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SILVER LEAF

DEVELOPMENT AREA DECLARATION [PHASE I]

Declarant: LEN-BUF LAND ACQUISITIONS OF TEXAS, L.P., a Texas limited partnership

Cross reference to Silver Leaf Master Covenant, recorded as Document No. 2006020705 in the Official Public Records of Williamson County, Texas, and that certain Notice of Applicability of Silver Leaf Master Covenant [Phase 1], recorded as Document No. 2007052579 in the Official Public Records of Williamson County, Texas. The terms and provisions of the aforementioned documents also apply to the Development Area encumbered by this Development Area Declaration.

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**DEVELOPMENT AREA DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
SILVER LEAF [PHASE I]**

This Development Area Declaration Silver Leaf [Phase I] (the "Declaration") is made by LEN-BUF LAND ACQUISITIONS OF TEXAS, L.P., a Texas limited partnership (the "Declarant"), and is as follows:

RECITALS

A. This Development Area Declaration is filed with respect to all Lots in Silver Leaf Phase I, a subdivision located in Williamson County, Texas according to the map or plat (the "Plat") recorded in Cabinet CC Slides 24 through 26, Official Records of Williamson County, Texas, SAVE AND EXCEPT Lot 25 (Landscape Lot) and Lot 45 (Landscape Lot) (the "Development Area").

B. Pursuant to that one certain Notice of Applicability of Silver Leaf Mater Covenant [Phase 1], recorded in the Official Public Records of Williamson County, Texas, the Development Area is subject to the terms and provisions of that certain Silver Leaf Master Covenant, recorded as Document No. 2006020705 in the Official Public Records of Williamson County, Texas (the "Covenant").

A Development Area is a portion of the Silver Leaf development which has actually been made subject to the terms and provisions of the Covenant and a Development Area Declaration. A Development Area may correspond to one or all of the lots reflected on a recorded plat. A Development Area Declaration includes specific restrictions which apply to the Development Area. In order to determine what restrictions apply to your lot, you must consult the terms and provisions of the Covenant, the terms and provisions of any notice of applicability covering your lot, and the Development Area Declaration which includes the Development Area where your lot is located.

C. Declarant intends for this Declaration to serve as one of the Development Area Declarations permitted under the Covenant and desires that the Development Area described and identified in Recital A hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Covenant.

D. Declarant desires to create upon the Development Area a residential community and carry out a uniform plan for the improvement and development of the Development Area for the benefit of the present and all future owners thereof.

E. Declarant desires to provide a mechanism for the preservation of the community and for the maintenance of common areas and, to that end, desires to subject the Development Area to the covenants, conditions, and restrictions set forth in this Declaration for the benefit of

the Development Area, and each owner thereof, which will be in addition to the covenants, conditions, and restrictions set forth in the Covenant.

NOW, THEREFORE, it is hereby declared: (i) that all of the Development Area will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Development Area and will be binding upon all parties having right, title, or interest in or to the Development Area or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Development Area, or any portion thereof, will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

ARTICLE 1 DEFINITIONS

1.01 **Defined Terms.** Unless the context specifies or requires otherwise, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

"Assessment" or **"Assessments"** means all assessment(s) imposed by the Association under the Covenant.

"Association" means the Silver Leaf Master Community, Inc., a Texas non-profit corporation.

"Association Restrictions" means the Covenant, this Declaration, any rules adopted by the Silver Leaf Reviewer pursuant to *Section 6.05(b)* of the Covenant, any rules or regulations adopted by the Board pursuant to *Section 3.04(a)* of the Covenant, and the Certificate and Bylaws of the Association.

"Board" means the Board of Directors of the Association.

"Bylaws" means the bylaws of the Association, as amended from time to time.

"Certificate" means the Certificate of Formation of the Association, as the same may be amended from time to time.

"Covenant" means that certain Silver Leaf Master Covenant, recorded as Document No. 2006020705 in the Official Public Records of Williamson County, Texas, as amended.

"Declarant" means LEN-BUF LAND ACQUISITIONS OF TEXAS, L.P., a Texas limited partnership, its successors or assigns; provided that any assignment(s) of the

rights of LEN-BUF LAND ACQUISITIONS OF TEXAS, L.P., as Declarant, must be expressly set forth in writing and recorded in the Official Public Records of Williamson County, Texas.

The "Declarant" is the party who causes the Development Area to be developed for actual residential use. The Declarant enjoys special privileges to help protect its investment in the Development Area. These special rights are described in this Declaration. Many of these rights do not terminate until Declarant either: (i) has sold all Lots which are included in the Development Area; or (ii) voluntarily terminates these rights by a written instrument recorded in the Official Public Records of Williamson County, Texas.

"Design Guidelines" means the standards for design, construction, landscaping, and exterior items placed on any Lot adopted pursuant to *Section 6.05(b)* of the Covenant, as amended.

"Improvements" means every structure and all appurtenances of every type, whether temporary or permanent, including but not limited to buildings, outbuildings, sheds, patios, tennis courts, swimming pools, sport courts, garages, driveways, storage buildings, sidewalks, gazebos, signs, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, landscape improvements, poles, mailboxes, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular, satellite or cable television, other utilities, or otherwise.

"Lot" or "Lots" means one or more of the subdivided lots within the Development Area other than Common Area, Special Common Area, and Development Common Area.

"Mortgage" or "Mortgages" means any mortgage(s) or deed(s) of trust securing indebtedness and covering any portion of the Development Area given to secure the payment of a debt.

"Mortgagee" or "Mortgagees" means the holder or holders of any Mortgage(s).

"Owner" or "Owners" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but does not include the Mortgagee under a Mortgage prior to acquisition of its fee simple interest in such Lot pursuant to foreclosure of the lien of such Mortgage.

1.02 General Definitions. Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Declaration are used and defined as they are used and defined in the Covenant.

ARTICLE 2 GENERAL RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 Subdividing. No Lot may be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Silver Leaf Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Silver Leaf Reviewer.

2.02 Hazardous Activities. No activities may be conducted on the Development Area and no Improvements constructed on the Development Area, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon the Development Area, no open fires may be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.03 Insurance Rates. Nothing may be done or kept on the Development Area which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area, Development Common Area, or the improvements located thereon, without the prior written approval of the Board.

2.04 Mining and Drilling. No portion of the Development Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

2.05 Noise. No noise or other nuisance will be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Association may (but will not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm).

2.06 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be

a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Development Area. No Owner may keep on such Owner's Lot more than four (4) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large.

2.07 Rubbish and Debris. No rubbish or debris of any kind may be placed or permitted to accumulate upon the Development Area, and no odors will be permitted to arise therefrom so as to render the Development Area any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will be required to contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.08 Maintenance. The Owners of each Lot will be jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Silver Leaf Reviewer, in its sole discretion, will determine whether a violation of the maintenance obligations set forth in this *Section 2.08* has occurred. Such maintenance includes, but is not limited to the following, which must be performed in a timely manner, as determined by the Silver Leaf Reviewer, in its sole discretion:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Lawn mowing.
- (iii) Tree and shrub pruning.
- (iv) Watering.
- (v) Keeping exterior lighting and mechanical facilities in working order.
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (vii) Keeping sidewalks and driveways in good repair.
- (viii) Complying with all government, health and police requirements.
- (ix) Repainting of Improvements.
- (x) Repair of exterior damage, and wear and tear to Improvements.

2.09 Antennae. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any solar energy system, may be erected, maintained or placed on a Lot without the prior written approval of the Silver Leaf Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "Permitted Antennas") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Silver Leaf Reviewer, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

2.10 Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and may not encroach upon any street, Common Area, Special Common Area, Development Common Area, or any other portion of the Development Area. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Master Architectural Committee are as follows:

(i) Attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) Attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Silver Leaf Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirectTV or Dish satellite dishes, are permitted, HOWEVER, you are required to comply with the rules

regarding installation and placement. These rules and regulations may be modified by the Silver Leaf Reviewer from time to time. Please contact the Silver Leaf Reviewer for the current rules regarding installation and placement.

2.11 Signs. No sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Silver Leaf Reviewer, except for:

(i) signs which are part of Declarant's overall marketing or construction plans or activities for the Development Area and/or Development;

(ii) one small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;

(iii) permits as may be required by legal proceedings; and

(iv) permits as may be required by any governmental entity.

Unless otherwise permitted pursuant to Section 2.11(i), no "For Sale", "For Rent", "For Lease", or similar sign advertising a Lot for sale or for lease may be placed on any Lot or any portion of the Property without the prior consent of the Declarant for so long as the Declarant owns all or any portion of the Property, and the Board thereafter.

