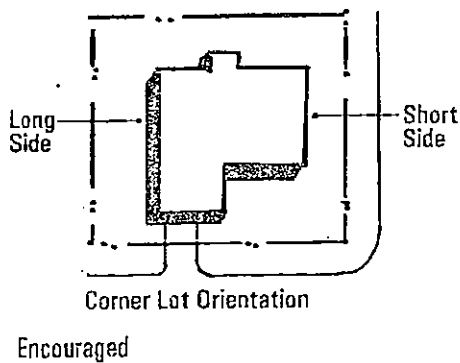
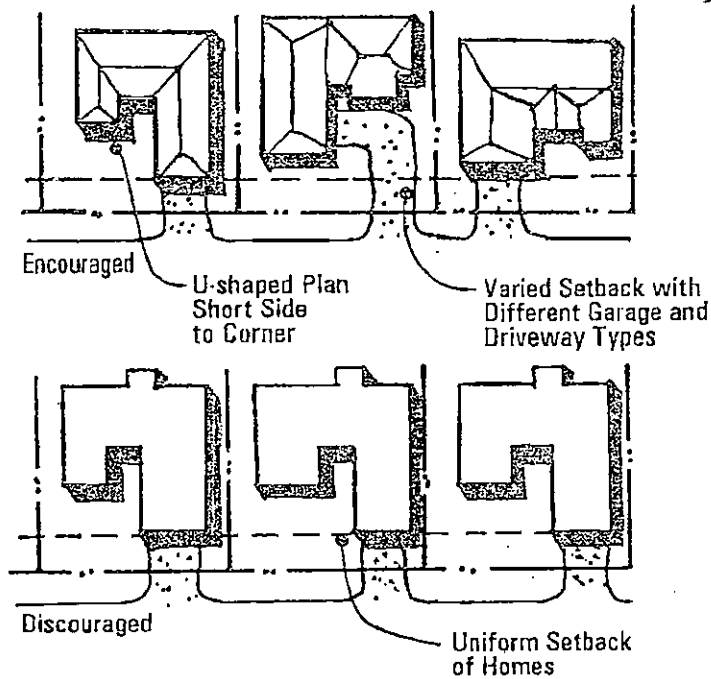
- Back Building Setbacks are determined by measuring the prescribed distance from the back property boundary line.
- Side Building Setbacks are determined by measuring the prescribed distance from each side property boundary line.
- Utility easements may also establish the building setback line if an easement extends further from the applicable property boundary line than the applicable setback distance.

General. Set out below are the general setback parameters for single-family lots.

- Front building setbacks range from twenty feet (20') to thirty feet (30') as shown on the Setback Plan.
- Side lot building setbacks for interior lots are generally five feet (5') on each side of the lot unless otherwise shown on the SP.
- Side lot building setbacks for corner lots are typically fifteen feet (15') from the side street property line unless otherwise shown on the SP.
- Rear building setbacks are typically ten feet (10') unless otherwise shown on the SP.
- Detached garages shall be no closer than ten feet (10') to the rear property line and no closer than five feet (5') to the interior side property boundary line and twenty (20') from the street side property boundary line.

Verification. Prior to the placement of any forms, the Builder shall review the final plat, the SP, easement locations and all applicable governmental regulation for the specific lot to verify all setback requirements. Each Builder is responsible for verifying and complying with all applicable building setbacks and easements established for each lot it purchases and constructs on.

D. ARTICULATION



Articulation of the location of the home, variety in the shapes of the homes and variety in the elevations of the homes are significant factors in the creation of unique and varied street scene. These techniques help create streets that have a special character, a character that makes them livable and desirable.

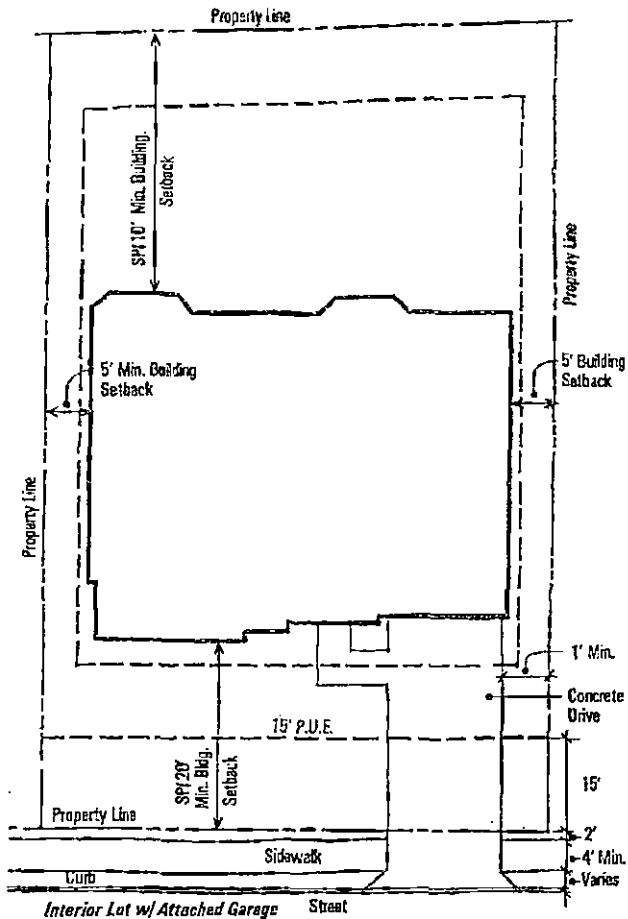
Whenever possible the building should be articulated in such a manner as to break the street down into a series of buildings rather than a row of buildings.

The footprint and the roof form determine the look and feel of a building from the exterior. The two should work together to provide variety in the street scene.

Building shapes should be arranged to compliment each other.

Imaginative plan geometry and roof forms increase the sense of articulation and correspondingly of individuality.

Articulation of Homes	
LOT SIZE	Application
50' - 64'	Encouraged
65' - 69'	Required
70' - 79'	Required
80' +	Required



E. INTERIOR LOTS

1. TYPICAL INTERIOR LOTS

Setbacks. Standard building setbacks for a typical interior lot are as follows:

- a front building setback as shown in the SP but in no event less than a minimum of twenty feet (20'),
- a rear building setback as shown on the SP but in no event less than ten feet (10'), and
- side building setbacks of five feet (5') on each side.

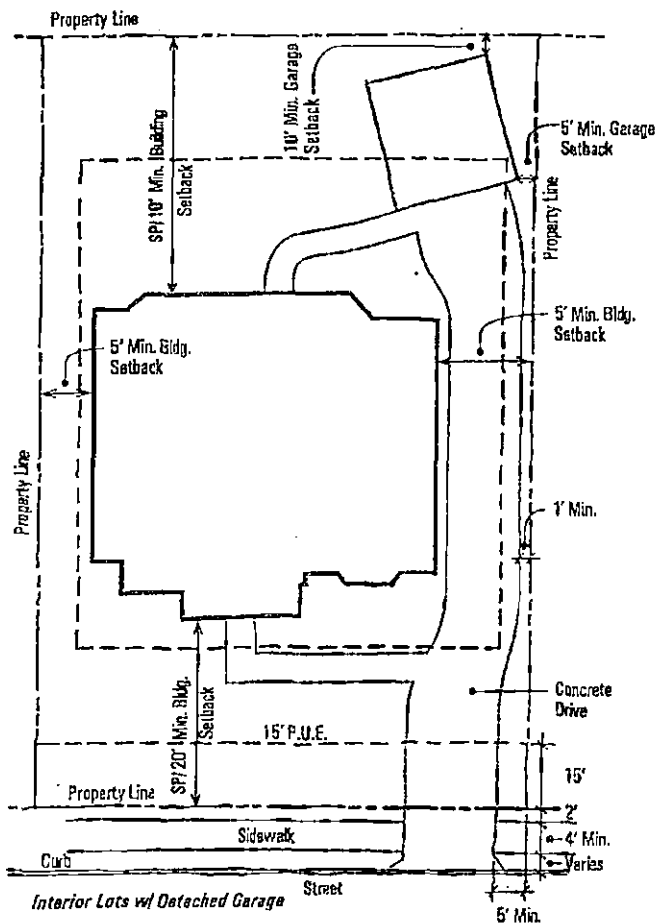
Residential structures and garages may not encroach into building setbacks except for eaves and roof overhangs .

Easements. Residential structures and garages may not encroach into utility easements without the prior approval of the DRB, utility company and appropriate governmental entity.

Fencing. Fencing is required for all interior lots. The Builder shall install fences according to the fence design criteria, illustrated in the fence section of these Guidelines.

Detached Garages. Detached garages are permitted on typical interior lots. Detached garages shall be no closer than ten-feet (10') to the rear property line and no closer than five-feet (5') to the side property line.

Other Structures. No structures other than pools, decks and gazebos are permitted beyond the rear setback without the prior written approval of the DRB.



Typical Interior Lots

2. GOLF COURSE LOTS

General. Any lot sold as a golf course lot, (as defined according to the lot contract), must follow all golf course guidelines set forth here. Interior lots adjacent to the golf course are to be developed to provide the maximum aesthetic potential of the lot's views of the golf course, while providing an attractive and unobtrusive view from the golf course. Therefore, the residences and its grounds shall be equally pleasing when viewed from the golf course as when viewed from the street.

Setbacks. Standard building setbacks for a typical interior golf course lot are as follows:

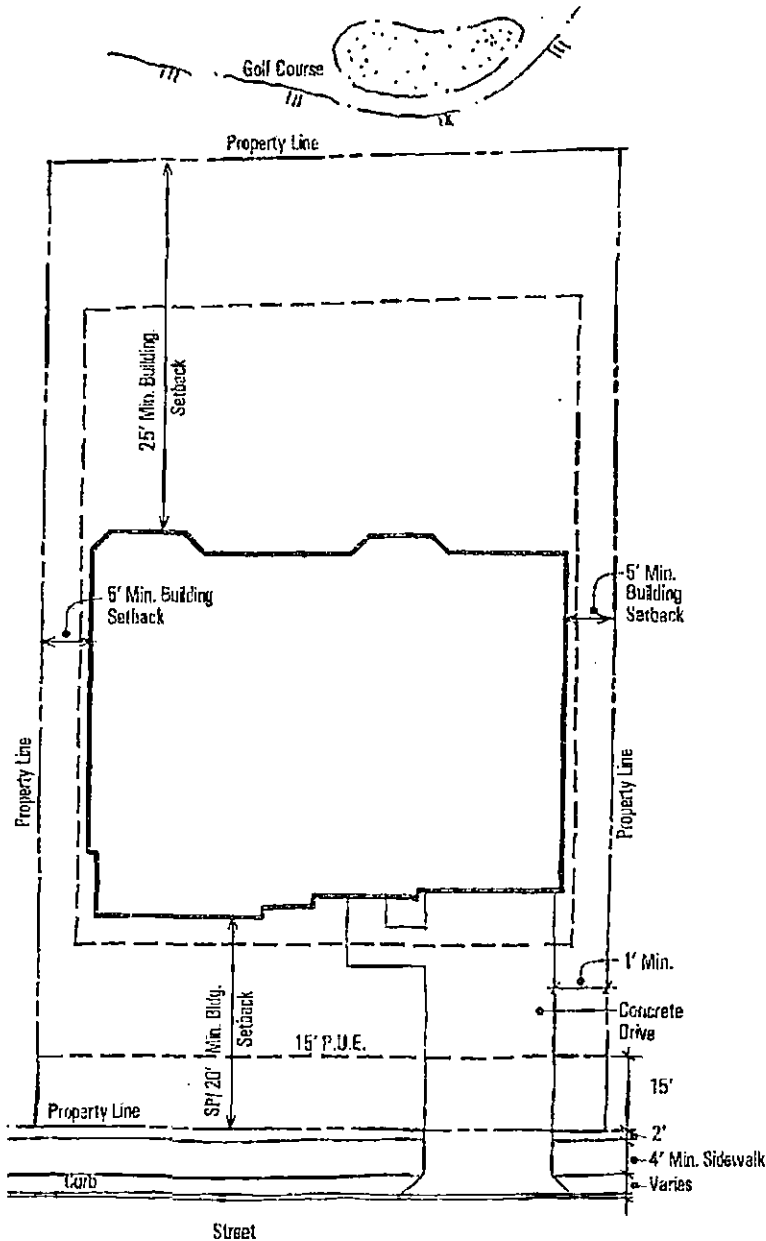
- a front building setback as shown in the SP but in no event less than a minimum of twenty feet (20'),
- a rear building setback of twenty-five feet (25'), and
- side building setbacks of five feet (5') on each side.

Residential structures and garages may not encroach into building setbacks except for eaves and roof overhangs.

Easements. Residential structures and garages may not encroach into utility easements without the prior approval of the DRB, utility company and appropriate governmental entity.

Fencing. Fencing is required for all interior golf course lots. The Builder shall install fences according to the fence design criteria, illustrated in the fence section of these Guidelines.

Detached Garages. Detached garages are prohibited on lots that are adjacent to the golf course.

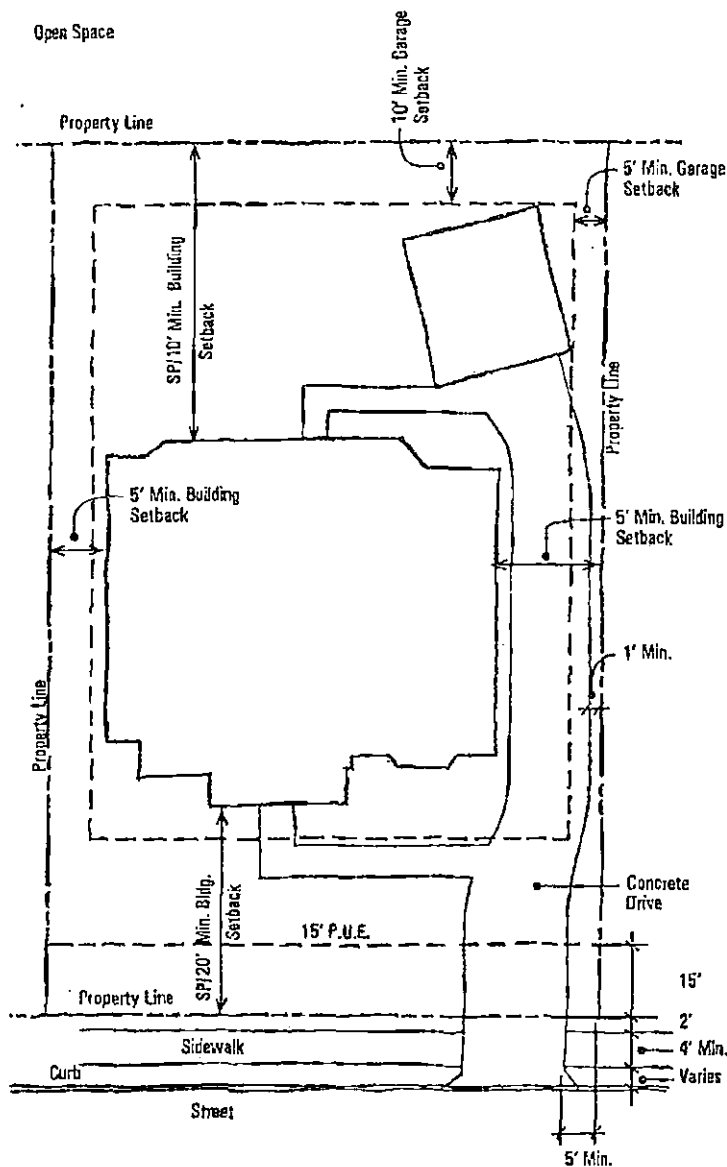


2. GOLF COURSE LOTS (Continued)

Other Structures. No structures other than pools, decks and gazebos are permitted beyond the rear setback.

Golf Related Design Considerations. In designing the house, the site layout and the landscape planting, design considerations that protect against the possibility of errant golf balls should be utilized. Use of impact resistant materials are encouraged and the use of large pane glass windows are discouraged. If a large expanse of glass is desired, it should be installed in smaller, easier to replace panes. Strategic placement of plants and trees may add additional safeguards.

2. OPEN SPACE / GREENBELT LOTS



General. Interior lots adjacent to public open space, greenbelts, pedestrian trails, parks and recreational areas ("Open Space") are to be developed to derive the maximum potential of the activity area and related view corridors. Residences and there grounds must be attractive and present a consistent visual image when viewed from the house, the Open Space and the street.

Setbacks. Standard building setbacks for a typical open space lot are as follows:

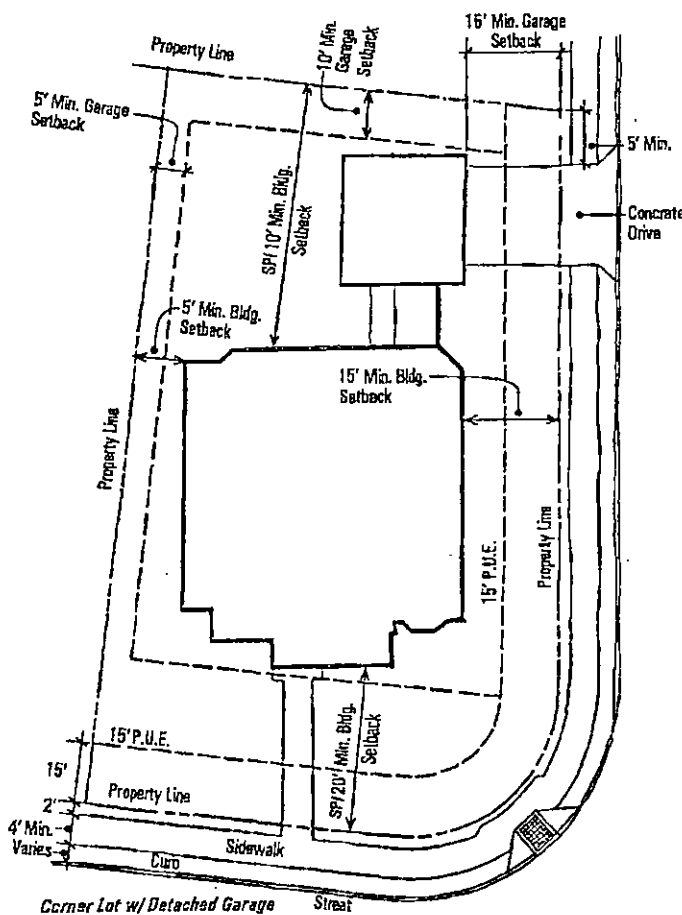
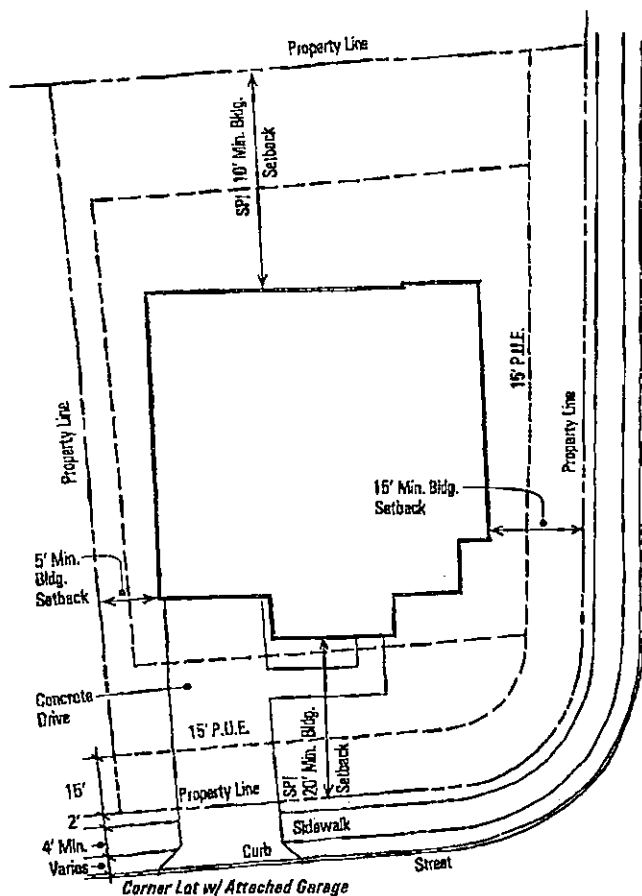
- a front building setback as shown in the SP but in no event less than a minimum of twenty feet (20'),
- a rear building setback as shown on the SP but in no event less than ten feet (10'), and
- side building setbacks of five feet (5') on each side.

Residential structures and garages may not encroach into building setbacks except for eaves and roof overhangs.

Easements. Residential structures and garages may not encroach into utility easements without the prior approval of the DRB, utility company and appropriate governmental entity.

Detached Garages. Detached garages are permitted on lots that are adjacent to Open Space. Detached garages shall be no closer than ten-feet (10') to the rear property line and no closer than five-feet (5') to the side property line. All garage elevations must be 100% masonry on lots that abut open spaces.

Fencing. Fencing is required for all open space lots. The Builder shall install fences according to the fence design criteria, illustrated in the fence section of these Guidelines.



Corner Lots-
Golf Course Lots

F. CORNER LOTS

1. TYPICAL CORNER LOTS

General. Corner lots are those lots found at the intersection of two roadways. Corner lots are highly visible from the front street and the side street. Homes on corner lots should be sited with care and should be visually pleasing from both street fronts. Residences and their grounds must be attractive and present a consistent visual image when viewed from either street.

Setbacks. Standard building setbacks for a typical corner lot are as follows:

- a front building setback as shown in the SP but in no event less than a minimum of twenty feet (20'),
- a rear building setback as shown on the SP but in no event less than ten feet (10'), and
- side building setbacks of fifteen feet (15') on the side adjacent to the street and five feet (5') on the side adjacent to the lot.

Residential structures and garages may not encroach into building setbacks except for eaves and roof overhangs.

Easements. Residential structures and garages may not encroach into utility easements without the prior approval of the DRB, utility company and appropriate governmental entity.

Detached Garages. Detached garages are permitted on typical corner lots. Detached garages shall be no closer than ten-feet (10') to the rear property line and no closer than five-feet (5') to the property line on the side adjacent to the lot and no closer than twenty (20') on the side adjacent to the side street.

Other Structures. Structures, other than pools, decks and gazebos, are prohibited beyond the rear setback.

2. GOLF COURSE LOTS

General. Any lot sold as a golf course lot, according to the lot contract, should follow all golf course guidelines. Corner lots adjacent to the golf course are to be developed to derive the maximum aesthetic potential of the lot's views of the golf course, while providing an attractive view from the golf course and the adjacent streets. Therefore, the residence and its grounds shall be equally pleasing when viewed from the golf course as when viewed from the street.

Setbacks. Standard building setbacks for a typical corner golf course lot are as follows:

- a front building setback as shown in the SP but in no event less than a minimum of twenty feet (20'),
- a rear building setback of twenty-five feet (25'), and
- side building setbacks of fifteen feet (15') on the side adjacent to the street and five feet (5') on the side adjacent to the lot.

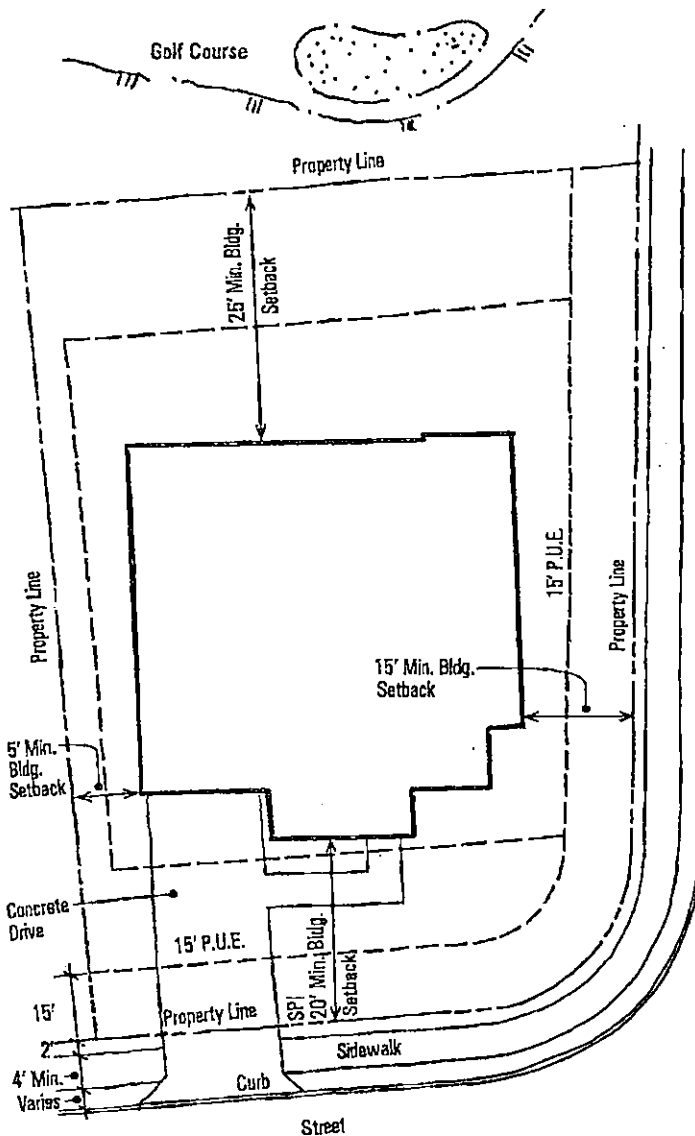
Residential structures and garages may not encroach into building setbacks except for eaves and roof overhangs.

Easements. Residential structures and garages may not encroach into utility easements without the prior approval of the DRB, utility company and appropriate governmental entity.

Fencing. Fencing is required for all corner golf course lots. The Builder shall install fences according to the fence design criteria, illustrated in the fence section of these Guidelines.

Detached Garages: Detached garages are prohibited on lots that abut the golf course and corner lots that are adjacent to the golf course.

Other Structures. Structures, other than pools, decks and gazebos, are prohibited beyond the rear setback.



2. GOLF COURSE LOTS (Continued)

Design Considerations. In designing the house, the site layout and the landscape planting, design considerations that protect against the possibility of errant golf balls should be utilized. Use of impact resistant materials are encouraged and the use of large pane glass windows are discouraged. If a large expanse of glass is desired, it should be installed in smaller, easier to replace panes. Strategic placement of plants and trees may add additional safeguards.

3. OPEN SPACE / GREENBELT LOTS

General. Corner lots adjacent to public open space, greenbelts, pedestrian trails, parks and recreational areas ("Open Space") are to be developed to derive the maximum potential of the activity area and related view corridors. Residences and their grounds must be attractive and present a consistent visual image when viewed from the house, the Open Space and the street.

Setbacks. Standard building setbacks for a typical corner open space lot are as follows:

- a front building setback as shown in the SP but in no event less than a minimum of twenty feet (20'),
- a rear building setback as shown on the SP but in no event less than ten feet (10'), and
- side building setbacks of fifteen feet (15') on the side adjacent to the street and five feet (5') on the side adjacent to the lot.

Residential structures and garages may not encroach into building setbacks except for eaves and roof overhangs.

