

**DAVIS SPRING SECTION 3-D
SUPPLEMENTAL DECLARATION
TO
DAVIS SPRING MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON)

WHEREAS, Standard Pacific of Texas, Inc., is the Declarant of that certain real property described as Davis Spring, Section 3-D, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet R, Slides 141, 142 & 143, Plat Records of Williamson County, Texas (the "Property" or "Davis Spring Section 3-D"); and

WHEREAS, the Declaration is more particularly described as that certain Davis Spring Master Declaration of Covenants, Conditions and Restrictions (the "Declaration") of record in Volume 2560, Pages 923-954 (Document No. 33178) of the Official Records of Williamson County, Texas, wherein Davis Spring Properties, Ltd. the prior owner of the Property is designated as the Declarant; and

WHEREAS, Standard Pacific of Texas, Inc. has been assigned all rights of Declarant by the Assignment of Declarant Rights of record in Document No. 199947261, Official Records of Williamson County, Texas; and

WHEREAS, Section 2.1 of the Declaration authorizes Declarant to bring subsequent sections of the Subdivision, as defined therein, being property within the area described in Exhibit "A" of the Declaration which has been subdivided and shown on a map or plat of record in the Plat Records of Williamson County, Texas, within the scheme of the Declaration; and

WHEREAS, Davis Spring Section 3-D, a subdivision in Williamson County, Texas, is property within the area described in Exhibit "A" of the Declaration; and

WHEREAS, Davis Spring Section 3-D, is an addition pursuant to the general plan approved by the Veterans Administration; and

WHEREAS, Declarant, acting herein by and through its undersigned duly authorized representative, and with the consent and approval, does hereby add Davis Spring Section 3-D to the "Subdivision" as defined in Section 1.26 of the Declaration, and thereby makes Davis Spring Section 3-D subject to all covenants, conditions and restrictions of the Declaration;

NOW THEREFORE, it is hereby declared that (i) the Property is hereby added to and brought within the scheme of the Declaration and is hereby made a part of the subdivision as defined therein making the Property subject to all covenants, conditions and restrictions of the Declaration; (ii) the Property shall be held, sold, conveyed and occupied subject to the following restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (iii) each contract or deed which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

1. **General Restrictions.** All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

1.1 **Masonry Requirements.** All residences, whether located on interior or corner lots, shall have a minimum of 75% of their first story exterior walls of stone or masonry construction. In computing said percentage, (i) all gables, and all window and door openings, shall be excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry used, and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the Architectural Review Committee.

1.2 **Minimum Square Footage Within Improvements.** The living area of the main residential structure located on any lot (as that term is defined in the Declaration) exclusive of

open porches and parking facilities shall not be less than 1,800 square feet for any residential structure.

1.3 **Roofing Materials.** Roofing materials used on residential structures must be (i) wood shingles, (ii) asphalt or composition rated at least 25 year limited warranty from the manufacturer, or (iii) any materials approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property.

1.4 **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. Any owner whose lot adjoins the Greenbelt easements bordering Parmer Lane shall maintain that portion of the fence erected on such Lot by Declarant, in a good condition of repair, normal wear and tear excepted. Any replacement of such fence shall be of similar material as the original.

1.5 **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.

1.6 **Improvements.** No improvements including but not limited to basketball goals shall be placed or installed as to be visible from the street without the prior approval of the Architectural Review Committee.

1.7 **Landscaping.** All landscape improvements visible from the street are subject to review by the Architectural Review Committee prior to installation. In any event grass seeding, sprigging or hydromulching shall be prohibited. Grassed areas shall be established by grass sod installed for immediate and full coverage.

2. **Ratification.** The Declaration is hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case this Supplemental Declaration will control.

Standard Pacific of Texas, Inc.,
a Delaware corporation

By: Michael W. Brady
Michael W. Brady, President

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on this the 26 day of July, 1999 by Michael W. Brady, President of Standard Pacific of Texas, Inc., a Delaware corporation.



Karen K. Lisle
Notary Public, State of Texas

① **AFTER RECORDING RETURN TO:**

Glenn K. Weichert
Dunagan Weichert Associates
1120 Capital of Texas Highway South
Building III, Suite 200
Austin, Texas 78746

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister
08-04-1999 10:07 AM 199952497
STRICKLAND \$11.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

DOC# 9634445

DAVIS SPRING SECTION 3B
SUPPLEMENTAL DECLARATION
TO
DAVIS SPRING MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON)

WHEREAS, Standard Pacific of Texas, Inc., is the owner of that certain real property described as Davis Spring, Section 3B, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet M, Slides 294 - 295, Plat Records of Williamson County, Texas (the "Property"); and

WHEREAS, the Declaration is more particularly described as that certain Davis Spring Master Declaration of Covenants, Conditions and Restrictions (the "Declaration") of record in Volume 2560, Pages 923-954 of the Real Property Records of Williamson County, Texas, wherein Davis Spring Properties, Ltd. the prior owner of the Property is designated as the declarant, and

WHEREAS, Section 2.1 of the Declaration authorizes Declarant to bring subsequent sections of the Subdivision, as defined therein, being property within the area described in Exhibit "A" of the Declaration which has been subdivided and shown on a map or plat of record in the Plat Records of Williamson County, Texas, within the scheme of the Declaration; and

WHEREAS, Davis Spring Section 3B, a subdivision in Williamson County, Texas, is property within the area described in Exhibit "A" of the Declaration; and

WHEREAS, Davis Spring Section 3B, is an addition pursuant to the general plan approved by the Veterans Administration; and

WHEREAS, Declarant, acting herein by and through its undersigned duly authorized representative, and with the consent and approval, does hereby add Davis Spring Section 3B to the "Subdivision" as defined in Section 1.26 of the Declaration, and thereby makes Davis Spring Section 3B subject to all covenants, conditions and restrictions of the Declaration;

NOW THEREFORE, it is hereby declared that (i) the Property is hereby added to and brought within the scheme of the Declaration and is hereby made a part of the subdivision as defined therein making the Property subject to all covenants, conditions and restrictions of the Declaration; (ii) the Property shall be held, sold, conveyed and occupied subject to the following restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (iii) each contract or deed which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

1. General Restrictions. All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

1.1 Masonry Requirements. All residences, whether located on interior or corner lots, shall have a minimum of 75% of their first story exterior walls of stone or masonry construction. In computing said percentage, (i) all gables, and all window and door openings, shall be excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry used, and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the Architectural Review Committee.

1.2 Minimum Square Footage Within Improvements. The living area of the main residential structure located on any lot (as that term is defined in the Declaration) exclusive of open porches and parking facilities shall not be less than 1,800 square feet for any residential structure.

1.3 Roofing Materials. Roofing materials used on residential structures must be (i) wood shingles, (ii) asphalt or composition rated at least 240 pounds per square, or (iii) any materials approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property.

1.4 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. Any owner whose lot adjoins the Greenbelt easements bordering Farmer Lane shall maintain that portion of the fence erected on such Lot by Declarant, in a good condition of repair, normal wear and tear excepted. Any replacement of such fence shall be of similar material as the original.

1.5 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.

1.6 Improvements. No improvements including but not limited to basketball goals shall be placed or installed as to be visible from the street without the prior approval of the Architectural Review Committee.

1.7 Landscaping. All landscape improvements visible from the street are subject to review by the Architectural Review

Committee prior to installation. In any event grass seeding, sprigging or hydromulching shall be prohibited. Grassed areas shall be established by grass sod installed for immediate and full coverage.

2. Ratification. The Declaration is hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case this Supplemental Declaration will control.

DECLARANT:
DAVIS SPRING PROPERTIES, LTD.
a Texas limited partnership

By: Sovereign Investments, Inc.
Its General Partner

By: John E. Simmons
John E. Simmons
President

OWNER:
STANDARD PACIFIC OF TEXAS, INC.

Consented to, approved and acknowledged for all purposes and Owner hereby submits the Property to be included in and unencumbered by the Declaration and this Supplemental Declaration Standard Pacific Homes of Texas, Inc.

By: Michael W Brady

THE STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on this the 2nd day of July, 1996 by John E. Simmons, President of Sovereign Investments, Inc., General Partner of DAVIS SPRING PROPERTIES, LTD., a Texas limited partnership.

Rosalyn L. Peterson
Notary Public, State of Texas
ROSALYN L. PETERSON
Notary Public, State of Texas
My Commission Expires
AUG. 13, 1998

Printed Name of Notary

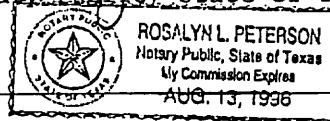
My Commission Expires:

THE STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on this the 2nd day of July, 1996 by Michael W. Brady, President of Standard Pacific of Texas, Inc., a Delaware Corporation.

Rosalyn L. Peterson
Notary Public, State of Texas



Printed Name of Notary

My Commission Expires:

①
M:

AFTER RECORDING RETURN TO:

Captex Dev. Co., LLC
1215 Steak Ave., Ste. 101
Austin, Texas 78757-8060

COVER 7:6

Doc# 9634445
Pages: 4
Date : 07-03-1996
Time : 09:00:34 A.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. \$ 15.00

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
This is to certify that this document was FILED and
RECORDED in the Official Public Records of
Williamson County, Texas on the date and time
indicated above.

Elaine Bizzell
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS



42180

DAVIS SPRING SECTION 3A
SUPPLEMENTAL DECLARATION
TO
DAVIS SPRING MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON)

WHEREAS, Standard Pacific of Texas, Inc., is the owner of that certain real property described as Davis Spring, Section 3A, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet K, Slides 363 - 365, Plat Records of Williamson County, Texas (the "Property"); and

WHEREAS, the Declaration is more particularly described as that certain Davis Spring Master Declaration of Covenants, Conditions and Restrictions (the "Declaration") of record in Volume 2560, Pages 923-954 of the Real Property Records of Williamson County, Texas, wherein Davis Spring Properties, Ltd. the prior owner of the Property is designated as the declarant, and

WHEREAS, Section 2.1 of the Declaration authorizes Declarant to bring subsequent sections of the Subdivision, as defined therein, being property within the area described in Exhibit "A" of the Declaration which has been subdivided and shown on a map or plat of record in the Plat Records of Williamson County, Texas, within the scheme of the Declaration; and

WHEREAS, Davis Spring Section 3A, a subdivision in Williamson County, Texas, is property within the area described in Exhibit "A" of the Declaration; and

WHEREAS, Davis Spring Section 3A, is an addition pursuant to the general plan approved by the Veterans Administration; and

WHEREAS, Declarant, acting herein by and through its undersigned duly authorized representative, and with the consent and approval, does hereby add Davis Spring Section 3A to the "Subdivision" as defined in Section 1.26 of the Declaration, and thereby makes Davis Spring Section 3A subject to all covenants, conditions and restrictions of the Declaration;

NOW THEREFORE, it is hereby declared that (i) the Property is hereby added to and brought within the scheme of the Declaration and is hereby made a part of the subdivision as defined therein making the Property subject to all covenants, conditions and restrictions of the Declaration; (ii) the Property shall be held, sold, conveyed and occupied subject to the following restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (iii) each contract or deed which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

1. General Restrictions. All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

1.1 Masonry Requirements. All residences, whether located on interior or corner lots, shall have a minimum of 75% of their first story exterior walls of stone or masonry construction. In computing said percentage, (i) all gables, and all window and door openings, shall be excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry used, and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the Architectural Review Committee.

1.2 Minimum Square Footage Within Improvements. The living area of the main residential structure located on any lot (as that term is defined in the Declaration) exclusive of open porches and parking facilities shall not be less than 1,800 square feet for any residential structure.

1.3 Roofing Materials. Roofing materials used on residential structures must be (i) wood shingles, (ii) asphalt or composition rated at least 240 pounds per square, or (iii) any materials approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property.

1.4 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. Any owner whose lot adjoins the Greenbelt easements bordering Farmer Lane shall maintain that portion of the fence erected on such Lot by Declarant, in a good condition of repair, normal wear and tear excepted. Any replacement of such fence shall be of similar material as the original.

1.5 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.

1.6 Improvements. No improvements including but not limited to basketball goals shall be placed or installed as to be visible from the street without the prior approval of the Architectural Review Committee.

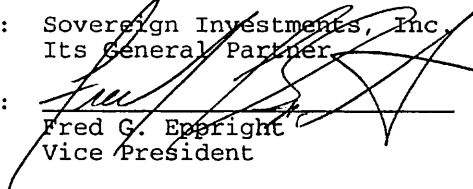
1.7 Landscaping. All landscape improvements visible from the street are subject to review by the Architectural Review Committee prior to installation. In any event grass seeding, sprigging or hydromulching shall be prohibited. Grassed areas shall be established by grass sod installed for immediate and full coverage.

2. Ratification. The Declaration is hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case this Supplemental Declaration will control.

DECLARANT:

DAVIS SPRING PROPERTIES, LTD.
a Texas limited partnership

By: ~~Sovereign Investments, Inc.
Its General Partner.~~


By: 
Fred G. Eppright
Vice President

OWNER:

STANDARD PACIFIC OF TEXAS, INC., a Delaware corporation,

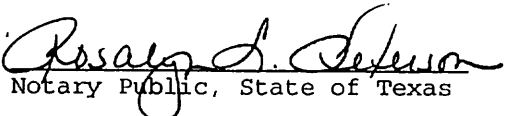
Consented to, approved and acknowledged for all purposes and Owner hereby submits the Property to be included in and unincumbered by the Declaration and this Supplemental Declaration.

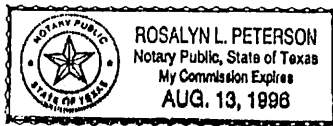
STANDARD PACIFIC OF TEXAS, INC., a Delaware corporation

By: 
Michael W. Brady
President

THE STATE OF TEXAS)
COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on this the 19th day of August, 1994 by Fred G. Eppright, Vice President of Sovereign Investments, Inc., General Partner of DAVIS SPRING PROPERTIES, LTD., a Texas limited partnership.


Notary Public, State of Texas



Printed Name of Notary

My Commission Expires:

THE STATE OF TEXAS)
COUNTY OF DALLAS)

This instrument was acknowledged before me on this the 22 day of August, 1994 by Michael W. Brady, President of STANDARD PACIFIC OF TEXAS, Inc., a Delaware coporation.



Karen K. Lisle
Notary Public, State of Texas

Karen K. Lisle

Printed Name of Notary

My Commission Expires:

10-21-95

AFTER RECORDING RETURN TO:

Captex Dev. Co., LLC
3215 Steck Ave., Ste. 101
Austin, Texas 78757-8060

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED
on the date and a the hmc stamped hereon
by me and was duly RECORDED in the Volume
280 Page of the named RECORDS of Williamson
County Texas as stamped hereon by me. on



AUG 24 1994
Glenn Bygell
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
WILLIAMSON COUNTY, TX
1994 AUG 24 PM 2:36
Glenn Bygell
COUNTY CLERK

DAVIS SPRING SECTION 5A
SUPPLEMENTAL DECLARATION
TO
DAVIS SPRING MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

33179

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON)

WHEREAS, Davis Spring Properties, Ltd. a Texas limited partnership, is the owner of that certain real property described as Davis Spring, Section 5A, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet K, Slides 366 & 367, Plat Records of Williamson County, Texas (the "Property"); and

WHEREAS, the Declaration is more particularly described as that certain Davis Spring Master Declaration of Covenants, Conditions and Restrictions (the "Declaration") of record in Volume 2560, Pages 923 of the Real Property Records of Williamson County, Texas and

WHEREAS, Section 2.1 of the Declaration authorizes Declarant to bring subsequent sections of the Subdivision, being property within the area described in Exhibit "A" of the Declaration which has been subdivided and shown on a map or plat of record in the Plat Records of Williamson County, Texas, within the scheme of the Declaration; and

WHEREAS, Davis Spring Section 5A, a subdivision in Williamson County, Texas, is property within the area described in Exhibit "A" of the Declaration; and

WHEREAS, Davis Spring Section 5A, is an addition pursuant to the general plan approved by the Veterans Administration; and

WHEREAS, Declarant, acting herein by and through its undersigned duly authorized representative, does hereby add Davis Spring Section 5A to the "Subdivision" as defined in Section 1.26 of the Declaration, and thereby makes Davis Spring Section 5A subject to all covenants, conditions and restrictions of the Declaration;

NOW THEREFORE, it is hereby declared that (i) the Property is hereby added to and brought within the scheme of the Declaration and is hereby made a part of the subdivision as defined therein making the Property subject to all covenants, conditions and restrictions of the Declaration; (ii) the Property shall be held, sold, conveyed and occupied subject to the following restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (iii) each contract or deed which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

1. General Restrictions. All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

1.1 Masonry Requirements. All residences, whether located on interior or corner lots, shall have a minimum of 75% of their first story exterior walls of stone or masonry construction. In computing said percentage, (i) all gables, and all window and door openings, shall be excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry used, and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the Architectural Review Committee.

1.2 Minimum Square Footage Within Improvements. The living area of the main residential structure located on any lot (as that term is defined in the Declaration) exclusive of open porches and parking facilities shall not be less than 1,800 square feet for any residential structure.

1.3 Roofing Materials. Roofing materials used on residential structures must be (i) wood shingles, (ii) asphalt or composition rated for a life of 25 years or longer, or (iii) any materials approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property.

1.4 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. Any owner whose lot adjoins a Greenbelt or Park area shall maintain that portion of the fence erected on such Lot by Declarant, in a good condition of repair, normal wear and tear excepted. Any replacement of such fence shall be of similar material as the original.

1.5 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.

1.6 Improvements. No improvements including but not limited to basketball goals shall be placed or installed as to be visible from the street without the prior approval of the Architectural Review Committee.

1.7 Landscaping. All landscape improvements visible from the street are subject to review by the Architectural Review Committee prior to installation. In any event grass seeding, sprigging or hydromulching shall be prohibited. Grassed areas in front yards shall be established by grass sod installed for immediate and full coverage.

2. Ratification. The Declaration is hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case this Supplemental Declaration will control.

Davis Spring Properties, Ltd.,
a Texas limited partnership

By Sovereign Investments, Inc.,
a Texas corporation,
General Partner

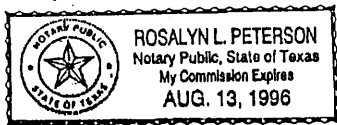
By *Perry O. Blanton*

Perry O. Blanton
Vice President

THE STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on this the 30th day of June, 1994 by Perry O. Blanton, Vice President of Sovereign Investments, Inc. a Texas corporation, General Partner for Davis Spring Properties, Ltd., a Texas limited partnership.



Rosalyn L. Peterson
Notary Public, State of Texas

Printed Name of Notary

My Commission Expires:

August 13, 1996

AFTER RECORDING RETURN TO:

Captex Dev. Co., LLC
3215 Steck Ave., Ste. 101
Austin, Texas 78757-8060

RETURN TO: PHYLIS DONELSON
HERITAGE TITLE
98 SAN JACINTO BLVD. STE. 400
AUSTIN, TEXAS 78701

GF# *4-16181*

Phyllis Donelson
COUNTY CLERK

FILED FOR RECORD
WILLIAMSON COUNTY, TX.
1994 JUL - 1 PM 4:35

COV5A594

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED
on the date and at the time stamped hereon
by me, and was duly RECORDED in the Volume
and Page of the named RECORDS of Williamson
County, Texas, as stamped hereon by me, on



JUL 0 1 1994
Phyllis Donelson
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS