

DAVIS SPRING  
RESIDENTIAL PROPERTY  
MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE III  
GENERAL RESTRICTIONS

3.1 Antennae. No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee.

3.2 Subdividing.

3.3 General Signage Standards. All signs visible from the roadway (both temporary and permanent) shall be constructed for low maintenance and shall be approved in advance by the Architectural Review Committee and the City of Austin. In the event a sign is not properly maintained, the Architectural review Committee and the City of Austin may give the sign owner written notice thereof. Required repairs must be made within five (5) business days of notification or the Architectural Review Committee and City of Austin shall have the right, but not the obligation, to have the repairs made and charged to the sign owner. Prohibited signs include bench signs; billboards; banner signs; signs with flashing or blinking lights or mechanical movement; dayglo colors; signs which make or create noise; animated moving signs; exposed neon, fluorescent or incandescent illumination; painted wall signs; pennants; trailer signs; signs with beacons; and any sign that obstructs the view in any direction of an intersection.

3.4 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. In the event the owner shall fail or refuse to keep, or cause to be kept such owner's property or any improvements thereon free from rubbish or debris of any kind, and such failure or refusal shall continue for fifteen (15) days after delivery of written notice thereof, then the Davis Spring Residential Property Owners Association or the City of Austin may enter upon such property and remove or correct the same at the expense of the property owner and such entry shall not be deemed a trespass.

3.5 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used, or placed on any of the Property such that it becomes or will become clearly audible at the

property line of adjoining property owners. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.6 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Plans and Specifications for the Improvements(s) by the Architectural Review Committee. Anything herein to the contrary notwithstanding, in the case of single family residences constructed on any Lot, the Architectural Review Committee in its sole discretion, may limit its review to a review of specific floor plans, and elevations, and upon the Architectural Review Committee's approval of such specific floor plans and elevations, residences may be constructed consistent with the approved floor plans and elevations without the requirement of further review or approval by the Architectural Review Committee.

3.7 Repair of Buildings. All improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

3.8 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Review Committee.

3.9 Roofing Materials. All roofing material shall be subject to the approval of the Architectural Review Committee.

3.10 Underground Utility Lines.

3.11 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Review Committee.

3.12 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed fireplaces, or in contained barbeque units while attended and in use for cooking purposes.

3.13 Temporary Structures. No tent, shack, or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Review Committee; provided however, that temporary structures necessary for storage of tools or equipment, and for office space for architects, builders, and foremen during actual

construction may be maintained with the proper approval of Declarant, approval to include the nature, size, duration and location of such structure.

### 3.14 Mining and Drilling.

3.15 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Review Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, busses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have garage space sufficient to house all vehicles to be kept on the Lot. Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service area, storage area, loading area, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from public or private thoroughfares and adjacent properties and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view from public or private thoroughfares and adjacent properties.

3.16 Mobile Homes, Travel Trailers, and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3.17 Fences. The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. No fence shall be permitted within any street yard. (Street yard is the yard abutting a street which lies between the street and the face of the house as described in the City of Austin Landscape Ordinance.) Fences adjacent to roadways designated as collectors by the City of Austin and Greenbelt area shall be constructed by the Declarant or cause to be constructed by Declarant as part of the construction of each subdivision and must be completed prior to acceptance of the subdivision. Such fences shall be a minimum of four feet and a maximum of 6.5 feet in height and shall be constructed using masonry or wrought iron or an equivalent maintenance free material. (Wood, common cement or cinder block and chain link are specifically excluded.) The design, materials and specifications of such fencing shall be approved by the Architectural Review Committee and the City of Austin Director or Planning

prior to the approval of the subdivision plot. The Declarant shall include in his fence design, or cause to be included accent landscaping in the public right of way to complement all rear lot line fencing. Fence maintenance shall be the responsibility of the property owner and all damage shall be repaired within thirty days of written notification by the Master Association or the City of Austin.

It shall be a violation of this Declaration to maintain a fence in such a manner as to allow (1) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of perpendicular alignment with its base, (2) missing, loose, or damaged stone or wood rails in the fence and (3) symbols, writings, and other graffiti on the fence.

3.18 Animals - Household pets. No animals, including pigs, pot bellied pigs, hogs, swine, pigeons, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary, and reasonable free of refuse, insects and waste at all times. Such enclosed areas shall be constructed in accordance with plans approved by the Architectural Review Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as to not be visible from any other portion of the Property.

3.19 Maintenance of Lawns and Planting. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot (including any Greenbelt platted as part of such Owner's Lot and any Greenbelt located between such Owner's Lot and the publicly dedicated roadway) cultivated, pruned, mowed and free of trash and other unsightly material.

3.20 Construction Activities.

3.21 Compliance with Provisions of the Davis Spring Restrictions. Each Owner shall comply strictly with the provisions of the Davis Spring Restrictions as the same may be amended from time to time. Failure to comply with any of the Davis Spring Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

3.22 Construction in Place.

3.23 Unfinished Structures.

3.24 Setback Requirements.

3.25 Rentals.

3.26 Sidewalks.

3.27 No Warranty Of Enforceability.

30th June 1994