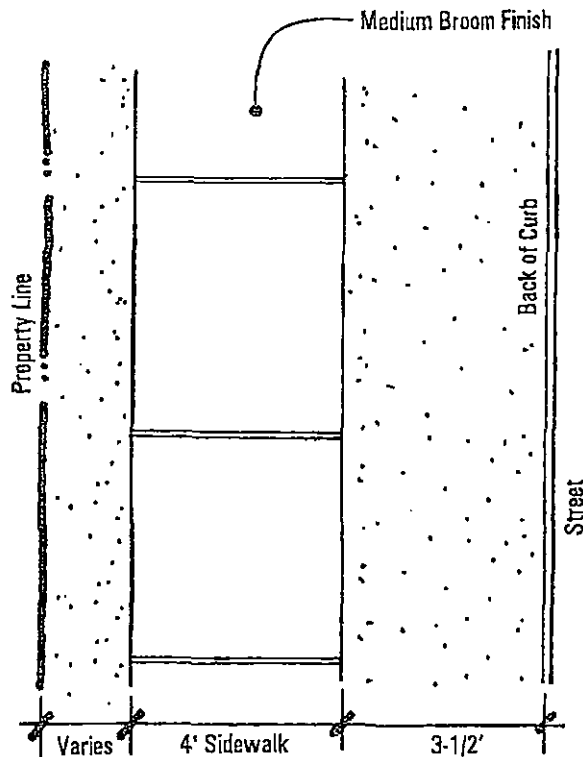
Easements. Residential structures and garages may not encroach into utility easements without the prior approval of the DRB, utility company and appropriate governmental entity.

Detached Garages. Detached garages are permitted on lots that abut to Open Space. Detached garages shall be no closer than ten-feet (10') to the rear property line, no closer than five-feet (5') to the side property line but no closer than twenty-feet (20') on the side adjacent to the street. All garage elevations must be 100% masonry on lots that abut open spaces.

Fencing. Fencing is required for all open space lots and shall follow the Fencing Master Plan (Exhibit 1) The Builder shall install fences according to the fence design criteria, illustrated

in the fence section of these Guidelines.

G. SIDEWALKS



General. Sidewalks with a four-foot (4') width are to be constructed by the Builder within all public street right of way frontages. The illustrations show minimum design standards. All sidewalks are to be constructed in a uniform manner, conforming materials and produce a consistent appearance.

Location. Sidewalks are to be located 3 1/2 feet from the back of the curb. Locations of sidewalks are not to be varied without the prior approval of the ARC.

Transitions. Transitions should be accomplished with the use of gentle curves rather than abrupt angles or curves.

Construction. Sidewalks will be constructed utilizing the following construction standards:

- i. All sidewalk construction must meet or exceed required governmental standards and must comply with the approved final plat.
- ii. Expansion joints shall occur every twenty feet (20') on center.
- iii. Scored joints shall occur every five feet (5') on center.
- iv. Concrete placed between expansion joints must be completed in one pour.
- v. Expansion joints must be used where the new sidewalk connects with the existing sidewalk or with driveways.
- vi. Where sidewalks meet driveways with decorative finishes or paving, the standard sidewalk design does not have to be carried through the driveway.
- viii. Manholes and valve boxes located within sidewalks shall be flush with the concrete paving.

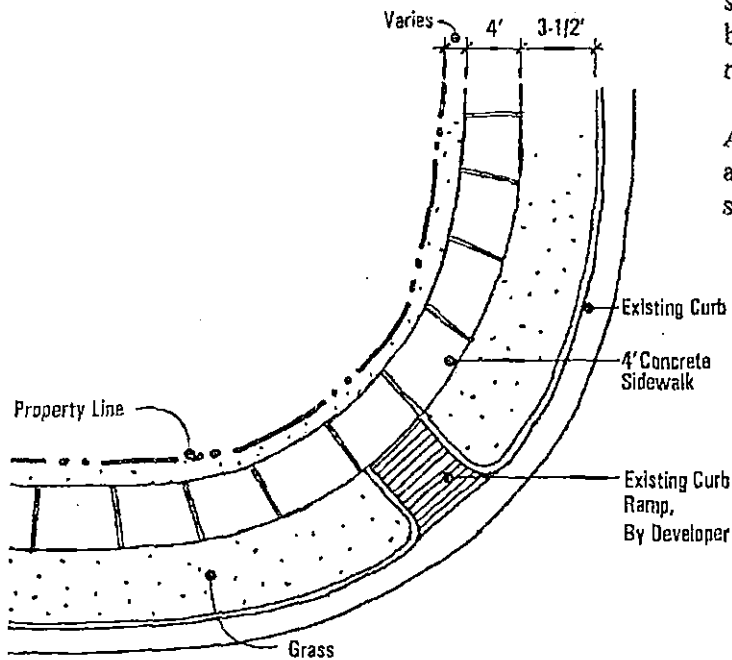
Adjustments to manholes and valve box are the responsibility of the Builder, the Builder must coordinate with and pay the utility company, municipality, county or municipal utility district

for any adjustments.

SIDEWALKS (Continued)

Corner Lots. On Corner lots the Builder is required to construct a four-foot (4') wide sidewalk along that portion of the lot that fronts both streets tying to the street crossing walk and ramp.

ADA. The Builder is required to comply with all ADA requirements in the construction of sidewalks.



H. ENTRY WALKS

The Builder is required to construct an entry walk from the front door of the house to the street curb or driveway. The entry walk must be a minimum of three-feet (3') wide and comply with the Sidewalk construction standards.

I. PARKING

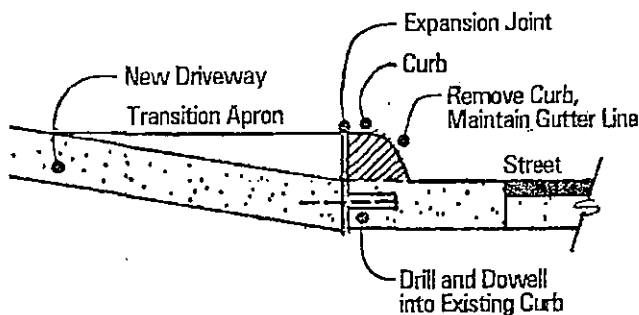
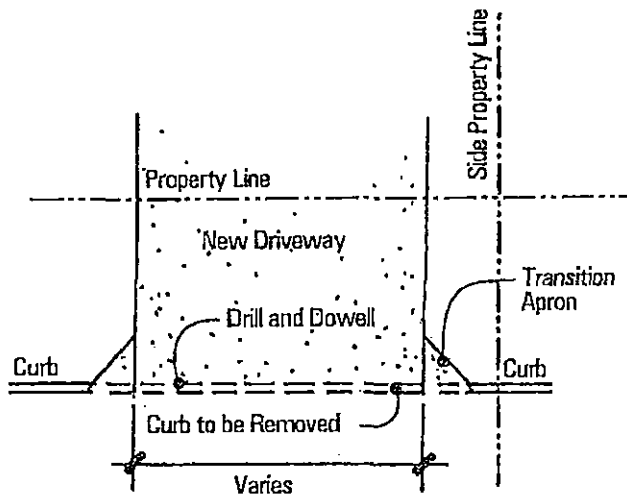
A garage capable of parking at least two (2) vehicles is required for every lot. A minimum of two (2) off-street parking spaces is required for all lots.

J. DRIVEWAYS AND MOTOR COURTS

1. DRIVEWAYS

Construction. Driveways must be constructed to meet the following requirements:

- All driveway construction must meet or exceed required governmental standards,
- Expansion joints shall occur every ten feet (10') on center,
- Must be constructed with concrete and have a minimum thickness of 4 inches,
- Concrete placed between expansion joints must be completed in one pour,
- Saw cut and remove curb to make a connection with the driveway,
- Expansion joints and dowels must be used where the driveway connects with the curb, and dowels are to be stubbed out a minimum of thirty-six inches (36") on center where the driveway is connected to the curb.



Materials. Driveways must be constructed of concrete, typically broom finished. Colors, patterns and design will require the approval of the DRB prior to construction. Exposed aggregate concrete, concrete with masonry borders (brick or stone), colored and stamped concrete and concrete pavers are encouraged.

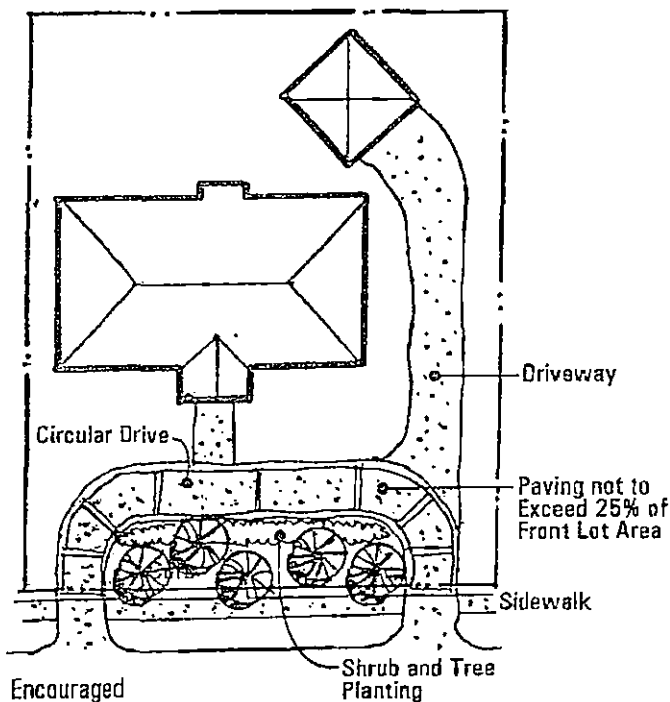
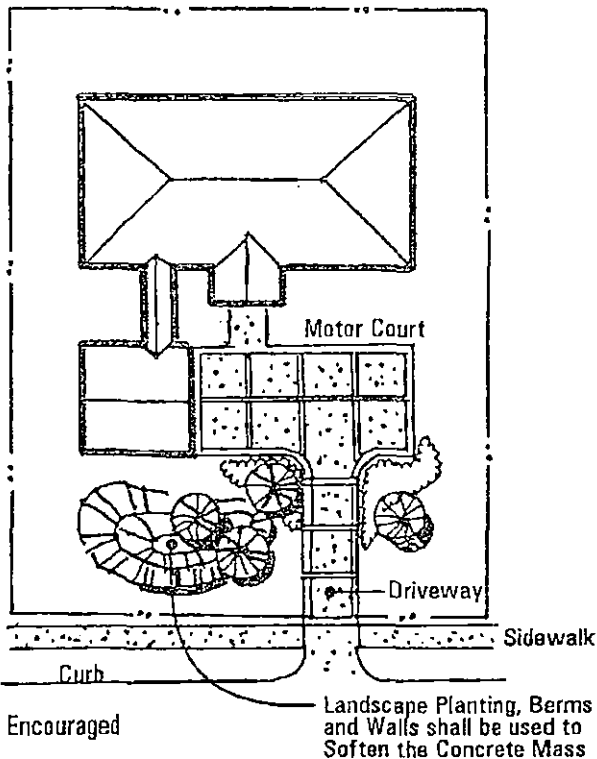
2. MOTOR COURTS

GENERAL. Motor courts are encouraged.

Construction. Motor courts must be constructed to meet the following requirements:

- All driveway construction must meet or exceed required governmental standards,
- Expansion joints shall occur every ten feet (10') on center,
- Must be constructed with concrete and have a minimum thickness of 4 inches,
- Concrete placed between expansion joints must be completed in one pour,
- Saw cut and remove curb to make a connection with the driveway,
- Expansion joints and dowels must be used where the driveway connects with the curb, and
- Dowels are to be stubbed out a minimum of thirty-six inches (36") on center where the driveway is connected to the curb.

Materials. Motor Courts must be constructed of concrete, typically broom finished. The use of alternative paving materials other than smooth finished concrete will provide visual interest. Colors, patterns and design will require the approval of the DRB prior to construction. Exposed aggregate concrete, concrete with masonry borders (brick or stone), colored and stamped concrete and concrete pavers are desirable.



3. CIRCULAR DRIVES.

General. Circular drives or turnaround may be desirable in certain instances. Under no circumstance may an entire front yard be paved as a driveway (refer to the landscape section of these guidelines for minimum landscape requirements).

Construction. Motor courts must be constructed to meet the following requirements:

- All driveway construction must meet or exceed required governmental standards,
- Expansion joints shall occur every ten feet (10') on center,
- Driveways must be constructed with concrete and have a minimum thickness of 4 inches,
- Concrete placed between expansion joints must be completed in one pour,
- Saw cut and remove curb to make a connection with the driveway,
- Expansion joints and dowels must be used where the driveway connects with the curb, and
- Dowels are to be stubbed out a minimum of thirty-six inches (36") on center where the sidewalk is connected to the curb.

Materials. Exposed aggregate concrete, concrete with masonry borders (brick or stone), colored and stamped concrete and concrete pavers are encouraged. Paving materials may not abut a building foundation except at entry sidewalk or driveways.

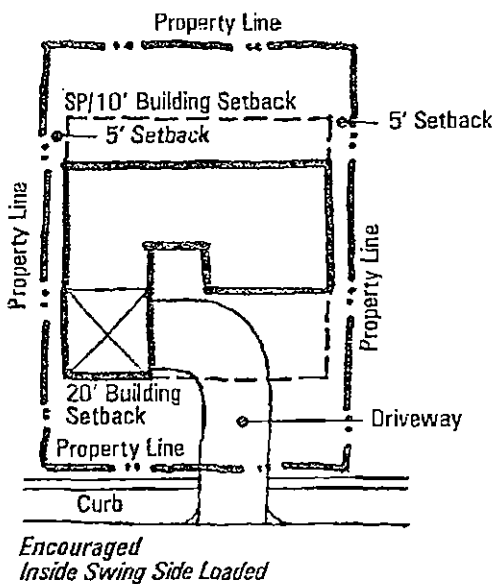
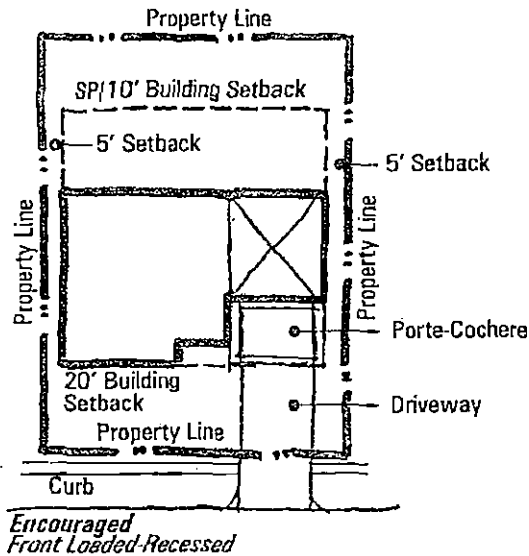
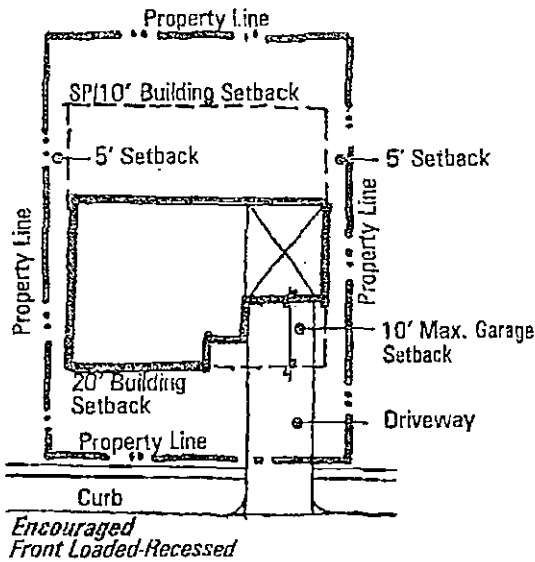
K. GARAGES

1. ATTACHED GARAGES

General. A streetscape where the emphasis is on the residences not the garages is desirable. Attached front or side loaded garages are acceptable but care should be taken to keep the garage from dominating the front elevation of the residence. Attached garages should be unobtrusive when viewed from the street.

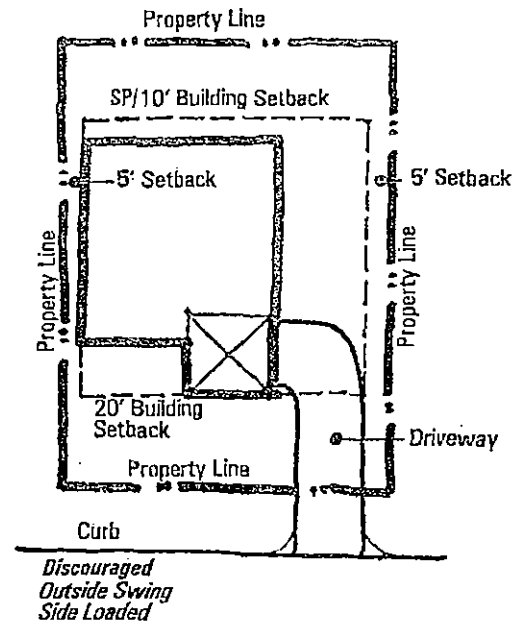
Favorable architectural treatment. The following are encouraged architectural treatments for attached garages.

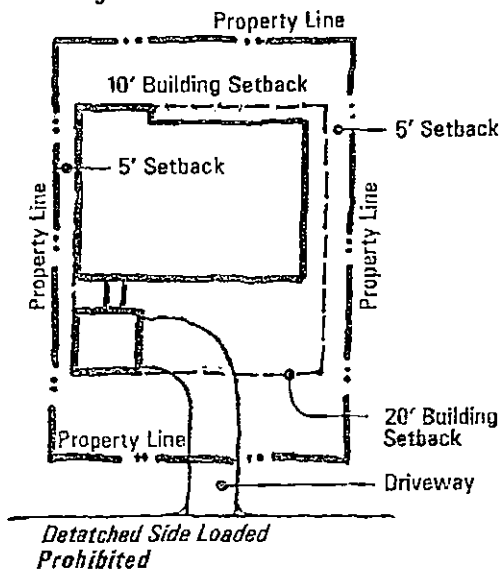
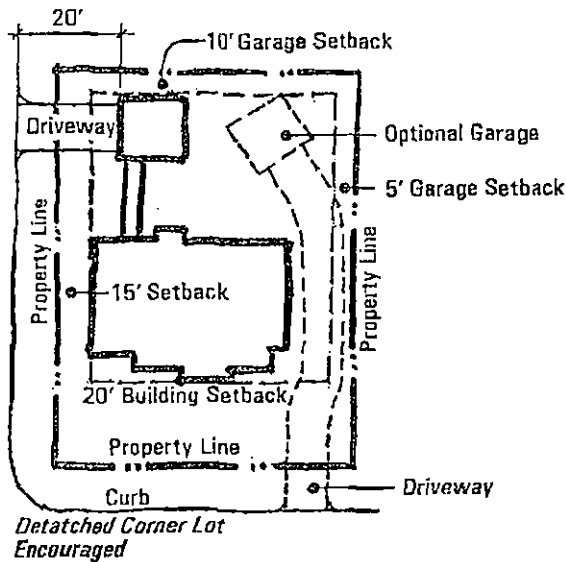
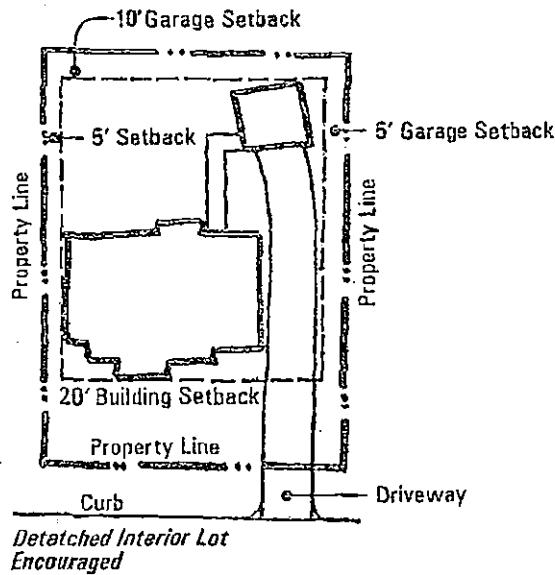
- Side loading attached garages,
- Recessed front loaded attached garages,
- Attached garages with a porte-cochere employed as an integrated architectural element, and
- Any garage treatment that diminishes the impact of the garage on the front elevation of the residence.



ATTACHED GARAGES (Continued)

Porte-cochere. A porte-cochere that does not extend past the major house facade, constructed of the same building materials and attached to the house consistent with the architecture is encouraged. Metal porte-cocheres are prohibited.





2. DETACHED GARAGES

General. A streetscape where the emphasis is on the residences not the garages is desirable. Detached garages emphasize the frontal elevation of the home and increase the emphasis on the house. Detached garages located behind the residence are encouraged. Detached garages and their driveways should be unobtrusive when viewed from the street.

Favorable architectural treatment. The following architectural treatments for detached garages are encouraged.

- Side loading detached garages.
- Detached garage located behind the residence.
- Detached garages with a porte-cochere employed as an integrated architectural element.

Detached garages on corner lots can create interesting corner yard spaces if implemented correctly.

Setbacks. Detached garages must have a five-foot (5') side setback and a ten-foot (10') rear setback. Detached garages located less than ten-feet (10') from side property lines shall have no windows or doors in the walls adjacent to the respective side and rear lot lines.

Unfavorable architectural treatment. The following architectural treatments for detached garages are discouraged.

- Garages that dominate the side elevation of the residence.

Detached garages are to be located behind the main structure of the house

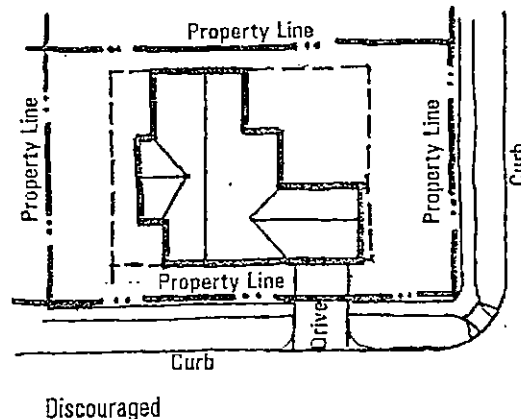
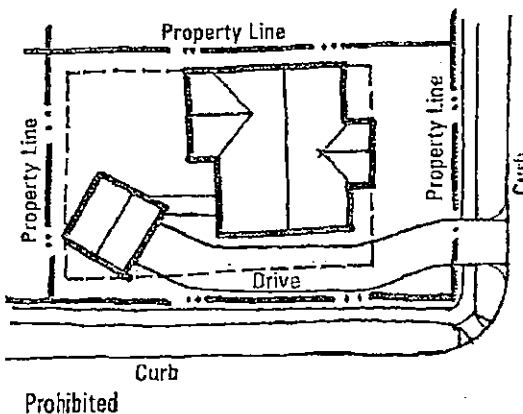
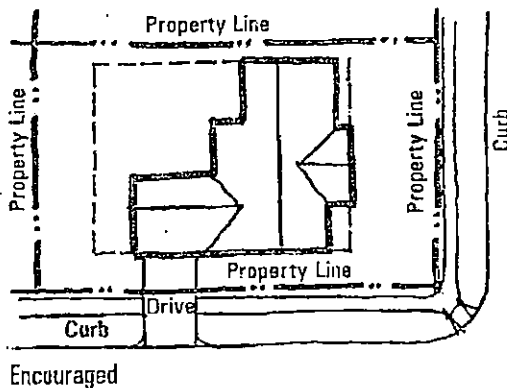
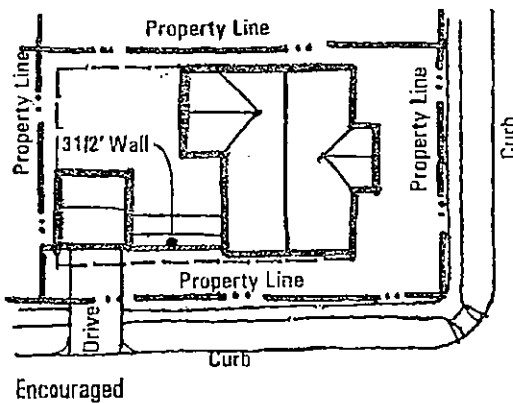
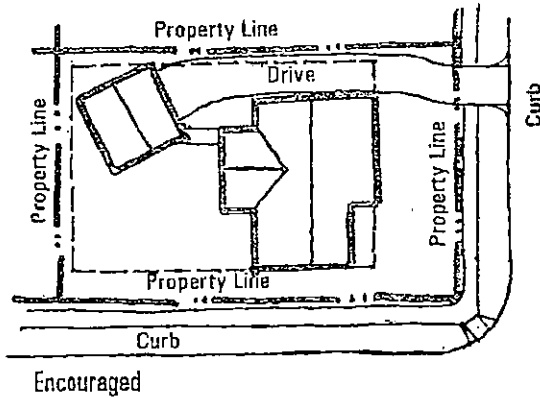
3. GARAGES ON CORNER LOT

Detached garages on the interior lot side are encouraged.

Detached garages located at the rear of lot on the street side are permissible but these are required to be side loading. A three and one-half-foot (3-½') high masonry wall between the house and garage is encouraged. These walls shall be constructed of masonry materials that match the front and street side of the residence. This wall provides the appearance of a larger house and eliminates the need for additional side yard fencing.

Driveways on the side street side of the lot extending from the front street are prohibited. This creates an undesirable traffic conflict with traffic turning from the side street onto the front street and it creates a large and highly visible expanse of concrete.

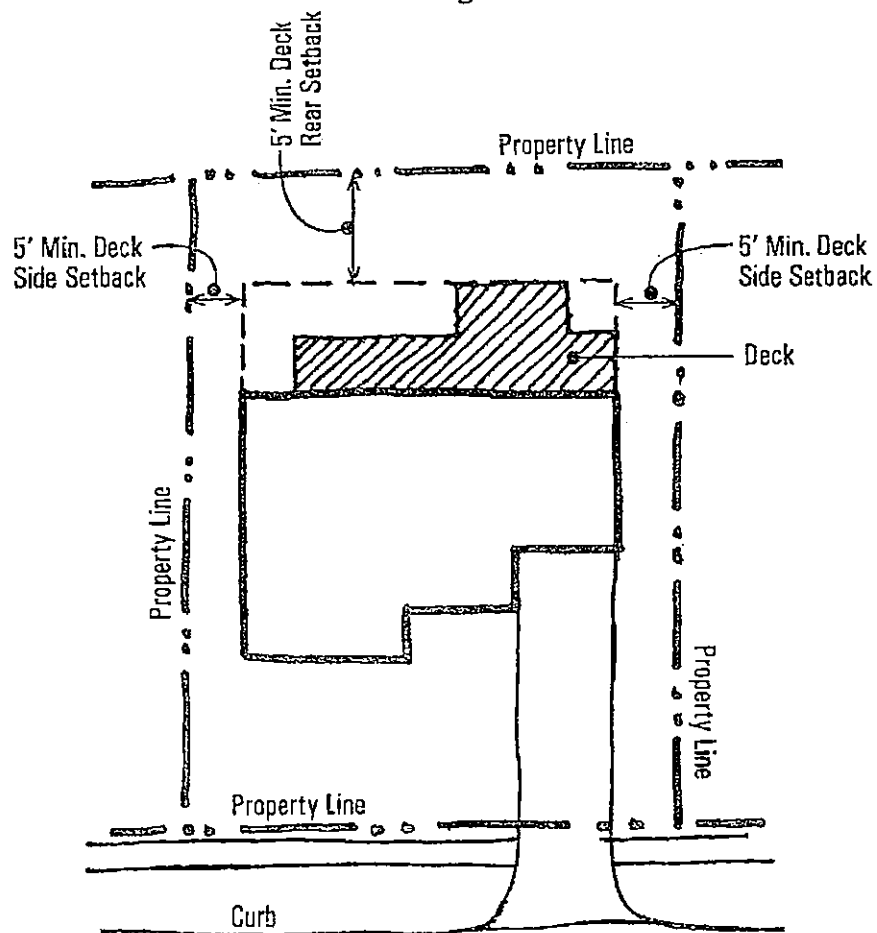
Attached garages facing the front street must be on the opposite side from the corner and adjacent to the first interior lot. Attached garages that have a side-loading entrance near the corner are prohibited.



L. DECKS

Decks must meet the following setback requirements:

- Five-feet (5') from the rear property line
- Five-feet (5') from the side property line
- Ten-feet (10') from the golf course, a greenbelt or common area.



M. POOLS

Above ground pools are prohibited. Pools are permitted when they comply with the following criteria:

- the improvement must meet all governmental codes and requirements,
- the improvement must be located in a portion of the yard that is fenced,
- the pool may not be located in utility easements,
- pool decks may be located in utility easements if written permission is obtained from the utility company,
- pool plumbing may be located in utility easements if the local utility company is notified prior to installation,
- the improvement must be properly located with minimum visibility from the golf course, adjoining property or public view,
- pool equipment and tools, visible from adjoining property or public view must be properly screened,
- pools visible from the golf course or greenbelt lots shall be set back a minimum of five feet (5') from the property line of the golf course,

All construction access will occur between the street and the rear lot line and access from the golf course, green belt or adjoining property is prohibited.

N. SPAS

Site-built or prefabricated spas or hot tubs, installed above ground, must be approved in advance by the DRB. Above ground spas or hot tubs are permitted when they comply with the following criteria:

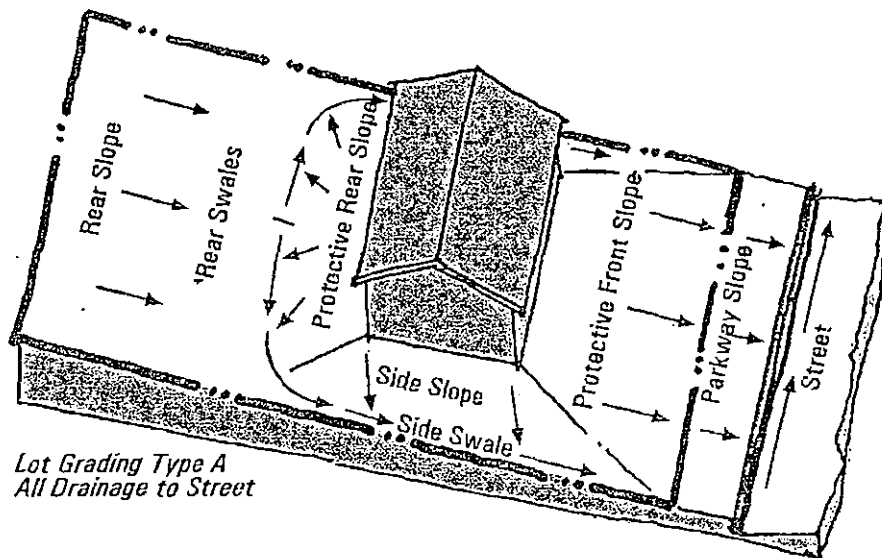
- the improvement must meet all governmental codes and requirements,
- the improvement must be located in a portion of the yard that is fenced,
- the spa or hot tub may not be located in utility easements,
- the improvement must be properly located with minimum visibility from the golf course, adjoining property or public view,
- above ground spas or hot tubs, visible from the golf course or greenbelt lots shall be set back a minimum of five feet (5') from the property line of the golf course,

All construction access will occur between the street and the rear lot line and access from the golf course, green belt or adjoining property is prohibited.

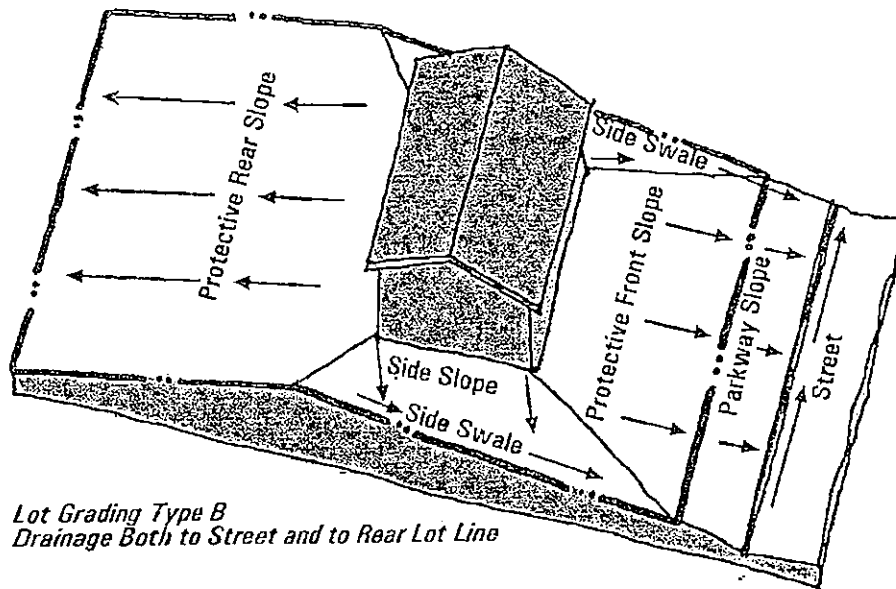
O. LOT DRAINAGE

Each lot is required to have positive drainage away from the building. The drainage plan for each lot should address rainfall, irrigation, air conditioner condensate and all other types of water runoff. The foundation should be constructed in such a manner as to provide adequate grade so that driveways, sidewalks, entry walks, porches, patios or decks does not impair adequate drainage of the lot. It is the Builder's responsibility to provide positive drainage for each lot. The grading plan for each lot is required to comply with one of the following categories:

- **FHA TYPE "A" LOT GRADING** - has a ridge along common rear lot lines and each lot is graded to drain storm water directly to the street independent of other properties.

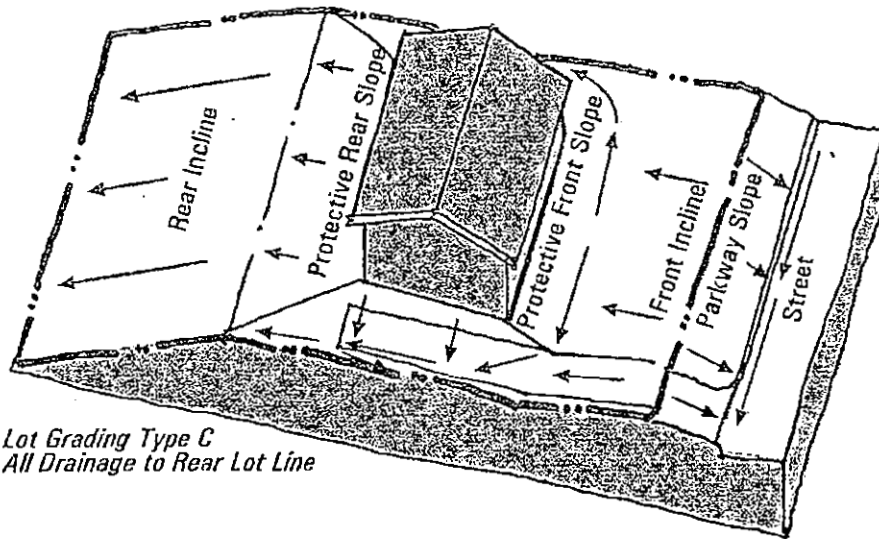


- **FHA TYPE "B" LOT GRADING** - The lot has a ridge at the mid point from the street from which the lot is graded to drain storm water in the front half of the lot directly to the street independent of other properties. The rest of the lot shall drain the storm water in the rear half of the lot to the rear of the lot.



*Lot Grading Type B
Drainage Both to Street and to Rear Lot Line*

- **FHA TYPE "C" LOT GRADING** - Storm water shall drain to the rear of the lot. Storm water that falls in the street right-of-way, between the curb and the property line, shall drain to the street.



*Lot Grading Type C
All Drainage to Rear Lot Line*

Architecture Guidelines

A. GENERAL

These Guidelines are intended to provide all designers and builders participating in the development of ShadowGlen to contribute to the theme and environment intended for ShadowGlen, by providing design criteria that will coordinate the image, character and quality of the entire community.

These guidelines will provide a framework that will facilitate the construction of affordable homes that have a consistent design and construction quality, and that are integrated into the overall character of the community through the consistent application of complimentary materials. In this context, they are intended to encourage creativity and diversity in the Builder's design. Additionally, they are intended to create an orderly and predictable basis for design review and plan approval, and to encourage quality design and construction that will achieve a harmonious relationship among neighboring houses, common area, amenities and other sites.

The intended result of the implementation of these Guidelines is to create a pleasant and livable environment that over time becomes a fully functioning community. The design options allowable under these Guidelines should provide each homebuilder with the ability to chose acceptable building materials for their home and have that home add to the overarching architectural fabric of the community.

These guidelines do not address building interiors. Nor do they address the technical design of structures, mechanical systems, safety requirements or governmental regulations.

Design review and approval applies only to the adherence of the criteria setout in these guidelines. It does not imply approval of any requirements for any other jurisdiction.

B. DESIGN PRINCIPLES & CRITERIA

The design principles and criteria set out in these guidelines provide the parameters for the exterior design of all single family residential buildings, landscaping, lighting and signage that can be seen in ShadowGlen. They provide a framework, when applied with high quality architecture that should achieve successful and integrated results. These principles are not exhaustive and may be augmented from time to time by additional principles and criteria that positively contribute to the overall fabric and character of ShadowGlen.

The principles and criteria enumerated herein should be diligently followed:

1. Form – No residence shall stand apart in its design or construction so as to detract from the community's environment and character.
2. Massing – Every effort should be made to minimize the mass of a house. Stepping building heights, breaking the ridgeline, adding dormers and varying the roof pitches create a more intimate scale. Large expanses of continuous vertical walls shall be avoided.
3. Materials – Quality materials from a complimentary palette should be used. Material should be durable and environmentally responsible.
4. Façade Articulation - Varied elevations and placements on the site result in more interesting street scenes. Priority should be given to those facades that are visible from public view including streets, walkways and common areas. The most articulated elevations should be those that are in public view. However, it should be assumed that the houses will be seen from all angles and that there will be a continuity of colors, materials and details on all elevations.

5. Lighting - Lighting in ShadowGlen should be warm and low level, washing the ground plane and providing accents. It should also provide adequate illumination for safety purposes, but not so much as to cause glare, annoyance or discomfort.

C. BUILDING CODE

The Builder must at a minimum comply with the 2000 edition of the International Residential Code or such later version, revisions or updates of the code as may be adopted from time to time (the "Building Code").

D. CONSTRUCTION STANDARDS

The Builder is responsible for providing a safe and clean building site. The builder must maintain the site and the area within the street and street right-of-way and the surrounding lots in such a manner as to avoid creating any hazardous or unsightly conditions.

Builders constructing on corner lots are responsible for the streets and street right-of-way for both adjoining streets. Accordingly, each Builder shall clean and police the streets, the surrounding lots, building site and any areas being used to store materials.

It is each Builder's responsibility to inspect the site and perform required maintenance on a regular basis and in addition each Builder is required to inspect and clean their buildings sites each Friday afternoon.

Specifically, each Builder shall as necessary observe the following rules:

1. MAINTENANCE

- a. All building sites will be maintained in a neat and orderly manner.
- b. Provide and use or cause to be used a container on each lot for trash and or debris.
- c. Clean surrounding streets of mud, dirt, gravel, concrete, and other material spills or deposits.

- d. Provide and use one lot per Builder for wash out of concrete trucks, which shall be clearly labeled by the Builder and regularly cleaned such that it may be properly maintained and mowed.
- e. Repair any tire ruts caused by delivery or construction traffic.
- f. Stored materials must be kept in a neat and orderly condition.

2. HEALTH AND SAFETY

- a. Use caution with equipment and traffic around surrounding lots.
- b. Prevent construction and contractor's vehicles and their workers vehicles from blocking the streets or adjacent driveways. Prevent parking of vehicles in such a manner so as to allow traffic to pass safely.
- c. Provide on-site and cause their construction workers to use a portable toilet. Inspect the portable toilet on a regular basis and maintain it in a clean and pleasant condition in order to provide suitable facilities for all workers, inspectors and authorized visitors. Toilets with vulgar graffiti or which become unpleasant shall be removed from the site and replaced with satisfactory ones.
- d. Self police speeding vehicles within ShadowGlen. Within any populated area the speed limit is 25 miles per hour. On streets that are not populated, the speed limit is 30 miles per hour unless otherwise posted.

3. ADJOINING PROPERTY

- a. Use extreme caution around existing properties. All damage to existing properties associated with home construction shall be the responsibility of the Builder. Resident complaints shall be courteously addressed and resolved quickly.
- b. The use of utilities from neighboring residents without their written consent is strictly prohibited.

4. ENVIRONMENTAL/HAZARDOUS MATERIALS

- a. Comply with all applicable environmental regulations, including but not limited to any Storm Water Pollution Prevention Plan.
- b. Silt fencing shall be installed and maintained in accordance with applicable regulation and at a minimum on side and rear lot lines to protect neighboring lots from construction activities and define the limits of work.
- c. Storage of hazardous materials on-site is prohibited. Hazardous materials may only be used on-site in compliance with all applicable regulations and under the direct supervision of a licensed applicator.

5. NUANCE

- a. Cause all workers to avoid music and or noise within ShadowGlen, which is excessively loud or in any way offensive to residents, inspectors or visitors.
- b. Provide dust control if necessary.
- c. Prevent the consumption of alcoholic beverages or illegal drugs on-site or within the project.
- d. Builders must ensure proper conduct of all personnel on the construction site.
- e. Compliance with these Construction Standards applies only to the adherence to the criteria setout in these guidelines. It does not imply compliance with any requirements or laws of any other jurisdiction.

6. ADA

The builder is required to comply with all applicable ADA requirements.

E. LOT MAINTENANCE

Builders must keep their Lots clear of debris at all times. Lots must be mowed and cleaned on a regular basis. No lot may be used for storage of materials without the prior written approval of the DRB, unless such materials are being used in the construction of a home on that particular lot.

F. SPACING AND REPETITION OF APPROVED PLANS

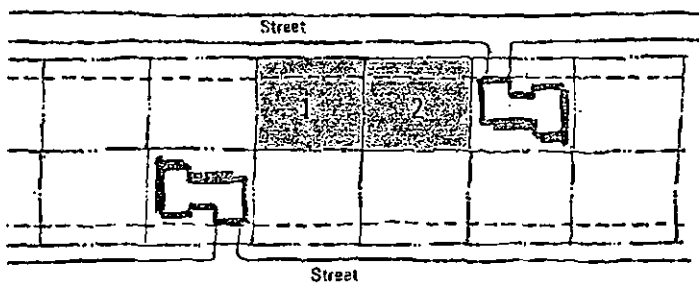
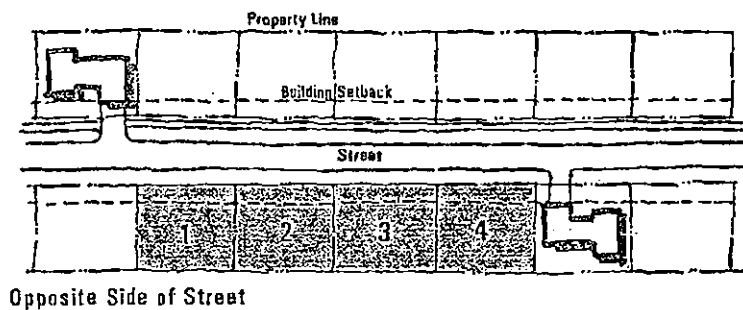
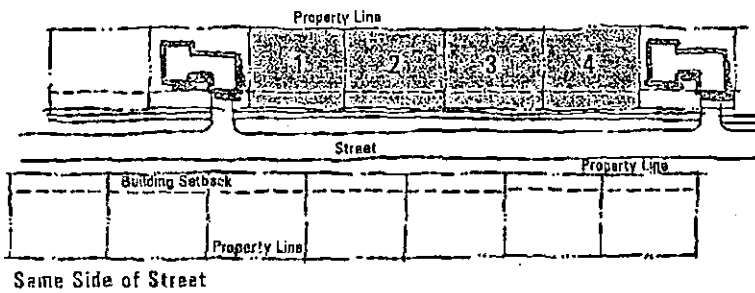
Exterior elevations shall be complementary in architectural design and materials, and compatible with neighboring structures.

If floor plans and/or elevations are the same within a particular section or neighborhood, they are to be placed in a staggered arrangement so as to create the maximum diversity possible within the neighborhood. **PRIOR TO CONSTRUCTION THE DRB SHALL APPROVE ALL PLAN LOCATIONS.** The DRB may consider a variance to the plan spacing if the Builder, in the opinion of the DRB, significantly varies individual features of homes with the same floor plan. These variances include but are not limited to significant changes in elevations, such as windows, doorways, roofs and trim elements, colors, materials and landscaping.

When considering repetition of plans the following lot separation matrix criteria shall apply:

FRONT OF HOUSE:

	House Plan	Elevation	Side of Street	Brick Color	Number of Lots Separation
1	Same	Same	Same	Same	4
2	Same	Same	Same	Different	4
3	Same	Same	Opposite	Same	4
4	Same	Same	Opposite	Different	4
5	Same	Different	Same	Same	2
6	Same	Different	Same	Different	1
7	Same	Different	Opposite	Same	1
8	Same	Different	Opposite	Different	1



G. MASONRY COLOR REPETITION

When considering repetition of masonry types and colors the following shall apply:

1. Brick colors that are planned for homes immediately adjacent to or directly across the street from one another can be chosen from the same color groups on the Masonry Guidelines/Color Selection Form, but a different brick or stone type must be selected.
2. The same brick or stone must be separated by a minimum of two (2) lots of different brick or stone selections.

H. EXTERIOR DESIGN

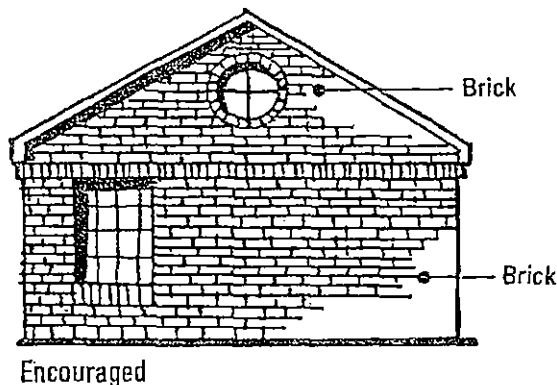
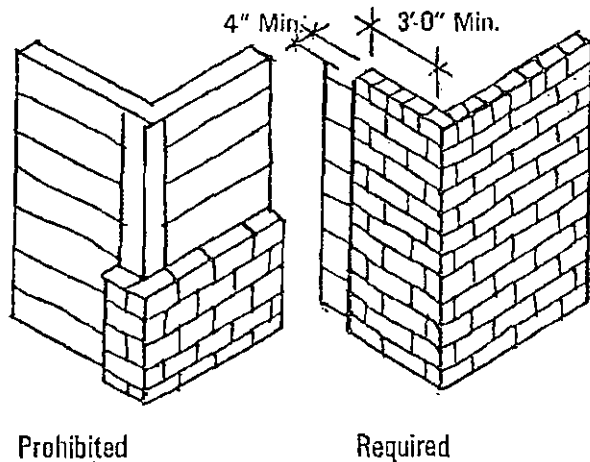
Style comes naturally out of good planning, relationship of plan to elevation; form following function and the use of a selected range of materials.

Elevations.

Where elevations other than the front are visible to public view or the golf course, those elevations should receive similar attention to details as the front elevation.

Ridgelines.

All houses should, whenever possible, include some variation of the ridgeline.



I. EXTERIOR MATERIALS

Materials should be used with restraint in regard to both color and diversity of material types. The intent is to create a continuity of materials throughout the neighborhood. High contrast trim or material variations should be avoided in favor of variations that are chosen to blend all elements into a single idea. Material changes shall not occur at a front outside corner. The technique of "skirt fronting" of masonry veneer are prohibited. Material changes are most successful when made as part of a larger offset; for example, a masonry pier or recessed window.

1. SUBMITTALS

The Builders shall submit samples of all proposed finish materials to the DRB for approval.

2. MATERIALS & SIDING

- a. The number of primary materials on the exterior will be limited to three (3) not including roof shingles.
- b. Permitted exterior building materials are:
 - Brick
 - Stone
 - Stucco
 - Fiber cement siding or approved equal
 - Glass Block
- c. Stucco Brick is prohibited.
- d. Board and batten is prohibited.
- e. Horizontal (lap type) is the preferred fiber cement siding.
- f. Vertical siding is prohibited.
- g. Rough sawn plywood is prohibited. Hard board and particleboard siding are prohibited. Fiber cement, in lieu of these materials, should be used.
- h. Diagonal siding is prohibited.
- i. To assure continuity in the type and quality of materials throughout the neighborhood all houses are required to meet the following masonry percentage requirements.

LOT SIZE	Overall % MASONRY	Front Elevation % MASONRY
45' - 64'	60%	70%
65' - 69'	65%	80%
70' - 79'	65%	85%
80' +	80%	90%

- j. Windows, doors, and other fenestrations will be considered as if they were the material in which they are set. Stucco materials are considered masonry for calculation purposes. Fiber cement materials are not considered masonry.
- k. Homes that back or side onto the golf course, open space, or the parkway are required to have a minimum of 85% masonry on such rear or side elevation.
- l. Detached garages that back to an open space, or the parkway are required to be at a minimum 100% masonry.
- m. Houses that are located on a corner lot are required to have a minimum of 85% masonry on the sides of the house facing the side street.
- n. Houses that abut open spaces/greenbelts and the golf course must have a minimum 85% masonry coverage for the elevation that faces the open space.

3. CONSTRUCTION STANDARDS

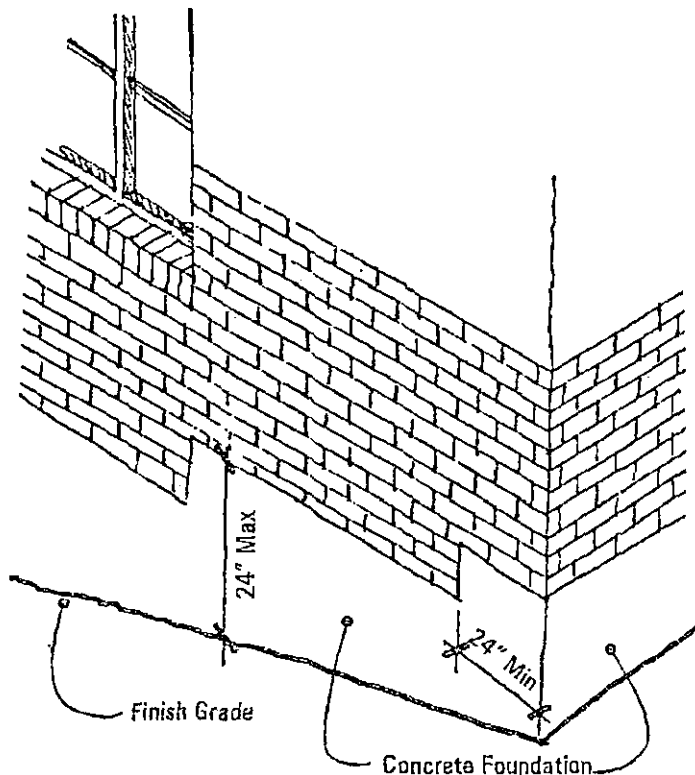
- a. In masonry construction, all mortar joints are to be tooled with mortar color complementary to the brick color.
- b. Materials should be used to emphasize planes and volumes. When different materials adjoin, care should be taken to avoid the look of applied facing.

4. COLOR

- a. Soft, subdued earth tone paint colors should be used. Bold, primary or unusual colors are prohibited. Each Builder is required to submit a proposed color palette to the DRB for approval.
- b. Earth tone color for brick is recommended. Gray and orange are prohibited.
- c. Naturally weathered wood is prohibited.
- d. All fiber cement materials shall be painted.

5. ADDRESS MARKERS

Builders are required to install either an 8" x 14" white pre-cast address block or a minimum 7" x 12" brass plate with street address engraved and painted a contrasting color in a 3" type size on each home. The builder shall determine the location, but the location must be visible from the street. Location of the address marker approximately five-feet (5') above finished grade and central to the front elevation of the home on the wall closest to the front building set back line is encouraged.

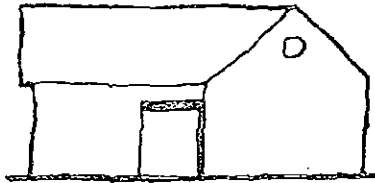


6. BRICK-LEDGE STEP-DOWN

Minimize the amount of exposed foundation by dropping the masonry course. The maximum foundation exposure at any location shall be (24") twenty-four inches.

The masonry ledge must extend around building corners a minimum of (24") twenty-four inches before stepping brick up or down.

J. WINDOWS



Prohibited



Encouraged

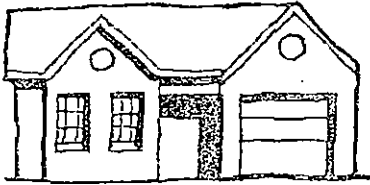
Care should be given to the size, type and organization of all windows. Windows should be organized architectural features and, wherever possible, grouped into recessed areas or bordered by projections that provide a shadow pattern. They should never appear like surface "holes" cut into the side of the box. Scattered windows present an awkward appearance and should be avoided. Large windowless facades are strongly discouraged.

Window materials should be bronze or white finish aluminum, vinyl, wood or an approved substitute.

Windows are required to comply with the construction and energy efficiency requirements set out in the Building Code. As a general rule reflective glass with reflectivity in excess of that specified in the Building Code is discouraged and must be approved in writing by the DRB.

K. ROOFS

1. ROOF DESIGN



Discouraged



Encouraged

Rooflines with a clean and uniform appearance are desirable. Gable and hip roofs are strongly encouraged. Hip roofs are preferred as they create a more open feeling than gables.

Changes in roof geometry are best when accompanied by offsets in plan. Hips and gables should not be combined in the same house unless they are an outgrowth of the plan form.

Minimum slope on all roofs shall be a 6 in 12 pitch. A combination of roof pitches may be used if they are integrated into the design of the house.

Gambrel, Dutch, Mansard and similar style roofs incorporating multiple pitch or "faux" roofs are prohibited.

Flat roofs are prohibited.

Large front-facing gables should be avoided unless they are broken into small-scale elements. Otherwise, open gables are better facing toward side yards.

Front-facing gables over the garage door are discouraged. A low plate line over the garage door will minimize the impact of the unshielded exposure of garage doors.

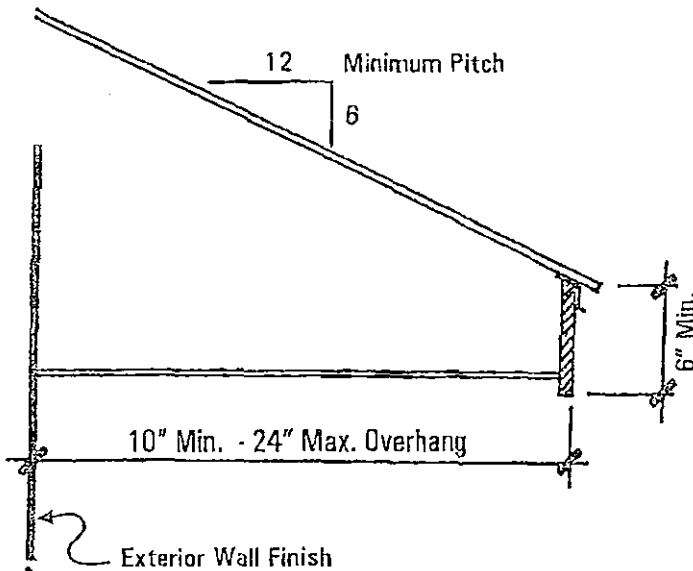
2. ROOF OVERHANGS

Roof overhangs are both practical and attractive. They give a house character and solar protection.

Overhangs should be an integral part of the house form and not thin planes extended past the mass of the house. Use over windows to create shadows is encouraged.

Exposing the ends of rafters is prohibited. Minimum fascia is six inches (6"). Eaves must be boxed in with horizontal soffit.

Minimum roof overhang is ten inches (10") on exterior walls when the minimum 6:12 roof pitch is utilized. When roof pitch increases, less roof overhang will be considered. Minimum gable overhang is six inches (6"). Roof overhangs may not exceed twenty-four inches (24") without the prior approval of the DRB.



3. ROOF MATERIALS

Roofing materials are required to be a minimum thirty (30) year three-dimensional composition shingle such as Elk Prestique II or GAF Timberline. Unless otherwise approved in writing, roof colors other than Weathered Wood are prohibited.

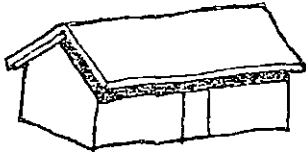
4. ROOF ACCESSORIES

- a. The roof should be as uncluttered as possible. Vent stacks and other necessary roof penetrations shall be located away from the front elevation and public view. When possible, locate roof penetrations on the backside of the roof.
- b. All vent stacks, roof penetrations and flashing are to be painted to match the color of the shingles. Roof penetrations shall be set no higher than the minimum code height.
- c. All solar panels shall be submitted to the DRB for approval prior to installation. They shall have associated plumbing painted the

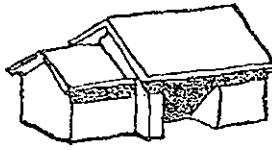
same color as the background to which it is mounted.

- d. Shingles are to be overlapped at valleys so that no valley flashing is exposed.
- e. No rooftop or window HVAC equipment is permissible.
- f. Without the prior written approval of the DRB, roof mounted radio/television antenna, satellite dishes, and radio towers are prohibited. If they are necessary, they are to be installed on the rear roof. Rear roof is defined as any area of the roof that faces the backyard and is behind the roof ridge line, so as not to be visible from the public street in any way.
- g. The DRB shall approve the location of all proposed antennas visible to the public.
- h. Gutters and downspouts are encouraged on all homes and they are required to drain away from the house foundation. Gutters and downspouts shall be integrated with architectural design in color, shape and location. Gutters and downspouts shall be painted the same color as trim or brick depending on location.
- i. The location and design of all skylights must be approved by the DRB.

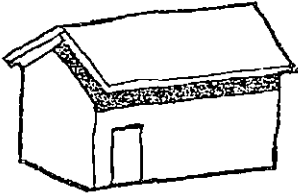
L. ENTRANCES



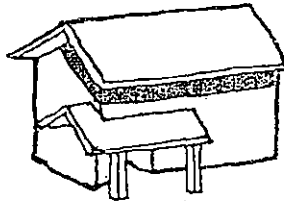
Discouraged



Encouraged



Discouraged



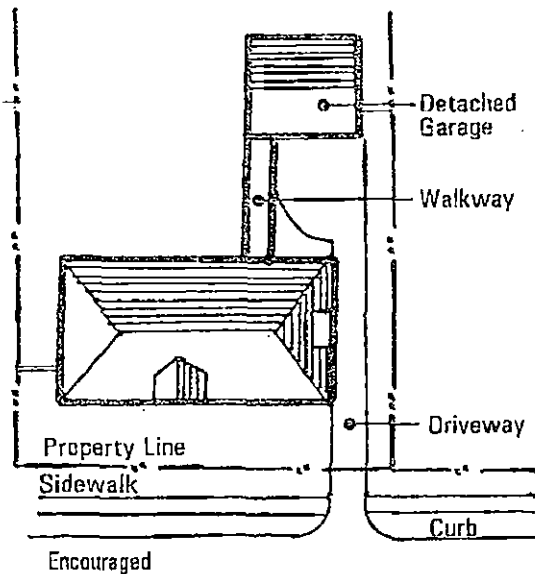
Encouraged

Individual entrance structures should be distinctive architectural features.

Recessed entrances provide protection from the elements, transition space, individuality and a sense of arrival. When used with wall extensions, the entry can be visually enlarged and will result in a courtyard effect that is appropriate to the region.

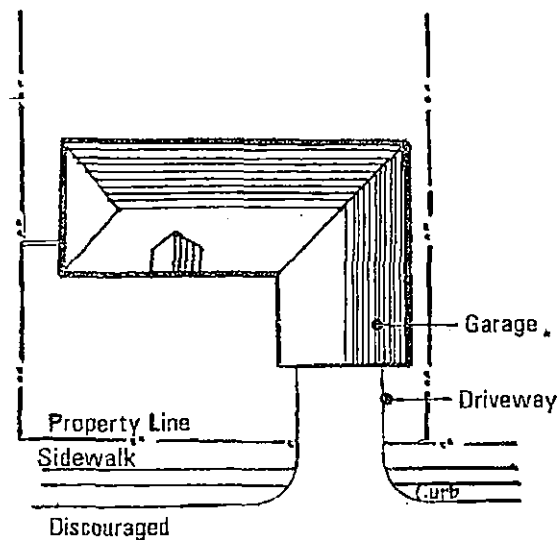
They are best when there is a combination of overhanging roofs and some change in the plan configuration.

M. GARAGES



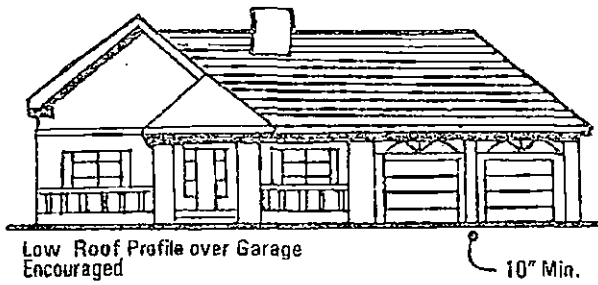
The garage doors should not dominate the facade. When garage doors dominate the front elevation of the house, the house generally adds little to the overall character of the street and the house entrance is visually overwhelmed. Garage doors (often at least 16 feet wide) are like blank walls. They are devoid of architectural elements that give a house scale, life and character such as windows, terraces, landscaping, etc.

The traditional solution is to detach the garage from the house proper, allowing the house to stand on its own and reflect the relationships of the interior spaces to the street. For shelter, the garage is often connected to the house with a covered walk, breezeway, etc.



When front loaded attached garages are constructed, a setback from the main elevation (face) of the house is encouraged to keep the house from appearing to be all garage. The face of a porch qualifies as the major front elevation if the porch is substantial enough to be the major focus of the facade.

The location of port-cocheres requires approval of the DRB unless in conjunction with a garage.

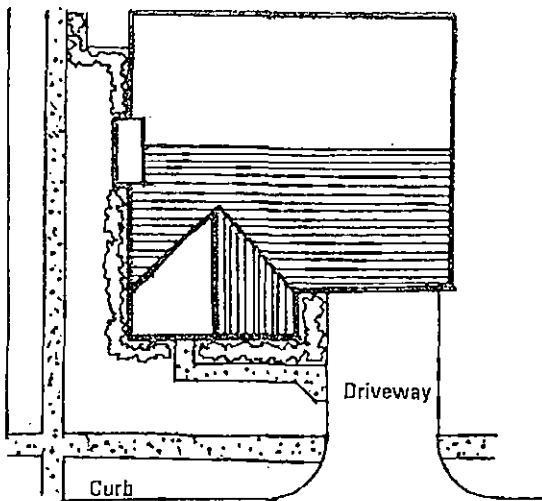


Roofs over garage should be as low as possible, sloping toward the street. The highest roofs should not occur over the garage due to the added visual emphasis.

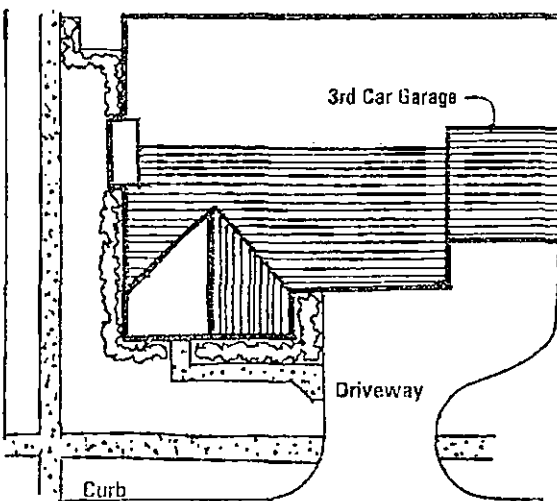
Treatment of detail on garage doors should be consistent with the overall character of the house. This may be accomplished with one or two well placed windows along the top of the garage door and by breaking up the mass with paneled construction.

When two-car garages are built, two single doors divided by a vertical column at least ten inches (10") wide are encouraged. This breaks up the expanse of the door into appropriately scaled architectural elements.

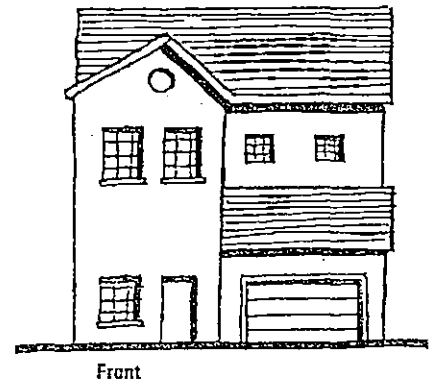
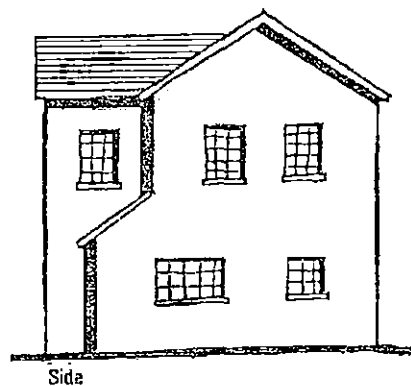
Conversion of garage space into livable area is strictly prohibited.



Entry / Porch in foreground
Recessed Attached Garage
Encouraged

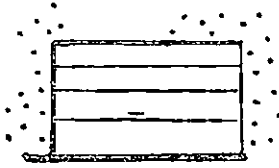


3rd Car Garage Option
Encouraged



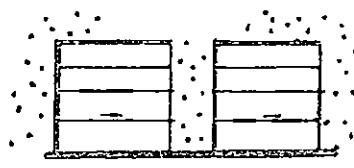
N. GARAGE DOORS

Large Double Door



Discouraged

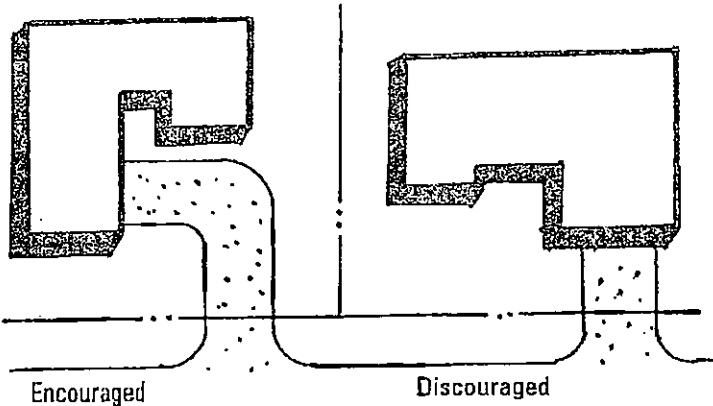
Two Small Single Doors



Encouraged

The dominant visual impact of garage doors should be carefully addressed in a variety of ways.

1. Single garage doors have a better scale and are encouraged. Large double garage doors are discouraged.
2. Side entry garages should be used to break up the monotony of garage door corridors. Windows can be used to break up massive garage facades.
3. The door itself should be a metal four-panel design. Particleboard doors are prohibited. Windows are encouraged. Reflective film, foil or similar materials on windows are prohibited. Garage doors are required to be painted to minimize the impact of the garage doors on the front elevation of the house.
4. All garages are required to be pre-wired for automatic garage doors.



O. PATIOS, PORCHES AND DECKS

1. PATIOS

Patios that extend from the rear of the house are encouraged. They create an out of doors gathering place and help foster a sense of individuality. Patios should not be cluttered or unsightly from adjoining property. Patios are permitted when they comply with the following criteria:

- Patios shall be constructed of concrete, concrete pavers, flagstone or brick.
- Patio materials should relate to the architecture and create an interesting outdoor space.
- Patios should be integrated into the landscaping design for the property. Use of planters is encouraged.
- Foundations of patios that exceed two feet (2') in height above finished grade and are visible from any street, open space or golf course must be screened with landscaping.

Patio covers, when used, must be integrated into the design of the house, including the roofline, materials, and roofing materials. Exposed surfaces shall match the overall color scheme of the house and frames must be painted to match the trim of the house. Patio covers must comply with applicable setback requirements.

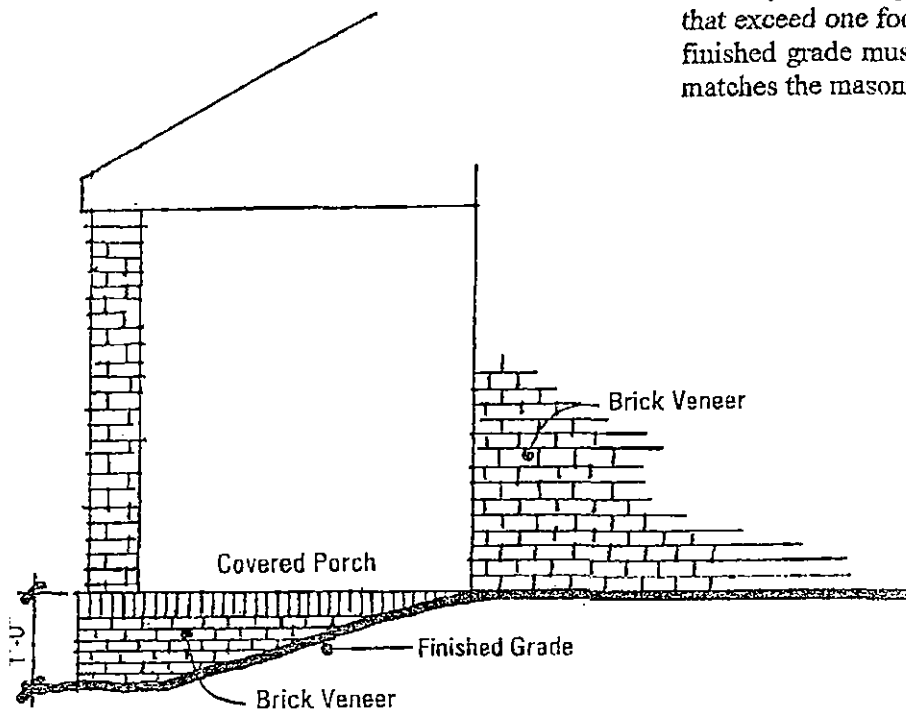
2. PORCHES

Covered front porches and covered rear porches are encouraged.

a. Front Porches

Front porches are permitted when they comply with the following criteria:

- Covered front porches should be fully integrated in the overall design of the house.
- Front porches should help create a sense of community by encouraging the interaction of residents and pedestrians.
- Porch roofing materials must match those used on the house.
- Vertical elements of the front porch must be appropriate for the massing and scale of the house.
- Foundations of front porches must be screened with landscaping or clad in masonry matching the house. Foundations that exceed one foot (1') in height above the finished grade must be clad in masonry that matches the masonry on the house.



b. Rear Porches

Rear porches are permitted when they comply with the following criteria:

- Covered rear porches should be fully integrated in the overall design of the house.
- Rear porches should help create a sense of individuality.
- Porch roofing materials must match those used on the house.
- Vertical elements of the front porch must be appropriate for the massing and scale of the house.
- Foundations of rear porches must be screened with. Foundations that exceed two foot (2') in height above the finished grade must be clad in masonry that matches the masonry on the house.

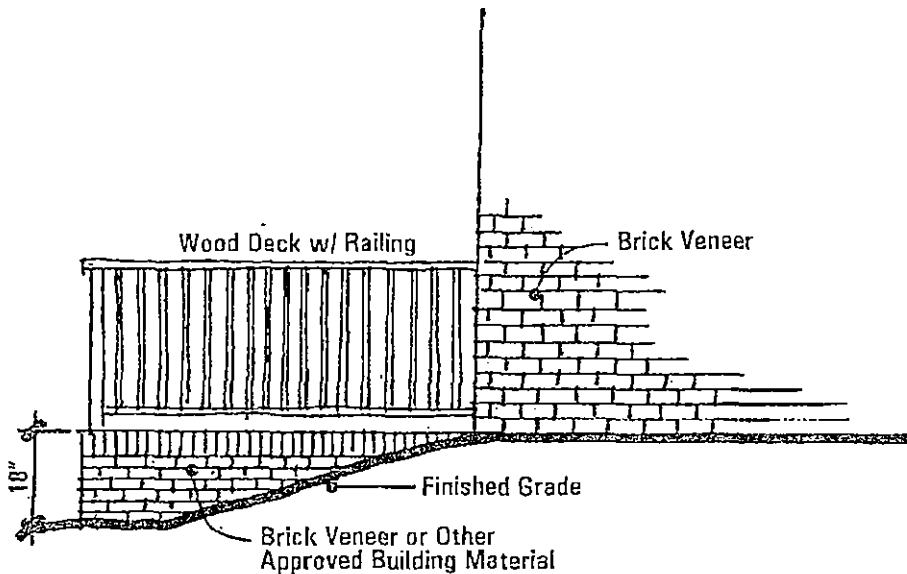
c. Golf Course or Greenbelt Lots

Rear porches visible from the golf course, greenbelt lots or to the public must comply with the requirements set out above for Front Porches.

3. DECKS

Decks must be architecturally compatible with the residence. Decks are permitted when they comply with the following criteria:

- Decks must not be visible from the front street.
- Landscape and/or fencing are acceptable screening devices.
- Foundations of decks that exceed eighteen inches (18") in height above the finished grade must be screened with landscaping or clad with decorative wood treatments or masonry matching the house.
- Decks that are constructed on the second story do not require screening.
- Decks must be constructed of pressure treated wood, cedar or redwood.
- Exposed deck support columns or structures are required to be 6"x 6" pressure treated wood or clad in such a manner so as to appear to be an integrated portion of the house.



P. POOLS & SPAS

1. POOLS

Pool decks must be constructed of concrete, pavers, flagstone or wood and must include adequate drainage.

2. SPAS

Above ground spas or hot tubs, visible from adjoining property or public view shall, at a minimum, be decked, skirted, landscaped and/or screened to hide all plumbing, heaters, pumps, filters and related equipment (see Patios, Porches and Decks).

Q. STORAGE STRUCTURES

Provided that the express written consent of the DRB is secured prior to installation, one (1) storage building, limited to a maximum height of seven (7) feet from the ground to its highest point, and also limited to a size at a maximum of 100 square feet of floor area, may be placed on a particular lot. However, all colors and materials on the structures must remain consistent with the exterior materials on the home. Metal structures are strictly prohibited. In no instances can the structure be placed in a utility easement. In addition, it shouldn't be any closer than five (5) feet from the side property line or any closer than ten (10) feet from the back property line. In all cases, the storage structure should be hidden from the public view. Finally, no storage structure of any type is permitted on lots that have metal fencing.

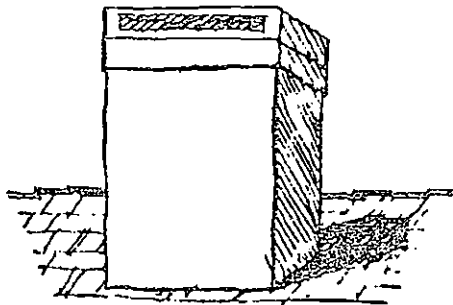
R. BASKETBALL GOALS

Portable basketball goals are acceptable as long as they are no closer than ten (10) feet from the back of the curb on a cul-de-sac lot and fifteen (15) feet from the back of the curb on a typical lot. In no case can the basketball goal be placed in the street right of way. All basketball goals should be maintained in good condition. Permanent goals, whether freestanding or attached to a structure, are not permitted.

S. PLAY STRUCTURES

Provided that the express written consent of the DRB is secured prior to installation and placement on a lot, one (1) children's play structure, limited in maximum height to twelve (12) feet from the ground to the highest point, may be placed on a lot. Additionally, no play structure of any type is permitted unless it is placed at least ten (10) feet off the rear property line. Play structures on golf course lots may require proper screening from public view.

T. CHIMNEYS



Required

It is recommended that every residence incorporate a minimum of one fireplace. In order to use the chimney as a repetitive design element throughout the community, the chimney structure should be expressed on the exterior of each residence in one of the following manners:

Chimneys will be used to establish an ornamental or thematic direction. The height of the chimney should be in proportion to the roofline and adhere to building codes. Chimneys that barely peak above or squat on the roof are visually weak and, therefore, are prohibited.

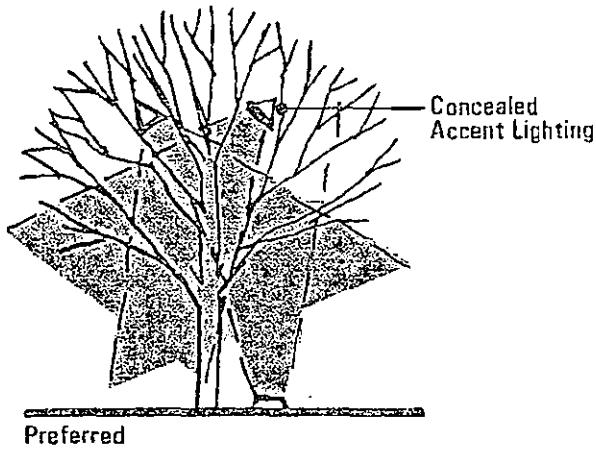
Approved material for chimneys are stucco, stone or brick with a metal chimney cap. Hardi siding is also acceptable material for the 4S' products only. Metal chimneys are prohibited. Siding encased chimneys are permitted ONLY if the house is constructed of the same siding.

Chimneys on the exterior walls of houses adjacent to major roadways such as ShadowGlen Parkway, ShadowGlen Trace, and Lexington Street, and on houses backing to the golf course shall be 100% masonry. Selected masonry must compliment and/or match the selected exterior masonry.

Chimneys must be constructed in compliance with the Building Code.

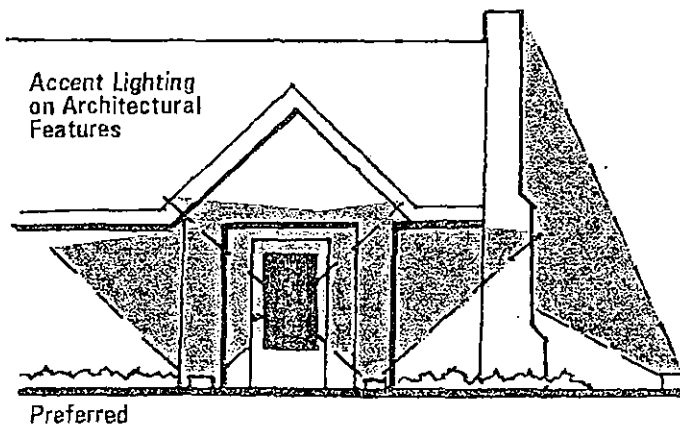
U. EXTERIOR LIGHTING

Exterior shall be installed in a manner that will not cause unnecessary light spill, glare, distraction, nuisance or be unsightly.



Exterior residential lighting can convey a warm, inviting atmosphere and aid in providing nighttime security without annoying others. Selection and placement of fixtures, and selection of light source types, should be done with care. Accent lighting is encouraged; illumination of trees, landscaping and architectural features such as columns, entries, and chimneys are encouraged.

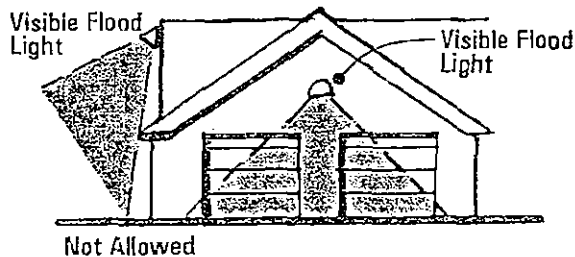
Low-level lighting that washes the ground and provides direction is encouraged. House numbers should be illuminated. Ground lighting or decorative light fixtures are permitted. Decorative fixtures shall be of high quality materials and workmanship and shall be in scale and style with the residence.



High-pressure sodium lights, except for subdivision streetlights, are prohibited.

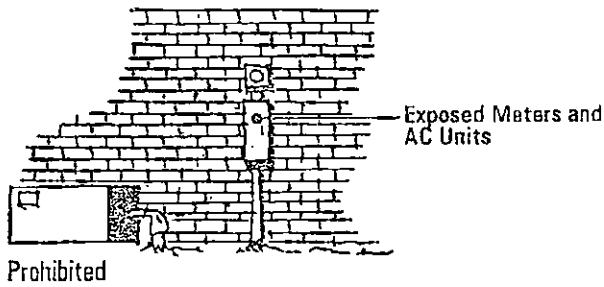
Mercury vapor security lights, when the fixture is visible from public view or from other lots, are prohibited. Mercury vapor lights, when used for special landscape lighting affect, (hung in trees as up and down lights) are permissible with DRB approval.

Colored lenses on low voltage lights, colored light bulbs, fluorescent and neon lighting are not permissible.



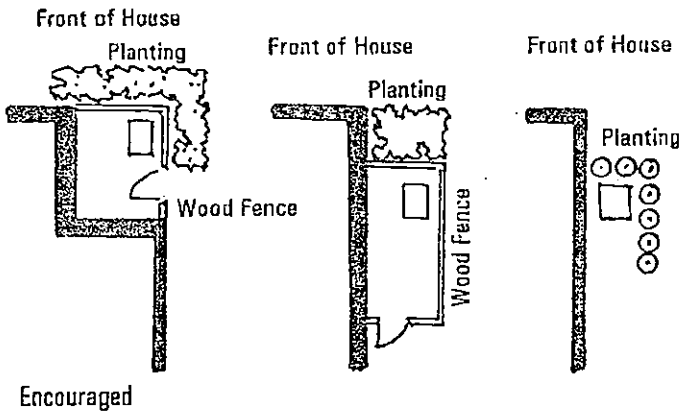
Incandescent, low voltage incandescent, metal halide, quartz and natural gas lights are permitted. All lighting should be placed in such a manner as to avoid illuminating neighboring buildings.

V. SCREENING



Where practical, all meters, air conditioning units, etc. are to be placed away from public view. Extreme care shall be taken in location of condensers to avoid noise infiltration of adjoining bedrooms and other "quiet" zones. All meters, air conditioning units, pool pumps and similar equipment are required to be placed in solid wood fenced rear or side yards, or to be screened from view.

Shrubs or vines shall be placed in front of screens.

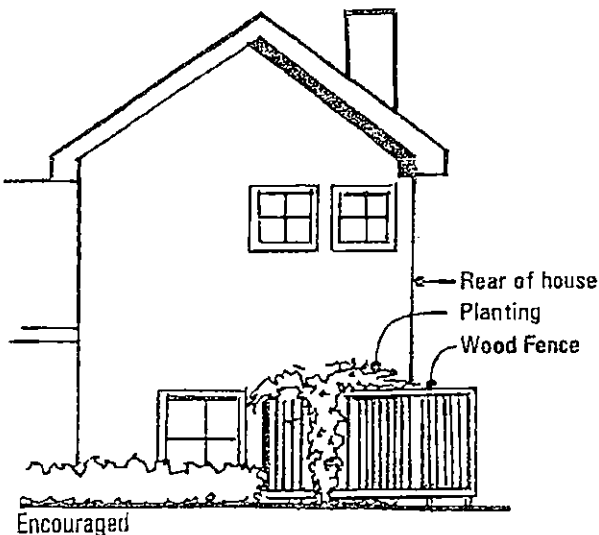


Hedges may be used for screens if plants are mature enough and spaced close enough to provide adequate screening at the time of planting. Staggered spacing of shrubs for hedges makes a good screen.

On corner lots, air conditioners, pool pumps, etc. are required to be placed in the rear yard or the side yard away from the street.

On interior lots where a house has a detached garage, every effort should be made to place the driveway and detached garage on the opposite side of the gas and electric service.

W. STRUCTURED WIRING



Structured Wiring is encouraged, with a minimum of the three (3) cable drops and three (3) telephone drops.

Fencing

A. FENCES - GENERAL

All fencing shall be in accordance with the Master Fence Plan (Exhibit 1). Fences shall be constructed of wood, metal or masonry as shown on the Master Fence Plan. Note: Some areas require a specific type of fence. To insure compatibility of fence design and placement throughout the community, the DRB shall approve all fences prior to installation. Except as set out in the Fencing Master Plan diagonal and horizontal fencing are prohibited. Chain link fence is prohibited.

1. FENCING SETBACKS

Front Setback.

A minimum fence setback of ten feet and a maximum of fifteen feet (10'- 15') from front face of the house is required.

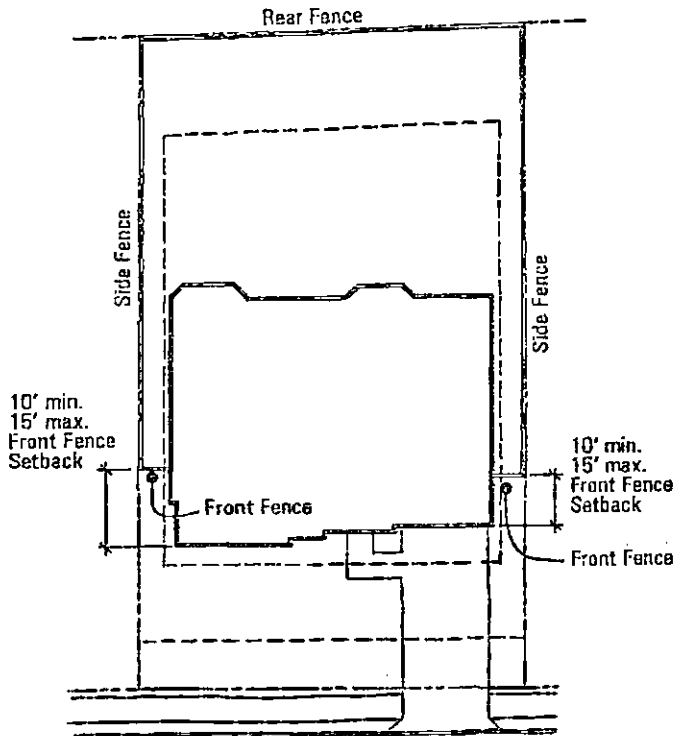
Side Setback.

- o Interior Lot – Side fences on interior lots are required to be built on the property line.
- o Corner Lot - A minimum side fence setback of twelve feet (12') from the public sidewalk is required on corner lots.

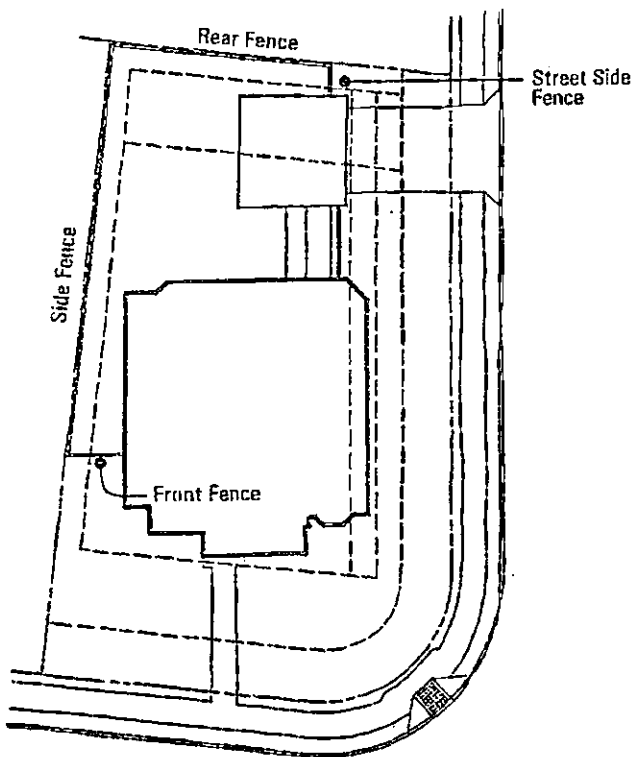
Rear Setback.

Rear fences are required to be built on the rear property line.

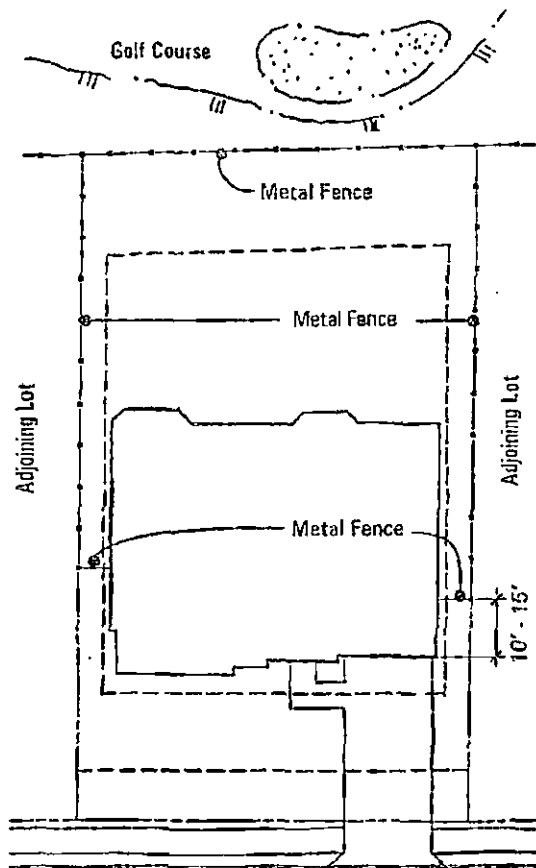
Front or side street fences that are more than thirty feet (30') long require a planting buffer.



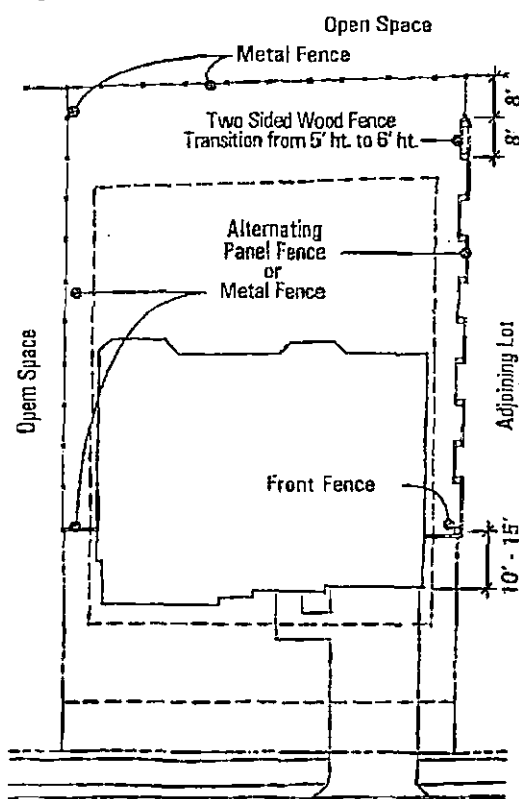
Interior Lot Fence Nomenclature



Corner Lot Fence Nomenclature



Fencing on Golf Course Lots



Fencing on Common Area Lots

2. FENCING ON GOLF COURSE LOTS

On lots adjacent to the golf course, metal fences are required along the side (or rear) abutting the golf course. If front or side fences are to be built, they are to be metal. (See Metal Fence Section 5.2) The fence shall be five feet (5') in height and be set three inches (3") above the natural grade/ground. Any lot sold as a golf course lot, according to the lot contract, must follow all golf course guidelines.

Three-foot (3') wide pedestrian gates may be placed in metal fences on the front property line for the sole purpose of yard and fence maintenance. Double gates are prohibited. Scrollwork or ornate latches are prohibited. Access to the golf course is prohibited. All landscape activities shall take place between the street and the rear lot line.

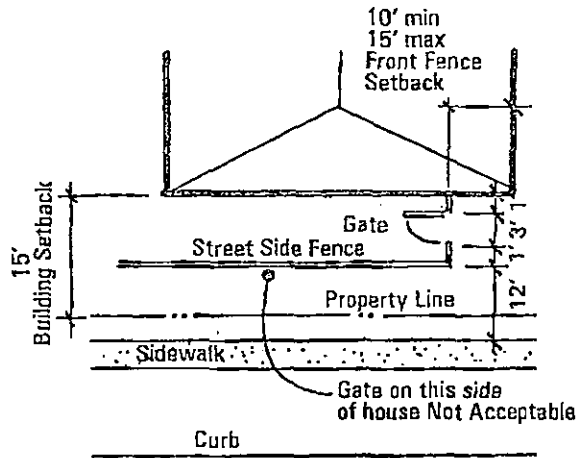
3. FENCING ON LOTS BACKING UP TO OPEN SPACE OR GREENBELT

Lots backing to open space or greenbelts (as identified on the Master Fence Plan) must meet the following criteria:

- Metal fences are required along the side of the lot facing the open space.
- Fences on the side adjoining a lot are required to be Alternating Panel Wood Fences.
- If wood fence is used as side fence, then the wood fence must have a transition metal fence panel at least eight feet (8') in length where it ties into the metal fence.
- The first section of wood fence shall transition from 5'-0" height to 6'-0" height.
- Wood fences visible to public view are required to be installed with the finished side out.

A three-foot (3') wide pedestrian gate may be placed along the rear property line, in accordance with the designated areas as specified in Appendix A-2. Double gates are prohibited. Scrollwork or ornate latches are prohibited. Gates through upgraded masonry or woodcrete product are prohibited. Gates on golf course lots are prohibited.

*Applies to Houses with a 15' Setback or greater from Street Side Property Line



Corner Lot with 15' Side Building Setback

4. FENCING ON CORNER LOTS WITH 15' SIDE YARD SETBACK

Wood fences visible to public view are required to be installed with the finished side out.

Utility meters, A/C units or other equipment are required to be screened from public view. Placing them behind the fence is encouraged.

Dog-ears on pickets are prohibited.

Wood fences on corner lots that obstruct view of the front of an adjacent house shall be angled back, as shown below, to minimize said obstruction.

B. WOOD FENCE

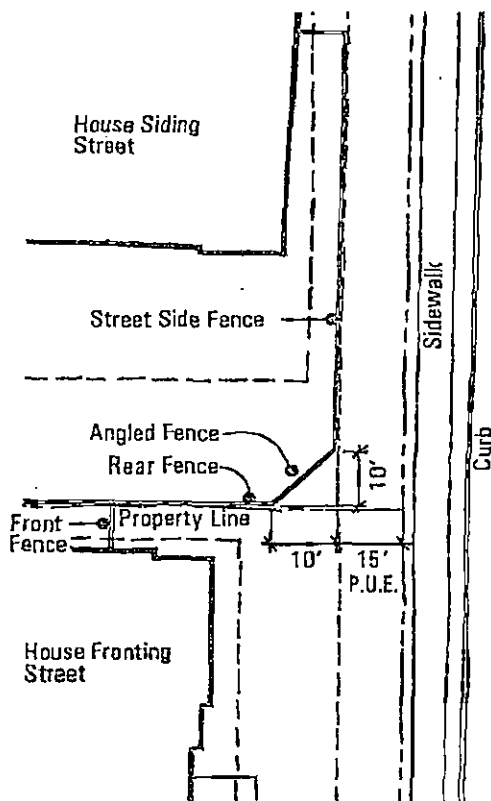
1. GENERAL

Wood fences are to be constructed with #2 cedar 1"x6" pickets, #2 treated southern yellow pine posts, and two railings. Pickets are to be attached with aluminum screw shank nails, on a string line guide. Wood fences in the 45' product are to be constructed with #2 cedar 1"x4" pickets, except for common areas and corners along thoroughfares adjacent to other sections or villages. Used materials are prohibited.

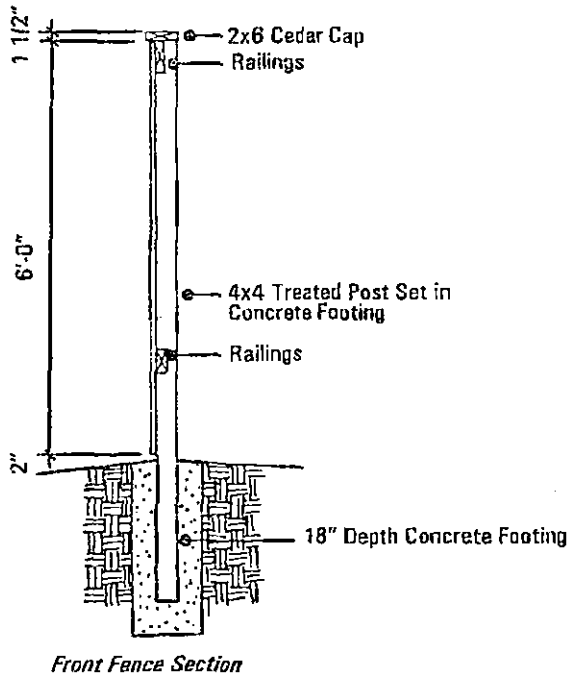
Wood fences are to be kept in good repair. Painting of fences is prohibited. Clear sealants and pre-selected stains are acceptable only with the prior written approval of the DRB. All samples and colors must be submitted through the DRB and approved before sealing or staining commences. Acceptable stains include any color from the Cedar Tone category that are manufactured by Behr, Thompson or Olympic.

The required approach to transition grade changes with wood fencing is to install the fence parallel to the slope.

A three-foot (3') wide pedestrian gate may be



Dog ears on pickets are prohibited.

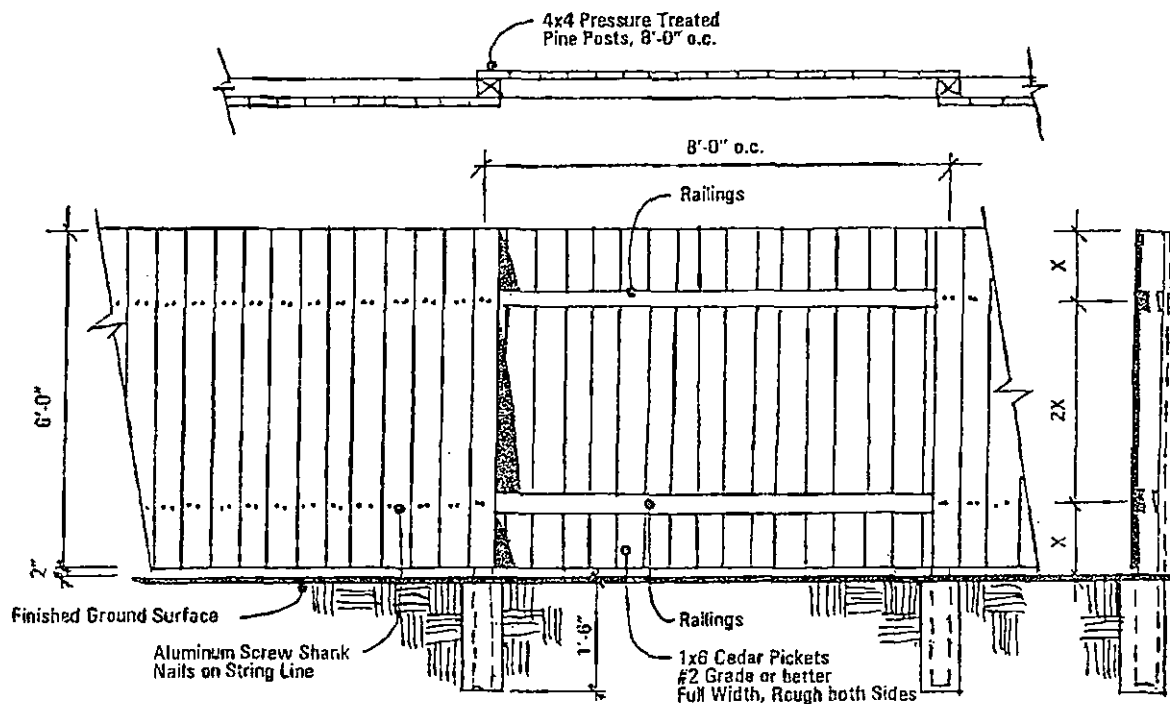


2. FRONT FENCE, REAR, ANGLED, STREET SIDE FENCE

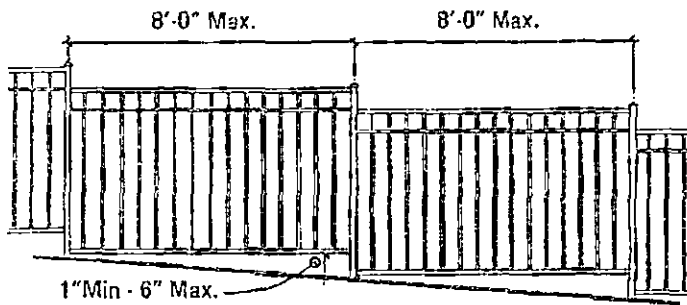
All wood fences visible to the public are required to have the finished side out. All fencing visible to the public are required to have a continuous 2x6-cedar cap as illustrated.

3. ALTERNATING PANEL FENCE

Wood fences on lot lines common with neighboring lot lines shall be installed according to the Alternating Panel Fence illustration. Alternating eight-foot (8') wide panels of solid pickets and exposed rails are intended to provide a uniform attractive fence to each abutting property.



C. METAL FENCE

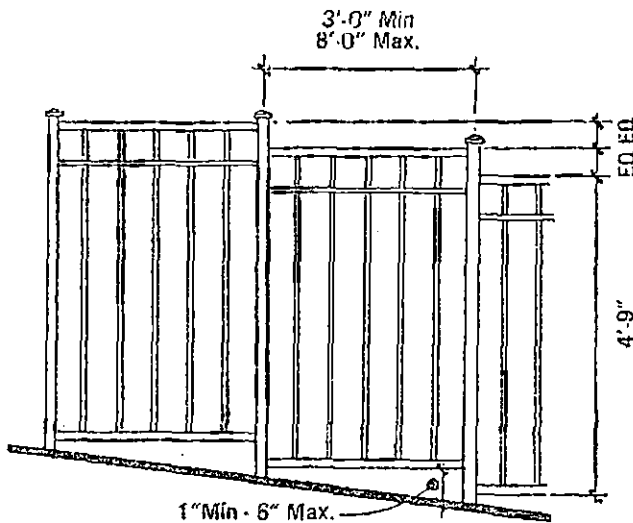


Metal Fence on Gently Sloped Lots

Metal fences are to be constructed and installed as the drawing "BUILDER FENCE TYPE C DETAILS" indicates. Refer to the attached detail for construction specifications. Metal shall be primed and painted semi-gloss black. Metal posts are required to be set in a concrete footing.

Metal fence shall be installed at a consistent height where possible. Bottom rail of metal fence shall be 3" above finish grade.

In situations of gradual or significant grade change, the metal fence should be stepped at equal intervals where the bottom rail is no less than 1" and no more than 6" (1"-6") above finish grade. 2" metal post shall be installed at 3'-0" min and 8'-0" max apart.



Metal Fence on Steeply Sloped Lots

Landscape Guidelines

A. RESIDENTIAL LANDSCAPING

The general intent of the Landscape Guidelines is to provide the minimum landscape requirements as a portion of the overall framework for site improvements. The object is to create an orderly integrated landscape utilizing the minimum standards setout in these Design Guidelines.

Plant Materials. The following plant material is considered to be appropriate for ShadowGlen. These plant materials have been chosen for their natural or adaptable qualities, their function in the landscape and their availability in commercial nurseries.

Planting Soil. All plantings should be planted with the appropriate topsoil, additives and fertilizer mixtures. The use of only on-site soil is prohibited.

Planting Beds. Planting beds are to be curvilinear with the shrubs massed in tiers. Smaller shrubs and ground cover are to be placed in the front of the bed. Larger shrubs shall be placed in the rear of the bed. Groupings of shrubs of the same species provide a substantial look.

Large trees and shrubs should be planted no closer to the foundation than two (2) times the diameter of the root ball of a mature plant.

Avoid planting shrubs along the foundation of the house in straight lines at a constant distance from the foundation.

Bed Placement. Radius beds should be placed 6 feet minimum from the house. Widths of the beds should vary. A single row of foundation planting is discouraged.

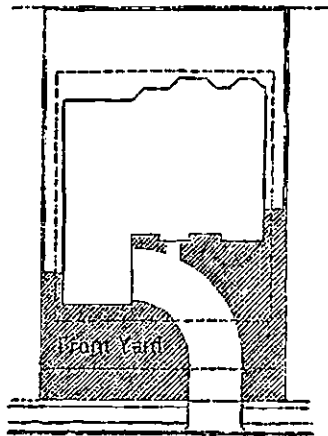
Mulching Beds. Bare ground is prohibited. All planting beds are required to be mulched with 2" deep shredded hardwood or cedar mulch.

Boulders. Specimen boulders are permitted with the approval of the DRB.

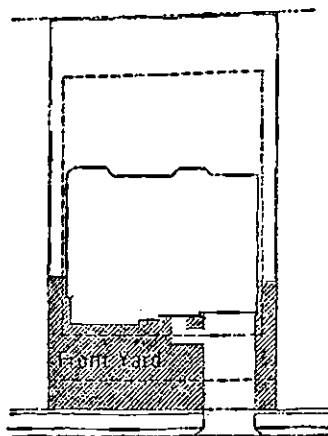
Grassing. Front yards of all houses shall be fully sodded. Rear yards of houses backing to the golf course shall be fully sodded. Rear yards of homes that do not back to the golf course shall be fully sodded or hydro-mulched and established within 60 days of home closing.

Trees. Front yard trees and corner lot side yard trees are to be 30-gallon minimum, container grown. It is encouraged to plant these trees in planting beds along with shrubs and ground covers, especially on corner lots, where islands will help create outdoor rooms.

B. MINIMUM LANDSCAPE REQUIREMENTS



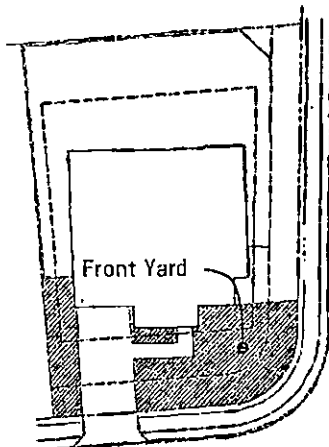
Interior Lots



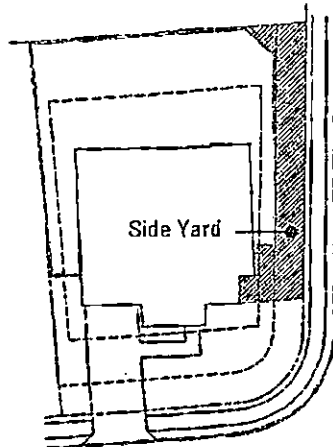
All yards shall be landscaped with a minimum combination of the following trees, shrubs, ground covers and grass:

Including street trees, a minimum number of trees shall be planted in the yard of each lot. Refer to the following tables for the minimum number of trees and shrubs required.

The front yard of an interior lot shall be defined as the area between side lot lines from the front of the building and fence to the front property line. Refer to graphic on this page.

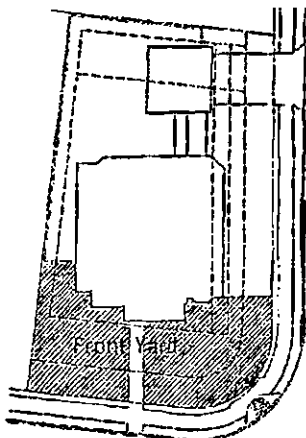


Corner Lots

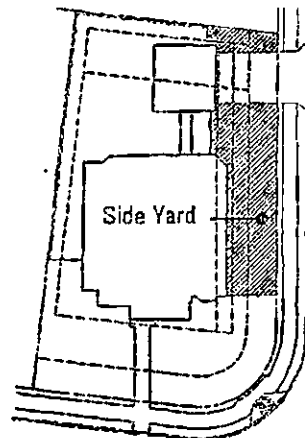


The front yard of a corner lot shall be defined as the area between side lot lines from the front of the building, front facing fence and a line projected parallel from the front most corner of the house, (excluding small projected porches and overhangs) to the side property line forward. Refer to graphic on this page.

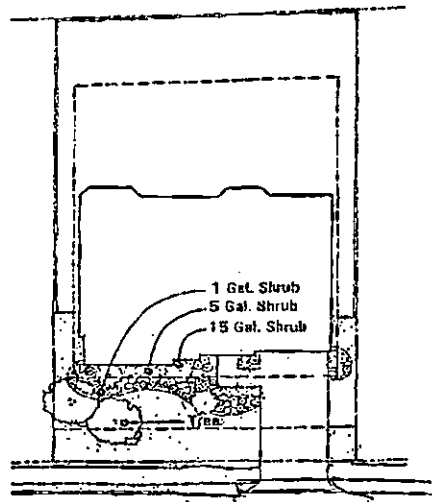
The side yard of a corner lot shall be defined as the area on the side of the building, front of garage, and side yard fence to the property line from the front yard setback to the rear property line. Refer to graphic on this page.



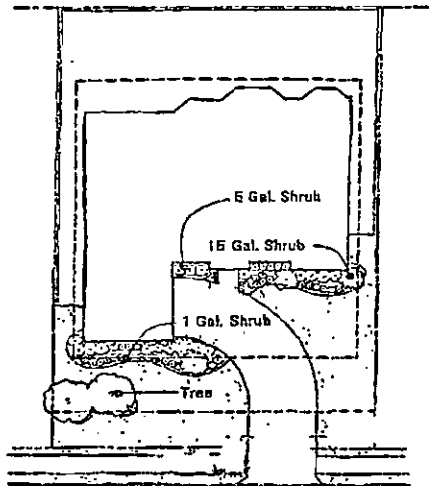
Corner Lots with Side Entry Garage



C. INTERIOR LOTS

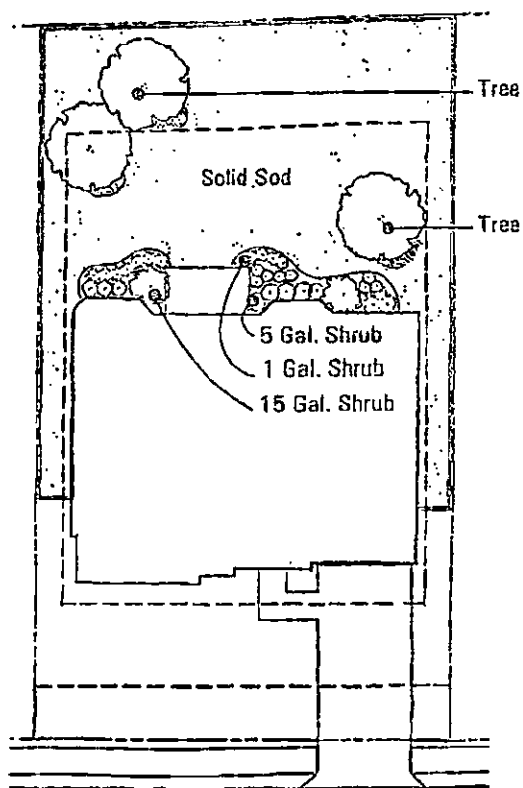


Front Yard Planting for Interior Lots



Front Yard Planting for Interior Lots

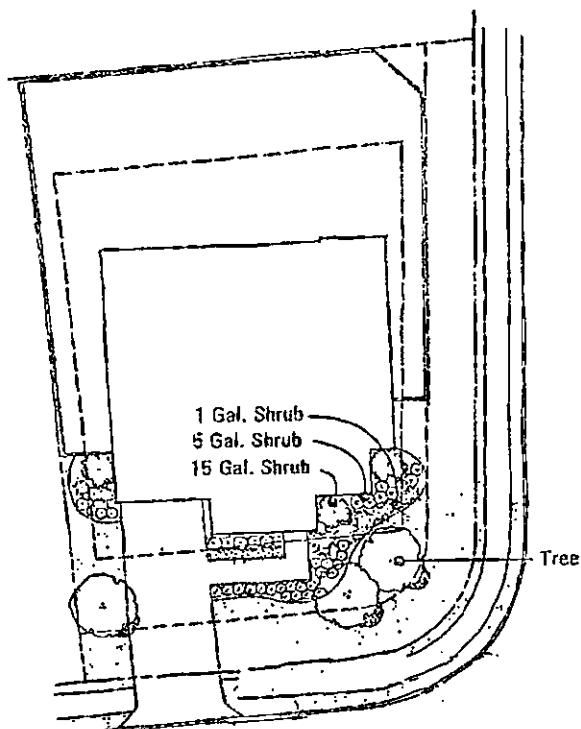
Interior Lots - Front Yard					
LOTS SIZE		Trees	Shrubs		
		30 Gal	15 Gal	5 Gal	1 Gal
65' +		2	3	15	30
55' - 64'		1	2	10	25
45'		1	1	8	15



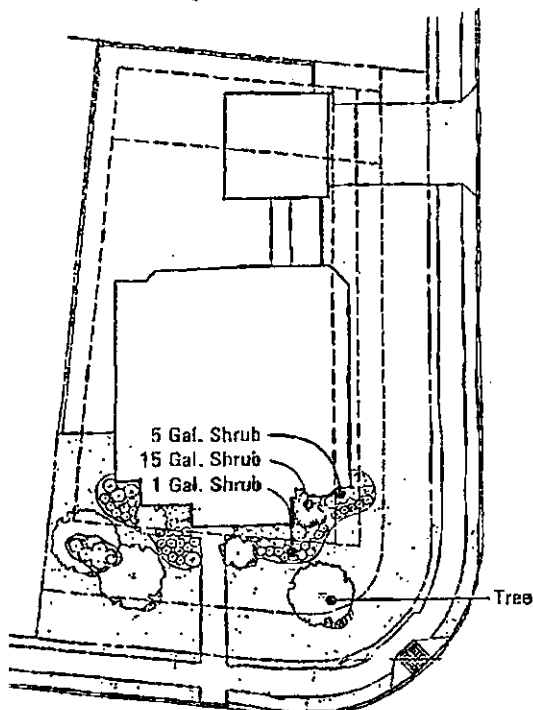
Rear Yard Planting for Interior Lots with Metal Fencing or Those with Public Views

Interior Lots - Rear Yard with metal fencing or those with public views					
LOTS SIZE		Trees	Shrubs		
		30 Gal	15 Gal	5 Gal	1 Gal
65' +		2	2	8	16
45' - 64'		1	1	5	10

* Not Applicable



Front Yard Planting for Corner Lots

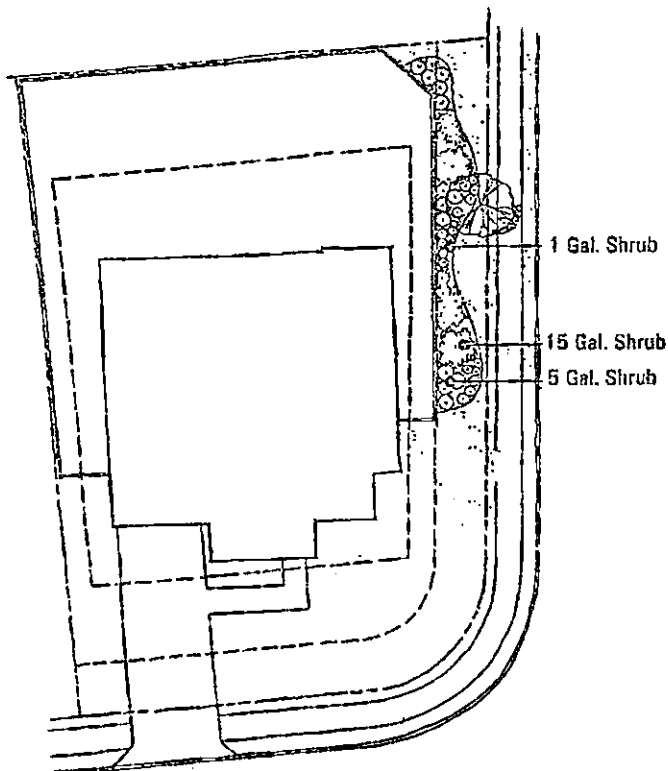


Front Yard Planting for Corner Lots

D. CORNER LOTS

At street intersections, a thirty-five foot (35') by thirty-five foot (35') sight distance triangle is required. Make sure planting does not violate this requirement.

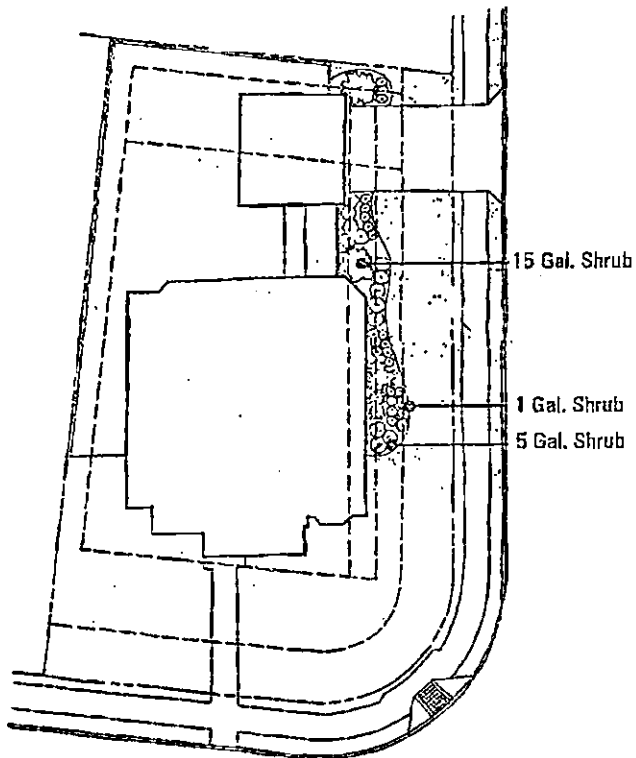
Corner Lots - Front Yard					
LOT SIZE		Trees	Shrubs		
			15 Gal	5 Gal	1 Gal
		30 Gal			
65' +		2	3	16	30
55' - 64'		1	2	10	25
45'		1	1	8	15



Side Yard Planting for Corner Lots

Corner Lots - Side Yard					
LOTS SIZE		Trees*	Shrubs		
			15 Gal	5 Gal	1 Gal
65' +			2	15	20
45' - 64'			1	10	15

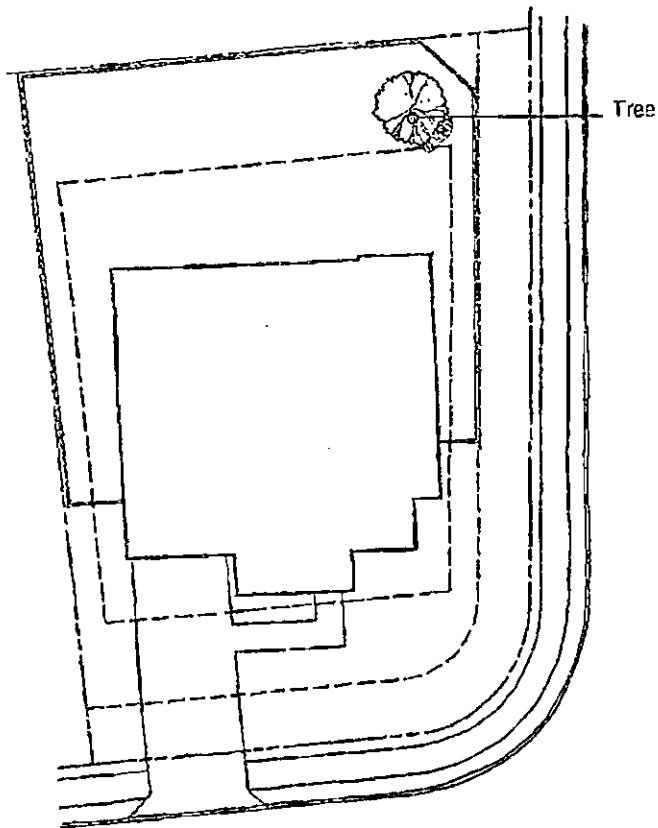
* Not Applicable



Side Yard Planting for Corner Lots with Side Entry Garage

Corner Lots - Side Yard with Side Entry Garage					
LOTS SIZE		Trees*	Shrubs		
			15 Gal	5 Gal	1 Gal
65' +			2	15	20
45' - 64'			1	10	15

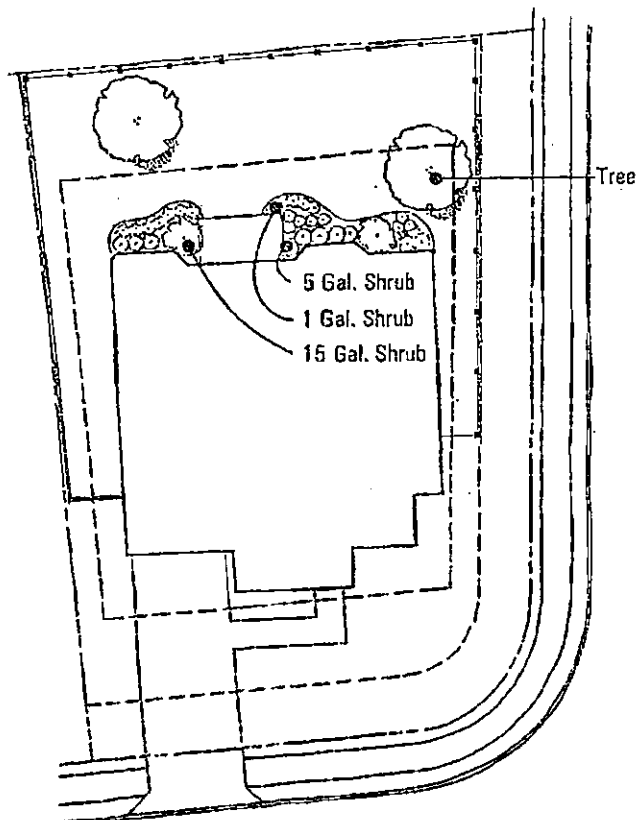
* Not Applicable



Rear Yard Planting for Corner Lots without Detached Garage

Corner Lots - Rear Yard without Detached Garage			
LOTS SIZE		Trees	Shrubs*
		30 Gal	
65' +		2	
45' - 64'		1	

* Not Applicable



Rear Yard Planting for Corner Lots with Metal Fences of those with Public Views

Corner Lots - Rear Yard with metal fencing or those with public views					
LOTS SIZE		Trees	Shrubs		
		30 Gal	15 Gal	5 Gal	1 Gal
65' +		2	10	15	30
45' - 64'		1	5	10	20

* Not Applicable

E. PREFERRED PLANT LIST

The plants listed below are the approved plant materials for ShadowGlen.

Every effort should be made to incorporate these plants into the landscape design for every lot. Other plant material may be used, but priority should be given to plants from this palette.

Palm trees are considered to be out of character with the desired landscape effect and will not be permitted if they can be seen from public view or other lots.

The use of golden euonymus, because of growth characteristics and susceptibility to disease, is discouraged. Arborvitae, Italian cypress, junipers (other than ground cover varieties) yucca, cactus and bamboo are not in character with the plant palette and are discouraged and may be cause for rejection of plans.

The use of evergreen trees in the front yard is encouraged.

Trees

- Bald Cypress
Taxodium distichum
- Bradford Pear
Pyrus calleryana 'Bradford'
- Cedar Elm
Ulmus crassifolia
- Live Oak
Quercus virginiana
- Magnolia
Magnolia spp.
- Monterrey Oak
Quercus polymorpha
- Pecan
Carya illinoensis

Ornamental Trees

- American Holly
Ilex opaca
- Crape Myrtle
Lagerstroemia indica
- Mexican Plum
Prunus mexicana
- Possum Haw Holly
Ilex decidua
- Texas Mountain Laurel
Sophora secundiflora
- Yaupon Holly
Ilex vomitoria

Shrubs

- Abelia
Abelia grandiflora
- Banks Rose
Rosa banksia
- Dwarf Crape Myrtle
Lagerstromia indica
- Dwarf Pittosporum
Pittosporum tobira 'Wheeleri'
- Dwarf Wax Myrtle
Myrica cerifera
- Dwarf Yaupon
Ilex vomitoria 'Nana'
- Dwarf Burford Holly
Ilex cornuta 'Burfordii Nana'

- Fountain Grass
Pennisetum spp.
- Green Cloud Sage
Leucophyllum frutescens 'Green Cloud'
- Indian Hawthorn "Clara"
Raphiolepis indica
- Italian Jasmine
Jasminum humile
- Maiden Grass
Miscanthus sinensis
- Muhly grass
Muhlenbergia lindheimeri
- Oleander
Nerium oleander
- Pampas Grass
Cortaderia selloana
- Pineapple Guava
Feijoa sellowiana
- Possum Haw
Ilex decidua
- Primorse Jasmine
Jasminum mesnyi
- Variegated Pittosporum
Pittosporum tobira 'Variegata'

Ground Covers

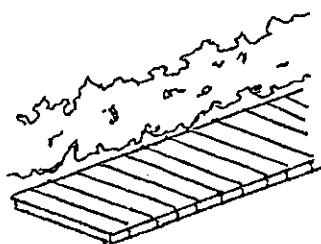
- Algerian Ivy
Hedera canariensis
- Asian Jasmine
Trachelospermum asiaticum
- Carolina Jessamine
Gelsemium sempervirens
- Chinese Wisteria
Wisteria sinensis
- Climbing Fig
Ficus pumila
- Creeping Rosemary
Rosmarinus sp.
- English Ivy
Hedera helix
- Honeysuckle
Lonicera japonica 'Atropurpurea'
- Japanese Star Jasmine
Trachelospermum japonicum
- Lily Turf
Liriope muscari
- Monkey Grass
Mondo japonica
- New Gold Lantana
Lantana camera - 'New Gold'
- Trumpet Vine
Campsis radicans

Grass

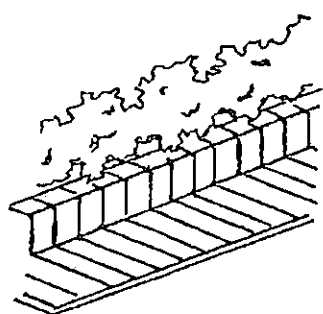
- St. Augustine - Solid Sod
- Common Bermuda - Solid Sod
- Bermuda - TIF 419
- Zoysia - El Toro

Lawns may be "over-seeded" with rye grass (maintained to 2 - 1/2" height). Yards concealed by wood fences may be sprigged or hydro-mulched. Gravel or rock used for ground cover, mulch or as a substitute for grass lawn, when visible from public view, is prohibited.

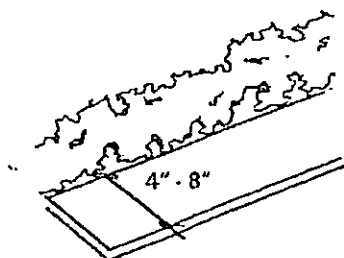
Preferred



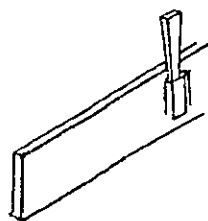
Brick Rowlock with
Mortar Joint



Brick Rowlock with
Soldier Course

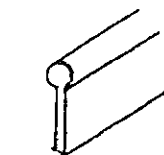


Concrete Band



Ryerson Steel Edging

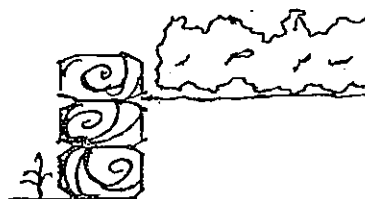
Not Allowed



Black Plastic



Railroad Ties



Landscape Timbers

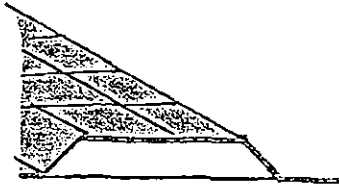
F. PLANTING BEDS - EDGES

Planting bed edging is not required, but is encouraged for maintenance purposes and to define the shape of planting beds. Edging that will be conducive to easy maintenance with string cutters or powered edgers should be considered.

Railroad ties, landscape timbers, scalloped concrete borders, etc. are prohibited. Edging shall not compete with the visual quality of planting beds, but enhance its appearance.

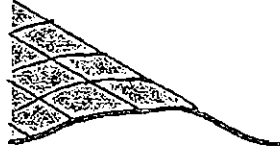
G. GRADING

Not Allowed



Abrupt Angles

Preferred

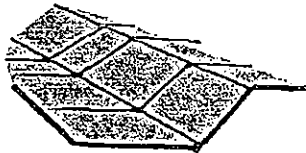


Smooth Transition

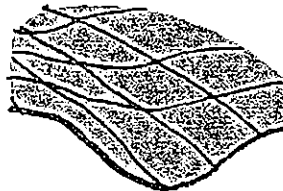
Berms are to be graded in gentle, undulating naturalistic forms, and not straight or steep slopes. Provisions are to be made for drainage around or through berms as required. Generally, a height of forty-eight inches (48") from top of adjacent curb is the maximum desired.

Swales (small ditches) are to be graded shallow, but wide to allow slow runoff. To maintain a natural look avoid abrupt angles and steep cuts or slopes.

Steep slopes of 2.5: 1 or more should be broken with retaining walls or steps. Terracing of lawns is encouraged, especially in front yards. All retaining walls shall be submitted to and approved by the DRB prior to construction.



Steep Slopes

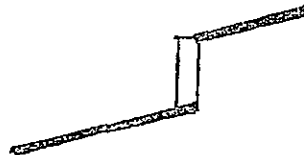


Undulating Cut

Retaining walls should be designed to use materials such as stone, brick, or interlocking wall systems. Railroad ties, exposed concrete, and landscape timbers are discouraged.



Slopes in Excess
of 2.5:1



Retaining Wall

H. RAIN GUTTER DRAINS

Positive drainage away from the house should be provided for rainfall, irrigation, air conditioner condensate and all other types of water runoff in an effort to maintain a constant moisture level in the soil around the foundation.

Down spouts on front of house are to be located to provide a clean, unobtrusive appearance. Down spouts should be terminated at least three feet (3') from the foundation of the house and in a manner that directs the water away from the foundation of the house and prevents ponding of water at or near the foundation of the house.

Roof drainage that will ultimately create erosion or run across pedestrian walks and paths are prohibited.

Gutters and downspouts shall be integrated with architectural design in color, shape and location. Gutters and downspouts shall be painted the same color as trim or brick depending on location.

(Left intentionally blank)

EXHIBIT "B"

TABLE OF CONTENTS

Section I.	Flags
Section II.	Solar Energy Devices
Section III.	Rain Barrels and Rainwater Harvesting Devices
Section IV.	Religious Displays
Section V.	Record Production
Section VI.	Record Retention
Section VII.	Payment Plans
Section VIII.	Voting
Section IX.	Transfer Fees
Section X.	Email Addresses

SECTION I. FLAGS

1. General. An Owner may display flags only on his or her Lot and only in compliance with this Section. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An Owner may have one flagpole, or one residence-mounted flag mount, but not both.
2. Prior Approval Required. All flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's Design Review Board (the "DRB"). An Owner desiring to display a permitted flag must submit plans to the DRB for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flagpole, flag mount(s), lighting and related installations. The Association's DRB shall have the sole discretion of determining whether such items and installations comply with this Section, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
3. Additional Requirements Related to Flags.
 - a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
 - b. No more than one flag at a time may be displayed on a flag mount. No more than two flags at time may be displayed on a flagpole.
 - c. Flags on flagpoles must be hoisted, flown, and lowered in a respectful manner.
 - d. Flags must never be flown upside down and must never touch the ground.
 - e. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
 - f. If both the U.S. and Texas flags are displayed on a flagpole, they must be of approximately equal size.
 - g. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
 - h. Only all-weather flags may be displayed during inclement weather.
 - i. Flags must be no larger than 3'x5' in size.
 - j. Flags may not contain commercial material, advertising, or any symbol or language that may be offensive to the ordinary person.
 - k. A pennant, banner, plaque, sign or other item that contains a rendition of a flag does not qualify as a flag under this Section.

4. Materials and Appearance of Flag Mounts and Flagpoles. A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the DRB) used in the construction of the mount or flagpole and harmonious with the dwelling.
5. Additional Requirements for Flagpoles. The following additional requirements shall apply to flagpoles installed on Lots:
 - a. No more than one flagpole may be installed on a Lot;
 - b. The flagpole must be free-standing and installed vertically;
 - c. The flagpole must be no greater than 20 feet in height measured from grade level;
 - d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and comply with all setback requirements;
 - e. Unless otherwise approved by the DRB, the location of the pole must be within 10 feet of one of the side-most building lines of the home, and within 10 feet of the front most building line of the home. The DRB may require the pole to be installed on a particular side or otherwise require a particular location; and
 - f. No trees may be removed for pole installation.
 - g. An Owner must ensure that external halyards (hoisting ropes) used in combination with a flagpole do not create an unreasonable amount of noise.
6. Lighting of Flag Displays. Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spot lights may not be oriented toward a displayed flag).
7. Maintenance. An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all time at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.

SECTION II. SOLAR ENERGY DEVICES

1. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary.
2. Prior Approval Required. An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein. Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the DRB. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.
3. Definition. In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
4. Prohibited Devices. Owners may not install solar energy devices that:

- a. threaten the public health or safety;
 - b. violate a law;
 - c. are located on property owned by the Association;
 - d. are located in an area owned in common by the members of the Association;
 - e. are located in an area on the property Owner's property other than:
 - i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
 - ii. in a fenced yard or patio owned and maintained by the Owner;
 - f. are installed in a manner that voids material warranties;
 - g. are installed without prior approval by the DRB; or
 - h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the DRB may require removal of any device in violation of this or any other requirement.*
5. Limitations on Roof-Mounted Devices. If the device is mounted on the roof of the home, it must:
- a. extend no higher than or beyond the roofline;
 - b. be located only on the back of the home – the side of the roof opposite the street. The DRB may grant a variance in accordance with state law if the alternate location is substantially more efficient¹;
 - c. conform to the slope of the roof, and have all top edges parallel to the roofline;
 - d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.
6. Limitations on Devices in a Fenced Yard or Patio. If the device is located in a fenced yard or patio, it may not be taller than the fence line.
7. Solar shingles. Any solar shingles must:
- a. Be designed primarily to:
 - i. be wind and hail resistant;
 - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
 - iii. provide solar generation capabilities; and
 - b. When installed:
 - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - ii. be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision;
 - iii. match the aesthetics of the property surrounding the Owner's property.

SECTION III. RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS

- 1. Pre Approval Required. Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this Section.
- 2. Prohibited Locations. Owners are prohibited from installing rain barrels or rainwater harvesting systems, or any part thereof, in the following locations:

¹ If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the DRB of all energy production calculations. All calculations must be performed by an industry professional.

- a. on property owned by the Association;
 - b. on property owned in common by the members of the Association; or
 - c. on property between the front of the Owner's home and an adjoining or adjacent street.
3. Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems. Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the DRB.

Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

4. Color and Other Appearance Restrictions. Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
 - a. are of a color other than a color consistent with the color scheme of the Owner's home;
 - b. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
 - c. are not constructed in accordance with plans approved by the Association.
5. Additional Restrictions if Installed in Side Yard or Improvements are Visible. If any part of the improvement is installed in a side yard, or will be visible from the street, another lot, or common area, the Association may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

SECTION IV. RELIGIOUS DISPLAYS

1. General. State statute allows owners to display certain religious items in the owner's entry, and further allows the association to impose certain limitations on such entry displays. The following rule outlines the limitations on religious displays in an owner's entry area. Notwithstanding any other language in the governing documents to the contrary, residents may display on the entry door or doorframe of the resident's dwelling one or more religious items, subject to the restrictions outlined in paragraph (2) below. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief.
2. Prohibited Items. No religious item(s) displayed in an entry area may:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. contain language, graphics, or any display that is patently offensive to a passerby;
 - d. be located anywhere other than the main entry door or main entry door frame of the dwelling;
 - e. extend past the outer edge of the door frame of the door; or
 - f. have a total size (individually or in combination) of greater than 25 square inches.
3. Remedies for Violation of this Section. Per state statute, if a religious item(s) is displayed in violation of this Section, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law.
4. Seasonal Religious Holiday Decorations. This rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious holiday decorations such as Christmas lighting or Christmas wreaths. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations and may impose time limits and other restrictions on the display of

such decorations. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section.

5. Other displays. Non-religious displays in the entry area to an owner's dwelling and all displays (religious or otherwise) outside of the entry area to an owner's dwelling are governed by other applicable governing document provisions.

SECTION V. RECORD PRODUCTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Request for Records. The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
 - a. sufficient detail to describe the books and records requested, and
 - b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
4. Timeline for record production.
 - a. If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
 - b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
 - c. Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
5. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
6. Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common items are:
 - a. Paper copies - 10¢ per page
 - b. CD - \$1 per disc
 - c. DVD - \$3 per disc
 - d. Labor charge for requests of more than 50 pages - \$15 per hour
 - e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
 - f. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it
7. Private Information Exempted from Production. Per state law, the Association has no obligation to provide information of the following types:

- a. Owner violation history
 - b. Owner personal financial information
 - c. Owner contact information other than the owner's address
 - d. Information relating to an Association employee, including personnel files
8. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

SECTION VI. RECORD RETENTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section relating to record retention is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section relating to record retention controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Record Retention. The Association will keep the following records for at least the following time periods:
 - a. Contracts with terms of at least one year; 4 years after expiration of contract
 - b. Account records of current Owners; 5 years
 - c. Minutes of Owner meetings and Board meetings; 7 years
 - d. Tax returns and audits; 7 years
 - e. Financial books and records (other than account records of current Owners); 7 years
 - f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently
4. Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

SECTION VII. PAYMENT PLANS

1. Effective date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section relating to payment plans is January 1, 2012.
2. Eligibility for Payment Plan.

Standard payment plans. An Owner is eligible for a Standard Payment Plan (*see* Rule (3) below) only if:

- a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;
- b. The Owner requests a payment plan no later than 30 days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064 (notifying the owner of the amount due, providing 30 days for payment, and describing the options for curing the delinquency). Owner is responsible for confirming that the Association has received the Owner's request for a payment plan within this 30-day period. It is recommended that requests be in writing; and
- c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

Other payment plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

3. Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:
 - a. Term. Standard Payment Plans are for a term of 6 months. (See also paragraph 6 for Board discretion involving term lengths.)
 - b. Payments. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF).
 - c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
 - d. Additional charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest at the maximum lawful rate, all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a payment plan.
 - e. Contact information. The Owner will provide relevant contact information and keep same updated.
 - f. Additional conditions. The Owner will comply with such additional conditions under the plan as the Board may establish.
 - g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.
4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe referenced in paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.
5. Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorneys fees for administering the plan), administrative

and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).

6. Board Discretion. The Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. The term length set forth in paragraph 3 shall be the default term length absent board action setting a different term length. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.
7. Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

SECTION VIII. VOTING

1. Form of Proxy or Ballot. The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.
2. Deadline for Return of Voting Paperwork. The Board may establish a deadline, which may be communicated on the proxy form, absentee ballot, or otherwise communicated to the membership, for return of electronic ballots, absentee ballots, proxies, or other votes.

SECTION IX. TRANSFER FEES

1. Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, transfer fees are due upon the sale of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent. It is the owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing owner and will be assessed to the owner's account accordingly. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

If a resale certificate is not requested and a transfer occurs, all fees associated with Association record updates related to the transfer will be the responsibility of the new owner and may be assessed to the unit's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the Association or its managing agent, and may be equivalent to the resale certificate fee or in any other amount.

2. All transfer fees shall be collectible in the same manner as assessments, including lien and other assessment collection rights, to the maximum extent allowed by law. Fees may include working capital or reserve funding fees, resale certificate fees, resale certificate update fees, rush fees, and other such fees.

SECTION X. EMAIL ADDRESSES

1. Email Addresses. An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email address to the Association or to update the address in a manner required by

these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service in order to receive Association emails.

2. Updating Email Addresses. An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. In the alternative, or in lieu of this in the Association's discretion, if available, an Owner must update his email address through the Association's website, list server, or other vehicle as directed by the Association. Any notice of email change provided to the Association's manager must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change or add the Owner's email in the records of the Association.

After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Fileserver:CLIENTS:Shadowglen:SGRulesAmendper2011Laws9-11rev.doc

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Dana DeBeauvoir, County Clerk
Travis County TEXAS

STATE OF TEXAS

COUNTY OF TRAVIS



AGM

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**AMENITY USE AGREEMENT AND GUIDELINES
SHADOWGLEN RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.**

The Declaration of Covenants, Conditions, and Restrictions for ShadowGlen Residential Properties was filed and recorded in Document #2003066593 of the Official Public Records of Travis County, Texas.

Article 9, Section 9.3, of the Declaration authorizes the Board of Directors to "make and enforce reasonable rules and regulations governing the use of the Properties..." The Board has adopted the Amenity Use Agreement (Exhibit A) and Guidelines (Rules — Exhibit B) and they are hereby filed of record. The previously adopted Bylaws (Exhibit C) are also hereby filed of record.

Executed this 17 day of May, 2006.

ShadowGlen Residential Property Owners
Association, Inc.

By: Niemann & Niemann LLP, its attorneys and
authorized agents

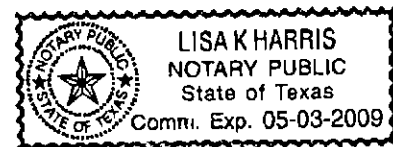
By: Connie N. Heyer
Connie N. Heyer

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 17 day of May, 2006, by Connie N. Heyer in the capacity stated above.

Lisa K Harris
Notary Public, State of Texas

Exhibit A: Amenity Use Agreement
Exhibit B: Rules
Exhibit C: Bylaws



After recording, please return to:
Niemann & Niemann, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

SHADOWGLEN RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

**EXHIBIT A:
AMENITY USE AGREEMENT**

CARD NUMBER: _____
CARD NUMBER (2): _____

SHADOWGLEN AMENITY USE AGREEMENT

I have received and read this ShadowGlen Amenity Use Agreement (the "Agreement") and the following ShadowGlen Amenity rules (the "Rules") attached hereto:

1. General Rules
2. Amenity Center Parking Rules
3. Pool Rules
4. Playscape Rules
5. Clubhouse Rules
6. Fitness Area Rules

I acknowledge that I understand the contents of these documents. I agree that this Agreement and the Rules shall be applicable to myself, all members/residents of my household, all tenants of my property, and any and all guests or invitees (hereinafter referred to collectively as "Member" or "Members", as the context requires). Member hereby agrees to the terms of this Agreement and the Rules.

Member understands that the use of the ShadowGlen Amenities is at the sole risk of the Member. Member understands that the use of all amenities is unsupervised and that accident, injury, or death may occur as a result of use. There is risk involved in swimming and using the water slide. Swim at your own risk. Member hereby agrees to defend and hold harmless ShadowGlen Residential Property Owners Association, Inc., and its managing agent, as well as ShadowGlen Residential Community, Ltd., a Texas limited partnership from and against any claim, demand, cause of action, or liability arising out of the Members' use of the ShadowGlen Amenities.

Member understands that the Rules will be updated and that it is Member's responsibility to request a copy of any changes or revisions. Member has been advised that Member may purchase additional access cards at the current prevailing cost charged by ShadowGlen's management company. Member understands and agrees that use privileges to any amenity may be denied on account of non-payment of assessments or violation of this Agreement or Rules.

Print Name: _____
(Head of household) (Email address)

(Spouse or Co-owner) (Email address)

ShadowGlen Address: _____

Phone: home _____ work _____ cell _____
(Spouse or Co-owner)- work _____ cell _____

Signature(s): _____ Date _____
_____ Date _____

List all minors in household (required for pool use or fitness area)

- | | |
|----------------------|----------------------|
| 1. _____ / / (D.O.B) | 5. _____ / / (D.O.B) |
| 2. _____ / / (D.O.B) | 6. _____ / / (D.O.B) |
| 3. _____ / / (D.O.B) | 7. _____ / / (D.O.B) |
| 4. _____ / / (D.O.B) | 8. _____ / / (D.O.B) |

GENERAL RULES

1. The ShadowGlen Amenity Center "Bulletin Board" will be used to post any new / amended rules and information. Be sure to check this each time you visit the center. All Rules are subject to change without notice.
2. If you would like to reserve the pool or any part of the clubhouse, please contact the Clubhouse Manager at: (512) 278-8810 or visit the website at Shadowglenhoa.com. A minimum of 10 day advance notice is required. All reservations are on a first-come, first served basis and subject to availability.
3. ShadowGlen Amenity Center access cards are available through the clubhouse management office. Two cards will be provided per household (at no charge), additional cards or replacement cards (those lost or damaged) will be \$15 each or at the prevailing rate charged by the association. **Minors can not be issued access cards.**
4. Duplication or lending of access cards to non-members for use of any ShadowGlen amenity is prohibited.
5. If in doubt about the status of a member using any ShadowGlen amenity area, please feel free to ask them to show you his/her card. While our invited guests are welcome, non-members are not allowed to use the clubhouse amenities or pool. Please report unauthorized users to the clubhouse office immediately.
6. Each member is responsible for the actions and or damages caused by their family members and or guests.
7. Parents of children caught destroying any ShadowGlen property will be responsible for repair and/or replacement of such damaged property.
8. Any trespassing, vandalism, or deliberate inappropriate behavior will be prosecuted to the fullest extent of the law. It is the Association's policy to prosecute anyone when there is evidence on which to base a criminal complaint.
9. No rollerblades or skateboards are allowed on the ShadowGlen Amenity Center property.
10. Proper attire is required in the Clubhouse at all times. No one wearing a "wet" bathing suit is allowed in the clubhouse and shirts and shoes shall be worn at all times while in the Clubhouse.
11. Lost and Found - Items found at the end of the day will be collected and if not claimed within 48-hours will be disposed of.
12. HOURS OF BUILDING OPERATIONS

Clubhouse-

10:00 am - 6:00 pm Tuesday - Friday
10:00 am - 4:00 pm Saturday
CLOSED SUNDAY & MONDAY

Clubhouse Office-

10:00 am - 6:00 pm Tuesday - Friday
10:00 am - 4:00 pm Saturday
CLOSED SUNDAY & MONDAY

Main Entry-

Unlocked during office hours

Rotunda Entry-

With access card during office hours

Fitness Area Entry-

5:00 am - 11:00 pm with access card
(Special access available upon request)

Swimming Pool-

Open with Lifeguards only

10:00 am to 8:00 pm, Tuesday – Saturday
11:00 am to 8:00 pm, Sunday
Slides open 2pm-7pm daily (Except Monday)
CLOSED MONDAY

Clubhouse-

Includes: Multi-Purpose Room,
Lounge & Kitchen

Open during normal office hours for unreserved homeowner use.
By reservation only: for any party, event or use after office hours or for large events or meetings of 15 people or more.

Times and days are subject to change or modification, without notice.

AMENITY CENTER PARKING RULES

ALL MEMBERS USE THE SHADOWGLEN AMENITY CENTER PARKING AT THEIR OWN RISK

1. Members shall drive slowly and carefully within the parking areas of the ShadowGlen Amenity Center.
2. Parking must be in designated areas and in such a manner as to not obstruct other cars, or the main entrance to the pool.
3. **Parking hours are from 5:00am to 1:00am, 7-days/week, unless otherwise noted.**
4. **There is no overnight parking allowed.**
5. RVs, trailers, boats, and other large oversized vehicles are not allowed.
6. Members shall not park in fire lanes.
7. Strict adherence to parking lot signage and vehicle speed is required.
8. Members shall park in handicapped spaces only if the vehicle carries appropriate handicapped authorization and if the driver or passenger is handicapped.

POOL RULES

SWIMMING WITHOUT LIFEGUARDS IS PROHIBITED

1. The ShadowGlen pool is for use by its members and their invited guests only.
2. All ShadowGlen members must register and sign an "Amenity Use Agreement" prior to use of the pool or other clubhouse facilities. ShadowGlen members must also list all eligible family members entitled to use ShadowGlen facilities.
3. These rules and regulations have been established in an effort to make pool use a safe and sanitary operation, however, no legal liability is assumed with respect to these rules preventing accident, injury, or death.
4. Water contamination is a big concern for all swimmers and management. If the pool has been contaminated, please inform the Pool Monitor or Clubhouse Manager immediately. The Pool will have to be closed for treatment and will remain closed until water tests indicate it is safe to re-open.
5. Members must be current in their dues to use the pool or clubhouse.
6. In order to enter the pool area, a photo ID is required for all adults and you must be registered & approved to use the facilities by signing the "Amenity Use Agreement" before admittance.
7. No legal liability is assumed with respect to use of the pool or other areas of the clubhouse by a member or guest.
8. There will be Lifeguards on duty at all times while the pool is open. **SWIMMING WITHOUT LIFEGUARDS ON DUTY IS PROHIBITED.** Report any unauthorized pool access to the Pool Monitor or Clubhouse Manager immediately.
9. All guests must be accompanied by a ShadowGlen member, at all times.
10. Invited guests are limited to: four (4) guests per adult ShadowGlen family member present (*policy subject to change*). A reasonable charge may be assessed, per guest, in the future.
11. Members are responsible for informing their guests of the rules.
12. **Children 12 years and younger must be accompanied and supervised by an adult (18 years or older) at all times.**
13. **POOL OPERATING HOURS:** 10:00 am to 8:00 pm, Tuesday - Saturday
11:00 am to 8:00 pm, Sunday
CLOSED MONDAY
14. Swimming season will be posted; however the "swim season" is typically from Memorial Day through Labor Day annually (*unless otherwise posted*).
15. While the pool is closed for the season it will only be treated for off-season care.
16. Anyone at the pool outside these times, without permission, will be considered a trespasser.
17. Climbing fences to enter the pool area is prohibited and violators are subject to criminal prosecution and permanent suspension from access to the pool and or other amenity areas.
18. Members (Parents) are responsible in determining the skill level of their children and guests before allowing them to swim at the pool without adult supervision.
19. The gate to the pool area must be closed and latched after entering or leaving the pool area at all times. **Texas State law § 757.004.** Members may not prop the gate open or enter without checking in with the Pool Monitor.
20. The pool may be closed when necessary for maintenance operations or inclement weather.

21. Waterslide Rules:

- a. May NOT use slide unless lifeguard is present.
 - b. Must be 42" tall.
 - c. Must be an accomplished swimmer.
 - d. Only one person at a time allowed on slide.
 - e. NO jumping, lunging or diving onto slide when entering slide.
 - f. Must slide feet first, on back.
 - g. NO shoes, belts, buckles, jewelry, loose clothing or glasses on slides.
 - h. Must not enter slide when another person is within 10 feet of the slide exit.
 - i. NO stopping while in slide.
 - j. NO pushing or horseplay of any kind allowed on slide, steps or platform.
 - k. Remain in a single file line up stairs, slide and platform.
 - l. Do NOT block stairs.
 - m. No running up steps or on-platform.
 - n. May NOT enter stairs or platform when "slide closed" sign is posted.
 - o. NO climbing on any part of the slide, except designated stairs, deck and slide surface.
22. No member shall knowingly enter the pool enclosure, or permit a child or guest to do so, while suffering from any contagious disease, such as athlete's foot, ringworm, colds, flu, etc. or while suffering from an open wound or sore.
23. Spitting, spouting of water, blowing of nose, etc., are strictly prohibited anywhere within six feet of the waters edge of the main or baby pool.
24. Showers should be taken before entering the pool.
25. All Infants and toddlers must have appropriate swimwear:
- a. Proper swimming diapers with plastic liners or "swimmies" are required for all non-toilet trained infants.
 - b. Disposable diapers are not allowed within the pool.
 - c. Usage of floating devices with supervision
26. The "Splash Zone" pool area is primarily for children age ten (10) and under, however parents are allowed.
- a. Older children can use the splash zone pool area, only if it does not interfere or inhibit use by the younger children.
 - b. Adults shall be responsible for, and shall not leave unattended, the children in their care in the splash zone pool area.
 - c. Each child must be accompanied at all times by an adult, who will be solely responsible for the child's safety.
27. The use of the life saving equipment is for emergencies only.
28. No glass, weapons or sharp items are allowed within this facility.
29. No wall receptacle (AC) powered equipment is allowed.

30. No loud music will be permitted in the pool area. Personal headsets used with radios, CD players & iPods are recommended & allowed. Consideration should be given not to disturb others in the pool and in the surrounding area. Lifeguards will determine what is and what is not disturbing.
31. No diving, running, horseplay, or games that would be considered dangerous is allowed inside the pool enclosure.
32. All beverages and food for consumption in the pool area must be in unbreakable containers.
33. No eating or drinking at the pools' edge or in the pool. All food & drink must be consumed in "designed areas" away from the water's edge.
34. No chewing gum is allowed in this facility.
35. No alcoholic beverages permitted on premises.
36. Persons under the influence of alcohol and/or taking prescription drugs are advised not to enter the swimming pool.
37. Please dispose of all litter! Keep the grounds clean and tidy when enjoying this facility.
38. No smoking inside the fenced pool enclosure. Smoking in designed areas only. Smokeless tobacco products are also prohibited on premises.
39. Bathing suits and appropriate swimwear are to be worn in the pool. No one shall enter the water of the swimming pool in any clothing or apparel other than swimwear. **NO CUTOFFS ALLOWED.**
40. No pets/animals are allowed within the pool enclosure.
41. No bicycles, skateboard, rollerblades or other wheeled vehicles are permitted inside the pool enclosure, except baby strollers.
42. The pool furniture is to remain within the pool facility and the arrangement of pool furniture is subject to the Lifeguards discretion.
43. No one may throw or place any stones, debris, refuse or discarded substances or articles of any kind in the pool or swim area or willfully pollute the waters of either the splash pool or main pool.
44. Air-inflated rafts or floating devices are restricted to a one-person capacity. Restrictions to floating devices of all kinds are subject to lifeguard discretion.
45. All pool toys/balls must be soft & with permission of lifeguards. No footballs, Frisbees, tennis balls or other hard surface balls or toys allowed. Typically most "Nerf" products will be allowed.
46. All parents are cautioned not to allow over fatigue. If fatigue or chill is observed, there will be a 10 minute rest period for children under 18 years of age.
47. All members must comply with the posted rules. The Association, its contracted personnel, or its Managing Agent has the right to evict anyone from the pool area not in compliance with these rules.
48. The Association or its Managing Agent may take action to impose fines or to suspend the use of the pool to any member violating these rules.

PLAYSCAPE RULES

ALL MEMBERS AND GUESTS USE THE PLAYSCAPE AT THEIR OWN RISK

1. The ShadowGlen playscapes are for use by its members and their guests only.
2. These rules and regulations have been established in an effort to make playscape use a safe operation, however, no legal liability is assumed with respect to these rules preventing accident, injury, or death.
3. Members must be current in their dues to use the playscape.
4. To use amenity center bathrooms, access cards may be required.
5. No legal liability is assumed with respect to playscape use by members or guests
6. There is **NO SUPERVISION PROVIDED** for use of playscape.
7. All members and guests use the playscape at their own risk.
8. Children must be directly supervised at all times by a responsible adult ("Supervising Adult") over the age of 18 years old within the playscape enclosure.
9. The Supervising Adult shall ensure that children use the playscape and the playscape features in the manner for which the playscape and the features are intended.
10. Abuse of the playscape and/or the playscape features will not be tolerated.
11. The Supervising Adult will not allow a child to bully, tease, or verbally abuse another child.
12. The Supervising Adult will be responsible for determining that the child being supervised is physically and mentally capable of safely using a playscape feature before allowing the child to use said feature.
13. Immediately report any malfunctioning, hazardous or broken playscape components or equipment to the clubhouse office.

CLUBHOUSE RULES

1. Non-member use of the clubhouse is not permitted.
2. No animals or pets shall be permitted in the clubhouse.
3. No one shall be allowed in the clubhouse in wet bathing suits.
4. No one shall be allowed in the clubhouse without shoes & shirt.
5. No children shall be left unattended in the clubhouse.
6. The member shall be responsible for all damage done by household members, tenants, or guests.
7. Use of the clubhouse- Multi-Purpose Room, Lounge or Kitchen, after normal office hours or by a group of more than 15 people:
 - a. Is by advance reservation only by the "Reserving Member".
 - b. Reservations must be made at least 10 days in advance to the event.
 - c. Requires the payment of a non-refundable "user fee" of \$50 per event.
 - d. Requires the payment of a refundable deposit of \$200.
 - e. Requires complete clean up after the event (If any area of the clubhouse is not completely cleaned, a professional janitorial company will be hired to perform cleaning and the member will be charged for such cleaning).
 - f. Requires removal of all trash at the immediate end of the event (next day clean up is not acceptable).
 - g. Trash should be double bagged to prevent liquids from seeping onto the floor of the clubhouse.
 - h. No event may extend past the established time, except with prior written approval by management.
 - i. No live bands shall be permitted, except with prior written approval by management.
 - j. No alcoholic beverages shall be served or consumed on premises.
 - k. No smoking shall be allowed except in designated "outdoor" smoking areas.
 - l. No fires, of any kind, are allowed in the fireplaces or on the premises. All fireplaces are designed for appearance only.
 - m. The "Reserving Member" shall be in attendance for the duration of the event, with no exceptions.
 - n. Management shall look only to the "Reserving Member" for the return of access card/key (if applicable) and the completion of all clean up required.
 - o. Clubhouse can be reserve only four (4) times per year per household.
 - p. Management reserves the right to require the "Reserving Member" to pay for the cost of a security officer at larger events.
8. CLUBHOUSE OFFICE HOURS:
 - 10:00 am - 6:00 pm Tuesday - Friday
 - 10:00 am - 4:00 pm Saturday
 - CLOSED SUNDAY & MONDAY

FITNESS AREA RULES

1. The Fitness area and equipment is available for use only by ShadowGlen homeowners and their families and guests.
2. Exercise & use of all equipment is "at your own risk".
3. No children under the age of 16 are allowed.
4. Please remember the Fitness Center facility is primarily for the use of Residents.
5. A guest may use the Fitness Center if the ADULT host member accompanies the guest and the guest is at least 16 years of age.
6. No more than two guests per member are allowed. The Association reserves the right to limit the number of guests, in the future.
7. The fitness area is located in the clubhouse on the North end of the building.
8. There is a separate outside entrance door at North end of the front of the clubhouse end and an emergency exit door from the fitness room leading outside.
9. Access to both a men's & women's restroom is in the clubhouse through the common hall just outside the fitness room.
10. Persons using the Fitness Area should dress appropriately in proper workout clothing such as T-shirts, shorts, warm-ups, etc.
11. No swim suits allowed.
12. A shirt must be worn at all times.
13. For safety, proper shoes and socks must be worn in the fitness area.
14. Utilize proper technique and safety when using the exercise equipment.
15. Please follow instructions and guidelines posted for all equipment.
16. If any equipment malfunctions or ceases to operate properly, discontinue use and report the problem to the Club Manager immediately.
17. A work out towel is required by all residents and guests, to dry off equipment after use.
18. Please limit cardio workouts to 30-45 minutes, if another homeowner is waiting.
19. Hours of operation are: 5:00 am - 11:00 pm, daily with your access control card.
(Special access available upon request)

SECURITY SYSTEM INSTRUCTIONS FOR PARTIES USING CLUBHOUSE ONLY

Your temporary alarm code is _____

If your party begins after office hours you will need to immediately dis-arm the control panel located on the corner of the office. To do this, simply enter your code above then press 1.

Your party does not include using the pool area. PLEASE do NOT open doors leading to the pool. They will set off an alarm and notify ADT Security and police. If for some reason these doors do get opened, call me immediately at the phone numbers listed below to avoid having police dispatched.

Do not arm the system until you are completely ready to leave the building. At that time you will enter your code + 2. The system will tell you it is armed and to leave the building. At this time you will have 45 seconds to exit (through rotunda exit). Please close door securely to set mag lock.

If you have any problems please call me **immediately**:

Sheila Walker
512-470-9071 cell
512-988-0050 cell
512-303-3033 home

*** Please note: If the reserving party or their guests cause an alarm event or leave doors improperly secured requiring investigation of the premises by the Clubhouse Manager (or other designated person), Executive Security or Travis County Sheriff's Department, there will be a \$75 charge deducted from your security deposit.**

SECURITY SYSTEM INSTRUCTIONS

FOR PARTIES USING CLUBHOUSE & POOL

Your temporary alarm code is _____

If your party begins after office hours you will need to immediately dis-arm the control panel located on the corner of the office. To do this, simply enter your code above then press 1.

If you will be using the pool area and would like to enter the pool through the kitchen door you will need to by-pass another alarm. To do this, enter your code + 6 + 12. The screen should show bypass, wait, then a chime will sound and show 12. It is now safe to exit through the kitchen door.

If everyone in your party goes out to the pool, please lock the kitchen door and enter the pool area through the pool gates so other swimmers do not enter the clubhouse through the kitchen. Don't forget your party access card. You will need it to re-enter the clubhouse.

Do not arm the system until you are completely ready to leave the building. At that time you will enter your code + 1, enter your code + 1 again, then your code + 2. The system will tell you it is armed and to leave the building. At this time you will have 45 seconds to exit (through rotunda exit). Please close door securely to set mag lock.

If you have any problems please call me **immediately**:

Sheila Walker
512-470-9071 cell
512-988-0050 cell
512-303-3033 home

*** Please note: If the reserving party or their guests cause an alarm event or leave doors improperly secured requiring investigation of the premises by the Clubhouse Manager (or other designated person), Executive Security or Travis County Sheriff's Department, there will be a \$75 charge deducted from your security deposit.**

SHADOWGLEN

Clubhouse Closing Procedures

- ☐ Clean all areas. Clubhouse should look as good as you found it. Please check carpet for spills and spots. Any additional cleaning costs required by the janitorial company will be deducted from your deposit. (Use Reservation Check List as a guide).
- ☐ Remove all trash to outdoor dumpster in parking lot.
- ☐ Replace furniture to original arrangement. (Use Party Book pictures as a guide)
- ☐ Turn off the TV and Sound System.
- ☐ Turn off all overhead lights in all areas (except Fitness Center). Leave lamps on, they are on timers.
- ☐ Close all exterior doors and make sure they are locked with deadbolt **EXCEPT** exterior fitness center door and rotunda door (they are on the Auto Gate card reader system).
- ☐ Make sure door from hall to Fitness area & bathrooms is **LOCKED** with deadbolt.
- ☐ Activate the alarm system per instruction sheet
- ☐ Exit the building using the rotunda entrance door and close securely to set mag lock.

*** Please note: If the reserving party or their guests cause an alarm event or leave doors improperly secured requiring investigation of the premises by the Clubhouse Manager (or other designated person), Executive Security or Travis County Sheriff's Department, there will be a \$75 charge deducted from your security deposit.**

The next business day return the access card/key. The Clubhouse Manager will inform you of the status of your deposit and will then notify Goodwin Management of the amount to be refunded. You should receive your refund within 14 business days.

For Police, Fire or medical emergency call 911 immediately.

ShadowGlen Contact Information in case of emergency:

1. Clubhouse Manager 512-470-9071 cell.
512-988-0050 cell 2.
512-303-3033 home
2. On-call security service, Executive Security 458-2258.
3. Goodwin Management: On-call representative 908-3644 (for after-hours only-digital pager)
During office hours: 502-7517

SHADOWGLEN

Reservation Agreement

I have reserved the following area(s) of the ShadowGlen amenity center (check all that apply):

CLUBHOUSE

Clubhouse reservation requires the payment of a non-refundable "user fee" of \$50 per event, if used after office hours or if more than 15 people will be in attendance. User fee includes use of Multi-Purpose Room, Kitchen, and Lounge. Fitness center is NOT included. Reservations are limited to a 4 hour time period. Available Sunday – Thursday 6 am – 10 pm, Friday – Saturday 6 am – 11 pm (except some holidays) If reserved during regular pool hours, the pool may also be utilized at no additional fee for parties of less than 30 people, pending approval of the Clubhouse Manager.

Clubhouse only _____ Clubhouse and Pool _____

A \$200.00 refundable damage deposit is required for all clubhouse reservations.

POOL

Option 1: Entire pool area including water slide, at a cost of \$100/hour (2-hour minimum required). Fee includes the cost of services for the required lifeguards. Available Sunday – Thursday 8 pm – 10 pm, Friday – Saturday 8 pm – 11 pm.

Option 2: Entire pool area, excluding water slide use, at a cost of \$60/hour (2-hour minimum required). Fee includes the cost of services for the required lifeguards. Availability same as option 1.

Option 3: Option #1 or #2 above plus the Clubhouse. Requires the pre-payment of services for a security officer at a current cost of \$25 per hour (4 hour minimum time required).

A \$200.00, refundable damage deposit is required for all pool reservations.

I, _____, legal owner (or representative of legal owner, by written agreement filed with ShadowGlen Residential Property Owners Association, Inc.) of property at _____, (street address) acknowledges the receipt of the ShadowGlen Reservation Agreement and agree to abide by the rules and regulations governing the area(s) of the ShadowGlen clubhouse, pool and amenities that I have reserved for the _____ day of _____, 20____ at _____ am/pm to: _____ am/pm. Total number of people attending the event: _____.

The undersigned further agrees that no alcoholic beverage of any sort will be served, either in the Clubhouse, pool, pavilion, or any other common area of ShadowGlen and that the undersigned agrees to be fully and wholly responsible and indemnify for any and all accidents or claims that may arise as a result of any accident or any other action at ShadowGlen during the time that the undersigned has the Clubhouse or other areas reserved, regardless of any negligence, in whole or in part, on the part of the Association. This shall be considered a full assumption of all liability for guests or anyone in attendance at the ShadowGlen Clubhouse, pool, or pavilion during the time that the undersigned has the facility reserved, and shall include a complete release of the ShadowGlen Homeowners' Association, its Board of Directors, Goodwin Management and the Clubhouse or Social Committee and Chairpersons.

If reserving Clubhouse: The undersigned acknowledges receipt of an access card to the ShadowGlen Clubhouse, has inspected the Clubhouse prior to acceptance, and shows the condition in the "Check-In Condition" column of the attached ShadowGlen Clubhouse Reservation Check List. It is understood that Clubhouse Manager, a Member of the Board of Directors of ShadowGlen Homeowners Association, or a person designated by the Board, will inspect the Clubhouse including furniture, windows, window coverings, equipment and the area surrounding the Clubhouse, after use by the undersigned and any items not in good condition, as provided in the accompanying check list in the "Check-In Condition" column will be repaired or replaced as necessary from the deposit left when the clubhouse was reserved. In the event that the damage exceeds the deposit, the undersigned agrees to pay such amount without dispute, and further agrees that should it not be immediately paid, the ShadowGlen Homeowners' Association may proceed with collection action which may include additional fees, attorney fees, or the filing of legal documents. In addition to the Reservation Check List, Security System Instructions and Clubhouse Closing Procedures will be given to the undersigned. If the undersigned or his/her guests cause an alarm event or leave doors improperly secured requiring investigation of the premises by the Clubhouse Manager (or other designated person), Executive Security, or the Travis County Sheriff's Department, a \$75 fee will be deducted from the deposit.

A reservation can not be processed until the full deposit and fee is received.

Acceptance:

Signature

Date

Print Name

Phone

RULES AND REGULATIONS WHEN RESERVING THE CLUBHOUSE OR POOL:

How to reserve the facilities:

ShadowGlen Homeowners' Association will allow homeowners of ShadowGlen, in good standing with the Association, to reserve the Association's facilities (Clubhouse or Pool) for private parties and other uses subject to the following regulations. Good standing means all fees are paid in full and there is no pending litigation.

Requests to reserve any ShadowGlen facilities must be made by contacting the Clubhouse office at (512) 278-8810. Reservations should be made at least ten (10) days in advance of the intended use. Reservations will be issued on a first-come, first-serve basis.

The entire pool is only available to be reserve when not open for general use. The office will have the calendar of available days and hours that can be reserved for private party use. Typically, availability for exclusive private use will be only during the summer months from 8 pm -10 pm Sunday – Thursday and 8 pm - 11 pm Friday & Saturday. Minimum reservation time period of two hours required. **This regulation does not apply to the Developer or its authorized agents and their functions.** When reserving the entire pool (only allowed when the pool is not open to the general membership) the ShadowGlen's pool lifeguard contractor (Family Swim Gym (512) 388-3840 must also be contacted at least ten (10) days before the reserved date to ensure availability of their services for the event. The full cost of all required lifeguards must be paid, in advance, by the reserving homeowner to the Clubhouse Manager when reserving the pool. Lifeguards are required to be hired at the owner's expense, regardless of intent to swim, for any private event at the pool. Only lifeguards that have been contracted by ShadowGlen can be used at the pool. Lifeguards must be physically present prior to opening the pool for any private pool.

A deposit is also due at the time any reservation is made. The check must be made payable to: **ShadowGlen HOA**. A reservation can not be processed until the full deposit is received.

The Clubhouse is intended for the Homeowners' use and their invited guests. **Homeowners can reserve the clubhouse only four (4) times per year, unless approved by the board of directors.** You can reserve the clubhouse or pool up to six months in advance.

The **Clubhouse** (Multi-Purpose Room, Lounge, Kitchen) may be reserved by calling the Clubhouse office at 512) 278-8810 at least ten days (10) prior to the event. Availability will be from 6 a.m. - 10 p.m. Sunday – Thursday and 6 am – 11 pm Friday & Saturday **This regulation does not apply to the Developer or its authorized agents and their functions.** The maximum number of people allowed in the Clubhouse is 150 (one hundred & fifty).

Hours Available for Reservations:

POOL		CLUBHOUSE
Summer Months		All year
8pm-10pm Sunday – Thursday		6am – 10pm Sunday – Thursday
8pm-11pm Friday - Saturday		6am –11pm Friday - Saturday <i>except on some holidays.</i>
<u>Sept. thru April</u>		
As determined by Board		

The reserving homeowner will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or reservation of any or all of the clubhouse or amenity areas by the homeowner or their guests and shall agree to hold harmless the ShadowGlen Homeowners' Association, its Board of Directors, its management company or other agents/representatives of ShadowGlen Homeowners' Association.

The reserving homeowner will be responsible for cleaning and vacuuming the Clubhouse area reserved, including all equipment and furniture prior to leaving, on the day of the event after any function at the Clubhouse. The reserving homeowner will be responsible for the cleaning and repair of any common area, including kitchen, bathrooms, breezeway, parking area, walks, and grounds around the Clubhouse, as a result of the reserving homeowners' event. The reserving homeowner will be liable for the repair or replacement of any damage done to the Clubhouse, furniture, equipment, windows, window coverings, or walls. The Clubhouse will be inspected by a management representative. In his or her absence, the Clubhouse may be inspected by a Board member or other designated representative.

When reserving the Clubhouse, the access card to the Clubhouse must be returned to the Clubhouse Manager the next business day, following the event. The next business day, there will be an inspection of the Clubhouse before any deposits are returned, or a homeowner is released from liability for clean up or repair of damaged facilities in the Clubhouse or pool.

A "Check List" will be used for this inspection. If anything including, but not limited to, pottery, pictures, pillows or other "movable" items are missing, the deposit will be forfeited. The homeowner will be responsible for the cost of all items missing or damaged. **No deposit will be refunded without a signed reservation Check List.** If the deposit does not cover damage amount, the homeowner will be held responsible for the full damage amount, replacement and labor.

In a dispute, the Board of Directors will be the final authority to determine if the forfeited deposit or amount assessed to a homeowner for damages is fair and reasonable.

Rules and regulations when reserving the facilities:

The reserving homeowner who reserves the facilities must be present at all times during the function being reserved.

All functions must not start prior to the agreed time; this includes set-up time. All events must end by the agreed time; this includes the tear-down time needed for the event. Homeowners reserving the Clubhouse facilities must abide by and follow all applicable state & county governing code or law.

No alcohol may be served, sold or consumed at any function in a ShadowGlen facility or common area.

Music or any noise must be kept at a level that it cannot be heard outside of the Clubhouse grounds. The reserving homeowner will be responsible to see that there are no loud noises from guests either coming to or leaving the function at the Clubhouse. The report of loud noise can be the basis for forfeiture of the homeowner's deposit and a ban from future reservations.

As applicable according to the area that is reserved, all items, including but not limited to: lights, television equipment, VCR, music system, and microwave, are to be turned off when the event is over.

No fires of any kind are allowed on the premises. Fireplaces and candles are for appearance only and are not to be used.

No animals or pets are allowed in the clubhouse.

Heat or air conditioning should be left on. In the winter, set the "heat" at 65, and in summer, set the "cool" at 78.

No wet bathing suits are allowed in the Clubhouse (any air conditioned space), to include the inside bathrooms, kitchen, multi-purpose room, lounge or Clubhouse office.

Nothing may be affixed in any manner to the walls or wallpaper. Items located in the Multi-Purpose Room or Lounge can be moved within the room to suit the need of the event but under no circumstances shall any items be removed from the area they came from to another area (i.e., Multi-Purpose Room chairs can not be placed in the pool area). All items must be put back in their original location prior to check out for a full deposit returned.

No firearms, other than those carried by a duly sworn officer of the law are permitted in the Clubhouse at any time. Management reserves the right to require the "Reserving Member" to pay for the cost of a security officer at larger events.

There is no smoking in the Clubhouse or pool area, except where designated. It is the responsibility of the reserving homeowner to provide receptacles for cigarette disposal. Failure to do so will result in partial forfeiture of deposit. If the Club Manager smells cigarette smoke when inspecting the condition of the clubhouse after an event, the deposit will be forfeited and additional cleaning charges to remove the smoke will be assessed.

If a homeowner violates any of the "rules" for use, at its sole discretion, the Board of Directors reserves the right to refuse to reserve the clubhouse, pool or any ShadowGlen facility to that homeowner again.

This is a legal document. Please read before you sign.

The conditions in the Inventory Checklist as well as the Reservation Rules and Regulations are agreed to by the undersigned for the reservation of the ShadowGlen Clubhouse on _____.

Name: _____

Property address: _____

Phone: _____

Signature: _____

(Legal owner of a ShadowGlen home or legal representative with authority to sign for the owner)

Date: _____



RESOLUTIONS OF THE BOARD OF DIRECTORS ADOPTING RULES FOR SHADOWGLLEN HOA

I, KEITH E. FARBER, President of SHADOWGLLEN HOA, a not for profit corporation duly organized and existing under the laws of the State of Texas, (the "Association") do hereby certify that the records and minutes of the proceedings of the Board of Directors of said Corporation, and that on the 12th day of July, 20 10 there was duly and legally held meeting of said Board of Directors at which a quorum of the Directors was present and acting throughout, and at said meeting the following resolutions were unanimously adopted:

All restrictions of the declaration and bylaws are by reference incorporated into the rules. In addition to the declaration and bylaws, the Board adopts the following rules:

- 1) "Nonassessment items first. All monies received from an owner may be applied first to nonassessment obligations of the Owner, such as fines, late charges, returned check charges, attorneys fees, user fees, damages, etc., regardless of notations on checks and transmittal letters."
- 2) Violation Process for Yard Maintenance:
1st Violation- Notification of Fining
2nd Violation with Fine - \$50.00
3rd Violation with Fine - \$100.00/Notice of force mow within 10 days
4th Violation - Force mow charged to homeowner
- 3) Standard Violation Process:
1st Violation- Notification of Fining
2nd Violation with Fine - \$25.00
3rd Violation with Fine - \$50.00
4th Violation with Fine - \$100.00
Continuous Violations thereafter - \$100.00
- 4) The Board reserves the right to alter the standard violation process (including the right to reduce or increase the fines) if, in its sole discretion, alternate action is warranted.

RECEIVED
AUG 30 2010

BY:

Approved this 12 day of July, 20 10.

By: [Signature]
Title: PRESIDENT

FURTHER RESOLVED, that these rules shall be effective upon execution.

IN WITNESS WHEREOF, I have hereunto set my hand as President of said Corporation, this 12 day of July, 20 10.

Secretary

RECEIVED
JUL 15 2010

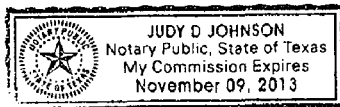
ACKNOWLEDGEMENT

BY:

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on July 12, 2010, by Keith E. Farber, in the capacity stated above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12 day of July, 20 10.



[Signature]
Notary Public

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Aug 18, 2010 02:45 PM 2010120022

FERGUSONLL: \$16.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

Please return recorded
doc. to

Alliance Association Mgmt.
115 Wild Basin Rd.
Suite 308
Austin, Tx 78746
Alliance Assoc. Mgmt.



STATE OF TEXAS

COUNTY OF TRAVIS

**REVISION TO GUIDELINES
SHADOWGLEN RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.
(Regarding satellite dishes and antennas)**

The Declaration of Covenants, Conditions, and Restrictions for ShadowGlen Residential Properties was filed and recorded in Document #2003066593 of the Official Public Records of Travis County, Texas.

Article 9, Section 9.3, of the Declaration authorizes the Board of Directors to "make and enforce reasonable rules and regulations governing the use of the Properties..." The Board has adopted the Amenity Use Agreement and Guidelines which, along with the Bylaws of the association, were filed of record in document number 2006144850 of the Official Public Records of Travis County, Texas.

The Board has amended the Guidelines to delete the previous Section K (regarding "Roofs") paragraph 4 (regarding "Roof Accessories"), subparagraph (f) (regarding satellite dishes). In its place, the following language has been adopted and substituted:

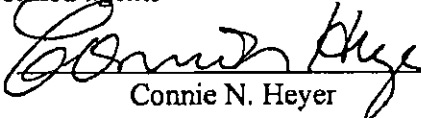
"f. Without prior written approval of the DRB, roof mounted radio/television antenna, satellite dishes, and radio towers are prohibited. If they are necessary, they are to be installed on the rear roof. Rear roof is defined as any area of the roof that faces the backyard and is behind the roof ridge line, so as not to be visible from the public street in any way."

The remaining provisions in the Guidelines are unchanged.

Executed this 28 day of June, 2007.

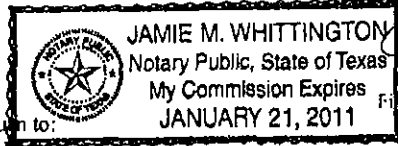
ShadowGlen Residential Property Owners
Association, Inc.

By: Niemann & Niemann LLP, its attorneys and
authorized agents

By: 
Connie N. Heyer

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 28th day of June, 2007, by Cornie Neyer in the capacity stated above.



Jamie M. Whittington
Notary Public, State of Texas

File Server: CLIENTS: Shadowglen: Amenity Use Agmt CvrPg Revd.doc

After recording, please return to:
Niemann & Niemann, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

FILED AND RECORDED

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Dana DeBeauvoir

2007 Jul 03 01:03 PM 2007122294

BENAVIDESV \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

STATE OF TEXAS §

COUNTY OF TRAVIS §

Signage Policy for
ShadowGlen Residential Property Owners Association, Inc.

WHEREAS that certain Declaration of Covenants, Conditions and Restrictions for ShadowGlen Residential Properties is filed as Document No. 2003066593 of the Official Public Records of Travis County, Texas, and that certain Supplement to Declaration of Covenants, Conditions and Restrictions for ShadowGlen Residential Properties is filed as Document No. 2003201024 of the Official Public Records of Travis County, Texas (together with all amendments, the "Declaration");

WHEREAS owners of the residential lots subject to the Declaration are automatically made members of the ShadowGlen Residential Property Owners Association, Inc. (the "Association");

WHEREAS Section 12.1 of the Declaration prohibits members from erecting signs on their lots without the prior written consent of the Association's board of directors (the "Board");

WHEREAS the Board has previously elected to adopt a policy to pre-approve the placement of certain signs on lots, with such signage Rules recorded in document no. 2008023297 of the Official Public Records of Travis County, Texas, and whereas the Board has amended the signage Rules, the attached Signage Rules replace and superseded the signage Rules filed of record in document no. 2008023297;

THEREFORE the Board has approved and adopted, and by these presents does approve and adopt, the attached Signage Policy - 2010, subject to the restrictions and conditions contained therein.

APPROVED and ADOPTED the 2nd day of MARCH, 2010.

The Board of Directors for
ShadowGlen Residential Property Owners Association, Inc.

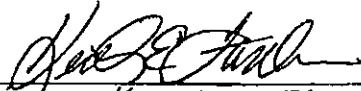

Name: KEITH E. FASERU
Title: PRESIDENT

Exhibit "A": Signage Policy - 2008

Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 2 day of March, 2010, by Keith E. Faseru in the capacity stated above.


Notary Public, State of Texas

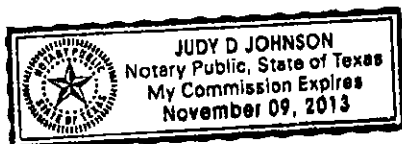


Exhibit "A"

SHADOWGLEN RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

SIGNAGE POLICY – 2010

Section 12.1 of the Declaration of Covenants, Conditions and Restrictions for ShadowGlen Residential Properties provides that lot owners may not place or erect any signs on their lots or common areas without the prior written consent of the Association's Board of Directors. The Board has adopted this signage policy to pre-approve the placement of certain "for sale" and "for lease" signs on lots. Unless and until this policy is repealed or amended, an owner may place a sign on their lot that complies with this policy without receiving any additional approval from the Board. The Board retains the right to repeal or amend this policy at any time without prior notice to or consent of any party. If an owner wants to place a sign on his or her lot that does not comply with this policy, they must submit a written request to the Board and receive approval prior to erecting the sign.

PRE-APPROVED SIGNS

"FOR SALE" and "FOR RENT" SIGNS BY INDIVIDUAL OWNERS: Owners are authorized to place one (1) standard sign on their lot to advertise that the residence is "For Sale" or "For Lease." The sign must also comply with the following conditions:

- (i) Sign must be ground-mounted in the front yard of the lot.
- (ii) Sign must be located on a Lot and set back (toward the interior of the Lot) at least 5' from the sidewalk.
- (iii) Sign face(s) must be no larger than 18" x 24" in size.
- (iv) Sign must be oriented so that it is parallel to the street in front of the residence.
- (v) Sign must be composed of standard materials, paint coloring and lettering. No lighting, balloons, or other "non-standard" materials may be attached to related to the sign.

"FOR SALE" and "FOR RENT" SIGNS BY BUILDERS:

Lot owners who are professional builders are pre-approved to place "For Sale" or "For Rent" signs on their lots subject to the same conditions outline above for individual owners, except that the sign may be located on the front of the lot at the right-of-way line.

Adopted the 2nd day of MARCH, 2010.

BOARD OF DIRECTORS FOR
SHADOWGLEN RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

After recording, please return to:
Niemann & Niemann, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Fileserver:CLIENTS:Shadowglen:SignPolicyRev2-10.doc



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OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 11 2010 09:14 AM

FEE: \$ 24.00 2010033520

SHADOWGLEN GUIDELINE REVISIONS

STORAGE STRUCTURES

Provided that the express written consent of the ARC is secured prior to installation, one (1) storage building, limited to a maximum height of seven (7) feet from the ground to its highest point, and also limited to a size at a maximum of 100 square feet of floor area, may be placed on a particular lot. However, all colors and materials on the structure must remain consistent with the exterior materials on the home. Metal structures are strictly prohibited. In no instances can the structure be placed in a utility easement. In addition, it shouldn't be any closer than (5) feet from the side property line; or any closer than (10) feet from the back property line. Finally, no storage structure of any type is permitted unless the specific lot involved is completely enclosed by fencing.

BASKETBALL GOALS

Basketball goals are acceptable as long as they are no closer than ten (10) feet from the back of the curb on a cul-de-sac lot and fifteen (15) feet from the back of the curb on a typical lot. In no case can the basketball goal be placed in the street right of way.



OTHER 2006113099
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SCANNED

STATE OF TEXAS

COUNTY OF TRAVIS

**RULES AND REGULATIONS
SHADOWGLEN RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.**

The Declaration of Covenants, Conditions and Restrictions for ShadowGlen Residential Property Owners Association, Inc. was filed and recorded in Document 2003066593 of the Official Public Records of Travis County, Texas.

The attached Rules and Regulations (Exhibit A) were adopted by the board and are hereby filed of record.

Executed this 15th day of June, 2006.

ShadowGlen Residential Property Owners Association, Inc.

By: Niemann & Niemann, LLP
Attorneys and authorized agents

By: _____

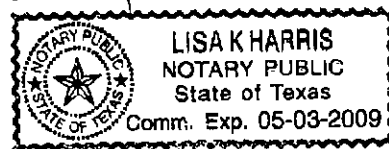
STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 15th day of June, 2006 by _____
in the capacity stated above.

Notary Public, State of Texas

Exhibit A: Rules and Regulations

After recording, please return to:
Niemann & Niemann, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701



STATE OF TEXAS
COUNTY OF TRAVIS

SCANNED

Rules and Regulations:
Shadowglen Residential Property Owners Association, Inc.

The Declaration of Covenants, Conditions and Restrictions for the Shadowglen Residential Property Owners Association, Inc. was recorded in Document No. 2003066593 of the Official Public Records of Travis County, Texas, (together with all subsequent amendments, the "Declaration") and gives the board of directors of Shadowglen Residential Property Owners Association, Inc. the power to adopt rules governing the property described in the Declaration. The Board has adopted the following rules:

Section 1. **Suspension of Privileges/Fines.** In the event of a violation of the Declaration, Bylaws, or any rules and regulations of the Association, the Board of Directors, acting on behalf of the Association, in addition to any other remedies provided by the Declaration, Bylaws, or rules and regulations and remedies available pursuant to State statute or other law, may

- (1) suspend or condition the right of an Owner and any tenants, occupants, or guests to use of facilities (including all or part of any common areas) owned, operated, or managed by the Association;
- (2) suspend an Owner's voting privileges in the Association as a Owner, as further provided in the Declaration and Bylaws;
- (3) record a notice of non-compliance encumbering the Lot;
- (4) levy a damage assessment against a Lot for damages caused by Owners' actions in violation of the Declaration, Bylaws, or Rules;
- (5) levy late fees, collection costs and/or deed restriction enforcement costs (including attorneys fees) against a Lot , and
- (6) assess a fine against the Lot Owner and Lot for the violation of Owner, his tenants, occupants, or guests.

The Association must comply with any notice requirements of state law. Owners are responsible for all violations of their occupants, tenants, guests, agents and invitees.

Any amounts charged to an Owner under these procedures may be collected in the same manner as regular assessments under the Declaration, including lien and foreclosure rights to the extent permitted by law.

It is the owners' responsibility to notify the association, in writing, when a violation has been cured so as to stop any fines from being assessed. Fines may continue to be assessed until the association receives this notice from the owner.

Section 2. **Attorneys Fees.** The Association may assess reasonable attorneys fees to an Owner's account for nonpayment of amounts due or other violations of the Declaration, Bylaws, or rules.

Section 3. **Non Waiver.** The failure of the Association to enforce any provisions of the Declaration, Bylaws, rules, or procedures shall not constitute a waiver of the right to enforce the same thereafter. All remedies in the Declaration, Bylaws, and rules are cumulative and not exclusive.

Section 4. **Payments.** The Association in its discretion and without notice to the Owner may apply amounts received from Owners to non-assessment items or other amounts due and owing the association regardless of Owners' notations on checks or otherwise. The Association may at any time without notice require payments to be made in cash or certified funds.

SCANNED

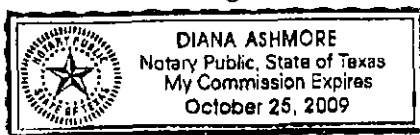
Shadowglen Residential Property Owners
Association, Inc.

By: *Danny*

Title: Board Member

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on June 6, 2006 by
Danny Burnett



Diana Ashmore
Notary Public for the State of Texas
Printed name of notary Diana Ashmore
My commission expires October 25, 2009

After recording, please return to:
Niemann & Niemann, L.L.P.
1122 Colorado St., Suite 313
Austin, Texas 78701

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Dana DeBeauvoir

2006 Jun 15 11:20 AM 2006113099

CLARKMM \$24.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS