

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BERDOLL FARMS

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BERDOLL FARMS (this "Declaration"), is made on the date hereinafter set forth by **KB HOME LONE STAR LP** formerly known as **KAUFMAN AND BROAD LONE STAR, L.P.**, a Texas limited partnership, ("Declarant") for the purpose of evidencing the covenants, conditions and restrictions contained herein.

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property platted as **Berdoll Farms Phase One, Section 1, Berdoll Farms Phase One, Section 2, Berdoll Farms Phase Two, Section 1 and Berdoll Farms Phase Two, Section 2**, as approved by the City of Austin and filed of record as follows:

- 1. County Clerk File Number 200100186 (Phase One, Section 1);
- 2. County Clerk File Number 200100187 (Phase One, Section 2);
- 3. County Clerk File Number 200100185 (Phase Two, Section 1);
- 4. County Clerk File Number 200100184. (Phase Two, Section 2);

all located in the Real Property Records of Travis County Texas, said subdivision hereinafter referred to as the "Development", and such plats, as may be amended or further replatted, being collectively referred to as the "Plat", all of said real property being more specifically described on the Plat of the Development which are incorporated herein and made a part hereof for all purposes (the "Property").

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions and conditions shall run with the Property and be binding on all parties

having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Declarant and each owner thereof.

ARTICLE I

ADDITIONAL DEFINITIONS

1.1 Association. "Association" shall mean and refer to BERDOLL FARMS (AUSTIN) HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

1.2 Areas of Common Responsibility. "Areas of Common Responsibility" shall mean those areas listed below in which the Association shall maintain, upkeep and repair:

- (a) Any and all common areas as may be depicted on the Plat for the Development.
- (b) Any and all landscaping, entry way features, signage, landscaping and monument signage, screening walls, irrigation systems, lighting and improvements located within the Development, including but not limited to the entry features and signage and screening walls located within the Development.
- (c) Any and all landscape and drainage easements, detention ponds, right of ways, and common areas that may be depicted on the Plat to the extent same is not maintained by the City, any governmental agency or other entity.
- (d) Lot 6, Block J of Phase One, Section 1 as depicted on the Plat to the extent same is not maintained by the City, any governmental agency or other entity.
- (e) Lot 60, Block B of Phase One, Section 1 as depicted on the Plat to the extent same is not maintained by the City, any governmental agency or other entity.
- (e) 20 foot Wastewater Easement located in Phase One, Section 1 as depicted on the Plat to the extent same is not maintained by the City, any governmental agency or other entity.
- (f) Lot 16, Block B of Phase Two, Section 1 as depicted on the Plat to the extent same is not maintained by the City, any governmental agency or other entity.
- (f) Lot 16, Block C of Phase Two, Section 1 to the extent same is not maintained by the City, any governmental agency or other entity.
- (g) Lot 27, Block D of Phase Two, Section 1 as depicted on the Plat to the extent same is not maintained by the City, any governmental agency or other entity.
- (h) Any and all access and drainage easements that are depicted on the Plat to the extent same is not maintained by the City, any governmental agency or other entity.
- (i) Lot 16A, Block H of Phase One, Section 2 as depicted on the Plat to the extent same is not maintained by the City, any governmental agency or other entity.
- (j) Lot 59A, Block B of Phase One, Section 2 as depicted on the Plat to the extent same is not maintained by the City, any governmental agency or other entity.
- (k) Lot 16A, Block H of Phase One, Section 2 as depicted on the Plat to the extent same is not maintained by the City, any governmental agency or other entity.

1.3 Declarant. The term "Declarant" shall mean KB HOME LONE STAR LP, a Texas limited partnership and any party to whom it shall expressly assign in writing, its rights, powers, privileges

and prerogatives hereunder.

1.4 **City.** "City" shall mean the City of Austin, Texas.

1.5 **County.** "County" shall mean Travis County, Texas.

1.6 **Home.** "Home" shall mean a single-family residential unit constructed on a Lot being a part of the Property, including the parking garage utilized in connection therewith and the Lot upon which the Home is located.

1.7 **Lienholder.** "Lienholder" or "Mortgagee" shall mean the holder of a first mortgage lien, either on any Home and/or any Lot.

1.8 **Lot.** "Lot" or "Lots" shall mean and refer to a portion of the Property designated as a Lot on the Plats of the Property, excluding open space, streets, alleys and any Area of Common Responsibility. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot.

1.9 **Member.** "Member" shall mean and refer to every person or entity who holds membership in the Association. The Declarant and each Owner shall be a Member in the Association.

1.10 **Owner.** "Owner" shall mean and refer to the record Owner, other than Declarant whether one or more persons or entities, of a fee simple title to any Lot and shall include any homebuilder, but shall exclude those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Lienholder or Mortgagee who acquires fee simple title to any Lot which is a part of the Property, through deed in lieu of foreclosure or through judicial or nonjudicial foreclosure.

ARTICLE II

PROPERTY RIGHTS

2.1 **Maintenance of Areas of Common Responsibility by the Declarant and the Association.** Initially, the Declarant will be solely obligated to maintain and improve the Areas of Common Responsibility in a prudent manner to enhance the safety, security and overall appearance of the Development. Upon the happening of either of the events set forth in Section 3.2(b) hereunder, the Association will be solely obligated to maintain and improve the Areas of Common Responsibility in a prudent manner to enhance the safety, security and overall appearance of the Development. As such, the Declarant and Association shall not, except as the Declarant or Association may reasonably deem appropriate to comply with applicable laws or to protect the health, safety or welfare of the Development or the Members, cause (i) any buildings or permanent structures to be constructed within the Areas of Common Responsibility, or (ii) allow any interference or conflict with the natural or planted vegetation or trees in the Areas of Common Responsibility. The Association shall have the following rights with regard to the Areas of Common Responsibility:

- (i) the right to dedicate or transfer all of any part of the Areas of Common Responsibility to

any public agency or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless (a) an instrument of agreement to such dedication or transfer, signed by two-thirds (2/3) of each class entitled to vote (determined pursuant to Section 3.2 hereof) is properly recorded, in the Real Property Records of the County, (b) a written notice of proposed action under this Section is sent to every Owner (including Lienholder or Mortgagees) not less than thirty (30) days, nor more than sixty (60) days in advance of said action, and (c) the City consents in writing to the dedication or transfer;

(ii) the right to borrow money to be secured by a lien against the Areas of Common Responsibility; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder; and

(iii) the right to enter upon and make rules and regulations relating to the use of the Areas of Common Responsibility and the right to entry upon any access, maintenance or other easements for the purposes of maintaining the Areas of Common Responsibility.

2.2 Title to Areas of Common Responsibility. The recordation of this Declaration shall serve as a dedication and conveyance to the Association, without consideration, the fee simple title to the Areas of Common Responsibility owned by Declarant free and clear of monetary liens and encumbrances other than those created in or subordinate to this Declaration.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Declarant, during the time it owns any Lots, and each person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Transfer of ownership, either voluntarily or by operation of law, shall terminate such Owner's membership in the Association, and membership shall be vested in the transferee; provided, however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to assessments which have accrued prior to such transfer.

3.2 Voting Rights. The Association shall have two classes of voting membership.

(a) **Class "A".** The Class "A" Members shall be all Owners. The Class "A" Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class "B".** The Class "B" Member shall be Declarant. The Declarant shall be entitled to three votes for each Lot it owns; provided however that Declarant shall cease to be a Class "B"

Member and shall become a Class "A" Member entitled to one vote per Lot on the happening of either of the following events:

- (i) when the total votes outstanding in the Class "A" membership equals the total votes outstanding in the Class "B" membership, or
- (ii) the expiration of ten (10) years from the recording date of this instrument in the Real Property Records of the County.

3.3 No Cumulative Voting. At all meetings of the Homeowners' Association, there shall be no cumulative voting. Prior to all meetings, the Board of Directors shall determine the total number of votes outstanding and entitled to vote by the Members.

3.4 Association's Powers. In addition to the rights of the Association set forth in other sections of this Declaration, the Association shall have the duty to enforce the covenants under this Declaration and maintain all Areas of Common Responsibility and shall have the right, power, and authority to do any act which is consistent with or required by the provisions of this Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

- (a) The power to levy and collect Assessments (as hereinafter defined), of whatever nature for the maintenance, repair or replacement of the Areas of Common Responsibility existing on the Property and for such other purposes as are herein provided;
- (b) The power to keep accounting records with respect to the Association's activities ;
- (c) The power to contract with and employ others for maintenance and repair; and
- (d) The power to adopt rules and regulations concerning the operation of the Association.

3.5 City's Rights. Should the Declarant, the Association or its Board fail or refuse to maintain such Areas of Common Responsibility to City specifications for an unreasonable time, not to exceed ninety days after written request to do so, the City, by and through a majority of the City Council Members, shall have the same right, power and authority as is herein given to the Association and its Board to enforce this Declaration and levy Assessments in the manner set forth herein. It is understood that in such event, the City may elect to exercise the rights and powers of the Association or its Board, to the extent necessary to take any action required and levy any Assessment that the Association might have, either in the name of the Association, or otherwise, to cover the cost of maintenance of such Areas of Common Responsibility.

ARTICLE IV

ASSESSMENTS MAINTENANCE FUND AND ASSESSMENT LIENS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (i) annual assessments or charges (ii) charges in connection with the transfer of a Lot, and (iii) special assessments for capital improvements. Such

assessments (collectively, the "Assessments") are to be fixed, established and collected as provided herein. Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest costs and reasonable attorney's fees shall also constitute a personal obligation of the person or entity who was the record Owner of such Lot at the time of the Assessment. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by such successors; however, the lien upon the Lot shall continue until paid.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Lots, the improvement and maintenance of the Areas of Common Responsibility and any other property owned by the Association, and the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, funds to cover actual Association costs (including reasonable reserves) for all taxes, insurance, repair, replacement, maintenance and other activities as may from time to time be authorized by the Board of Directors; legal and accounting fees, and any fees for management services; expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or the Property; reasonable replacement reserves and the cost of other facilities and service activities, including, but not limited to, mowing grass, grounds care, sprinkler system, landscaping, and other charges required or contemplated by this Declaration and/or that which the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein.

4.3 Basis and Maximum of Annual Assessments and Transfer Fees on the Sale of Lots.

(a) Upon the recording of this Declaration, the regular maximum annual Assessment shall be an amount not to exceed \$300.00 per Lot.

(b) From and after January 1 of the first full year after the date of recordation of this Declaration and each year thereafter, the maximum regular annual assessment may be increased by an amount up to ten percent (10%) over the preceding year's regular annual assessment solely by the Board of Directors. Any increase over and above 10% of the previous year's regular annual assessment shall be done only by the prior written approval of sixty-six and two-thirds percent (66-2/3 %) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by the Members at a meeting at which a quorum is present.

(c) In addition to the regular annual assessment, as a condition to the sale of every Lot by an Owner in the Development, a transfer fee of \$100.00 shall be charged to the seller of such Lot being conveyed (except for sales by Declarant), and a transfer fee of \$100.00 shall be charged to the purchaser of the Lot being conveyed and the pro-rata share of annual assessments then due on such Lot shall be paid by the purchaser of the Lot to the Association. The transfer fee provided for herein shall be for the benefit of the Association, to be used to establish a capital reserve for the Association and shall only increase by an amount to be determined by the board of directors.

4.4 Special Assessments. In addition to the regular annual Assessment and transfer fees payable on the sale of lots authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs incurred by the Association pursuant to the provisions of this Declaration, provided that any such Assessment shall have the prior written approval of sixty-six and two-thirds percent (66-2/3 %) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by the Members at a meeting at which a quorum is present. Any Special Assessments shall be prorated based on the period of time the Owner owns the Lot during such year.

4.5 Notice and Quorum for any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 and 4.4 hereunder shall be given to all Members not less than ten (10) days nor more than twenty (20) days in advance of such meeting. At such meeting, the presence of Members or of written proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

4.6 Uniform Rate of Assessment. Both the regular annual and Special Assessments shall be fixed at a uniform rate for all Lots, and shall commence and be due in accordance with the provisions of Section 4.7 hereof. Each Owner, (other than Declarant who is required to pay the deficiency described below), shall pay one hundred percent (100%) of the established Assessment for each Lot he or it owns.

4.7 Date of Commencement of Annual Assessments; Due Dates.

(a) The obligation to pay regular annual assessments provided for herein shall commence no earlier than the date this Declaration is recorded. The Assessments shall then be due on such payment dates as may be established by the Association. Assessments shall be due and payable on an annual basis unless otherwise designated by the Association.

(b) As long as Declarant is a Class "B" Member pursuant to Section 3.2 hereof, Declarant shall pay the deficiency resulting in the event the cost of maintenance exceeds the amount of the Assessments received from the Owners; provided, however, in such event, Declarant shall not otherwise be required to pay Assessments with respect to portions of the Property owned by Declarant; and further, provided, however, in no event shall Declarant be required to pay an amount which is in excess of one hundred percent (100%) of the established Assessment for each Lot it owns. When the Declarant is converted to a Class "A" Member, the Declarant (i) shall no longer be responsible for contributing shortfalls outlined in the preceding sentence but rather, (ii) shall commence making regular annual and Special Assessments pursuant to Sections 4.3 and 4.4 hereof calculated on the number of Lots Declarant then owns.

(c) Unless provided above, the annual Assessments for the first Assessment year shall be fixed by the Association prior to the sale of the first Lot to an Owner. Except for the first Assessment year, the Association shall fix the amount of the annual Assessment at least thirty days in advance of each Assessment year, which shall be the calendar year; provided, however, that the Association shall have the right to adjust the regular annual Assessment upon thirty days written notice given to each Owner, as long

as any such adjustment does not exceed the maximum permitted pursuant to Section 4 hereof. Written notice of the regular annual Assessment shall be given as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed either by the President, Vice President or the Treasurer of the Association setting forth whether the annual and special Assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(d) No Owner may exempt himself from liability for Assessments by waiver of the use or enjoyment of any portion of the Development or Areas of Common Responsibility or by abandonment of his Home.

4.8 Effect of Non-Payment of Assessments; Remedies of the Association.

(a) All payments of the Assessments shall be made to the Association at its principal place of business in Travis County, Texas, or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the Assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

(b) Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the Assessment shall bear interest from the date of delinquency (with no notice required to be given), until paid, at the rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is the lesser. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions hereof, foreclose the lien against the Lot as provided in Subsection 4.8(d) hereof. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner, and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default. Under no circumstances, however, shall Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce any Assessments.

(c) No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided in less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner or said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of the County; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid Assessment at the maximum legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association.

(d) Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Property Code of the State of Texas (as it may be amended from time to time), or in any other manner permitted by law. Each Owner, by accepting a deed to a Lot, expressly grants to the Association a power of sale as set forth in said Section 51.002 of the Property Code, in connection with the Assessment lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(e) Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filling or recording the lien and the release. The Assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right of suit to recover a money judgment for unpaid Assessments, as above provided.

4.9 Subordination of Lien to First Mortgages. The lien securing the Assessments provided for herein shall be expressly subordinate to the lien of any first lien mortgage on any Lot. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any first lien mortgage, pursuant to a decree of foreclosure or a non-judicial foreclosure under such first lien mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due, in accordance with the terms herein provided.

4.10 Management Agreements. The Association shall be authorized to enter into management agreements with third parties in connection with the operation and management of the development and the performance of its obligations hereunder. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be canceled with or without cause and without penalty by either party with thirty (30) days written notice. Any and all management agreements shall be for a term not to exceed one year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Association may, at its discretion, assume self management of the development by the Association.

4.11 Insurance Requirements. The Association shall obtain insurance policies covering the Areas of Common Responsibility covering all damage or injury caused by the negligence of the Association, any of its employees, officers, directors and/or agents, including, but not limited to, commercial general liability insurance, directors and officers liability insurance, and such other insurance as the Association may from time to time deem necessary or appropriate.

4.12 Independent Accounting Firm Review. The Association shall have its income and expense statements, balance sheets and other books and records reviewed by an independent accounting firm annually (beginning the first full calendar year that new homes are sold), such review to be performed within 90 days following the end of the Association's fiscal year. The review shall be performed in

accordance with guidelines established by the American Institute of Certified Public Accountants.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE

5.1 Appointment of Members. The Declarant shall appoint an Architectural Control Committee (the "Committee"), which shall consist of three members who shall be natural persons and may be employed by Declarant. All matters before the Committee shall be decided by majority vote of its members. After all of the Lots are sold by Declarant, the Association shall assume all of the rights and powers of the Committee. In the event of death, incapacity or resignation of a member of the Committee, the successor for such member shall be appointed by the majority of the remaining members of the Committee if before the above date and by the Association if after such date.

5.2 Submission of Plans to Architectural Control Committee. No building, fence, wall, parking area, swimming pool, spa, pole, mail box, driveway, fountain, pond, tennis court, sign, exterior color or shape, or new or modification of a structure shall be commenced, erected or maintained upon any Lot or the patio or garage used in connection with any Lot after the purchase of any Lot from Declarant, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same are submitted to and approved by the Committee. Plans and specification shall be submitted to the Committee at least thirty (30) days prior to the commencement of any construction or modification. The following shall be submitted for approval: a site plan showing the entire Lot with existing improvements, and floor plan and elevations of all faces of the proposed structure; and a description of all exterior construction materials. A copy of the above described plans and specifications may be retained by Declarant.

5.3 Approval of Plans. The Committee shall review the plans and specifications and notify the Owner in writing of its approval or disapproval. If the Committee fails to approve or disapprove said plans and specifications within thirty (30) days after the same has been submitted to it, they will be deemed to have been approved by the Committee. Any disapproval shall set forth the elements disapproved and the reason or reasons thereof. The judgment of the Committee in this respect in the exercise of its sole and absolute discretion shall be final and conclusive and the Owner shall promptly correct the plans and specifications (if disapproved) and resubmit them for approval. No construction, alteration, change or modification shall commence until approval of the Committee is obtained. The Committee may approve any deviation from these covenants and restrictions as the Committee, in its sole and absolute discretion, deems consistent with the purpose hereof. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the denial of any submittal or grant of any deviation to an Owner. Future requests for deviations submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a deviation to any Owner shall not constitute a waiver of the Committee's rights to strictly enforce the Declaration and the architectural standards provided herein against any other Owner. Approval by the Committee of the plans and specifications or its determination that the completed construction or modification has been constructed in accordance with the plans and specifications shall be deemed to be an acknowledgment by the Committee that such are in accordance with this Declaration and such acknowledgment shall be binding against the Owners of the Lots and the

Property.

5.4 Committee Members' Liability. Neither the Declarant, the Association, the Board, the Committee nor any employees, officers, directors or members thereof shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications. Any errors in or omissions from the plans of the site plan submitted to the Committee shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, City codes, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other issue.

5.5 Homebuilder Plans. Notwithstanding anything to the contrary contained herein, once a particular set of plans and specifications submitted by a homebuilder (which for purposes hereof shall be defined as any entity or person in the business of constructing single family residences for the purpose of sale to third parties) has been approved by the Committee or deemed approved, such homebuilder may construct homes in the Development on any Lot in accordance with such plans and specifications without the necessity of obtaining subsequent approvals therefor, so long as there are no major material changes in the plans and specifications and the Committee approves of the location of the plans and specifications to prevent unnecessary duplication thereof within the Development.

5.6 Design Guidelines. The Committee has the right to issue Design Guidelines from time to time which will contain the specific provisions applicable to all of the Lots regarding style, basic site design issues, aesthetics of each home, the use of quality exterior finish materials and minimum landscaping plans for the Lots. The Design Guidelines will be used by the Committee with the Declaration to determine the approval of all plans.

ARTICLE VI

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

6.1 Residential Use. The Property shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence per Lot, which residence may not exceed two and one-half (2 1/2) stories in height and a private garage as provided below, which residence shall be constructed to minimum Federal Housing Authority ("FHA") and Veteran's Administration ("VA") standards, unless otherwise approved in writing by the Committee.

6.2 Single Family Use. Each residence shall be limited to occupancy by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons residing together as a single housekeeping unit, in addition to any household or personal servant staff.

6.3 Garage Required. Each residence shall have an enclosed garage suitable for parking a minimum of one standard size automobile, which garage shall conform in design and materials with the main structure.

6.4 Restrictions on Resubdivision. No Lot shall be subdivided into smaller Lots.

6.5 Driveways. All driveways shall be surfaced with concrete or similar substance approved by the Committee.

6.6 Burglar Bars. No bars or obstructions intended for use as burglar bars or sold as devices intended to prohibit forced entry into a residence may be placed on the exterior of a residence, including but not limited to windows and doors.

6.7 Uses Specifically Prohibited.

(a) No temporary dwelling shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any street on which the Lot fronts) shall be permitted on any Lot except that the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a specifically permitted Lot during construction of the residence on that Lot. No building material of any kind or character shall be placed or stored upon the Property until construction is ready to commence, and then such material shall be placed totally within the property lines of the Lot upon which the improvements are to be erected.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless properly concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked while in use for the construction, maintenance or repair of a residence in the Development.

(c) Trucks with tonnage in excess of one and one-half (1.5) tons and any commercial vehicle with painted advertisement shall not be permitted to park overnight on the Property except those used by a builder during the construction of improvements.

(d) No vehicle of any size which transports flammable or explosive cargo may be kept on the Property at any time.

(e) No motorized vehicle or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks (including those with attached bed campers) that are in operating condition and have current license plates and inspection stickers and are in current use.

(f) No structure of a temporary character, such as a trailer, tent, shack, barn, underground tank or structure or other out-building shall be used on the Property at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers during the construction period, but not as a residence.

(g) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in or on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(h) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other qualified animals may be kept as household pets. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the peace and quiet and health and safety of the community. No more than four pets will be permitted on each Lot. Pets must be restrained or confined to the homeowner's rear yard within a secure fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris or odor noxious to adjoining Lots. All animals must be properly registered and tagged for identification in accordance with local ordinances.

(i) No Lot or other area of the Property shall be used as a dumping ground for rubbish or accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may only be stored on Lots during construction of the improvement thereon.

(j) No individual water supply system shall be permitted on any Lot.

(k) No individual sewage disposal system shall be permitted on any Lot.

(l) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any Owner, tenant or other person prior to the erection of a residence.

(m) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

(n) Except with the written permission of the Committee or as preempted by the FCC or other governmental agency, no antennas, satellite dishes or other equipment for receiving or sending sound or video signals shall be permitted in or on the Property except antennas for AM or FM radio reception and

UHF and VHF television reception, except that one satellite dish or similar antenna that must be no greater than one (1) meter in diameter and must be placed in the least conspicuous location on a Lot where an acceptable quality signal can be received so long as it is completely screened from view from any adjacent street or other public area.

(o) No Lot or improvement thereon shall be used for a business, professional, commercial or manufacturing purposes of any kind for any length of time. No business activity shall be conducted on the Property which is not consistent with single family residential purposes. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales/construction office for so long as such builder is actively engaged in construction on the Property. Nothing in this subparagraph shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' peaceful use and enjoyment of their residences and yards.

(p) No fence, wall, hedge or shrub planting which obstructs sight lines at an elevation between three and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within that area is ten feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a minimum height of six feet above the adjacent ground line.

(q) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected on the Property.

(r) Within those easements on each Lot as designated on the Plat of the Development, no improvement, structure, planting or materials shall be placed or permitted to remain which might damage or interfere with the installation, operation and maintenance of public utilities, or which might alter the direction of flow within drainage channels or which might obstruct or retard the flow of water through drainage channels. The general grading, slope and drainage plan of a Lot as established by the Declarant's approved development plans may not be altered without the approval of the City and/or other appropriate agencies having authority to grant such approval.

(s) No sign of any kind or character, including (a) any signs in the nature of a "protest" or complaint against Declarant or any homebuilder, (b) or that describe, malign or refer to the reputation, character or building practices of Declarant or any homebuilder, or (c) discourage or otherwise impact or attempt to impact anyone's decision to acquire a lot or residence in the Subdivision shall be displayed to the public view on any Lot or from any home on any Lot except for one professionally fabricated sign of not more than five square feet advertising the property for rent or sale, or signs used by a builder to advertise the property during the construction and sales period. Moreover, no Owner may use any

public medium such as the "internet" or any broadcast or print medium or advertising to similarly malign or disparage the building quality or practices of any homebuilder, it being acknowledged by all Owners that any complaints or actions against a homebuilder or Declarant are to be resolved in a private manner and any action that creates controversy or publicity for the Subdivision or the quality of construction of any homes within the Subdivision will diminish the quality and value of the Subdivision. Declarant, any home builder, or their agents shall have the right, without notice, to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. The failure to comply with this restriction will also subject any Owner to a fine of \$100.00 per day (to be collected by Declarant) for each day that such Owner fails to comply with this restriction. The non-payment of such fine can result in a lien against said Lot, which lien may be foreclosed on in accordance with the terms set forth in this Declaration in order to collect such fine by the Declarant or any Owner in the Subdivision.

(t) Outdoor clothes lines and drying racks visible to adjacent Properties are prohibited. Owners or residents of Lots where the rear yard is not screened by solid fencing or other such enclosures, shall construct a drying yard or other suitable enclosure or screening to shield from public view clothes drying racks, yard maintenance equipment and/or storage of materials.

(u) Except within fireplaces in the main residential dwelling and equipment for outdoor cooking, no burning or anything shall be permitted anywhere on the Property.

6.8 Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls (but exclusive of open porches, garages, patios and detached accessory buildings), shall be not less than Eight Hundred (800) square feet or the minimum floor area as specified by the City, whichever is greater.

6.9 Building Materials. The total exterior wall area (excluding windows, doors and gables) of the entire first floor of each residence constructed on a Lot shall not be less than seventy five percent (75%) (but not less than the minimum percentage as established by the City by ordinance or building code requirement) brick, stucco, brick veneer, stone, stone veneer, cement plank, hardiboard, fiber cement siding, or other masonry material approved by the Committee. Windows, doors, other openings, gables or other areas above the height of the top of standard height first-floor windows are excluded from calculation of total exterior wall area. The roof of each residence must be of a "weathered wood" color; no roof that is not of a grayish shade is allowed.

6.10 Setback Requirements. No dwelling shall be located on any Lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on the Plat or as required by the City.

6.11 Waiver Of Setback Requirements. With the written approval of the Committee and subject to plat and zoning restrictions, any building may be located further back from the front property line of a Lot than provided above, where, in the opinion of the Committee, the proposed location of the building will enhance the value and appearance of the Lot and will not negatively impact the appearance of adjoining Lots.

6.12 Fences and Walls. All fences and walls shall be constructed of masonry, brick, wood or other material approved by the Committee. No fence or wall on any Lot shall extend nearer to any street than the front of the residence thereon. Except as otherwise specifically approved by the Committee, all streetside side yard fencing on corner Lots shall be set no closer to the abutting side street than the property line of such Lot. No portion of any fence shall exceed six (6) feet in height. Any fence or portion thereof that faces a public street shall be constructed so that all structural members and, unless Declarant determines otherwise, support posts will be on the side of the fence away from the street and are not visible from any public right-of-way.

6.13 Sidewalks. All walkways along public right-of-ways shall conform to the minimum property standards of the City, FHA and VA.

6.14 Mailboxes. Mailboxes shall be standardized and shall be constructed of a material and design approved by the Committee (unless gangboxes are required by the U.S. Postal Service).

6.15 Windows. Windows, jambs and mullions shall be composed of anodized aluminum or wood. All front elevation windows shall have baked-on painted aluminum divided light windows (no mill finish).

6.16 Landscaping. Landscaping of each Lot shall be completed within sixty (60) days, subject to extension for delays caused by inclement weather, after the home construction is completed and shall include grassed front and side yards.

6.17 General Maintenance of Lots. Following occupancy of the Home upon any Lot, each Owner shall maintain and care for the Home, all improvements and all trees, foliage, plants, and lawns on the Lot and otherwise keep the Lot and all improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area, such maintenance and repair to include but not be limited to: (i) the replacement of worn and/or rotted components, (ii) the regular painting of all exterior surface, (iii) the maintenance, repair and replacement of roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, drives, parking areas and other exterior portions of the improvements to maintain an attractive appearance, and (iv) regular mowing and edging of lawn and grass areas. Upon failure of any Owner to maintain a Lot owned by him in the manner prescribed herein, the Declarant or the Association, or either of them, at its option and discretion, but without any obligation to do so, but only after ten days written notice to such Owner to comply herewith, may enter upon such Owner's Lot and undertake to maintain and care for such Lot to the condition required hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse said Declarant and/or Association for the cost of such work within ten days after presentment of such statement. This provision, however, shall in no manner be construed to create a lien in favor of any party on any Lot for the cost or charge of such work or the reimbursement for such work.

ARTICLE VII

GENERAL PROVISIONS

7.1 Additional Easements.

a. Continued Maintenance Easement. In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, or in the event the Association requires entry upon any Lot to repair or maintain any Area of Common Responsibility, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

b. Drainage Easements. Easements for installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible. Declarant hereby reserves for the benefit of Declarant and any Builder a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant or any Builder to correct or maintain any drainage facilities within the Property.

c. Temporary Completion Easement. All Lots shall be subject to an easement of ingress and egress for the benefit of the Declarant any Builder, their employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent thereto, provided that such easement shall terminate twelve (12) months after the date such burdened Lot is conveyed to the Owner by the Declarant or a Builder

d. Universal Easements. The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed three (3) foot in width over all adjoining Lots for the purpose of accommodating any encroachment or protrusion due to engineering or fence line errors, trees, landscaping or retaining wall located along property lines, errors in original construction, surveying, settlement or shifting of any building, or any other cause. There shall be easements for the maintenance of said encroachment, protrusion, settling or shifting; provided, however, that in no event shall an easement for encroachment or protrusion be created in favor of an Owner or Owners of said encroachment or protrusion occurred due to willful misconduct of said Owner or Owners. In addition, the Owner of each Lot is hereby granted an easement for encroachments not to exceed three (3) feet in width by misplaced fences or fence lines and overhanging roofs, eaves or other improvements as originally constructed over each adjoining Lot and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this

Declaration and shall be appurtenant to each affected Lot and shall pass with each conveyance of said Lot.

e. **Utility and Telecommunication Utility Easements.** The Declarant hereby reserves the right to grant perpetual, non-exclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Property designated on the plat thereof for easements for the purpose of ingress, egress, installation, replacement, repair, maintenance, use and operation of any and all utility and service lines and service systems, public and private, including, without limitation, telephone, cable, fiber optic and any other cable or wiring system designed to provide or deliver communication of any form, video or telecommunications, computer access, "Internet" or e-mail access, security monitoring or other services to any Owner. The Declarant also reserves the right to grant perpetual, non-exclusive easements for the benefit of Declarant or its designees across and over any portion of the Property for the purpose of delivering satellite, "broadband", cellular or other wireless communication designed to provide or deliver communication of any form, video or telephone communications, computer access, "Internet" or e-mail access, security monitoring or other services to any Owner. In addition, the Declarant also reserves the right to grant perpetual, non-exclusive easements in the Areas of Common Responsibility to erect one or more transmission towers as required, to facilitate the providing or delivering of satellite, "broadband", cellular or other wireless communication, designed to provide communication of any form, video or telephone communications, computer access, "Internet" or e-mail access, security monitoring and other services to any Owner.

Declarant, for itself and its designees, reserves the right to retain or transfer title to any and all wires, pipes conduits, lines, cables, transmission towers or other improvements installed on or in such easements and to enter into franchise or other agreements with private or public providers of telecommunication type packages that are designed to provide such services to the Development.

7.2 Enforcement. The Declarant or the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the By-Laws and Articles of Incorporation. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained 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 attorneys fees from the nonprevailing party.

7.3 Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the final judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

7.4 Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall insure to the benefit of and be enforceable by Declarant (during the time it owns any Lots), the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten

(10) years, unless by vote, of the then Owners of 67% of the Lots (and the City, if then a party hereto) agree in writing to terminate or change this Declaration in whole or in part and such writing is recorded in the Real Property Records of the County.

7.5 Amendment.

(a) This Declaration may be amended or modified upon the express written consent of at least sixty-six and two-thirds percent (66-2/3 %) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by Members at a meeting at which a quorum is present. If the proposed amendment involves a modification of any of the Association's agreements, covenants or restrictions pertaining to the use, maintenance, operation, maintenance and/or supervision of any Areas of Common Responsibilities, the approval of the City must also be obtained for such amendment. Any and all amendments, if any, shall be recorded in the office of the County Clerk of the County. Notwithstanding the foregoing, Declarant shall have the right to execute and record amendments to this Declaration without the consent or approval of any other party if the sole purpose of the amendment is for the purpose of correcting technical errors or for purposes of clarification.

(b) Declarant intends that this Declaration may be amended to comply (if not in compliance with all requirements of the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), FHA and VA. Notwithstanding anything to the contrary contained herein, if this Declaration does not comply with FHLMC, FNMA, VA or FHA requirements, the Board and/or the Declarant shall have the power in its discretion (on behalf of the Association and each and every Owner) to amend the terms of this Declaration or to enter into any agreement with FHLMC, FNMA, VA, and FHA, or their respective designees, reasonably required by FHLMC, FNMA, VA or FHA to allow this Declaration to comply with such requirements. Should the FHLMC, FNMA, VA or FHA subsequently delete any of their respective requirements which necessitate any of the provisions of this Declaration or make any such requirements less stringent, the Board and/or the Declarant, without approval of the Owners, may, upon reasonable justification, cause an amendment to this Declaration to be executed and recorded to reflect such changes.

7.6 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

7.7 Remedies. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity, including, without limitation, an action for injunctive relief, it being acknowledged and agreed that a violation of the covenants, conditions and restrictions contained herein could cause irreparable injury to Declarant and/or the other Owners and that the Declarant's and/or the other Owner's remedies at law for any breach of the Owners' obligations contained herein would be inadequate. Enforcement may be commenced by the Association, the Declarant, the City, or any Owner against any person or persons violating or attempting to violate them, and failure by the Association, the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The rights created herein are unique and enforceable by specific performance. In addition to the remedies set forth herein, the Association will also have the right and power to levy fines against any

Owner in breach of their obligations set forth in this Declaration.

7.8 Notices to Member/Owner. Any notice required to be given to any Member and/or Owner under the provisions of this Declaration shall be deemed to have been properly delivered forty-eight (48) hours after deposited in the United States Mail, postage prepaid, certified or registered mail, and addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

7.9 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender and words in the singular, shall be held to include the plural and visa versa unless the context requires otherwise.

7.10 Formation of Association; Inspection of Documents, Books and Records. The Association shall be formed by Declarant as a non-profit corporation in accordance with the laws of the State of Texas. Management and governance of the Association shall be implemented and/or undertaken in accordance with its Articles of Incorporation, in accordance with this Declaration, and in accordance with the Bylaws which shall be adopted by the Association following its formation. The Association shall make available copies of the Declaration, Bylaws, Articles of Incorporation, rules and regulations governing the Association as well as the books, records and financial statements of the Association for inspection by Owners or any Mortgagee during regular business hours or other reasonable times.

7.11 Indemnity. The Association shall indemnify, defend and hold harmless the Declarant, the Board, the Committee and each director, officer, employee and agent of the Declarant, the Board and the Committee from all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including attorneys' fees) incurred by such indemnified person under or in connection with this Declaration or the Property to the fullest extent permitted by applicable law. Such indemnity to include matters arising as a result of the sole or concurrent negligence of the indemnified party, to the extent permitted by applicable law.

7.12 FHA/VA Approval Requirement. As long as there remains any Class B membership and any first lien mortgage is in effect with respect to any Lot which is insured by FHA or VA, the following actions shall require prior approval of FHA or VA if such approval is required under the then applicable FHA or VA regulations): amendment of the Articles of Incorporation, Declaration or Bylaws; annexation of additional property; mortgaging or dedication of the Open Space; and dissolution of the Association

7.13 Failure of Declarant or Association to Perform Duties. Should the Declarant or the Association fail to carry out its duties as specified in this Declaration, the City or its lawful agents shall have the right and ability, after due notice to the Declarant or the Association, to remove any landscape systems, features or elements that are the responsibility of and cease to be maintained by the Declarant or the Association; to perform the responsibilities of the Declarant or the Association if either party fails, to do so in compliance with any of the provisions of this Declaration or of any applicable City codes or regulations; to assess the Declarant or the Association for all costs incurred by the City in performing said responsibilities if the Declarant or the Association fails to do so; and/or to avail itself of any other enforcement actions available to the City pursuant to state law or City codes and regulations. Should the

City exercise its rights as specified above, the Declarant or the Association shall indemnify and hold harmless the City from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the City's removal of any landscape systems, features or elements that cease to be maintained by the Declarant or the Association or from the City's performance of the aforementioned operations, maintenance or supervision responsibilities of the Declarant's or the Association's failure to perform said duties. The obligations described in this paragraph are solely obligations of the Association (and the Declarant if the Declarant remains so obligated), and no other party, including without limitation, the Declarant (assuming the Declarant is no longer so obligated) or any Owner, shall have any liabilities or obligations in connection therewith.

Section 7.14 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Development. This Declaration, when executed, shall be filed of record in the Real Property Records of the County so that each and every owner or purchaser of any portion of the Development is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 7.15 Recorded Plat; Other Authorities. All dedications, limitations, restrictions and reservations that are shown on the Plats are deemed to be incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by the Declarant, conveying the Lots, whether specifically referred to therein or not. If other authorities, such as the City or the County, impose more demanding, expensive, extensive or restrictive requirements than those that are set forth herein (through zoning or otherwise), the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those that are set forth herein shall not supersede or diminish the requirements that are set forth herein.

Section 7.16 Additions to the Development. Additional property may become subject to this Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of this Declaration to such property, provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration.

(b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association. Any additions made pursuant to paragraphs (a) and (b) of this Section, when added, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(c) The Declarant shall have the right and option, without the joinder, approval or consent of any person(s) or entity(ies) to cause the Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or part) within 1 mile of any real property then subject to the jurisdiction of this Association. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme.

Section 7.17 No Warranty of Enforceability. While the Declarant has no reason to believe that any of the restrictive covenants or other terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants. Any Owner acquiring a Lot in the Development in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant and the Committee harmless therefrom. The Declarant shall not be responsible for the acts or omissions of any individual, entity or other Owners.

Section 7.18 Right of Enforcement. The failure by Declarant or the Committee to enforce any provision of this Declaration shall in no event subject Declarant or the Committee to any claims, liability, costs or expense; it being the express intent of this Declaration to provide Declarant with the right (such right to be exercised at its sole and absolute discretion), but not the obligation to enforce the terms of this Declaration for the benefit of any Owner(s) of any Lot(s) in the Development.

Section 7.19 Residential Construction Liability Act. Without waiving any rights under law or equity, all Owners acknowledge, covenant and agree that residential construction defect claims regarding any Home against the Declarant or any homebuilder in Texas are controlled by the Texas Residential Construction Liability Act (Tex. Prop. Code §27.001 *et seq.*, as amended) which preempts the Texas Deceptive Trade Practices Act (Tex. Bus. & Com. Code § 17.41 *et seq.*, as amended) and any other law.

Section 7.20 EPA Compliance. The Owner of each Lot agrees to comply with all EPA rules and regulations regarding erosion control and compliance with a Storm Water Pollution Prevention Plan affecting the Lots (the "Plan") which will include elements necessary for compliance with the nationwide general permit for construction activities administered by the EPA under the National Pollutant Discharge Elimination System. Each Owner acknowledges that the Declarant and any homebuilder will not bear any responsibility for complying with a Plan on any Lot upon the sale of each Lot in the subdivision.

Section 7.21 Soil Movement. Each Owner acknowledges that the failure or excessive movement of any foundation of any Home in the Subdivision can result in the diminished value and overall desirability of the entire Development. Each Owner agrees and understands that the maintenance of the moisture content of the soils on each Lot is necessary to preserve the structural integrity of each home in the Development. Each Owner also acknowledges that the long term value and desirability of

the Development is contingent upon each Owner maintaining their Home so that no structural failure or excessive soil movement occurs within the Development.

EACH OWNER IS HEREBY NOTIFIED THAT THE SOIL COMPOSITION IN TEXAS IN GENERAL AND THE DEVELOPMENT IN PARTICULAR AND THE CONDITION OF THE LOTS MAY RESULT IN THE SWELLING AND/OR CONTRACTION OF THE SOIL IN AND AROUND THE LOT IF THE OWNER OF THE LOT DOES NOT EXERCISE THE PROPER CARE AND MAINTENANCE OF THE SOIL REQUIRED TO PREVENT SOIL MOVEMENT.

If the Owner fails to exercise the necessary precautions, damage, settlement, movement or upheaval to the foundation may occur. Owners are highly encouraged to install and maintain proper irrigation around their Home or take such other measures to ensure even, proportional, and prudent watering around the foundation of the Home.

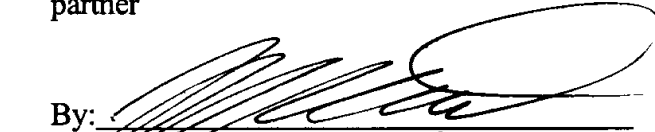
By each Owner's acceptance of a warranty deed to any Lot, each Owner, on behalf of Owner and Owner's representatives, successors and assigns, hereby acknowledge that the developer, Declarant, all homebuilders in the Subdivision, the Association, and the Committee shall not be responsible or liable for any damage, settlement, movement or upheaval to the foundation or any other part of the residence constructed on said Lot and hereby releases and forever discharges, developer, all homebuilders in the Subdivision, Declarant, Association, and the Committee, and their respective shareholders, members, officers, directors, partners, employees, agents, representatives, affiliates, attorneys, successors and assigns, of and from any and all claim for the relief and/or causes of actions, liabilities, damages and claims whatsoever, known or unknown direct or indirect, arising from or relating to the foundation and/or the residence constructed upon the Lot, including but not limited to any damage thereto caused by and/or related in any fashion to the soil condition upon which the same are constructed, the presence of groundwater and any other subsurface condition affecting the Lot and/or from the failure or improper or uneven watering of the Lot, inadequate grading or drainage facilities to carry water away from the foundation, or planting of improper vegetation near the foundation or any action which affects the drainage of any Lot.

The Owner of each Lot, and the Owner's legal representatives, successors and assigns, shall assume all risk and consequences to the residential structure, including but not limited to those arising or relating to the subsurface and surface soil condition in and around the Lot, the failure of the Owner or any other person or entity to exercise prudent maintenance procedures and/or the Owner's negligence in protecting and maintaining the integrity of the foundation and structure of the residence.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this the 14 day of June, 2008.

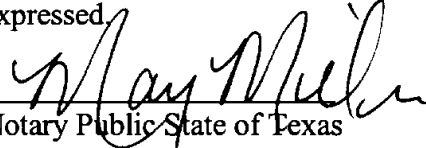
KB HOME LONE STAR LP, a Texas limited partnership

By: KBSA, Inc., a Texas corporation, its general partner

By: 
Name: JEFFREY L. DWORIN
Title: ASS'T. SECRETARY

The State of Texas §
 §
County of Travis §

This instrument was acknowledged before me on the 15th day of June, 2001, by Jeffrey L. Dworkin Ass't. Secretary of KBSA, Inc., the general partner of KB HOME Lone Star LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has executed the same for the purposes and consideration therein expressed.

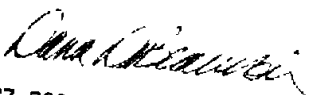

Notary Public State of Texas



After Recording Return To:

KB Home Lone Star LP
Attn: Legal Department
P.O. Box 5250
San Antonio, Texas 78201

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


06-27-2001 12 12 PM 2001104259
BENAVIDESV \$55 00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

**FOURTH SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

BERDOLL FARMS

Annexation of Meadows at Berdoll Farms Phase One Section One

THIS FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION (this "Fourth Supplement") is made and entered into effective as of October 16, 2002 by **KB HOME LONE STAR LP** ("Declarant").

WHEREAS, the Declarant filed for record that certain **Declaration of Covenants, Conditions and Restrictions for Berdoll Farms** on or about June 27, 2001 (the "Declaration") as **Document Number 2001104259** in the Real Property Records of Travis County, Texas (such property referenced in the Declaration with all property annexed to such property and subject to the Declaration, hereinafter, the "Original Property"); and

WHEREAS, Section 7.16 of the Declaration provides that the Declarant may annex property adjacent to or adjoining the Original Property or property adjacent to or adjoining property annexed to the Original Property in accordance with the terms and conditions set forth therein; and County, Texas

WHEREAS, the Declarant filed for the record that certain **First Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms (Annexation of Phase One Section Three)**, on or about June 3, 2002, as Document Number 2002101691, of the Real Property Records of Travis County, Texas

WHEREAS, the Declarant filed for the record that certain **Second Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms (Annexation of Phase Two Section Three)**, on or about September 20, 2001, as Document Number 2001158555, of the Real Property Records of Travis County, Texas

WHEREAS, the Declarant filed for the record that certain **Third Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms (Annexation of Phase One Section Four)**, on October 18, 2002, as Document Number 2002197811, of the Real Property Records of Travis County, Texas

WHEREAS, the Declarant owns certain property located adjacent to the Original Property known as **Meadows of Berdoll Farms Phase One Section One** as more particularly described in that certain Final Plat recorded as Document Number 200200248 of the Real Property Records of Travis County, Texas (the "Supplemental Property"); and

WHEREAS, Declarant desires to annex the Supplemental Property with the Original Property so that the terms, conditions, covenants and restrictions set forth in the Declaration shall apply to the Supplemental Property;

3

WHEREAS, unless otherwise provided in this Third Supplement, definitions contained in the Declaration shall have the same meaning in this Third Supplement; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Declarant hereby agrees to supplement the Declaration as follows:

1. Declaration in Effect. The foregoing recitations are true and correct.

2. Annexation of Supplemental Property. The Supplemental Property is hereby annexed into the Declaration and all terms, conditions, covenants and restrictions of the Declaration shall be applicable to the Supplemental Property, including, but not limited to the obligation to pay dues, charges and assessments to the Association that are required to maintain common areas (Lot 6/A outside of the 12 foot access drive also known as the 13.365 acre Greenbelt, Open Space/Drainage Easement/PUE and Water Quality Easement, as depicted on the Plat, excluding the sedimentation, filter and detention pond within the 12 foot access drive, lot 11/B, lot 20/C and lot 50/D), entry features, landscaping, drainage easements, and screening walls within the Property or future Property to be annexed with the Property.

3. No Further Changes. Except as expressly set forth herein, the Declaration shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Third Supplement as of the date and year first above written.

DECLARANT

KB HOME LONE STAR LP, a Texas limited partnership

By: KBSA, Inc., its general partner

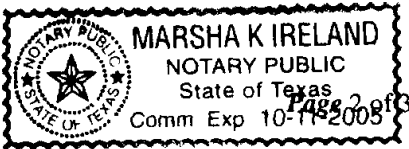
By: [Signature]
Name: John H. Zinsmeyer
Title: ASSISTANT SECRETARY

State of Texas §
 §
County of Travis §

This instrument was acknowledged before me this 16 day of October, 2002, by John Zinsmeyer, Assistant Sec. of KBSA, Inc., the general partner of KB Home Lone Star LP, a Texas limited partnership.

After recording return to:
KB Home Lone Star LP
Attn: Land Department
11911 Burnet Road
Austin, TX 78758

[Signature]
Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

10-28-2002 10 17 AM 2002203697
ZAVALAR \$13.00
DANA DEBEAUVOIR , COUNTY CLERK
TRAVIS COUNTY, TEXAS

SATCO/11/12

14

BYLAWS OF
BERDOLL FARMS (AUSTIN)
HOMEOWNERS' ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

ARTICLE I
DEFINITIONS

1.01. Definitions.

TRV 2002235646
 16 pgs

(a) All terms used herein, such as (but not by way of limitation) "owners", "lot", "land", "Areas of Common Responsibility", "Declarant", and "assessments" shall have the same meanings as set forth in that certain Declaration of Covenants, Conditions and Restrictions filed of record as 2001104259 of the Real Property Records of Travis County, Texas;

(b) "Act" shall refer to the Texas Non-Profit Corporation Act, as amended from time to time.

ARTICLE II
NAME

2.01. Name. The name of this corporation shall be Berdoll Farms (Austin) Homeowners' Association, Inc. (hereinafter called the "Association").

ARTICLE III

OFFICES OF THE ASSOCIATION

3.01. Principal Office. The initial principal office of the Association shall be located at 11911 Burnet Road, Austin, Texas, 78758, but meetings of members and directors may be held at such place within the State of Texas as may be designated by the Board of Directors.

3.02. Other Offices. The Association may also have offices at such other places both within and without the State of Texas as the Board of Directors may from time to time determine or as the business of the Association may require.

ARTICLE IV

ASSOCIATION RESPONSIBILITIES AND MEETINGS OF MEMBERS

4.01. Association Responsibilities. The members will constitute the Association, which shall be responsible for administering and enforcing the covenants, conditions and restrictions contained in the Declaration, including with respect to the collection and disbursement of charges and assessments as provided therein, and coordinating with other homeowners' associations in the adjacent subdivisions in administering and enforcing such covenants, conditions and restrictions through their respective boards of directors. In the event of any dispute or disagreement between any members relating to the land, or any questions of interpretation or application of the provisions of the Declaration, Articles of Incorporation or these Bylaws, such dispute or disagreement shall be submitted to the Board of Directors of the Association. The resolution of such dispute or disagreement by such Board of Directors shall be binding on each and all such members, subject to the right of members to seek other remedies provided by law after such determination by such Board of Directors.

4.02. Place of Meeting. Meetings of the Association shall be held at such suitable place, reasonably convenient to the members, within the State of Texas, County of Travis as the Board of Directors may determine.

4.03. Annual Meetings. The first meeting of the Association shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter unless otherwise determined by the Board. At such meetings, there shall be elected a Board of Directors by ballot of the members in accordance with the requirements of Article V of these Bylaws. The members may also transact such other business of the Association as may properly come before them at such meeting. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following such day which is not a legal holiday.

4.04. Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the members as directed by resolution of the Board of Directors or upon receipt of a written request of members entitled to vote at least one-fourth (1/4) of all of the votes of either class of membership. No business except as stated in the notice shall be transacted at a special meeting of the members. Any such meetings shall be held after the first annual meeting and shall be held within forty-five (45) days after receipt by the President of such request or petition.

4.05. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by the Secretary or Assistant Secretary of the Association not less than fifteen (15) nor more than thirty (30) days before the date of the meeting, either personally or by mail, to each member of record entitled to vote at such meeting. If mailed, such notice 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 books of the Association, with postage thereon prepaid. Business transacted at any special meeting shall be confined to the purposes stated in the notice or waiver thereof.

4.06. Quorum. The holders of one-tenth (1/10) of the votes of each class of membership, represented in person or by proxy, shall constitute a quorum for any meetings of members except as otherwise provided in the Articles of Incorporation, the Declaration or the Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members present, or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which may have been transacted at the meeting as originally notified.

4.07. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by a member of his lot.

4.08. Voting by Association and Members. The Association shall not be a voting member of the Association by virtue of its ownership of any lot. Each member may vote the number of votes and in the manner set forth in the Declaration and Articles of Incorporation.

4.09. Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) roll call and certifying proxies;
- (b) proof of notice of meeting or waiver of notice;
- (c) reading and disposal of unapproved minutes of prior meetings;
- (d) reports of officers;
- (e) reports of committees;
- (f) election of directors;

(g) unfinished business;

(h) new business; and

(i) adjournment.

4.10. Membership List. The officer or agent having charge of the membership books shall make, at least five (5) days before each meeting of members, a complete list of the members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and number of votes held by each, which list, for a period of five (5) days prior to such meeting, shall be kept on file at the principal office of the Association, and shall be subject to inspection by any member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting, and shall be subject to the inspection of any member during the whole time of the meeting. The original member books shall be prima facie evidence as to who are the members entitled to examine such list or to vote at any such meeting of members.

4.11. Action Taken Without a Meeting. Any action required by statute to be taken at an annual or special meeting of the members, or any action which is otherwise permitted by law or by these Bylaws, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of members. Subject to the provisions required or permitted by statute for notice of meetings, unless otherwise restricted by the Articles of Incorporation or these Bylaws, the members may participate in and hold a meeting by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other.

ARTICLE V

BOARD OF DIRECTORS

5.01. Number and Qualification. Until the first meeting of the Association, the affairs of the Association shall be governed by a Board of Directors consisting of the three (3) persons delineated in the Articles of Incorporation of the Association. At such first meeting, there shall be elected three (3) directors to the Board of Directors who shall thereafter govern the affairs of the Association until their successors have been duly elected and qualified.

5.02. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the land in keeping with the character and quality of the area in which it is located. The business and affairs of the Association shall be managed by or under the direction

of the Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Articles of Incorporation, these Bylaws or the Declaration directed or required to be exercised or done by the members.

5.03. No Waiver of Rights. The omission or failure of the Association or any member to enforce the covenants, conditions, restrictions, easements, uses, liens, limitations, obligations or other provisions of the Declaration, these Bylaws or the rules and regulations adopted pursuant thereto or hereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors shall have the right to enforce the same at any time thereafter.

5.04. Election and Term of Office. At the first meeting of the Association, the term of office for three (3) Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided herein.

5.05. Vacancies. Vacancies in the Board of Directors caused by death, resignation or disqualification (i.e., by any reason other than the removal of a Director by a vote of the Association as set forth in Section 5.06 hereof) shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until his successor is elected at the next annual meeting of the Association to serve out the unexpired term (if any) of his predecessor in office. Vacancies in the Board of Directors caused by a removal of a Director by a vote of the Association shall be filled in the manner set forth in Section 5.06 hereof.

5.06. Removal of Directors. At any annual or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by the affirmative vote of a majority of members of each class entitled to vote who are present at a meeting at which a quorum is present, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

5.07. Organizational Meeting. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the members at the annual meeting, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the members to fix the time and place of such first meeting of the newly elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the members, the meeting shall be held within ten (10) days after the annual meeting of the members at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a quorum of the Board of Directors shall be present.

5.08. 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 one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

5.09. Special Meetings. Special meetings of the Board of Directors may be called by the President upon five (5) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one (1) or more Directors.

5.10. Meeting by Telephonic Means. Members of the Board of Directors may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 5.10 shall constitute presence in person at the meeting.

5.11. Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting

5.12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors in office shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. Directors present by proxy may not be counted toward a quorum. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.13. Compensation. No member of the Board of Directors shall receive any compensation for acting as such.

5.14. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at any meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

5.15. Nomination and Election of Directors. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members or representatives of a member of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each 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 not less than the number of vacancies that are to be filled. Such nominations may be made from members or non-members. The appropriate number of members of the Board of Directors shall be elected at the annual meeting of members of the Association, which members of the Association shall vote the number of votes and in the manner set forth in the Declaration and the Articles of Incorporation.

ARTICLE VI

OFFICERS

6.01. Designation. The officers of the Association shall be a President, one (1) or more Vice-Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall, from time to time, appoint. Such officers need not be members of the Board of Directors. The office of President and Treasurer may be held by the same person, and the office of Vice-President and Secretary or Assistant Secretary may be held by the same person.

6.02. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors, and such new officers shall hold office subject to the continuing approval of the Board of Directors.

6.03. Resignation and Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor appointed at any regular or special meeting of the Board of Directors called for such purpose. An 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 such notice is received, or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.04. Vacancies. A vacancy in any office due to the death, resignation, removal or other disqualification of the officer previously filling such office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

6.05. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association, or as may be established by the Board of Directors or by the members of the Association at any annual or special meetings.

6.06. Vice-President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties, and shall also perform any duties he is directed to perform by the President.

6.07. Secretary. (a) The Secretary shall keep all of the minutes of the meetings of the Board of Directors and the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of Secretary as provided in the Declaration, Bylaws and Articles of Incorporation.

(b) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of the members and their last known addresses as shown on the records of the Association. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.08. Assistant Secretary. The Assistant Secretary, if any, shall have all the powers and authority to perform all the functions and duties of the Secretary in the absence of the Secretary or in the event of the Secretary's inability for any reason to exercise such powers and functions or to perform such duties, and also to perform any duties as directed by the Secretary.

6.09. Treasurer. (a) The Treasurer shall have custody of and be responsible for Association funds and for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

(b) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer, and of the financial condition of the Association.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

7.01. Indemnification. (a) The Association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent or employee of the Association. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Article 1396-2.22A of the Texas Non-Profit Corporation Act (the "Act"), then such persons named above shall be indemnified to the full extent permitted by the Act as it may exist from time to time.

(b) In case of a threatened or pending suit, action or proceeding (collectively, "Suit"), whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), against a person named in paragraph (a) above by reason of such person's holding a position named in such paragraph (a), the Association shall indemnify such person, if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the Suit as expenses (including court costs and attorneys' fees), amounts paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

(c) A person named in paragraph (a) above will be indemnified only if it is determined in accordance with paragraph (d) below that such person:

(i) acted in good faith in the transaction which is the subject of the Suit; and

(ii) reasonably believed:

(A) if acting in his or her official capacity as director, officer, agent or employee of the Association, that his or her conduct was in the best interests of the Association; and

(B) in all other cases, his or her conduct was not opposed to the best interests of the Association; and

(iii) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (c).

(d) A determination that the standard in paragraph (c) above has been satisfied must be made:

(i) by the Board of Directors by a majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding; or

(ii) if such quorum cannot be obtained, by a majority vote of a committee of the Board of Directors designated to act in the matter by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(iii) by special legal counsel selected by the Board of Directors or a committee of the Board of Directors by vote as set forth in subparagraphs (i) or (ii) above, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(e) Determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified by subparagraph (d)(iii) above for the selection of special legal counsel.

(f) The Association may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (a) through (e) above, but only in accordance with the provisions as stated in paragraph (d) above, and only after the person to receive the payment (i) signs a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under paragraph (c) above, and (ii) undertakes in writing to repay such advances if it is ultimately determined that such person is not entitled to indemnification by the Association. The written undertaking required by this paragraph must be an unlimited general obligation of the person but need not be secured. It may be accepted without reference to financial ability to make repayment.

(g) The indemnification provided by paragraphs (a) through (e) above will not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement, vote of members or disinterested Directors, or otherwise.

(h) The indemnification and advance payment provided by paragraphs (a) through (f) above will continue as to a person who has ceased to hold a position named in paragraph (a) above and will inure to such person's heirs, executors and administrators.

(i) The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not

the Association would have the power to indemnify such person against such liability under paragraphs (a) through (f) above.

(j) Indemnification payments and advance payments made under paragraphs (a) through (i) above are to be reported in writing to the members of the Association in the next notice or waiver of notice of annual meeting, or within twelve (12) months after the payments are made, whichever is sooner.

(k) All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to special assessment,

7.02. Other. The Board of Directors, officers, or representatives of the Association shall enter into contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners).

7.03. Interested Directors and Officers. (a) If paragraph (b) below is satisfied, no contract or transaction between the Association and any of its Directors or officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship or because of the presence or participation of such Director or officer at the meeting of the Board of Directors or committee thereof which authorizes such contract or transaction, or solely because such person's votes are counted for such purpose.

(b) The contract or transaction referred to in paragraph (a) above will not be void or voidable if:

(i) the contract or transaction is fair to the Association as of the time it is authorized, approved or ratified by the Board of Directors, a committee of the Board of Directors, or the members; or

(ii) the material facts as to the relationship or interest of each such Director or officer as to the contract or transaction are known or disclosed (A) to the members entitled to vote thereon and they nevertheless in good faith authorize or ratify the contract or transaction by a majority of the members present, each such interested person to be counted for quorum and voting purposes, or (B) to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the disinterested Directors present, each such interested Director to be counted in determining whether a quorum is present but not in calculating the majority necessary to carry the vote.

(c) The provisions contained in paragraphs (a) and (b) above may not be construed to invalidate a contract or transaction which would be valid in the absence of such provisions.

ARTICLE VIII

AMENDMENTS TO BYLAWS

8.01. Amendment to Bylaws. These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members in good standing and present in person or by proxy; provided, however, that such authority may be delegated by the majority of such members to the Board of Directors if allowed by the Act. In connection therewith, the Federal Housing Administration ("FHA"), the Veterans Administration ("VA") and/or the U.S. Department of Housing and Urban Development ("HUD") shall have the right to veto any amendments to these Bylaws as long as there is a Class B membership but only if the FHA or VA has approved the subdivision and has insured any mortgages secured by first liens on the lots and houses in the subdivision. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE IX

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS

9.01. Proof of Ownership. Except for those owners who purchase a lot from Developer, any person, on becoming an owner of a lot, shall furnish to the Board of Directors a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in the lot, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of members unless this requirement is first met.

9.02. Registration of Mailing Address. The owner or several owners of a lot shall have the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association. Such registered address of an owner or owners shall be deemed to be the mailing address of the lot owned by said owner or owners unless a different registered address is furnished by such owner(s) to the Board of Directors within fifteen (15) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the owners of the lot or by such person(s) as are authorized by law to represent the interest of all of the owner(s) thereof.

ARTICLE X

GENERAL

10.01. Assessments and Liens. As more fully provided in the Declaration, each Member shall pay to the Association annual and special assessments which are secured by a continuing lien upon the lot against which the assessment is made.

10.02. Abatement and Enjoyment. The violation of any rule or regulation, or the breach of any Bylaw or any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in the Declaration or herein, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of such violation or breach.

10.03. Committees. The Association may appoint an Architectural Control Committee, subject to the terms of and as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

10.04. Books and Records. The books, records and accounts of the Association shall, at reasonable times upon reasonable written notice, be subject to inspection by any member at such member's sole cost and expense. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, and copies of such documents may be purchased from the Association at a reasonable cost.

10.05. Non-Profit Association. This Association is not organized for profit. No member of the Association, member of the Board of Directors, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any member of the Board of Directors, officer or member; provided, however, that (a) reasonable compensation may be paid to any member, Director or officer while acting as an agent or employee of a third party for services rendered to the Association in effecting one or more of the purposes of the Association, and (b) any member, Director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

10.06. Execution of Documents. The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President or any Vice President, and the Secretary or any Assistant Secretary, of the Association.


10.07. Proxy for Beneficiary or Mortgagee Under Deed of Trust. Owners shall have the right to irrevocably constitute and appoint their Mortgagees their true and lawful attorney to vote their lot membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominees any and all rights, privileges and powers that they have as owners under the Bylaws of this Association or by virtue of the Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary or Assistant Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association or the owners to carry out their duties as set forth in the Declaration. Such proxy shall be valid until such time as a release of the beneficiary's deed of trust is executed and a copy thereof delivered to the Secretary or Assistant Secretary of the Association, which shall operate to revoke such proxy. Such proxy may be terminated prior to such revocation by the beneficiary's delivering written notice of such termination to the Secretary or Assistant Secretary of the Association. Nothing herein contained shall be construed to relieve owners of, or to impose upon the beneficiary of the Deed of Trust, the duties and obligation of an owner.

10.08. Conflicting or Invalid Provisions. Notwithstanding anything contained herein to the contrary, should all or part of any Article or Section of these Bylaws be in conflict with the provisions of the Act or any other Texas law, such Act or law shall control, and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall be valid and operative.

10.09. Notices. All notices to members of the Association shall be given by delivering the same to each owner in person or by depositing the notices in the U.S. Mail, postage prepaid, addressed to each owner at the address last given by each owner to the Secretary of the Association. If an owner shall fail to give an address to the Secretary for mailing of such notices, all such notices shall be sent to the street address of the lot of such owner. All owners shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such addresses irrespective of the actual receipt of the notices by the owners

10.10. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

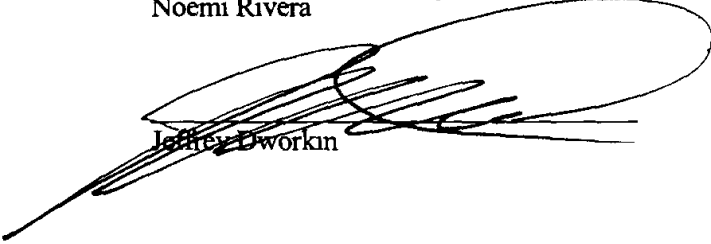
IN WITNESS WHEREOF, we, being all of the directors of Berdoll Farms (Austin) Homeowners' Association, Inc., have hereunto set our hands this 26 day of November 2001



John Zinsmeyer



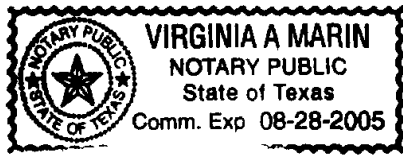
Noemi Rivera



Jeffrey Dworkin

STATE OF TEXAS)
COUNTY OF TRAVIS)

Executed this the 26th day of November, 2001, by John Zinsmeyer, Noemi Rivera and Jeffrey Dworkin, as Directors of the Homeowners' Association of Berdoll Farms (Austin) Inc., a Texas Corporation, for the purposes and consideration therein expressed



Virginia A. Marin

Notary Public in and for the State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

12-06-2002 12:47 PM 2002235646
EVANSK \$39.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

Return to:
San Antonio Title
9101 Burnett #203
Austin, TX 78758
Kathy Guliano (Kim M. info)



2

RESOLUTION OF THE BOARD OF DIRECTORS

BERDOLL FARMS (AUSTIN) HOMEOWNERS ASSOCIATION, INC.

WHEREAS, a duly called meeting of the Board of Directors of the Berdoll Farms (Austin) Homeowners Association, Inc., (the "Association") was held the 29th day of April, 2004; and

WHEREAS, a quorum of the Members of the Board attended said meeting; and

WHEREAS, pursuant to a Motion duly made and seconded, the following resolution was adopted by the Board:

RESOLUTION

WHEREAS, all property within the subdivision is subject to the annual levy of assessments in an amount determined by the Board of Directors of the Association; and

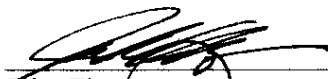
WHEREAS, pursuant to applicable law the business and affairs of the Association are managed by the Board of Directors; and

WHEREAS, the Board of Directors of the Association finds that it is in the best interest of the Association to adopt the assessment and billing cycle for 2005 and subsequent years set out below.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors that commencing with the assessments due and payable for the year 2005, and continuing unless and until modified by further direction of the Board of Directors, invoices for payment of the semi-annual assessment will be sent to all owners on February 15th and August 15th of each year. The due date for payment of such assessment will be March 30th and September 30th of the year and the payment will be past-due and delinquent after such dates. Past due and delinquent accounts will be assessed monthly collection and late fees. Owners closing on their property from January 1 through February 15th of the year will pay a prorated assessment at closing and will not be invoiced on the 15th. Written notice of the adoption of these rules shall be given to all Owners within the subdivision by the Manager of the Association.

ADOPTED AND EFFECTIVE this 29 day of April, 2004.

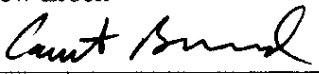
BOARD OF DIRECTORS
BERDOLL FARMS (AUSTIN)
HOMEOWNERS ASSOCIATION, INC.



John Zinsmeyer



Andrew Erben



Carter Breed

RESOLUTION OF THE BOARD OF DIRECTORS

BERDOLL FARMS (AUSTIN) HOMEOWNERS ASSOCIATION, INC.

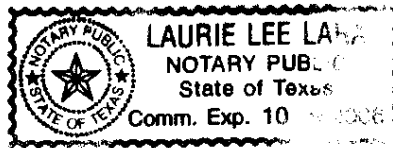
ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on April 29th, 2004,
by Berdoll Farms BOD, in the capacity stated above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of
April 2004.

Laurie Lee Lara
Notary Public



Return:

Alliance Assoc. Mgmt. - Kathy Juliano
3355 Bee Caves Ste. 510
Austin, TX 78746

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2004 Jun 23 01:42 PM 2004120473

GONZALES \$16.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



**RESOLUTIONS OF THE BOARD OF DIRECTORS
ADOPTING RULES FOR THE BERDOLL FARMS (AUSTIN) HOMEOWNERS'
ASSOCIATION, INC.**

I, John H. Zinsmeyer, President of Berdoll Farms (Austin) Homeowners' Association, Inc., a not for profit corporation duly organized and existing under the laws of the State of Texas, (the "Association") do hereby certify the records and minutes of the proceedings of the Board of Directors of said Corporation, and that on the 29th day of April, 2004 there was duly and legally held a 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) Standard Violation Process:
 1st Violation – Warning
 2nd Violation for same offense – Notice of Intent to Fine with Option of 30-day Hearing
 3rd Violation for same offense with Fine - \$50.00 plus administrative costs
 4th Violation for same offense with Fine - \$100.00 plus administrative costs
 Continuous Violations for same offense thereafter - \$100.00 plus administrative costs
- 3) 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.

Approved this 29th day of April, 2004.

BERDOLL FARMS (AUSTIN) HOMEOWNERS'
ASSOCIATION, INC.

By: [Signature] 4/29/04
John H. Zinsmeyer Date

Title: President

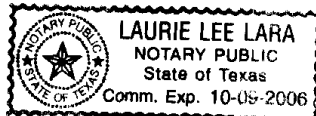
ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on 4/29/04
by John H. Zinsmeyer in the capacity stated above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of
April 2004.

[Signature]
Notary Public



Return:
Alliance Assoc. Mgmt. - Kathy
3355 Bee Caves #510
Austin, TX 78746

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature]

2004 Jun 23 01:42 PM 2004120475

GONZALES \$14.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS



**UNANIMOUS WRITTEN CONSENT OF DIRECTORS
IN LIEU OF MEETING
BERDOLL FARMS (AUSTIN) HOMEOWNERS' ASSOCIATION, INC.**

Article 1396-9.10 of the Texas Non-Profit Corporation Act provides that unless otherwise restricted by the Articles of Incorporation or Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting of the Board of Directors if a consent, in writing, setting forth the action so taken is signed by all members of the Board of Directors. Accordingly, pursuant to such statutory authority, the undersigned, being all of the Members of the Board of Directors of the **BERDOLL FARMS (AUSTIN) HOMEOWNERS' ASSOCIATION, INC.** (the "Association"), hereby consent to the adoption of the following resolutions by consent of all Members of the Board of Directors as of effective date of this unanimous consent:

RESOLUTION:

WHEREAS, the Association has the responsibility to collect unpaid assessments, interest, late fees, and related costs owed by Members of the Association; and

WHEREAS, from time to time Members of the Association seek the protection from creditors afforded by federal law and the United States Bankruptcy Code; and

WHEREAS, in such instances it is appropriate for the Association to file Proof of Claim forms with the United States Bankruptcy Court in an effort to recover the sums due the Association; and

WHEREAS, the Proof of Claim form must be signed by a person authorized to execute the same on behalf of the creditor; and

WHEREAS, the Board finds that it is in the best interest of the Association and its Members to authorize the Managing Agent of the Association to execute Proof of Claim forms, prepared by the Association attorney, on behalf of the Association, and have the attorney file all necessary Proof of Claim forms on behalf of the Association.

NOW, THEREFORE, BE IT RESOLVED that in order to protect the interests of the Association and its Members, the Managing Agent of the Association is authorized to execute Proof of Claim forms, prepared by the Association attorney, on behalf of the Association, and to have the Association attorney file the same in the appropriate Bankruptcy Court when a Member who owes monies to the Association files for bankruptcy protection.

Dated: 1/3/06

[Signature], Director

Dated: 1/3/06

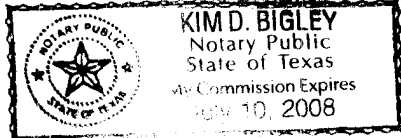
Pam Mills, Director

Dated: 1/3/06

Jocelyn Lara, Director

STATE OF TEXAS §
COUNTY OF Travis §

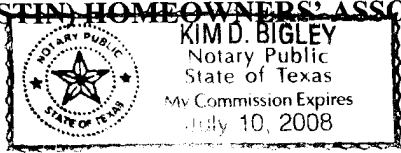
This Resolution is acknowledged before me on this the 17th day of December, 2005 by JOHN ZINSMEYER (Name), Board of Director for **BERDOLL FARMS (AUSTIN) HOMEOWNERS' ASSOCIATION, INC.**



Kim D Bigley
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Travis §

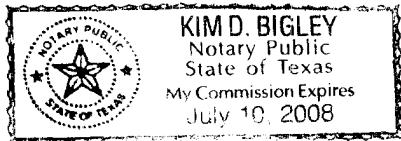
This Resolution is acknowledged before me on this the 17th day of December, 2005 by Pam Mills (Name), Board of Director for **BERDOLL FARMS (AUSTIN) HOMEOWNERS' ASSOCIATION, INC.**



Kim D Bigley
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Travis §

This Resolution is acknowledged before me on this the 17th day of December, 2005 by LAURIE LARA (Name), Board of Director for **BERDOLL FARMS (AUSTIN) HOMEOWNERS' ASSOCIATION, INC.**



Kim D Bigley
Notary Public, State of Texas

**Please Return Recorded Copy To
Alliance Association Management
3355 Bee Caves Rd., Suite 510
Austin, Texas 78746
Attn: Barbara Taylor**

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 Mar 08 02:12 PM 2006041707

CRIDERL \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

**RESOLUTIONS OF THE BOARD OF DIRECTORS
ADOPTING RULES FOR BERDOLL FARMS (AUSTIN) HOMEOWNERS
ASSOCIATION, INC.**



OTHER 2007023262
1 PG

I, John Zinsmeyer, President of Berdoll Farms (Austin) Homeowners Association, Inc., 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 7th day of December, 2006 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 will 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) Standard Violation Process:
1st Violation – Warning
2nd Violation - Warning
3rd Violation – Non cured violations will be turned over to the Associations attorney that will incur attorney fee's and fines.
- 3) 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.

Approved this 21st day of December, 2006.

Berdoll Farms (Austin) Homeowners Association, Inc.

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 21st day of December 2006.

[Signature]
Secretary

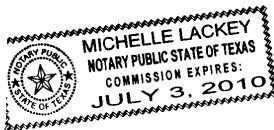
ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF Travis

This instrument was acknowledged before me on December 21, 2006,
by John Zinsmeyer, in the capacity stated above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of
December 2006.

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.



[Signature]
Notary Public

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature]

2007 Feb 09 09:44 AM 2007023262

HERRERAR \$16.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Ret.
Alliance Assoc. Mgmt.
115 Wild Basin Rd #308
Austin, TX 78746



**FIRST AMENDMENT TO BYLAWS
OF
BERDOLL FARMS (AUSTIN)
HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, pursuant to the provisions of Article 8.01 of the Bylaws of Berdoll Farms (Austin) Homeowners Association, Inc.:

These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members in good standing and present in person or by proxy...

WHEREAS, at the duly called regular annual meeting of the members held on October 16, 2007, a quorum was established; and


WHEREAS, at said meeting a majority of a quorum of members in good standing and present in person or by proxy voted to amend Article 4.06 of the Bylaws, by deleting the prior Article 4.06 and substituting the provision set out herein for the purpose of modification of the quorum requirement for meetings of the members of the Association:

NOW, THEREFORE, the undersigned President and Secretary of the Association do hereby attest that on October 16, 2007, the members of the Association, by required vote, amended Article 4.06 of the Bylaws of the Association and that, as amended by the Association, the referenced provisions of the Bylaws now read in their entirety as follows:

4.06 Quorum. The holders of one-tenth (1/10) of the votes of each class of membership, represented in person or by proxy, shall constitute a quorum for any meetings of members, except as otherwise provided in the Articles of Incorporation, the Declaration or the Bylaws. If any regular or special meeting of the members cannot be held because the attendance of a quorum of members, in person or by proxy, of the holders of one-tenth (1/10) of the votes of each class of membership cannot be established, then such meeting may be adjourned by a vote of a majority of the members there present and reconvened from time to time. No notice of the continuation of the meeting shall be required, other than the announcement at the meeting adjournment and the time and place for convening of the adjourned meeting. At such continuation of the adjourned meeting, the quorum requirement for establishment of the meeting shall be the presence, in person or by proxy of members entitled to vote five percent (5%) of the outstanding votes of each class of members. At such adjourned meeting, at which the revised quorum shall be present or represented, any business may be transacted which may have been transacted at the meeting as originally notified.

TO CERTIFY WHICH we hereby affix our signatures this 10 day of December, 2007.

Berdoll Farms (Austin) Homeowners Association, Inc.



President

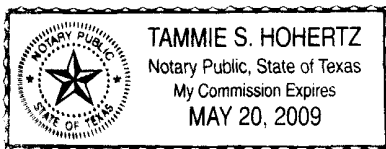
ATTEST:

Kim Todd
Secretary

STATE OF TEXAS
COUNTY OF TRAVIS

On this 10th day of December, 2007, before the undersigned officer, personally appeared John Zinsmeyer and Kim Todd, who acknowledged themselves to be President and Secretary, respectively, of Berdoll Farms (Austin) Homeowners Association, Inc., the corporation described in the foregoing instrument; and they being authorized so to do, executed the foregoing instrument on behalf of the corporation by signing their names as such officers confirming that the forgoing First Amendment to Bylaws of Berdoll Farms (Austin) Homeowners Association Inc., was duly adopted by the vote of a majority of a quorum of members in good standing and present in person or by proxy at the annual meeting of the members of the Association held on the 16th day of October, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Tammie S. Hohertz
NOTARY PUBLIC, STATE OF TEXAS

Return:

KB Home's
11911 Burnet Rd
Austin TX 78758

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Dec 27 09:47 AM 2007229421

FERGUSONLL \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Return:

Associa
115 Wild Basin Rd Ste 308
Austin TX 78744

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2008 Mar 12 03:08 PM 2008039065

FERGUSONLL \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



4

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BERDOLL FARMS**

THE STATE OF TEXAS

COUNTY OF TRAVIS

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BERDOLL FARMS (this "Amendment") is executed to be effective as of the date set forth below by KB Home Lonestar LP (the "Declarant").

RECITALS

WHEREAS, KB HOME LONE STAR, L.P., a Texas limited partnership ("Declarant"), filed for record that certain Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, recorded as Document No. 2001104259, Official Public Records of Travis County, Texas (as supplemented, the "Declaration") and made the same applicable to that certain real property described as follows:

Berdoll Farms Phase One, Section 1, a subdivision in Travis County, Texas according to the map or plat thereof filed of record as Document No. 200100186 in the Official Public Records of Travis County, Texas;

Berdoll Farms Phase One, Section 2, a subdivision in Travis County, Texas according to the map or plat thereof filed of record as Document No. 200100187 in the Official Public Records of Travis County, Texas;

Berdoll Farms Phase Two, Section 1, a subdivision in Travis County, Texas according to the map or plat thereof filed of record as Document No. 200100185 in the Official Public Records of Travis County, Texas; and

Berdoll Farms Phase Two, Section 2, a subdivision in Travis County, Texas according to the map or plat thereof filed of record as Document No. 200100184 in the Official Public Records of Travis County, Texas;

WHEREAS, by that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, of record as Document No. 2002101691 in the Official Public Records of Travis County, Texas, the Declarant did subject that certain property known as Berdoll Farms, Phase One, Section 3 (as more particularly described in the map or plat of record as Document No. 200100266 of the Official Public Records of Travis County, Texas) to the terms and provisions of the Declaration as amended; and

WHEREAS, by that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, of record as Document No. 2002101691 in the Official Public Records of Travis County, Texas, the Declarant did subject that certain property known as Berdoll Farms, Phase Two, Section 3 (as more particularly described in the map or plat of record as Document No. 200100265 of the Official Public Records of Travis County, Texas) to the terms and provisions of the Declaration as amended; and

WHEREAS, by that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, of record as Document No. 2002197011 in the Official Public Records of Travis County, Texas, the Declarant did subject that certain property known as Berdoll Farms, Phase One, Section 4 (as more particularly described in the map or plat of record as Document No. 200100360 of the Official Public Records of Travis County, Texas) to the terms and provisions of the Declaration as amended; and

WHEREAS, by that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, of record as Document No. 2002203697 in the Official Public Records of Travis County, Texas, the Declarant did subject that certain property known as Meadows of Berdoll Farms, Phase One, Section 1 (as more particularly described in the map or plat of record as Document No. 200200288 of the Official Public Records of Travis County, Texas) to the terms and provisions of the Declaration as amended; and

WHEREAS, by that certain Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, of record as Document No. 2004064783 in the Official Public Records of Travis County, Texas, the Declarant did subject that certain property known as Meadows of Berdoll Farms, Phase One, Section 2 (as more particularly described in the map or plat of record as Document No. 200400113 of the Official Public Records of Travis County, Texas) to the terms and provisions of the Declaration as amended; and

WHEREAS, by that certain Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, of record as Document No. 2003150977 in the Official Public Records of Travis County, Texas, the Declarant did subject that certain property known as Meadows of Berdoll Farms, Phase One, Section 3 (as more particularly described in the map or plat of record as Document No. 200300167 of the Official Public Records of Travis County, Texas) to the terms and provisions of the Declaration as amended; and

WHEREAS, by that certain Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, of record as Document No. 2004064693 in the Official Public Records of Travis County, Texas, the Declarant did subject that certain property known as Meadows of Berdoll Farms, Phase Two, Section 1 (as more particularly described in the map or plat of record as Document No. 200400112 of the Official Public Records of Travis County, Texas) to the terms and provisions of the Declaration as amended; and

WHEREAS, Article 7.5 (a) of the Declaration, as amended and/or supplemented, provides in relevant part as follows:

“...Declarant shall have the right to execute and record amendments to this Declaration without the consent or approval of any other party...for the purpose of correcting technical errors or for the purpose of clarification....”

WHEREAS, Declarant desires to modify the language of Article 6.7 (i) of the Declaration in order to clarify provisions of the Declaration providing for the use and storage of trash containers.

NOW, THEREFORE, in consideration of the foregoing, the Declaration hereby amends the Declaration for the above-referenced purposes by amending Article 6.7 (i) of the Declaration to read in its entirety as follows:

Article 6.7 (i) of the Declaration is amended to read in its entirety as follows:

No Lot or other area of the Property shall be used as a dumping ground for rubbish or accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers and shall be concealed from public view except on designated trash collection days. All such containers shall be set out for collection no earlier than 5:00 P.M. on the day before the scheduled collection day and shall be concealed from public view no later than 9:00 A.M. on the day following the scheduled collection day. All containers for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may only be stored on Lots during construction of the improvement thereon.

The Declaration as defined herein is hereby ratified and confirmed, except as it may be inconsistent with this First Amendment to the Declaration, in which case this First Amendment will control.

No Further Changes. Except as expressly set forth in this Amendment, the Declaration shall remain unchanged and shall continue in full force and effect.

EFFECTIVE as of June 19, _____, 2008.

KB HOME LONE STAR L.P.
a Texas limited partnership

By: KBSA Inc., a Texas corporation, its general partner

By: [Signature]
John H. Zinsmeyer, _____

THE STATE OF TEXAS

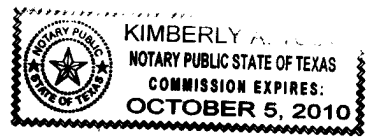
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 19 day of June, 2008 by John H. Zinsmeyer, as Vice President of KBSA, Inc., the general partner of KB Home Lonestar, L.P. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Signature]
NOTARY PUBLIC, State of Texas

Return:

Glean Weichert
3821 Juniper Trace St. 108
Austin TX 78738



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature]

2008 Jul 03 09:52 AM 2008112942

FERGUSONLL \$28.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



**SECOND AMENDMENT TO BYLAWS
OF
BERDOLL FARMS (AUSTIN)
HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, pursuant to the provisions of Article 8.01 of the Bylaws of Berdoll Farms (Austin) Homeowners Association, Inc.:

These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members in good standing and present in person or by proxy...

WHEREAS, at the duly called regular annual meeting of the members held on November 1, 2010, a quorum was established; and

WHEREAS, at said meeting a majority of a quorum of members in good standing and present in person or by proxy voted to amend Article 5.01 of the Bylaws, by deleting the prior Article 5.01 and substituting the provision set out herein for the purpose of increasing the number of members of the Board of Directors from three (3) to five (5); and

WHEREAS, at said meeting a majority of a quorum of members in good standing and present in person or by proxy voted to amend Article 5.04 of the Bylaws, by deleting the prior Article 5.04 and substituting the provision set out herein for the purpose of providing for staggered terms for members of the Board of Directors and to increase the term that a member of the Board serves from one to three years (except as necessary to create the staggered terms as provided in the amendment).

NOW, THEREFORE, the undersigned President and Secretary of the Association do hereby attest that on November 1, 2007, the members of the Association, by required vote, amended Articles 5.01 and 5.04 of the Bylaws of the Association and that, as amended by the Association, the referenced provisions of the Bylaws now read in their entirety as follows:

5.01 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors consisting of five (5) persons, each of whom must be a Member of the Association and an owner of a Lot subject to assessment by the Association.

5.04 Election and Term of Office. The term of office for the five (5) Directors shall be fixed at three (3) years, save and except that at the annual meeting of the Association to be held in 2010 the members shall elect one (1) Director for a term of one (1) year, two (2) Directors for a term of two (2) years and two (2) Directors for a term of three (3) years. At that meeting, the Directors shall be elected as follows: the candidate receiving the fifth-highest number of votes shall be elected for a term of one (1) year, the two candidates receiving the fourth-highest and third-highest number of votes shall each be elected to a term of two (2) years, and the two candidates receiving the second-highest and highest number of votes shall each be elected to a term of three (3) years. Thereafter, at the expiration of the term of any Director, their successor shall be elected to serve a term of three (3)

years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as otherwise provided herein.

TO CERTIFY WHICH we hereby affix our signatures this 8 day of Dec, 2010.

Berdoll Farms (Austin) Homeowners Association, Inc.

Trudy Richards
President

ATTEST:

Grace Curry
Secretary

STATE OF TEXAS
COUNTY OF TRAVIS

On this 8 day of Dec, 2010, before the undersigned officer, personally appeared Trudy Richards and Grace Curry, who acknowledged themselves to be President and Secretary, respectively, of Berdoll Farms (Austin) Homeowners Association, Inc., the corporation described in the foregoing instrument; and they being authorized so to do, executed the foregoing instrument on behalf of the corporation by signing their names as such officers confirming that the forgoing Second Amendment to Bylaws of Berdoll Farms (Austin) Homeowners Association Inc., was duly adopted by the vote of a majority of a quorum of members in good standing and present in person or by proxy at the annual meeting of the members of the Association held on the 1st day of November, 2010.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



SEAL

Bridget Gregory
NOTARY PUBLIC, STATE OF TEXAS

Return:

Weichert Law Firm
3821 Juniper Trace, Ste 100
Austin TX 78738

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dec 29, 2010 09:43 AM

DAVISD: \$20.00

2010194376

Dana DeBeauvoir, County Clerk
Travis County TEXAS



5/10

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BERDOLL FARMS**

THE STATE OF TEXAS

COUNTY OF TRAVIS

This SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BERDOLL FARMS (this "Amendment") is executed to be effective as of the date set forth below by KB Home Lonestar LP (the "Declarant").

RECITALS

WHEREAS, KB HOME LONE STAR, L.P., a Texas limited partnership ("Declarant"), filed for record that certain Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, recorded as Document No. 2001104259, Official Public Records of Travis County, Texas (as supplemented, the "Declaration") and made the same applicable to that certain real property described as follows:

Berdoll Farms Phase One, Section 1, a subdivision in Travis County, Texas according to the map or plat thereof filed of record as Document No. 200100186 in the Official Public Records of Travis County, Texas;

Berdoll Farms Phase One, Section 2, a subdivision in Travis County, Texas according to the map or plat thereof filed of record as Document No. 200100187 in the Official Public Records of Travis County, Texas;

Berdoll Farms Phase Two, Section 1, a subdivision in Travis County, Texas according to the map or plat thereof filed of record as Document No. 200100185 in the Official Public Records of Travis County, Texas;
and

Berdoll Farms Phase Two, Section 2, a subdivision in Travis County, Texas according to the map or plat thereof filed of record as Document No. 200100184 in the Official Public Records of Travis County, Texas;

WHEREAS, by that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, of record as Document No. 2002101691 in the Official Public Records of Travis County, Texas, the Declarant did subject that certain property known as Berdoll Farms, Phase One, Section 3 (as more particularly described in the map or plat of record as Document No. 200100266 of the Official Public Records of Travis County, Texas) to the terms and provisions of the Declaration as amended; and

WHEREAS, by that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, of record as Document No. 2002101691 in the Official Public Records of Travis County, Texas, the Declarant did subject that certain property known as Berdoll Farms, Phase Two, Section 3 (as more particularly described in the map or plat of record as Document No. 200100265 of the Official Public Records of Travis County, Texas) to the terms and provisions of the Declaration as amended; and

WHEREAS, by that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, of record as Document No. 2002197011 in the Official Public Records of Travis County, Texas, the Declarant did subject that certain property known as Berdoll Farms, Phase One, Section 4 (as more particularly described in the map or plat of record as Document No. 200100360 of the Official Public Records of Travis County, Texas) to the terms and provisions of the Declaration as amended; and

WHEREAS, by that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, of record as Document No. 2002203697 in the Official Public Records of Travis County, Texas, the Declarant did subject that certain property known as Meadows of Berdoll Farms, Phase One, Section 1 (as more particularly described in the map or plat of record as Document No. 200200288 of the Official Public Records of Travis County, Texas) to the terms and provisions of the Declaration as amended; and

WHEREAS, by that certain Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, of record as Document No. 2004064783 in the Official Public Records of Travis County, Texas, the Declarant did subject that certain property known as Meadows of Berdoll Farms, Phase One, Section 2 (as more particularly described in the map or plat of record as Document No. 200400113 of the Official Public Records of Travis County, Texas) to the terms and provisions of the Declaration as amended; and

WHEREAS, by that certain Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, of record as Document No. 2003150977 in the Official Public Records of Travis County, Texas, the Declarant did subject that certain property known as Meadows of Berdoll Farms, Phase One, Section 3 (as more particularly described in the map or plat of record as Document No. 200300167 of the Official Public Records of Travis County, Texas) to the terms and provisions of the Declaration as amended; and

WHEREAS, by that certain Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, of record as Document No. 2004064693 in the Official Public Records of Travis County, Texas, the Declarant did subject that certain property known as Meadows of Berdoll Farms, Phase Two, Section 1 (as more particularly described in the map or plat of record as Document No. 200400112 of the Official Public Records of Travis County, Texas) to the terms and provisions of the Declaration as amended; and

WHEREAS, by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Berdoll Farms, of record at Document No. 2008112942.

Official Public Records of Travis County, Texas, the Declarant did amend the Declaration by revising Article 6.7 (i) of the Declaration as provided in said amendment; and

WHEREAS, by Certificate of Merger duly filed with the Texas Secretary of State on June 28, 2007, KB HOME LONE STAR, L.P. was merged into KB HOME Lone Star, Inc., a Texas corporation, with the corporation succeeding to all rights, title and obligations of L.P., including those of Declarant as recited above; and

WHEREAS, Article 7.5 (a) of the Declaration, as amended and/or supplemented, provides in relevant part as follows:

“...Declarant shall have the right to execute and record amendments to this Declaration without the consent or approval of any other party...for the purpose of correcting technical errors or for the purpose of clarification....”

WHEREAS, Declarant desires to modify the language of Article 6.7 (a) and (q) to clarify provisions related to construction of the Declaration in order to clarify provisions of the Declaration providing for the installation and construction of children’s playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment and similar buildings and to remove some provisions from 6.7 (a) of the Declaration and consolidate such provisions in 6.7 (q) of the Declaration.

NOW, THEREFORE, in consideration of the foregoing, the Declaration hereby amends the Declaration for the above-referenced purposes by amending Article 6.7 (a) of the Declaration to read in its entirety as follows:

Article 6.7 (a) of the Declaration is amended to read in its entirety as follows:

No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character shall be permitted on any Lot except that the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a specifically permitted Lot during construction of the residence on that Lot. No building material of any kind or character shall be placed or stored upon the Property until construction is ready to commence, and then such material shall be placed totally within the property lines of the Lot upon which the improvements are to be erected.

Article 6.7 (q) of the Declaration is amended to read in its entirety as follows:

Except for children’s playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected on the Property.

Notwithstanding the foregoing, any storage building on a Property (including buildings for storage of lawn maintenance equipment constructed elsewhere) (a) may not exceed eight (8) feet in height, (b) may not be visible from any front or side street except for the portion of the building which may extend above the six-foot height limitation for fences within the Property, (c) must be made out of materials that are harmonious with the primary residence (i.e.-painted the same color as the house, shingles to match the house, etc.) and (d) must be located within all setback lines and easements affecting any Property. All structures addressed in this paragraph, whether constructed elsewhere or site built on the Lot, shall be submitted to and approved by the Association's Architectural Control Committee or its designated agent prior to construction or installation. As a condition of approval, the Architectural Control Committee shall have the right to require the Owner to locate the structure on the Lot in a location which, in the Committee's discretion, will minimize the visual impact of the structure on surrounding Lots and from adjacent streets.

The Declaration as defined herein is hereby ratified and confirmed, except as it may be inconsistent with this Second Amendment to the Declaration, in which case this Second Amendment will control.

No Further Changes. Except as expressly set forth in this Amendment, the Declaration shall remain unchanged and shall continue in full force and effect.

EFFECTIVE as of DECEMBER 14, 2010.

KB HOME LONE STAR INC.
a Texas corporation

By: 
John H. Zinsmeyer, Vice President

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 14th day of December 2010 by John H. Zinsmeyer, as Vice President of KB HOME Lone Star, Inc., a Texas corporation known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.




NOTARY PUBLIC, State of Texas

Return:

Weichert Law Firm

3821 Juniper Trace Ste 106

Austin TX 78738

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dec 29, 2010 09:43 AM

2010194378

DAVISD: \$32.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

2010 DEC 29 09:43 AM
TRAVIS COUNTY CLERK
DAVISD: \$32.00
2010194378



**RESOLUTIONS OF THE BOARD OF DIRECTORS
ADOPTING RULES FOR BERDOLL FARMS (AUSTIN) HOMEOWNERS
ASSOCIATION, INC.**

Handwritten initials and marks

I, Trudy Richards, President of Berdoll Farms (Austin) Homeowners Association, Inc., 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 January, 2011 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 will be applied first to nonassessment obligations of the Owner, such as fines, late charges, returned check charges, attorney's fees, user fees, damages, etc., regardless of notations on checks and transmittal letters."
- 2) Standard Violation Process:
1st Violation – Warning
2nd Violation - Warning
3rd Violation – Non cured violations will be turned over to the Associations attorney that will incur attorney fee's and fines.
- 3) 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.

Approved this 12th day of January, 2011.

Berdoll Farms (Austin) Homeowners Association, Inc.

By: *Trudy Richards*
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 12th day of January 2011.

Janice G. ...
Secretary

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF Travis

This instrument was acknowledged before me on January 12, 2011, by Trudy Richards, in the capacity stated above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of January 2011.



Budget Gregory
Notary Public

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Apr 19, 2011 01:22 PM 2011055520

GONZALESM: \$16.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS



Handwritten mark

**RESOLUTIONS OF THE BOARD OF DIRECTORS
ADOPTING RULES FOR BERDOLL FARMS (AUSTIN) HOMEOWNERS
ASSOCIATION, INC.**

I, Caleb Harris, [Signature] of BERDOLL FARMS (AUSTIN) HOMEOWNERS
ASSOCIATION, INC.

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 1 day of May, 20 12 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, attorney's fees, user fees, damages, etc., regardless of notations on checks and transmittal letters."
- 2) Standard Violation Process:
 - 1st Violation - Letter
 - 2nd Violation with Fine - certified notice of fine
 - 3rd Violation with Fine - 75
 - 4th Violation with Fine - 75
 - 5th Violation with Fine - 75
 - Continuous Violations thereafter - 100
- 3) 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.

Approved this 1 day of May, 20 12

By: [Signature]
Title: President

FURTHER RESOLVED, that these rules shall be effective upon execution.

IN WITNESS WHEREOF, I have here unto set my hand as President of said Corporation, this
1 day of May, 20 12.

[Signature]
HOA, President - Caleb M. Harris

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF Travis

This instrument was acknowledged before me on May 1, 2012
by Caleb Harris, in the capacity stated above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1 day of
May, 2012

[Signature]
Notary Public



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS
[Signature]

Jun 15, 2012 02:23 PM 2012096456

HAYWOODK: \$16.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

Return:

BERDOLL FARMS HOMEOWNERS ASSOCIATION
C/O ALLIANCE ASSOCIATION MANAGEMENT
115 WILD BASIN RD STE #308
AUSTIN TX 78748

**RESOLUTION ADOPTING XERISCAPING POLICY
FOR**

Berdoll Farms (Austin) Homeowners' Association, Inc. (the "Association")

WHEREAS, Texas Property Code §§ 202.007(a)(4), 202.007(d)(8), and 202.007(d-1) become effective September 1, 2013, allowing owners in property owner associations the limited right to install drought-resistant landscaping or water-conserving natural turf; and

WHEREAS, the Association desires to adopt a resolution setting forth guidelines on the installation of drought-resistant landscaping or water-conserving natural turf

BE IT RESOLVED, that the Association's supplementary guidelines, effective September 1, 2013, for Owners and Members are as follows:

1. All drought-resistant landscaping or water-conserving natural turf, and the location of its installation, must be approved by the Association either through its architectural committee, if one exists, or the board of directors.
2. A property owner who is seeking approval from the Association to install drought-resistant landscaping or water-conserving natural turf must submit a detailed description or a plan for the installation, including but not limited to the name or type of drought-resistant landscaping or water-conserving natural turf to be installed, a description of its aesthetic qualities, and the planned location of the installation.
3. The Association may regulate the owner's use of gravel, rocks, or cacti around the drought-resistant landscaping or water-conserving natural turf, in accordance with the Architectural Control Committee's policies or other appropriate committee's guidelines or discretion.
4. The Association may regulate yard and landscape maintenance.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

**RESOLUTION ADOPTING FLAG DISPLAY POLICY
FOR**

Berdoll Farms (Austin) Homeowners' Association, Inc.

WHEREAS, Texas Property Code § 202.011 (or other numbered sections subsequently used to prevent confusion by the enacting of identically numbered, separate provisions) is effective immediately, allowing owners in property owner associations the limited right to display certain flags; and

WHEREAS, the Association desires to adopt a resolution setting forth guidelines on the enforcement of its current conditions, covenants, restrictions, and rules, and the display of flags.

BE IT RESOLVED, that, to the extent any dedicatory instrument of the Association prohibits the display of flags in contravention of Texas Property Code § 202.011 (or other numbered sections subsequently used to prevent confusion by the enacting of identically numbered, separate provisions), the Association shall enforce that restriction only to the extent allowable by law, and therefore adopts the following guidelines as follows:

1. Flags permitted to be displayed shall be the flag of the United States of America, the flag of the State of Texas, the flag of any governmental subdivision of the State of Texas, and the flag of any branch of the United States armed forces.
2. Flag displays shall be permitted only on property owned by the owner or over which the owner has exclusive control and use.
3. With respect to the United States flag, any such display must be in accordance with 4 U.S.C. Sections 5-10.
4. With respect to the Texas flag, any such display must be in accordance with Chapter 3100, Government Code.
5. A flagpole attached to a dwelling or a freestanding flagpole must be constructed of a permanent, long-lasting material, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
6. The display of a flag, or the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and set backs of record.
7. A displayed flag and the flagpole on which it is flown must be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired or removed.
8. No more than one flagpole may be constructed on any property, and no flagpole shall exceed more than 20 feet in height.
9. Flags may not be displayed that exceed a dimension of 8 feet in height by 5 feet in width.
10. Lighting used to illuminate any displayed flag shall not operate to create a nuisance, and shall not illuminate any property other than the owner of such displayed flags property, nor shall it illuminate the interior of any dwelling at any time.
11. No Owner shall allow the external halyard of a flagpole to create noise that can be heard more than twenty-five feet (25') from the flagpole.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

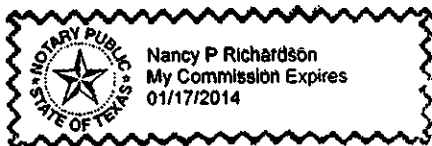
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

Executed this the 25 day of November 2013.

By: Patricia King
Name: Patricia King
Title: V.P. Randall HOA

STATE OF TEXAS)
COUNTY OF Harris)

This instrument was acknowledged before me on this the 25th day of November, 2013, by Patricia King, VP of and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 25 2013 03:14 PM

**RESOLUTION ADOPTING RAIN WATER HARVESTING POLICY
FOR**

Berdoll Farms (Austin) Homeowners' Association, Inc.

WHEREAS, Texas Property Code § 202.007(d) became effective September 1, 2011, allowing owners in property owner associations the limited right to install rain water harvesting devices; and

WHEREAS, the Association desires to adopt a resolution setting forth guidelines on the installation of rain water harvesting devices.

BE IT RESOLVED, that the Association's supplementary guidelines, effective immediately, for Owners and Members are as follows:

1. No rain water harvesting device, storage container, related plumbing, or appurtenances thereto, shall be allowed on any property owned by the Association or owned in common by the members of the Association.
2. No rain water harvesting device, storage container, related plumbing device, or appurtenances thereto, shall be allowed or located other than within a fenced yard or the fenced patio of the property owner.
3. All such rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, and the location of their installation, must be approved by the Association either through its architectural committee, if one exists, or the board of directors.
4. All such rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto shall be properly screened as to obscure view of the same from adjoining property and the street, and such screening shall be approved in advance by the architectural committee, if one exists, or the board of directors.
5. The Association may regulate the owner's use of gravel, rocks, or cacti around the installation.
6. The Association may regulate yard and landscape maintenance.
7. No rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, may be located between the front of the property owner's home and an adjoining or adjacent street.
8. Any rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, must be of a color that is consistent with the color of the home.
9. Any rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, must not contain language or other content that is not typically displayed by such a barrel or system as it is manufactured.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

Executed this the 25 day of November 2013.

By: Patricia King

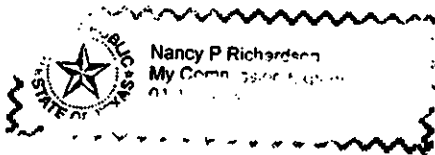
Name: Patricia King

Title: V.P. Board HOA

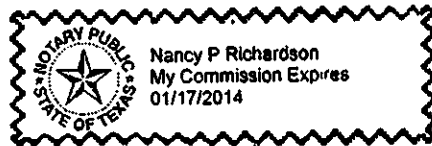
STATE OF TEXAS)

COUNTY OF Travis)

This instrument was acknowledged before me on this the 25th day of November, 2013, by Patricia King, Vice Pres of and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas



AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 25 2013 03:14 PM

FEE: \$ 30.00 2013210625

**RESOLUTION ADOPTING A SOLAR ENERGY DEVICE INSTALLATION POLICY
FOR**

Berdoll Farms (Austin) Homeowners' Association, Inc.

WHEREAS, Texas Property Code §§ 202.010 & 202.011 (or other numbered sections subsequently used to prevent confusion by the enacting of identically numbered, separate provisions) are effective immediately, allowing owners in property owner associations the limited right to install solar energy devices; and

WHEREAS, the Association desires to adopt a resolution setting forth guidelines on the enforcement of its current conditions, covenants, restrictions, and rules, and the installation of solar energy devices.

BE IT RESOLVED, that, to the extent any dedicatory instrument of the Association prohibits the installation of any Solar energy device, as defined by Section 171.107 of the Texas Tax Code (herein, "Device" or "Devices"), the Association shall enforce that restriction only to the extent allowable by law, and therefore adopts the following guidelines as follows:

1. No Device may be installed on property owned or maintained by the Association nor on property owned in common by the members of the Association.
2. All such Devices must receive architectural approval of the Association prior to installation, pursuant to the Conditions, Covenants, and Restrictions of and for the Association and any and all application procedures currently in effect.
3. No such Devices may be installed on an owner's property other than on the roof of the home, or the roof of another structure owned by the owner which is allowed under a dedicatory instrument, or in a fenced yard or patio owned and maintained by the owner.
4. If a Device is mounted on the roof of the home, it may not extend higher than or beyond the roofline.
5. If a Device is mounted on the roof of the home, it must be in the location designated by the Association unless the alternate location increases the estimated annual energy production of the device as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10% above the energy production of the Device if located in the area designated by the Association.
6. The Device must conform to the slope of the roof and have a top edge that is parallel to the roofline.
7. The frames, support brackets, and visible piping or wiring must be in a silver, black, or bronze tone commonly available in the marketplace.
8. If the Device is located in a fenced yard or patio, the Device may not be taller than the fence line.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

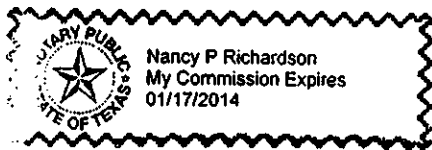
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

Executed this the 25 day of November 2013.

By: *Patricia King*
Name: *Patricia King*
Title: *V.P. Randall HOA*

STATE OF TEXAS)
COUNTY OF *Travis*)

This instrument was acknowledged before me on this the 25th day of November, 2013, by *Patricia King, Vice President* and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 25 2013 03:14 PM

FEE: \$ 30.00 2013210626

**RESOLUTION ADOPTING FLAG DISPLAY POLICY
FOR**

Berdoll Farms (Austin) Homeowners' Association, Inc.

WHEREAS, Texas Property Code § 202.011 (or other numbered sections subsequently used to prevent confusion by the enacting of identically numbered, separate provisions) is effective immediately, allowing owners in property owner associations the limited right to display certain flags; and

WHEREAS, the Association desires to adopt a resolution setting forth guidelines on the enforcement of its current conditions, covenants, restrictions, and rules, and the display of flags.

BE IT RESOLVED, that, to the extent any dedicatory instrument of the Association prohibits the display of flags in contravention of Texas Property Code § 202.011 (or other numbered sections subsequently used to prevent confusion by the enacting of identically numbered, separate provisions), the Association shall enforce that restriction only to the extent allowable by law, and therefore adopts the following guidelines as follows:

1. Flags permitted to be displayed shall be the flag of the United States of America, the flag of the State of Texas, the flag of any governmental subdivision of the State of Texas, and the flag of any branch of the United States armed forces.
2. Flag displays shall be permitted only on property owned by the owner or over which the owner has exclusive control and use.
3. With respect to the United States flag, any such display must be in accordance with 4 U.S.C. Sections 5-10.
4. With respect to the Texas flag, any such display must be in accordance with Chapter 3100, Government Code.
5. A flagpole attached to a dwelling or a freestanding flagpole must be constructed of a permanent, long-lasting material, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
6. The display of a flag, or the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and set backs of record.
7. A displayed flag and the flagpole on which it is flown must be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired or removed.
8. No more than one flagpole may be constructed on any property, and no flagpole shall exceed more than 20 feet in height.
9. Flags may not be displayed that exceed a dimension of 8 feet in height by 5 feet in width.
10. Lighting used to illuminate any displayed flag shall not operate to create a nuisance, and shall not illuminate any property other than the owner of such displayed flags property, nor shall it illuminate the interior of any dwelling at any time.
11. No Owner shall allow the external halyard of a flagpole to create noise that can be heard more than twenty-five feet (25') from the flagpole.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

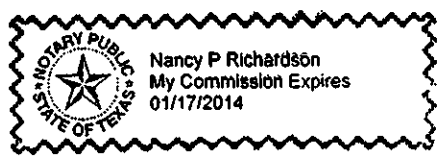
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

Executed this the 25 day of November 2013.

By: Patricia King
Name: Patricia King
Title: V.P. Randall HOA

STATE OF TEXAS)
COUNTY OF Harris)

This instrument was acknowledged before me on this the 25th day of November, 2013, by Patricia King, VP of and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

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Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
November 25 2013 03:14 PM

**RESOLUTION ADOPTING A COLLECTION POLICY
FOR
Berdoll Farms (Austin) Homeowners' Association, Inc.**

WHEREAS, Texas Property Code §§ 209.0062 & .0064 became effective January 1, 2012, requiring associations to provide notice to members that are delinquent in their assessments by certified mail, return-receipt requested and waiting a period of 30 days for the member to bring their account current or arrange an alternative payment schedule, as prescribed by Texas Property Code § 209.0062, as conditions precedent to holding the member liable for costs of collection of a delinquent account, and

WHEREAS, the Association, desires to modify its current collection policy and operating procedures to comply with the law.

BE IT RESOLVED, that any part of any collections policy currently in effect for the Association that is in conflict with this Resolution is hereby rescinded.

BE IT FURTHER RESOLVED, that the Association's collection policy and process shall be as follows, effective January 1, 2012:

1. Members that are delinquent in the payment of any amount, prior to referral to an attorney for collection of the same, shall be notified by certified mail, return-receipt requested, of: the amount due to the association supported by an itemization of same, notice of the Member's option to enter into an alternative payment schedule based on the Association's policy of record, and their right to a period of 30 days to cure the delinquency before further collection action is taken.
2. The amount of the delinquency that triggers the aforementioned notice shall be determined by the board from time to time.
3. No less than 30 days subsequent to the notice sent pursuant to Number 1 above, the delinquent Member shall be referred to the Association's attorney for collection of all delinquent amounts and administrative fees. At that time, the delinquent Member shall be responsible for all reasonable and necessary attorney fees associated with the collection of the delinquent amount.
4. All other provisions of the Association's current collection policy shall remain in effect as originally written.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

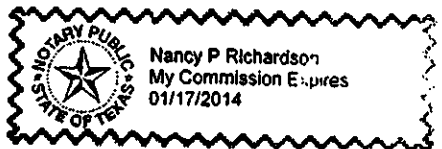
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

Executed this the 25 day of November, 2013.

By: *Patricia King*
Name: *Patricia King*
Title: *V.P. Rudall HOA*

STATE OF TEXAS)
COUNTY OF *Travis*)

This instrument was acknowledged before me on this the *25th* day of *November*, 2013, by *Patricia King, VP* of and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

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Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 25 2013 03:14 PM

FEE: \$ 30.00 2013210628

**RESOLUTION ADOPTING A PAYMENT PLAN GUIDELINES POLICY
FOR**

Berdoll Farms (Austin) Homeowners' Association, Inc.

WHEREAS Texas Property Code §§ 209.0062(d) became effective January 1, 2012, requiring associations to develop payment plan policies allowing members that are delinquent in their assessments to arrange an alternative payment schedule to avoid incurring additional costs of collection and to file the same in the real property records of each county wherein the association is located, and

WHEREAS, the Association, desires to set forth its guidelines for alternative payment schedules.

BE IT RESOLVED, that the Association hereby adopts the following guidelines:

1. Any Member that is delinquent in the payment of any amount may enter into a payment plan with the Association.
2. No Member shall be entitled to enter into a payment plan if such Member was in violation of any payment plan with the Association in the previous two-year period prior to the request for payment plan.
3. Payment plans shall be for a period not to exceed 3 months, shall include all amounts owed by the Member, shall include all amounts that will come due during the term of the plan, shall include all amounts for the cost of the administration of the payment plan as indicated in Number 7 below, and each payment there under shall be equal.
4. After a member is notified of a delinquency in the payment of amounts due to the Association, the member shall have a period of 30 days within which to request a payment plan. A payment plan will be prepared and delivered to the member within said 30 day period. The member must execute and return the payment plan along with the first payment due under the plan within said 30 day period.
5. If the member does not execute and deliver the payment plan to the Association within said 30 day period, it shall be conclusively presumed that the owner does not elect to enter into a payment plan and no further alternative payment schedules shall be offered.
6. Any payment returned for insufficient funds shall be a breach of the payment plan agreement.
7. Members shall be responsible for all legal fees associated with the preparation of the payment plan agreement, which shall not be less than \$200, as well as the administrative costs of the management company, which shall not be less than \$25 per payment under the payment plan.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

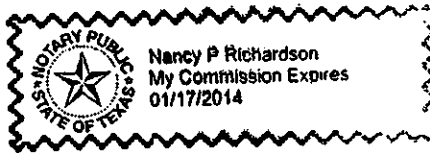
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

Executed this the 25 day of November 2013.

By: Patricia King
Name: Patricia King
Title: V.P. Randall Hill

STATE OF TEXAS)
COUNTY OF Travis)

This instrument was acknowledged before me on this the 25th day of November, 2013, by Patricia King, Vice Pres of and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

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Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 25 2013 03:14 PM

FEE: \$ 30.00 2013210629

**RESOLUTION ADOPTING BOARD MEETING NOTICE PROCEDURE
FOR**

Berdoll Farms (Austin) Homeowners' Association, Inc.

WHEREAS Texas Property Code § 209.0051(e) became effective January 1, 2012, requiring associations to provide notice to all members of Board Meetings, and

WHEREAS, the Association, desires to set forth its guidelines for providing notice for Board Meetings.

BE IT RESOLVED, that the Association hereby adopts the following guidelines:

Notice of all Board Meetings, to include the general subject of a regular or special Board Meeting, including a general description of any matter to be brought up in deliberation in executive session, will be:

1. Mailed to each property owner, at the address previously provided by such owner, no later than the 10th day, nor earlier than the 60th day, before the date of the meeting, OR
2. Provided at least 72 hours before the start of the meeting by:
 - a. Posting the written notice in a conspicuous manner at a place reasonably designed to provide notice to property owners OR posting the notice on an internet site maintained by the Association or its agent, and
 - b. Sending the notice by email to each owner who has registered an email address with the association. The Association shall maintain on its internet site a place for residents to register their email address.

Members are hereby advised that Texas Property Code § 209.0051(f) requires them to register their email address with the Association and update it from time to time. Failure to do so will likely result in said Member not receiving notice of meetings.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

Executed this the 25 day of November 2013.

By: Patricia King

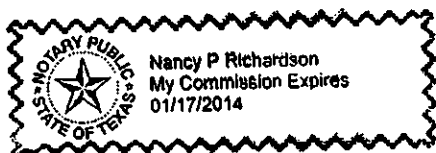
Name: Patricia King

Title: V.P. Rendell HOA

STATE OF TEXAS)

COUNTY OF Travis)

This instrument was acknowledged before me on this the 25th day of November, 2013, by Patricia King, Vice President and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

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Dana DeBeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 25 2013 03:14 PM

FEE: \$ 30.00 2013210630

**RESOLUTION ADOPTING A RECORDS PRODUCTION AND COPYING POLICY
FOR**

Berdoll Farms (Austin) Homeowners' Association, Inc.

WHEREAS Texas Property Code § 209.005(i) became effective January 1, 2012, requiring associations to file a records production and copying policy that prescribes the costs the Association will charge for compilation, production, and reproduction of information requested by a Member.

WHEREAS, failing the existence of such a policy, the Association shall be liable to compile and produce such records, but shall not be entitled to charge for same.

BE IT RESOLVED, that the following shall be the Association's policy for records production and copying:

Upon receipt of a proper request for information, by a proper party pursuant to Texas Property Code § 209.005(c), the Association shall make the records described by § 209.005 available pursuant to the terms thereof, within the time allotted therein, and shall otherwise comply with such provisions of Texas Property Code § 209.005, including the withholding of certain information described therein.

Further, the Association itself or by and through its agent or manager, shall charge as follows when it is required to produce records accordingly:

- a. \$15 per hour for any labor associated with the compilation or production of any requested information.
- b. \$.10 per page for photocopies.
- c. \$1.00 per CD or \$3.00 for DVD.
- d. To the extent that the aforementioned charges may exceed those allowed by current or future law, the charges shall be reduced to the legal maximum limit.
- e. Members may be required to pay an estimated cost in advance of the compilation/production and copying process with a final reconciliation to be prepared after the compilation/production and copying is performed. Any costs over the amount prepaid by the member may be charged to the member's account as an assessment. Any overpayment by the member shall be promptly refunded.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

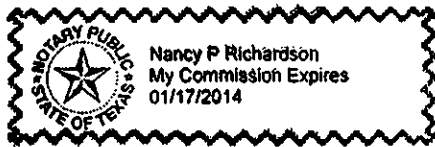
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

Executed this the 25 day of November 2013.

By: Patricia King
Name: Patricia King
Title: V.P. Bendall HOA

STATE OF TEXAS)
COUNTY OF Travis)

This instrument was acknowledged before me on this the 25th day of November, 2013, by Patricia King, Vice Pres. of and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 25 2013 03:14 PM

FEE: \$ 30.00 2013210631

**RESOLUTION ADOPTING A RECORDS RETENTION POLICY
FOR**

Berdoll Farms (Austin) Homeowners' Association, Inc.

WHEREAS Texas Property Code § 209.005(m) became effective January 1, 2012, requiring associations to adopt policies to retain certain records for minimum periods of time.

BE IT RESOLVED, that the following is the Association's policy for records retention:

1. Formation documents, bylaws, CCRs – permanently
2. Financials – 7 years
3. Owner account records – 5 years
4. Contracts with a one year term or more – 4 years from the date of termination.
5. Board meeting minutes – 7 years
6. Tax returns and audits – 7 years

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

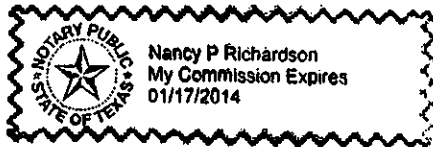
Executed this the 25 day of November, 2013.

By: Patricia King
Name: Patricia King
Title: V.P. HOA - Busted Terms

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 25th day of November, 2013, by Patricia King, Vice Pres of and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 25 2013 03:14 PM

FEE: \$ 30.00 2013210632

**RESOLUTION AMENDING FLAG DISPLAY POLICY
FOR**

Berdoll Farms (Austin) Homeowners' Association, Inc (the "Association")

WHEREAS, Texas Property Code § 202.011 (or other numbered sections subsequently used to prevent confusion by the enacting of identically numbered, separate provisions) is currently in effect, allowing owners in property owner associations the limited right to display certain flags; and

WHEREAS, the Texas legislature has recently passed legislation to modify these sections pertaining to the display of certain flags; and

WHEREAS, the Association desires to amend its previous resolution setting forth guidelines on the enforcement of its current conditions, covenants, restrictions, and rules, and the display of flags.

BE IT RESOLVED, that, to the extent any dedicatory instrument of the Association prohibits the display of flags in contravention of Texas Property Code § 202.011 (or other numbered sections subsequently used to prevent confusion by the enacting of identically numbered, separate provisions), or allows the Association to restrict the display of flags by the enforcement of its various restrictions and covenants requiring certain modifications or improvements to be approved by the architectural committee or board of directors for the Association, the Association shall enforce that restriction, covenant, or rule only to the extent allowable by law, and therefore adopts the following guidelines as follows:

1. Flags permitted to be displayed include, but are not limited to, the flag of the United States of America, the flag of the State of Texas, the flag of any governmental subdivision of the State of Texas, and the flag of any branch of the United States armed forces.
2. Flag displays shall be permitted only on property owned by the owner or over which the owner has exclusive control and use.
3. With respect to the United States flag, any such display must be in accordance with 4 U.S.C. Sections 5-10.
4. With respect to the Texas flag, any such display must be in accordance with Chapter 3100, Government Code.
5. A flagpole attached to a dwelling or a freestanding flagpole must be constructed of a permanent, long-lasting material, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
6. The display of a flag, or the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and set backs of record.
7. A displayed flag and the flagpole on which it is flown must be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired or removed.
8. No more than one flagpole may be constructed on any property, and no flagpole shall exceed more than 20 feet in height.

9. No freestanding flagpole may be erected in the front yard of the property unless the lot has a front building setback line with a setback of not less than fifteen feet (15') extending the full width of the lot between the front lot line and the front building setback line.
10. Flags may not be displayed that exceed a dimension of 8 feet in height by 5 feet in width.
11. Lighting used to illuminate any displayed flag shall not operate to create a nuisance, and shall not illuminate any property other than the owner of such displayed flags property, nor shall it illuminate the interior of any dwelling at any time.
12. No Owner shall allow the external halyard of a flagpole to create noise that can be heard more than twenty-five feet (25') from the flagpole.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

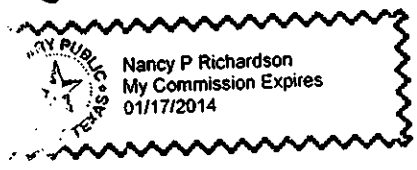
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

Executed this the 25 day of November 2013.

By: Patricia King
 Name: Patricia King
 Title: V.P. Randall #01

STATE OF TEXAS)
)
 COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 25th day of November, 2013, by Patricia King, VP of and for the Association, for the purposes therein expressed.



Nancy P Richardson
 Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
 11149 Research Blvd., Suite 100
 Austin, Texas 78759

FILED AND RECORDED
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Dana Debeauvoir
 DANA DEBEAUVOIR, COUNTY CLERK
 TRAVIS COUNTY, TEXAS
 November 25 2013 03:57 PM




TRV 2013225681
1 PG

MANAGEMENT CERTIFICATE

In compliance with the provisions of Section 82.116 of the Texas Property Code, the undersigned entity gives notice that it is managing the herein described Association:

- 1. **Name of the Condominium/Subdivision:** Berdoll Farms HOA
- 2. **Name of the Association:** Berdoll Farms (Austin) Homeowners' Association, Inc.
- 3. **Recording data for the Condominium/Subdivision:** Berdoll Farms Phase 1 Section 1 , Phase 1 Section 2, Phase 2 Section 1, Phase 2 Section 2, Phase 1 Section 3, Phase 2 Section 3, and Phase 1 Section 4, as recorded in documents 200100186, 200100187, 200100185, 200100184, 200100266, 200100265, 200100360, Real Property Records, Travis County, Texas. Meadows of Berdoll Farms Phase 1 Section 1, Phase 1 Section 2, Phase 1 Section 3, Phase 2 Section 1 as recorded in documents 200200288, 200400113, 200300167, 200400112, Official Public Records, Travis County, Texas., and the real property described in documents 200400346 & 200500110, Real Property Records, Travis County, Texas
- 4. **Recording data for the Declaration:** Document 2001104259, Official Public Records of Travis County, Texas and all amendments, annexations, supplements, and joinders thereto.
- 5. **Mailing Address of the Association:** c/o Goodwin Management, Inc., PO Box 203310, Austin, TX 78720-3310
- 6. **Designated Representative/Managing Agent:** Randy Allen, PO Box 203310, Austin, TX 78720-3310 (512) 431-7541

This management certificate is filed of record in Travis County, Texas by the entity managing the Association. It shall be valid until a later Management Certificate is filed of record by the Association or a successor manager, or until a termination of this Management Certificate is filed of record, whichever is sooner.




By: Matt Gibson, Goodwin Management
Signed December 23, 2013

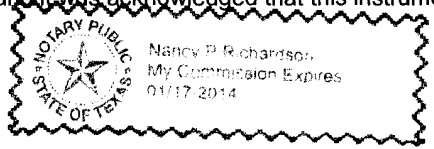
AFTER RECORDING RETURN TO:
Goodwin Management, Inc.
PO Box 203310
Austin, TX 78720-3310

STATE OF TEXAS
COUNTY OF Travis

This instrument was signed before me on December 23, 2013, and it was acknowledged that this instrument was signed for the purposes and intent herein expressed.

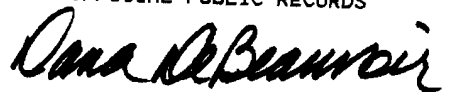


Notary Public in and for the State of Texas
Notary Printed Name: NANCY RICHARDSON



My Commission Expires: January 17, 2014

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Dec 26, 2013 03:26 PM 2013225681
GONZALESM: \$26.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

**RESOLUTION OF THE BOARD OF DIRECTORS
BERDOLL FARMS (AUSTIN) HOMEOWNERS ASSOCIATION, INC.**

Berdoll Farms 

WHEREAS, a duly called meeting of the Board of Directors of the ~~Mckinney Park East~~ Homeowners Association, Inc., (the "Association") was held the 19th day of August 2013; and

WHEREAS, a quorum of the Members of the Board attended said meeting; and

WHEREAS, pursuant to a Motion duly made and seconded, the following resolution was adopted by the Board:

RESOLUTION

WHEREAS, all property within the Berdoll Farms subdivision is subject to the terms of that certain Declaration of Covenants, Conditions and Restrictions for Berdoll Farms of record as Document No. 2001104239 of the Official Public Records of Travis County, Texas as the same has been amended from time to time; and

WHEREAS, the Berdoll Farms (Austin) Homeowners Association, Inc. was duly created by the filing of its Articles of Incorporation with the Texas Secretary of State on or about February 27, 2001; and

WHEREAS, pursuant to Article Four of the Articles of Incorporation:

The purposes for which the Association is formed are to provide for the maintenance, preservation and management of the land located in the Berdoll Farms Subdivision... Austin...Travis County, Texas (the "County") as more fully described in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") filed of record in the Real Property Records of the County,...and to promote the health, safety and welfare of the residents within the land and any and all other property which is Accepted by the Association for similar purposes...[T]he purposes of the Association shall include, without limitation, the following:...(h) The Association may enter into and perform any contract and exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Association in accordance with the Declaration.

WHEREAS, the Association is a non-profit corporation and Section 22.201 of the Texas Business Organizations Code provides that the business and affairs of a nonprofit corporation are managed by its Board of Directors (except in circumstances which are not applicable to Berdoll Farms; and

WHEREAS, the safety and welfare of Berdoll Farms residents is of great importance to the Board of Directors and the members of the Association and the Board has consulted with the City of Austin and the Del Valle Independent School District concerning the control of access to the Berdoll Farms Subdivision in a manner intended to minimize the likelihood of criminal activity within Berdoll Farms; and

NOW THEREFORE, BE IT RESOLVED THAT:

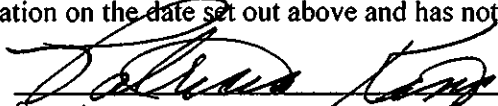
- (1) The Board finds that erection of a fence, not to exceed six feet (6') in height of a safe and secure design intended to prohibit or restrict unauthorized access to the Subdivision (to be determined by the Board President in consultation with the Association's fence vendor) of a

length not to exceed three hundred feet (300') along the subdivision border with the adjacent school property along Dearbonne and Gilwell will preserve and enhance the health, safety and welfare of the residents of Berdoll Farms subdivision and is in the best interest of the Association and its members; and

- (2) The Board President and the Association Manager are directed and authorized to obtain appropriate bids for the construction of the fence as soon as reasonably possible; and
- (3) The Board President is authorized to execute the contract for the construction of the fence and shall present the contract to the Board for ratification at its next regularly scheduled meeting; and
- (4) The Association Manger is directed to post a copy of this Resolution on the Association's website.

ADOPTED AND EFFECTIVE this 19th day of August 2013.

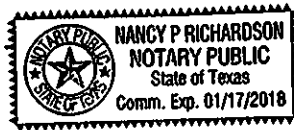
This is to certify that the foregoing Resolution was duly adopted by the Board of Directors of the Association on the date set out above and has not been modified, rescinded or revoked.


Secretary

STATE OF TEXAS

COUNTY OF TRAVIS

This Resolution was acknowledged before me on this the 2nd day of February, 2013, ^{5AR} by Patricia King, in their capacity as Secretary of the Board of Directors of McKinney Berdoll ~~Park East (Austin)~~ Homeowners Association Inc., a Texas nonprofit corporation, on behalf of the Farms corporation.




Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

February 03 2015 09:39 AM

FEE: \$ 30.00 2015015620



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Nov 05, 2020 08:29 AM Fee: \$38.00

2020212305

Electronically Recorded

AFTER RECORDING RETURN TO:

Gregory S. Cagle, Esq.
CAGLE PUGH, LTD. LLP
4301 Westbank Drive, Suite A-150
Austin, Texas 78746

**AMENDMENT TO THE BYLAWS OF
BERDOLL FARMS (AUSTIN) HOMEOWNERS' ASSOCIATION, INC.**

Cross reference to that certain Bylaws of Berdoll Farms (Austin) Homeowners' Association, Inc. recorded at Document No. 2002235646, of the Official Public Records of Travis County, Texas

AMENDMENT TO THE BYLAWS OF
BERDOLL FARMS (AUSTIN) HOMEOWNERS' ASSOCIATION, INC.

RECITALS:

A. WHEREAS, Berdoll Farms (Austin) Homeowners' Association, Inc. (the "**Association**") is a Texas nonprofit corporation that is governed by that certain Bylaws of Berdoll Farms (Austin) Homeowners' Association, Inc., recorded at Document No. 2002235646, of the Official Public Records of Travis County, Texas (collectively, the "**Bylaws**").

B. WHEREAS, the Association's Board of Directors (the "**Board**") desires to amend the Bylaws as further provided herein.

C. WHEREAS, Section 22.102 of the Texas Business Organizations Code provides that the board of directors of a nonprofit corporation may amend or repeal its bylaws, or adopt new bylaws, unless Chapter 22 of the Texas Business Organizations Code or the nonprofit corporation's articles of incorporation wholly or partly reserves the power exclusively to the nonprofit corporation's members.

D. WHEREAS, the Association's Articles of Incorporation omits provisions that reserves the power to amend its Bylaws in whole or in part to the members of the Association.

E. WHEREAS, in accordance with the authority vested in the Board by Section 22.102 of the Texas Business Organizations Code, the Secretary of the Association hereby certifies that this First Amendment to the Bylaws of Berdoll Farms (Austin) Homeowners' Association, Inc. was approved by a majority vote of the Board at a meeting conducted on October 5, 2020.

NOW THEREFORE, the Bylaws are hereby amended as follows:

1. **Voting of Members During a Natural Disaster.** The following *Section 4.12* is hereby added to Article IV of the Bylaws:

4.12. **Voting of Members During Natural Disaster.** In the event the Association needs to conduct a meeting of Members at a time during which: (1) the state of Texas, County of Travis, or City of Austin is under a declared state of disaster by an appropriate federal, state or county governmental agency, including the President of the United States or the Governor of Texas; (2) the Centers for Disease Control has issued recommended guidelines for social distancing, occupancy limits, or other guidelines or protocols intended to reduce the spread of a pandemic virus; or (3) the Board of Directors has determined it to be in the best interest of the Association's Members to avoid large gatherings of individuals because of an existing or threat of a virus pandemic (hereinafter referred to as a "Disaster Time Period"), the Board of Directors shall be entitled to conduct the meeting of Members using a conference telephone or similar communications equipment, or another suitable electronic communications system, including

videoconferencing technology or the Internet, or any combination thereof, provided it is done in compliance with Section 6.002 of the Texas Business Organizations Code. In addition, during a Disaster Time Period, the Board of Directors shall be further authorized to suspend the authority of Members to vote in person or by proxy at any such meeting of Members and the Board of Directors may require all votes cast by Members in an election of directors or on any other matter submitted to a vote of Members to be conducted solely by absentee and/or electronic ballot in compliance with Sections 209.0058 and 209.00592 of the Texas Property Code. The Board of Directors may adopt reasonable rules and procedures for conducting any such election or vote authorized herein. Whether or not a Disaster Time Period is in effect shall be determined by the Board of Directors in its sole and absolute discretion and shall be binding provided it is made in good faith.

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Bylaws. Unless expressly amended by this instrument, all other terms and provisions of the Bylaws remain in full force and effect as written and are hereby ratified and confirmed.

3. **Effective Date.** This Amendment to the Bylaws of Berdoll Farms (Austin) Homeowners' Association, Inc. shall be effective upon its recording in the Official Public Records of Travis County, Texas.

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CERTIFICATE

The undersigned member of the Board of Directors of Reserve at Berdoll Farms (Austin) Homeowners' Association, Inc. (the "Association"), a Texas non-profit corporation, hereby certifies that this Amendment to the Bylaws of Berdoll Farms (Austin) Homeowners' Association, Inc. was approved by a majority vote of the Association's Board of Directors at a meeting conducted on October 5, 2020.

BERDOLL FARMS (AUSTIN) HOMEOWNERS' ASSOCIATION, INC.

Brenda Robertson

Brenda Robertson, Member of the Board of Directors

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me this 21st day of October, 2020 by Brenda Robertson, a duly authorized representative of Berdoll Farms (Austin) Homeowners' Association, Inc.



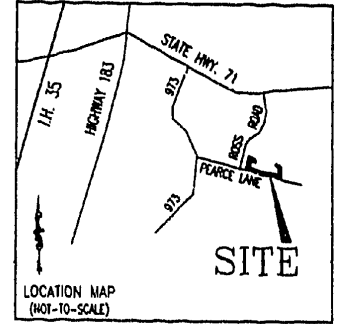
Jessi

Notary Public of Texas

MEADOWS AT BERDOLL PHASE ONE SECTION 1

BERDOLL FARMS PHASE 1 SECTION 1
DOC. NO. 200100186

BERDOLL FARMS PHASE 1 SECTION 1
DOC. NO. 200100186



SCALE: 1" = 100'

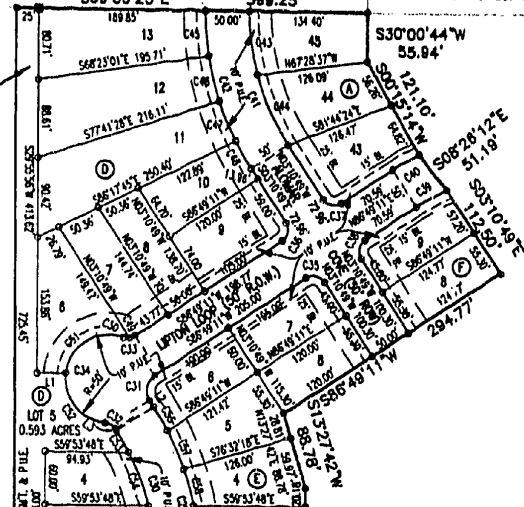
F.E.M.A. MAP NO. 48453C 0100 F
TRAVIS COUNTY, TEXAS DATED: JANUARY 19, 2000

BENCHMARK NOTES:
SEE BENCHMARKS SHEET 2 OF 5 ALONG PEARCE LAKE.

NOTE:
IN ADDITION TO EASEMENTS SHOWN HEREON, THE FOLLOWING PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED: (10') TEN FOOT ALONG AND ADJACENT TO ALL STREET RIGHT-OF-WAYS, AND SEVEN AND ONE-HALF FEET ALONG ALL REAR PROPERTY LINES.

LEGEND

- IRON PIN FOUND
- IRON PIN SET
- ◐ IRON PIN FOUND WITH CAP
- ⊙ IRON PIPE FOUND
- ▣ CONCRETE MONUMENT SET
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W. ESMT WASTEWATER EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- APPROXIMATE SIDEWALK LOCATION
- 1 LOT NUMBER
- Ⓐ BLOCK NUMBER



RIGHT-OF-WAY LINEAR FOOTAGE		
ALOMAR COVE	60' AND 50' ROW	745'
WELSH WAY	60' AND 50' ROW	317'
LIPTON LOOP	50' ROW	619'
SPIERS WAY	50' ROW	328'
MALARKEY ROAD	50' ROW	1,017'
NUMEGEN DRIVE	50' ROW	134'
PERCOTE DRIVE	50' ROW	1,186'
TOTAL		4,346'

DATE: SEPTEMBER 26, 2002
OWNER:
KB HOME LONE STAR, L.P.
11911 BURNET ROAD
AUSTIN, TEXAS 78758
PHONE: (512) 833-8880
FAX: (512) 795-6181

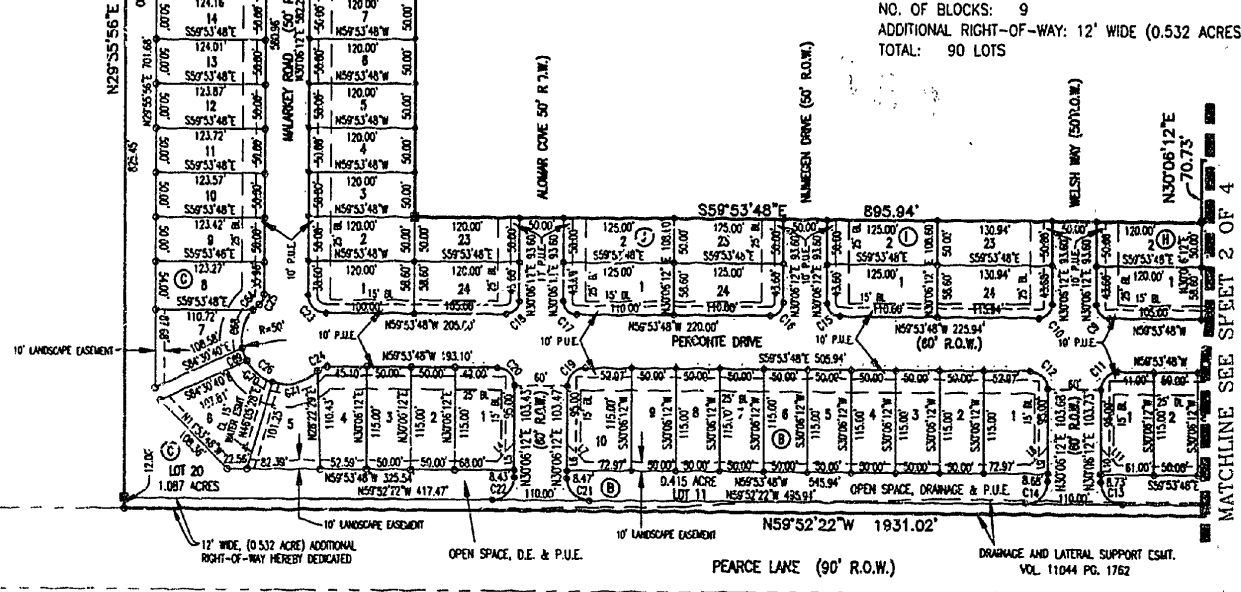
ENGINEER AND SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
3401 SLAUGHTER LANE WEST
AUSTIN, TEXAS 78748
(512) 280-5160
FAX (512) 280-5165

TOTAL ACREAGE: 34.996 ACRES
SURVEY: JOSE ANTONIO NAVARRO SURVEY, ABSTRACT NO. 18
NO. OF SINGLE FAMILY LOTS: 86
W.Q.T.Z. : 0.71 ACRES
C.W.Q.Z. : 0.10 ACRES
NO. OF GREENBELT, OPEN SPACE, D.E.; P.U.E. & W.Q.E. LOTS: 1
NO. OF OPEN SPACE, D.E. & P.U.E LOTS : 3
NO. OF BLOCKS: 9
ADDITIONAL RIGHT-OF-WAY: 12' WIDE (0.532 ACRES)
TOTAL: 90 LOTS

PETER JACOBSON &
LINDSLEY BRATTEN
VOL. 13281, PG. 2915
(20.935 AC.)

KB HOME LONE STAR, L.P.
DOC. NO. 2002012278

MATCHLINE SEE SHEET 2 OF 4



GILBERT W. ANDERSON
VOL. 1829 PG. 409
(75.77 ACRES)

SHEET 1 OF 5

CB&D Carlson, Brigance & Doering, Inc.
Civil Engineering & Surveying
3401 Slaughter Lane West • Austin, Texas 78748
C:\PROJ\3076\PLAT.DWG

2007-00288

\$131.00

10-28-02

MEADOWS AT BERDOLL PHASE ONE SECTION 1

DL. PUE & ACE
BERDOLL FARMS PHASE 1 SECTION 1
DOC. NO. 200100186

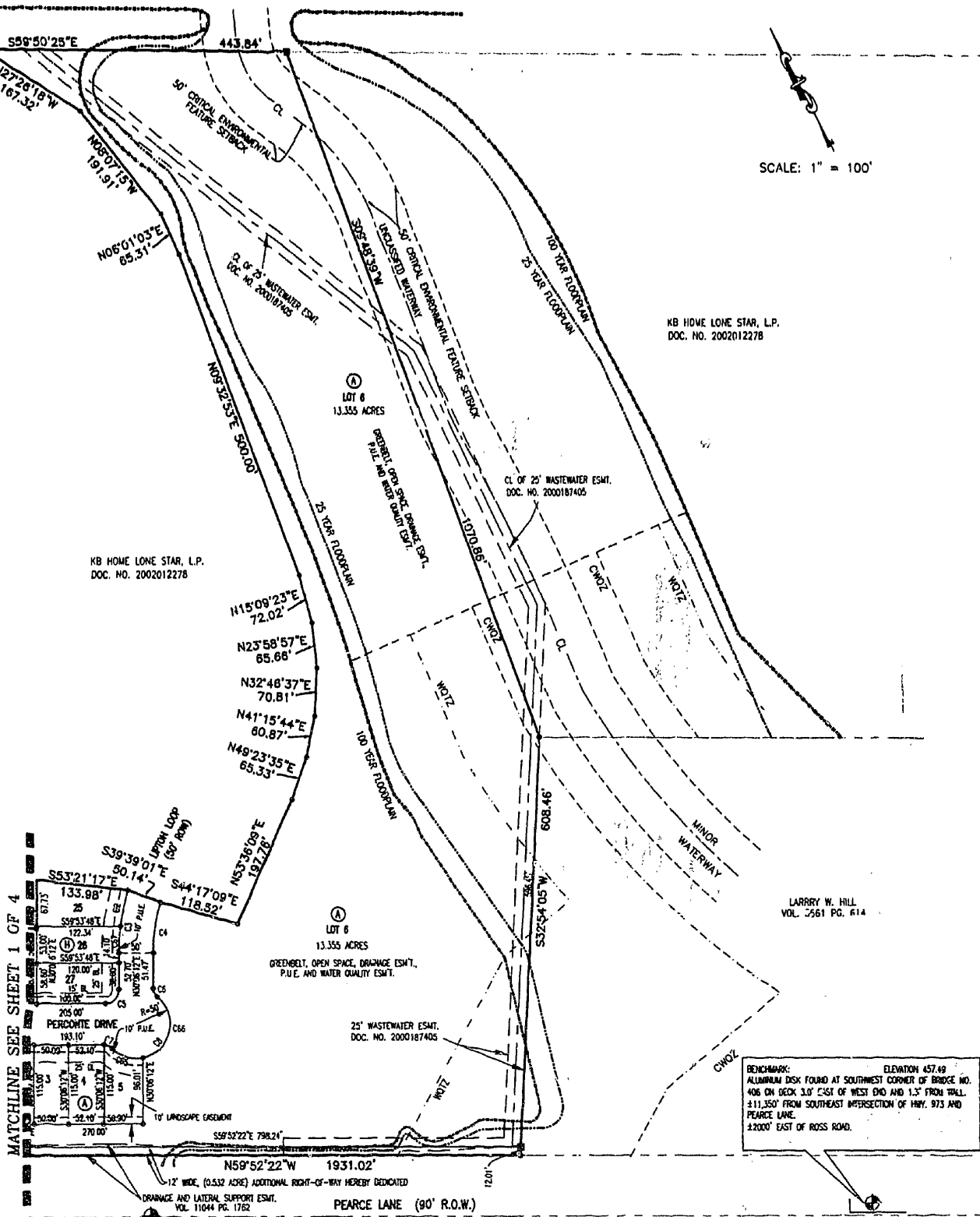
200100186

SCALE: 1" = 100'

KB HOME LONE STAR, L.P.
DOC. NO. 2002012278

KB HOME LONE STAR, L.P.
DOC. NO. 2002012278

LARRY W. HILL
VOL. 2561 PG. 614



MATCHLINE SEE SHEET 1 OF 4

BENCHMARK:
ELEVATION 457.49
ALUMINUM DISK FOUND AT SOUTHWEST CORNER OF BRIDGE NO. 406 ON DECK 3.0' EAST OF WEST END AND 1.5' FROM WALL. 411.350' FROM SOUTHEAST INTERSECTION OF HWY. 973 AND PEARCE LANE. 4200' EAST OF ROSS ROAD.

GILBERT W. ANDERSON
VOL. 1829 PG. 409
(75.77 ACRES)

CITY OF AUSTIN
VOL. 10570 PG. 268
(1.722 ACRES)

GILBERT W. ANDERSON
VOL. 1829 PG. 409
(75.77 ACRES)

SHEET 2 OF 5

CBD Carlson, Brigance & Doering, Inc.
Civil Engineering • Surveying
3401 Slaughter Lane West • Austin, Texas 78748

MEADOWS AT BERDOLL PHASE ONE SECTION 1

08/07/2007

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C2	325.00	53.62	26.87	53.66	S41°42'09"W	09°27'09"
C3	325.00	92.60	46.62	92.29	S38°15'57"W	16°19'51"
C4	275.00	74.93	37.70	74.70	N37°54'32"E	15°36'39"
C5	20.00	31.42	20.00	28.28	S78°06'12"W	90°00'00"
C6	15.00	13.62	7.32	13.16	S04°05'36"W	57°01'12"
C7	15.00	12.09	6.40	11.77	N36°48'12"W	46°11'13"
C8	50.00	164.24	696.93	99.74	N72°11'12"E	188°12'25"
C9	15.00	23.56	15.00	21.21	S14°53'48"E	90°00'00"
C10	15.00	23.56	15.00	21.21	S78°06'12"W	90°00'00"
C11	20.00	31.42	20.00	28.28	S78°06'12"W	90°00'00"
C12	20.00	31.42	20.00	28.28	N14°53'48"W	90°00'00"
C13	25.00	39.26	24.99	35.35	S14°53'05"E	89°58'34"
C14	25.00	39.26	25.01	35.36	S78°06'55"W	90°01'26"
C15	15.00	23.56	15.00	21.21	N14°53'48"W	90°00'00"
C16	15.00	23.56	15.00	21.21	S78°06'12"W	90°00'00"
C17	15.00	23.56	15.00	21.21	S14°53'48"E	90°00'00"
C18	15.00	23.56	15.00	21.21	N78°06'12"E	90°00'00"
C19	20.00	31.42	20.00	28.28	S78°06'12"W	90°00'00"
C20	20.00	31.42	20.00	28.28	S14°53'48"E	90°00'00"
C21	25.00	39.26	24.99	35.35	S14°53'05"E	89°58'34"
C22	25.00	39.26	25.01	35.36	S78°06'55"W	90°01'26"
C23	20.00	31.42	20.00	28.28	N14°53'48"W	90°00'00"
C24	15.00	12.09	6.40	11.77	N82°59'24"W	46°11'13"
C25	15.00	13.62	7.32	13.16	S56°06'48"W	52°01'12"
C26	50.00	164.24	696.93	99.74	S11°58'48"E	188°12'25"
C27	15.00	23.56	15.00	21.21	N78°06'12"E	90°00'00"
C28	15.00	23.56	15.00	21.21	N14°53'48"W	90°00'00"
C29	325.00	188.79	97.14	186.15	N13°27'42"E	33°17'01"
C30	275.00	162.28	83.58	159.94	N13°11'52"E	33°48'39"
C31	20.00	31.42	20.00	28.28	N41°49'11"E	90°00'00"
C32	15.00	13.48	7.23	13.03	N28°26'52"W	51°28'50"
C33	15.00	13.62	7.32	13.16	S67°10'12"E	52°01'12"
C34	50.00	168.32	406.40	99.25	N41°49'34"E	194°05'41"
C35	15.00	23.56	15.00	21.21	S48°10'49"E	90°00'00"
C36	15.00	23.56	15.00	21.21	N41°49'11"E	90°00'00"
C37	15.00	23.56	15.00	21.21	N48°10'49"W	90°00'00"
C38	15.00	23.56	15.00	21.21	N41°49'11"E	90°00'00"
C39	275.00	39.31	19.88	39.28	S68°05'07"E	08°11'24"
C40	325.00	34.55	17.29	34.53	S89°51'55"W	06°05'28"
C41	275.00	160.77	82.76	158.49	N13°34'05"E	33°29'47"
C42	325.00	189.87	97.73	187.18	S13°33'21"W	33°28'20"
C43	275.00	73.54	36.99	73.32	N27°39'19"E	15°19'18"
C44	275.00	87.23	43.99	85.87	N05°54'26"E	18°10'29"
C45	325.00	51.85	25.98	51.79	N25°43'19"E	09°08'26"
C46	325.00	53.00	26.56	52.94	N16°28'48"E	09°20'36"
C47	325.00	48.93	24.51	48.88	S07°29'43"W	08°37'54"
C48	325.00	36.09	18.06	36.07	S00°00'03"W	06°21'44"
C49	15.00	6.43	3.22	6.30	S80°54'00"E	24°33'37"
C50	15.00	7.19	3.66	7.12	N54°53'24"W	27°27'35"
C51	50.00	88.98	61.70	77.69	N87°51'31"E	101°57'45"
C52	50.00	80.34	51.84	71.97	N09°09'19"W	92°03'56"
C53	275.00	30.83	15.43	30.81	N08°49'27"W	06°25'20"
C54	275.00	64.28	32.29	64.14	N09°24'41"E	13°23'36"
C55	275.00	50.66	25.40	50.58	N21°23'07"E	10°33'15"
C56	325.00	31.43	15.73	31.42	N00°24'35"W	05°32'27"
C57	325.00	47.38	23.73	47.34	N06°32'13"E	08°21'09"
C58	325.00	43.01	21.54	42.98	N14°30'16"E	07°34'55"
C59	325.00	50.47	25.28	50.42	N22°44'37"E	08°53'49"
C60	325.00	16.51	8.26	16.51	N28°38'52"E	02°54'40"
C61	275.00	16.52	8.26	16.51	N28°22'58"E	03°26'28"
C62	15.00	23.56	15.00	21.21	N78°06'12"E	90°00'00"
C63	15.00	23.56	15.00	21.21	N14°53'48"W	90°00'00"
C64	50.00	9.10	4.58	9.08	S76°54'45"W	10°25'20"
C65	50.00	49.12	26.74	47.17	S45°11'05"E	56°17'00"
C66	50.00	115.13	112.10	91.33	N44°02'42"E	131°55'25"
C67	325.00	38.98	19.52	38.96	S33°12'23"W	06°52'22"
C68	50.00	45.82	24.53	44.05	S45°33'55"W	52°16'20"
C69	50.00	15.12	7.62	15.06	S10°45'55"W	17°19'40"
C70	50.00	38.77	20.42	37.81	S20°06'53"E	44°25'55"
C71	50.00	55.63	31.09	52.81	S74°12'26"E	63°45'11"

LINE	DIRECTION	DISTANCE
L1	S58°59'16"E	32.73
L2	N03°10'49"W	8.62


MEADOWS AT BERDOLL PHASE ONE SECTION 1

0000000000

STATE OF TEXAS
COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS: THAT KB HOME, LONE STAR, L.P., A TEXAS LIMITED PARTNERSHIP, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AND HAVING ITS HOME OFFICE IN AUSTIN, TEXAS, ACTING HEREIN BY AND THROUGH JOHN ZINSMEYER, DIRECTOR OF LAND DEVELOPMENT, AND BEING OWNERS OF THAT CERTAIN 89.184 ACRES OF LAND OUT OF THE JOSE ANTONIO HAWARRO SURVEY, ABSTRACT NO. 18, SITUATED IN TRAVIS COUNTY, TEXAS, AS CONVEYED BY DEED AS RECORDED IN DOCUMENT NO. 2002012278 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 34.898 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS "MEADOWS AT BERDOLL PHASE ONE SECTION 1" AND DOES HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 2ND DAY OF OCTOBER, 2002, A.D.


JOHN ZINSMEYER, DIRECTOR OF LAND DEVELOPMENT,
KB HOME LONE STAR, L.P.
11911 GURNET ROAD
AUSTIN, TEXAS 78750

STATE OF TEXAS
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN ZINSMEYER, DIRECTOR OF LAND DEVELOPMENT KB HOME, LONE STAR, L.P., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 2ND DAY OF OCTOBER, 2002, A.D.


SUSAN L. OLSON
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

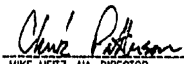


ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATING COMMISSION OF THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, THIS THE 15TH DAY OF October, 2002, A.D.

 CHAIRPERSON BETTY BAKER
 SECRETARY

THIS SUBDIVISION IS IN THE 2-MILE ETJ OF THE CITY OF AUSTIN ON THIS THE 15TH DAY OF October, 2002.

APPROVED FOR ACCEPTANCE:

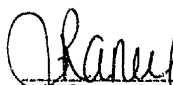

MIKE HEITZ, AIA, DIRECTOR
WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT
DATE: 10/15/02

STATE OF TEXAS
COUNTY OF TRAVIS:

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 22ND DAY OF October, 2002, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT, IN BOOK 415 AND PAGE(S) 415.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 22ND DAY OF October, 2002, A.D.

DANA DEBEAUVOR, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS


BY: DEPUTY
J. RANEY



IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH, THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

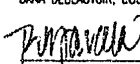
THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS
COUNTY OF TRAVIS:

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 29 DAY OF OCTOBER, 2002, A.D. AT 10:11 O'CLOCK A.M., AND DULY RECORDED ON THE 29 DAY OF October, 2002, A.D., AT 10:11 O'CLOCK A.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 2002012278.

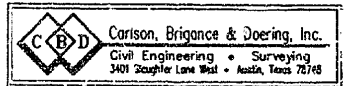
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS THE 29 DAY OF October, 2002, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS


BY: DEPUTY
R. ZAVALA



SHEET 4 OF 5



MEADOWS AT BERDOLL PHASE ONE SECTION 1

GENERAL NOTES:

1. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG BOTH SIDES OF ALL INTERNAL STREETS, ALOMAR COVE, LIPTON LOOP, MALARKEY ROAD PERCONTE DRIVE, NUNMEGEN DRIVE, WELSH WAY AND SPIERS WAY. AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
2. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO CHAPTER 25-8-181, LAND DEVELOPMENT CODE.
3. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER COLLECTION SYSTEM.
4. ALL WATER AND WASTEWATER SYSTEM IMPROVEMENTS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN AND STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF AUSTIN WATER AND WASTEWATER AND FIRE DEPARTMENT FOR REVIEW.
5. ALL SIGNS SHALL COMPLY WITH THE AUSTIN SIGN ORDINANCE, CHAPTER 25-1-21.
6. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITIES FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
7. THIS SUBDIVISION WAS APPROVED AND RECORDED PRIOR TO THE CONSTRUCTION AND ACCEPTANCE OF ALL STREETS AND OTHER SUBDIVISION IMPROVEMENTS, PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED October 24, 2002. THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN DOCUMENT NUMBER 20022203697 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
8. FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH SPECIFIC APPROVAL OF A SURFACE AND GEOMETRIC DESIGN PROPOSAL BY THE CITY OF AUSTIN.
9. ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES ARE TO BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN URBAN STANDARDS.
10. IN ADDITION TO THE EASEMENTS SHOWN HEREON, THE FOLLOWING PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED: TEN FOOT (10') ALONG AND ADJACENT TO ALL STREET RIGHT-OF-WAYS.
11. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-B, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
12. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE THE AUSTIN ENERGY DEPARTMENT WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
13. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE DEVELOPER SHALL INCLUDE ALL AUSTIN ENERGY WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
14. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN AND TRAVIS COUNTY.
15. IN ACCORDANCE WITH THE PRELIMINARY PLAN, A DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS, IN COMPLIANCE WITH CHAPTER 25-1-21 AS RECORDED IN DOCUMENT NO. 20022203697, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
16. ACCESS IS PROHIBITED TO:
 - LOTS 1 AND 27, BLOCK H, LOTS 1 AND 24, BLOCK I, LOTS 1 AND 24, BLOCK J, LOTS 1 AND 24, BLOCK K - PERCONTE DRIVE
 - LOT 1, BLOCK A, LOT 1, BLOCK B - WELSH WAY
 - LOT 10, BLOCK B AND LOT 1, BLOCK C - ALOMAR COVE
 - LOT 19, BLOCK C, LOT 1, BLOCK D, LOT 1, BLOCK E, LOT 12, BLOCK K - SPIERS WAY
 - LOT 43, BLOCK A, LOT 9, BLOCK D, LOTS 6 AND 7, BLOCK E, LOT 9, BLOCK F - LIPTON LOOP
17. TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO SITE DEVELOPMENT.
18. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET TO THE EDGE OF THE PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
19. PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS (BY PONDING. THIS SECTION WILL UTILIZE AN EXISTING WETPOND) DETENTION POND LOCATED IN BERDOLL FARMS PHASE ONE SECTION ONE, CITY CASE NO. C8-00-2112.1B, DOCUMENT NO. 200100185 OF THE TRAVIS COUNTY, TEXAS, OFFICIAL PUBLIC RECORDS.
20. THIS SUBDIVISION IS LOCATED IN THE DRY CREEK WATERSHED, IS CLASSIFIED AS SUBURBAN AND SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CHAPTER 25, ARTICLE V AND CHAPTER 25-8, OF THE LAND DEVELOPMENT CODE. LAND IN THIS SUBDIVISION IS RESTRICTED TO THE IMPERVIOUS COVER LIMITATIONS OF CHAPTER 25-8-394, LAND DEVELOPMENT CODE.
21. THE MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE TO THE STANDARDS AND SPECIFICATIONS CONTAINED IN CHAPTER 25-8, THE ENVIRONMENTAL CRITERIA MANUAL AND OTHER ORDINANCES AND REGULATIONS OF THE CITY OF AUSTIN.
22. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT, INCLUDING ROADWAYS, WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA, IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE, CHAPTER 25-8-211.
23. NO OBJECTS NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT OR WATER QUALITY EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN AND TRAVIS COUNTY.
24. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
25. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
26. OWNER/DEVELOPER IS ADVISED TO OBTAIN APPROVAL FOR ANY NEEDED LICENSE AGREEMENTS PRIOR TO APPROVAL OF THE CONSTRUCTION PLANS. OTHER SPECIAL OR NON-STANDARD TREATMENTS OF THE ROW MAY ALSO REQUIRE A LICENSE AGREEMENT.
27. ALL FINISHED FLOOR ELEVATIONS IN THE SUBDIVISION SHALL BE 1.0 FEET MINIMUM ABOVE THE 100 YEAR FREQUENCY FLOOD LEVEL. THE FOLLOWING MINIMUM FINISHED FLOOR ELEVATIONS ARE HEREBY SET FOR THE AFFECTED LOTS:

LOT 5 BLOCK A 449.50	LOT 4 BLOCK A 449.50	LOT 3 BLOCK A 449.50	LOT 2 BLOCK A 449.50	LOT 1 BLOCK A 449.50
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- NO FILL SHALL BE ALLOWED IN THE FLOODPLAIN ON THESE LOTS EXCEPT BY SEPARATE PERMIT.
28. THIS PROJECT IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE.
29. LOT 6, BLOCK "A"; LOT 11, BLOCK "B"; LOT 20, BLOCK "C"; AND LOT 5, BLOCK "D" ARE RESTRICTED TO OTHER THAN RESIDENTIAL USES AND IS TO BE OWNED AND MAINTAINED BY THE BERDOLL FARMS HOMEOWNER'S ASSOCIATION AS RECORDED IN DOCUMENT NUMBER 2001158555, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.
30. AN ADMINISTRATIVE VARIANCE WAS GRANTED ON MAY 28, 2002, FROM SECTION 25-8-342 OF THE LAND DEVELOPMENT CODE ALLOWING AND INCREASE INFILL FROM 4 FEET TO 7 FEET FOR THIS SUBDIVISION.

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, BRETT R. PASQUARELLA, P.E., AM AUTHORIZED TO PRACTICE THE PROFESSION OF CIVIL ENGINEERING IN THE STATE OF TEXAS, AND HEREBY CERTIFY THAT THE ENGINEERING PORTIONS OF THIS PLAT COMPLY WITH CHAPTER 25 OF THE AUSTIN CITY CODE, OF 1981, AS AMENDED.

FLOOD PLAIN NOTES: THE 100 YEAR FLOOD PLAN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP NO. 48453C-0100F, FOR TRAVIS COUNTY, TEXAS, DATED JANUARY 19, 2000.

ENGINEERING BY: Brett R. Pasquarella 10.7.02
 BRETT R. PASQUARELLA, P.E. NO. 84769 DATE
 CARLSON, BRIGANCE & DOERING, INC.
 3401 SLAUGHTER LANE WEST
 AUSTIN, TEXAS 78748



STATE OF TEXAS:
COUNTY OF TRAVIS:

I, THOMAS J. DODD, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH CHAPTER 25 OF THE AUSTIN CITY CODE, OF 1981 AS AMENDED, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

SURVEYED BY: Thomas J. Dodd 10.7.02
 THOMAS J. DODD, R.P.L.S. NO. 1882 DATE:
 CARLSON, BRIGANCE & DOERING, INC.
 3401 SLAUGHTER LANE WEST
 AUSTIN, TEXAS 78748



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CB&D Carlson, Brigance & Doering, Inc.
 Civil Engineering • Surveying
 3401 Slaughter Lane West • Austin, Texas 78748
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