An Owner will be permitted to post a "no soliciting" sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign not exceed twenty-five (25) square inches. Except for signs which are part of Declarant's overall marketing or construction plans or activities for the Development Area and/or Development, no sign may be displayed in the window of any Improvement located on a Lot.

2.12 Tanks. The Silver Leaf Reviewer must approve any tank used or proposed in connection with a single-family residential structure, including tanks for storage of fuel, water, oil, or LPG, and including swimming pool filter tanks. No elevated tanks of any kind may be erected, placed or permitted on any Lot without the advance written approval of the Silver Leaf Reviewer. All tanks must be screened so as not to be visible from any other portion of the Development Area.

2.13 Temporary Structures. No tent, shack, or other temporary building, improvement, or structure may be placed upon the Development Area without the prior written approval of the Silver Leaf Reviewer; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the prior approval of Declarant, approval to include the nature, size, duration, and location of such structure. Notwithstanding any provision in this Declaration to the contrary, an Owner will be permitted, without Silver

Leaf Reviewer approval, to erect one (1) outbuilding on the Owner's Lot if: (i) the surface area of the pad on which the outbuilding is placed is less than or equal to eighty (80) square feet; (ii) the height of the outbuilding, measured from the surface of the Lot to the highest portion of the outbuilding is less than or equal to ninety-six (96) inches; and (iii) the exterior of the outbuilding is constructed of the same or substantially similar materials as the exterior of any residence located on the Lot. The Silver Leaf Reviewer will be entitled to determine, in its sole and absolute discretion, whether an outbuilding constructed on any Lot complies with the foregoing requirements.

2.14 Unightly Articles; Vehicles. No article deemed to be unsightly by the Silver Leaf Reviewer will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible on any Lot or to be parked on any roadway within the Development Area.

Parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than (i) in enclosed garages and (ii) behind a fence so as to not be visible from any other portion of the Development Area is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a residence.

No garage may be permanently enclosed or otherwise used for habitation unless approved in advance by the Silver Leaf Reviewer.

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

2.16 Basketball Goals; Permanent and Portable. Permanent basketball goals are permitted between the street right-of-way and the front of the residence on a Lot provided the

basketball goal is located a minimum of twenty feet (20') from the street curb. The basketball goal backboard must be perpendicular to the street and mounted on a black metal pole permanently installed in the ground. Portable basketball goals are only allowed between the street right-of-way and the front of the residence on a Lot and must not be placed, at any time on any street or right of way located within the Development Area. When not in use, portable basketball goals must be stored in a garage or in the rear of the Lots (i.e., out of public view). Basketball goals must be properly maintained and painted, with the net in good repair. All basketball goals, whether permanent or portable, must be approved by the Silver Leaf Reviewer prior to being placed on any Lot.

2.17 Compliance with Association Restrictions. Each Owner, his or her family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding must comply strictly with the provisions of the Association Restrictions as the same may be amended from time to time. Failure to comply with any of the Association Restrictions will constitute a violation of the Association Restrictions may result in a fine against the Owner in accordance with *Section 5.12* of the Covenant, and will give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Manager, the Board on behalf of the Association, the Silver Leaf Reviewer, or by an aggrieved Owner. Without limiting any rights or powers of the Association, either board may (but will not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Association Restrictions, and the Owner whose violation has been so remedied will be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot will be secured by the liens reserved in the Declaration and/or the Covenant for Assessments and may be collected by any means provided in the Declaration and/or the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner will indemnify and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this *Section 2.17* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

If you fail to comply with Association Restrictions, including this Declaration, the Covenant, the Design Guidelines, and any rules adopted by your association, you can be fined or a claim may be pursued against you in court.

2.18 Liability of Owners for Damage to Common Area, Special Common Area and Development Common Area. No Owner may in any way alter, modify, add to or otherwise perform any work upon the Common Area, Special Common Area or Development Common Area without the prior written approval of the Board. Each Owner will be liable to the Association for any and all damages to: (i) the Common Area, Special Common Area, Development Common Area and any improvements constructed thereon; or (ii) any improvements constructed on any Lot, the maintenance of which has been assumed by the Association or the Development Area Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage will be an assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided for in *Section 5.10* of the Covenant.

2.19 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Declaration. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

**ARTICLE 3
USE AND CONSTRUCTION RESTRICTIONS**

3.01 Design Guidelines. Any and all Improvements erected, placed, constructed, painted, altered, modified, or remodeled on any portion of the Development Area must strictly comply with the requirements of the Design Guidelines, unless a variance is obtained pursuant to the Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Silver Leaf Reviewer as authorized by the Covenant and the Design Guidelines.

If adopted by the Declarant or the Silver Leaf Reviewer, Design Guidelines will include additional requirements applicable to the construction of Improvements within the Development Area. Each Owner is advised to ascertain whether Design Guidelines have been adopted for their Lot.

3.02 Approval for Construction. No Improvements may be constructed upon any Lot without the prior written approval of the Silver Leaf Reviewer.

3.03 Single-Family Residential Use. The Lots may be used solely for private single family residential purposes and there will not be constructed or maintained thereon more than one detached single family residence. No professional, business, or commercial activity to which the general public is invited may be conducted on any Lot, except an Owner or occupant of a residence may conduct business activities within a residence so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; (ii) the business activity conforms to all zoning requirements for the Development Area; (iii) the business activity does not involve door-to-door solicitation of

residents within the Development Area; (iv) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development Area as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision, will be construed to have their ordinary, generally accepted meanings and will 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: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

Leasing of a residence is not considered a business or trade within the meaning of this subsection. This subsection will not apply to any activity conducted by the Declarant or an Owner engaged in the business of constructing homes for resale who acquires a Lot for the purpose of constructing a residence thereon for resale to a third party.

Until the earlier to occur of the date Declarant has recorded a written statement that all sales activity has ceased within the Development Area, or forty (40) years from the date this Declaration is recorded in the Official Public Records of Williamson County, Texas:

(i) Declarant and/or its licensees may construct and maintain upon portions of the Common Area, Special Common Area, Development Common Area, and any Lot owned by the Declarant, such facilities and may conduct such activities which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of single family residences constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its licensees have an easement over and across the Common Area, Special Common Area, Development Common Area for access and use of such facilities at no charge; and

(ii) Declarant and/or its licensees will have an access easement over and across the Common Area, Special Common Area, Development Common Area for the purpose of making, constructing and installing improvements to the Common Area, Special Common Area, Development Common Area.

3.04 Garages. All garages must be approved in advance of construction by the Silver Leaf Reviewer. The Improvements on each Lot must contain a private, enclosed garage capable of housing two (2) automobiles. Each garage will incorporate a two-car garage door. No carports or other open automobile storage units will be permitted. No garage may be permanently enclosed or otherwise used for habitation. The parking of vehicles in the yard of any Lot is not permitted.

3.05 Fences; Sidewalks. No fence may be constructed on the Development Area without the prior written consent of the Silver Leaf Reviewer. The height and location of all fences must be approved in advance by the Silver Leaf Reviewer. The rear yard of each Lot must be fenced prior to occupancy for residential purposes. All fencing must be six (6) feet in height and constructed of #2 grade cedar with treated railings and posts. No chain-link, metal cloth or agricultural fences may be installed or maintained on the Lot. Unless otherwise agreed between Lot Owners, side and rear yard fences that separate adjacent Lots will be owned and maintained by the Owner on whose Lot the fence has been installed, or if the location is indeterminate, such fence will be maintained by the Owners of the adjacent Lots with expenses being shared equally.

3.06 Height. The maximum building height of any residence constructed on any Lot may be no more than thirty-five feet (35') measured according to the following definition: the vertical distance between the top of the foundation at any point within the structure and the highest ridge, peak, or gable of a roof, excluding chimneys. In addition, the height of any eave on any structure may not exceed thirty-five feet (35') above the natural grade at any point on the exterior wall of the residence.

3.07 Building Materials. All building materials must be approved in advance by the Silver Leaf Reviewer, and only new building materials (except for used brick) may be used for constructing any Improvements. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways must, unless otherwise approved by the Silver Leaf Reviewer, match the color of the surface from which they project. No highly reflective finishes (other than glass, which may not be mirrored) may be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any Improvements.

3.08 Masonry Requirements. The front and side elevations on both the first and second story of each residence, excluding porches, must be constructed of brick, stone, or stucco (excluding cementitious siding products, e.g., "Hardi-Plank"). The rear elevation of each residence may be constructed of brick, stone, stucco, "Hardi-Plank" or other approved cementitious siding. In areas where it is not structurally feasible to support brick, stone, or stucco, cementitious siding products may be used.

3.09 Single-Story Restriction for Certain Residences. Any residence constructed on Lots 1-6, Block A of the Plat and Lots 1-6, Block H of the Plat must be single story.

3.10 Driveways. The design, construction materials, and location of; (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Silver Leaf Reviewer. Driveways may be no less than sixteen feet (16') in width. Driveways on corner lots abutting a cul-de-sac and another roadway must access off the cul-de-sac. No asphalt driveways are permitted. The Silver Leaf Reviewer may establish design and materials requirements for all driveways and driveway culverts to insure that they are consistent in appearance throughout the Development Area.

3.11 Square Footage. The minimum square footage for each residence, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages, is 1,494 square feet and the maximum square footage is 3,282 square feet.

3.12 Compliance with Setbacks. The location of all Improvements must comply with the minimum setbacks shown on the Plat. For the purpose of this restriction, eaves, steps, and open and covered porches will not be considered as part of a building; however, this Section will not be construed to permit any portion of any Improvement on any Lot to encroach upon another Lot or other portion of the Development Area.

3.13 Address Markers. The location, design and materials used for address identification markers on each residence must be approved in advance of installation by the Silver Leaf Reviewer.

3.14 HVAC Location. No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other Lot or any Common Area, Special Common Area, or Development Common Area.

3.15 Rentals. Nothing in this Declaration may prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that all rentals must be for terms of at least six (6) months. All leases must be in writing. Notice of any lease, together with such additional information as may be required by the Board, will be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. The Owner must provide to its lessee copies of the Association Restrictions.

3.16 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement may be performed only with the prior written approval of the Silver Leaf Reviewer.

3.17 Trash Containers. Trash containers and recycling bins must be stored in one of the following locations:

- (i) inside the garage of the single-family residence constructed on the Lot; or
- (ii) Behind the side yard fence on the Lot in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot.

The Silver Leaf Reviewer will have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

3.18 Drainage. There may be no interference with the established drainage patterns over any of the Development Area, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved by the Silver Leaf Reviewer. Plans submitted to the Silver Leaf Reviewer for approval must indicate thereon an erosion control plan to be instituted during the construction of any residence on the Lot. The Owner of the Lot will be obligated to maintain and keep such approved erosion controls in good condition and repair. The erosion controls must be removed when the residence constructed upon the Lot is capable of occupancy for residential purposes.

3.19 Construction Activities. This Declaration may not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Silver Leaf Reviewer in its sole good faith judgment, the Silver Leaf Reviewer will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area, then the Silver Leaf Reviewer may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all expenses incurred in connection therewith.

3.20 Landscaping. Prior to the occupancy of any single-family residence constructed upon any Lot: (i) the area between the front of the residence and the back of the curb of the street immediately adjacent to the front yard to a point ten feet (10') postern to the rear elevation of the residence must, exclusive of any sidewalk areas, be fully sodded with Saint Augustine grass, Bermuda grass, Prairie Buffalo grass, or an alternative grass approved in advance by the Silver Leaf Reviewer; and (ii) a minimum of ten (10) one-gallon shrubs or flowering plants must be planted in the front yard of the Lot, a minimum of three (5) five-gallon shrubs or flowering plants must be planted in the front yard of the Lot, and two (2) two-inch caliper hardwood trees must be planted in the front yard of the Lot. All corner Lots must have an additional two (2) two-inch caliper hardwood trees planted in the front yard of the Lot. The trees and shrubs to be planted must be approved in advance by the Silver Leaf Reviewer. The spacing and species of trees required to be planted pursuant to this *Section 3.20*, unless otherwise determined by the Silver Leaf Reviewer, will be governed by the "Builder Tree/Planting Exhibit" attached hereto as Exhibit 3.20.

3.21 Owner's Obligation to Maintain Street Trees. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the curb of any

adjacent public right-of-way, street or alley (the "ST Landscape Area") unless the responsibility for maintaining the ST Landscape Area has been assumed by the Association in a written instrument recorded in the Official Public Records of Williamson County, Texas. Specifically, and not by way of limitation, each Owner, at such Owner's sole cost and expense, will be required to maintain, irrigate and replace any Street Trees located within the ST Landscape Area. No landscaping, including trees, may be removed from or installed within the ST Landscape Area without the advance written consent of the Board. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) mow, replace, prune, and/or irrigate any landscaping, including trees, in such Owner's ST Landscape Area, such failure will constitute a violation of this Declaration and the Board will cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including trees, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Declaration for Assessments and may be collected by any means provided in the Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). **EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 3.21 (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

3.22 Sight Distance at Intersection. No fence, wall, hedge, or planting that obstructs sight lines at elevations between two feet and nine feet above the roadway may be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point thirty feet (30') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations will apply on any Lot within the triangular area formed by the street line, the driveway or alley line and a line connecting them at a point ten feet from the intersection of a street property line with the edge of a driveway or alley

pavement. All tree foliage within such distances of intersections must be maintained to meet the sight-line requirements set forth above. Notwithstanding the foregoing or anything in this Declaration to the contrary, all sight distances required by any applicable governmental authority must be complied with.

3.23 Roofing. The roof pitch of any roof must be a minimum of 6/12 and each roof must be constructed of composite shingles with a rating of 20 years or greater. All material incorporated into any roof must be approved in advance by the Silver Leaf Reviewer.

3.24 Swimming Pools; Flagpoles Above-ground or temporary swimming pools are expressly prohibited.

ARTICLE 4 INSURANCE AND CONDEMNATION

4.01 Insurance. Each Owner will be required to maintain insurance on the Improvements located upon such Owner's Lot, providing fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for Improvements similar in construction, location and use. Such insurance policies will be for the full insurable value of the Improvements constructed upon each Lot, will contain extended coverage and replacement costs endorsements, if reasonably available, and may also contain vandalism and malicious mischief coverage, special form endorsement, a stipulated amount clause and a determinable cash adjustment clause. The Association will not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board in its discretion may deem necessary. Insurance premiums for such policies will be a common expense to be included in the assessments levied by the Association, as the case may be. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

4.02 Restoration. In the event of any fire or other casualty, the Owner will promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within thirty (30) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or clean-up, the rights of the

Association under this sentence will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot will be secured by the liens reserved in the Covenant or this Declaration for Assessments and may be collected by any means provided in the Covenant and/or Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). **EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 4.02, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

4.03 Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this *Article 4*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board and before the commencement of any reconstruction, repair, restoration or replacement, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 5 MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Development Area. The provisions of this Article apply to this Declaration and the Bylaws of the Association.

5.01 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates (thereby becoming an "Eligible Mortgage Holder"), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Development Area or which affects any Lot on which there is an Eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(ii) Any delinquency in the payment of assessments or charges owed for a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of this Declaration relating to such Lot or the Owner or occupant which is not cured within sixty (60) days; or

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

(iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders.

5.02 Examination of Books. The Association shall permit Mortgagees to examine the books and records of the Association during normal business hours.

5.03 Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien mortgages under applicable law shall relate only to the individual Lots and not to any other portion of the Development Area.

ARTICLE 6 DEVELOPMENT

6.01 Addition of Land. Declarant may, at any time and from time to time, add additional portions of the Property which are owned by Declarant to the Development Area and, upon the filing of a notice as hereinafter described, such portions of the Property will be considered part of the Development Area for purposes of this Declaration, and such portions of the Property will be subject to the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration will be the same with respect to such added land as with respect to the land originally covered by this Declaration. To add land to the Development Area, Declarant will be required only to record in the Official Public Records of Williamson County, Texas, a notice of addition of land (which notice may be contained within any notice of applicability filed pursuant to *Section 10.05* of the Covenant) containing the following provisions:

- (A) A reference to this Declaration, which will include the recordation information thereof;
- (B) A statement that such land will be considered Development Area for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration will apply to the added land; and

- (C) A legal description of the added land.

6.02 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Declaration: (i) any portion of the Development Area which has not been included in a plat; (ii) any portion of the Development Area included in a plat if Declarant owns all Lots described in such plat; and (iii) any portion of the Development Area included in a plat even if Declarant does not own all Lot(s) described in such plat, provided that Declarant obtains the written consent of all other Owners of Lot(s) described in such plat. Upon any such withdrawal and renewal this Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant will be required only to record in the Official Public Records of Williamson County, Texas, a notice of withdrawal of land containing the following provisions:

- (A) A reference to this Declaration, which will include the recordation information thereof;
- (B) A statement that the provisions of this Declaration will no longer apply to the withdrawn land; and
- (C) A legal description of the withdrawn land.

ARTICLE 7 GENERAL PROVISIONS

7.01 Duration. This Declaration and the covenants, conditions, restrictions, easements, charges, and liens set out herein will run with and bind the land, and will inure to the benefit of and be enforceable by the Association and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Official Public Records of Williamson County, Texas, and continuing through and including January 1, 2055, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by in a resolution adopted by members of the Association, entitled to cast at least seventy percent (70%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Williamson County, Texas. Notwithstanding any provision in this *Section 6.01* to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Texas law restricting the period of time that covenants on land may be enforced, such provision will expire (twenty one) 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

7.02 Amendment. This Declaration may be amended or terminated by the recording in the Official Public Records of Williamson County, Texas, of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; or (ii) Declarant and at least seventy percent (70%) of the Owners of Lots within the Development Area with each Lot being allocated one (1) vote.

7.03 Notices. Any notice permitted or required to be given by this Declaration must be in writing and may be delivered either personally or by mail. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Saturday, Sunday, or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Secretary of the Association for the purpose of service of notices, or to the residence located on the Lot owned by such person if no address has been given to the Secretary of the Association. Such address may be changed from time to time by notice in writing given by such person to the Secretary of the Association.

7.04 Interpretation. The provision of this Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Declaration will be construed and governed under the laws of the State of Texas.

7.05 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

7.06 Assignment of Declarant's Rights. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

7.07 Enforcement and Nonwaiver.

- (a) Except as otherwise provided herein, any Owner of a Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Declaration. The Association may initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof.

- (b) Every act or omission whereby any provision of the Association Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association.
- (c) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.
- (d) The failure to enforce any provision of the Association Restrictions at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Association Restrictions.

7.08 Construction. The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

EXECUTED to be effective the 1st day of June, 2007.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

LEN-BUF LAND ACQUISITIONS OF TEXAS, L.P., a Texas limited partnership

By: Len-Buf Development, L.L.C., a Texas limited liability company, General Partner

By: Lennar Texas Holding Company, a Texas corporation, Manager

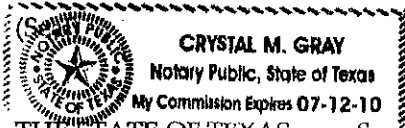
By: *James Dorney*
James Dorney, Vice President

By: Buffington JV Fund II Management, LLC, a Texas limited liability company, Manager

By: *Thomas B. Buffington*
Thomas B. Buffington, President
PATRICK STARLEY

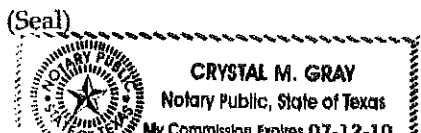
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1st day of June, 2007, by James Dorney, Vice President of Lennar Texas Holding Company, a Texas corporation, Manager of Len-Buf Development, L.L.C., a Texas limited liability company, General Partner of Len-Buf Land Acquisitions of Texas, L.P., a Texas limited partnership, on behalf of said corporation, limited liability company, and limited partnership.


CRYSTAL M. GRAY
Notary Public, State of Texas
My Commission Expires 07-12-10
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

Crystal M. Gray
Notary Public Signature

This instrument was acknowledged before me on the 1st day of June, 2007, by *Patrick Starley*, President of Buffington JV Fund II Management, LLC, a Texas limited liability company, Manager of Len-Buf Development, L.L.C., a Texas limited liability company, General Partner of Len-Buf Land Acquisitions of Texas, L.P., a Texas limited partnership on behalf of said limited liability companies and limited partnership.

(Seal)

CRYSTAL M. GRAY
Notary Public, State of Texas
My Commission Expires 07-12-10
270972-1-83421/3007

Crystal M. Gray
Notary Public Signature

CONSENT OF MORTGAGEE

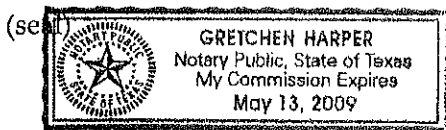
The undersigned, being the sole owner and holder of deed of trust lien pursuant to that certain Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases (the "Deed of Trust") dated January 30, 2006, recorded as Document No. 2006007813, Official Public Records of Williamson County, Texas, securing a note of even date therewith, executes this Covenant solely for the purpose of evidencing its consent to this Declaration; provided, however, that notwithstanding the foregoing consent, nothing contained in the Declaration shall limit or affect the undersigned's rights under the Loan Documents (as defined in the Deed of Trust), including, without limitation, the Deed of Trust. In the event of a conflict between the terms of the Loan Documents and the Declaration, the terms of the Loan Documents shall control.

TEXANS COMMERCIAL CAPITAL, LLC,
a Texas limited liability company

By: *Derek S. Williams*
Printed Name: Derek S. Williams
Title: SVP

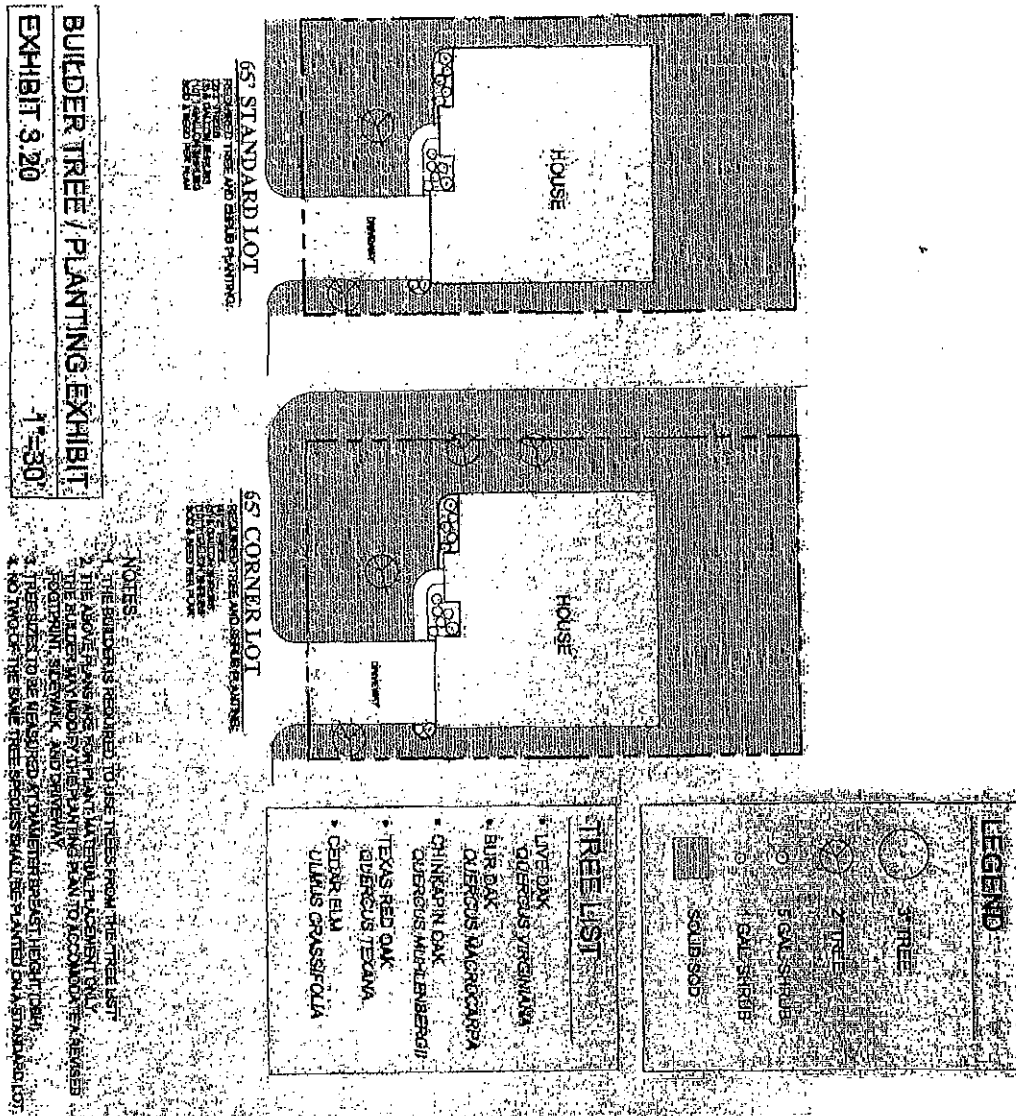
STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 20th day of June, 2007 by Derek S. Williams Sr. Vice President of Texans Commercial Capital, LLC, a Texas limited liability company, on behalf of said limited liability company.



Gretchen Harper
Notary Public Signature

EXHIBIT 3.20



BUILDER TREE / PLANTING EXHIBIT
 EXHIBIT 3.20
 1-30

RECORDERS MEMORANDUM
 All or parts of the text on this page was not clearly legible for satisfactory recordation.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2007052580

Nancy E. Rister

05/22/2007 12:00 PM

SURRATY \$124.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS