

however, that a duplex residence dwelling may be constructed on lots 26 - 39, A, lot 1, B and Lot 8, C in Section I, on any lots in Section III, and on any lots in Section IV. No dwelling shall exceed two (2) stories in height. Single-family dwellings shall have an attached private garage or carport for stories in height. three (3) cars. No business of any kind shall be conducted in any residence or on any Lot with the exception of the rental of duplexes and the business of Provident Development Company, its successors, transferees, or assigns, in developing all of the Lots within the subdivision.

A-2. ARCHITECTURAL CONTROL. No building, wall, fence or any other improvement shall be erected or placed on, nor shall any building, wall, fence or any other improvement be altered, modified, added to or removed from any lot until the construction plans and specifications thereof and a plan showing the location of all buildings, walls, fences and other improvements, including, but not limited to, driveways and setbacks, have been approved in writing by the Architectural Control Committee, hereinafter called "Committee," nor shall the topography of the lot be enlarged in any way which will impede, restrict or in any way divert the flow of water without the prior written approval of the Committee.

The Committee shall be composed of three members. The original members of the Committee shall be James H. Mills, Dan Doering and Joyce Hogan. The majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have the authority to designate a successor by filing with the Committee and Provident Development Company, its successors or assigns, a written designation of the successor. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to act until the member or members have been replaced. A decision of a majority of the Committee shall be binding on all members thereof. In the event of the death or resignation of all members of the Committee, Provident Development

Company, its successors or assigns, shall have the authority to designate successor members to such Committee, and if Provident Development Company fails to appoint new members within thirty (30) days after having received a written request therefor, the then owners of a majority of the lots in such subdivision shall have the right to designate an Architectural Control Committee.

The Committee, in considering each set of plans and specifications and the plan showing the location of all improvements shall consider, among other things, the quality of design and materials, harmony of the design with existing structures, and location with respect to topography and finished grade elevation.

The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee fails to approve or disapprove the plans and specifications and plot plan for the improvements to be erected or placed on a lot, or the plans and specifications for the alteration, modification, addition to or removal of any improvements located on a lot, within thirty days after the same have been received by the Committee, then in that event the same shall be deemed approved and this covenant complied with. All plans and specifications shall be delivered to the Committee in care of Provident Development Company not less than thirty days prior to the date construction is to be commenced at its offices at 7800 Shoal Creek Boulevard, Suite 340, Austin, Travis County, Texas 78757, or such other address as it may designate, certified mail, return receipt requested, or delivered and a written receipt therefor, and the date received at such address shall be considered the date of delivery to the Committee.

A-3. DWELLING COSTS, QUALITY AND SIZE. It being the intention and purpose of these covenants to assure that all residential dwellings erected in said subdivision shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost of \$18,000.00 for the minimum permitted residential

dwelling size, no residential dwelling, exclusive of open porches, garages, carports, and patios, shall be permitted on any lot at a cost of less than the said figure of \$18,000.00 based on cost levels prevailing on the date these covenants are recorded, except as herein provided. The ground floor area of the main structure of all single-family dwellings, exclusive of one story open porches and garages, shall not be less than 1,100 square feet for a residential dwelling of not more than one story, and not less than 700 square feet for a residential dwelling of more than one story, with the combined area of the first and second floors not less than 1,400 square feet. The ground floor area of the main structure of all duplex dwellings, exclusive of one story open porches and garages, shall not be less than 1,600 square feet for a residential dwelling of not more than one story and shall not be less than 1,000 square feet for a residential dwelling of more than one story with the combined area of the first and second floors not less than 1,600 square feet. For purposes of determining minimum cost and square footage, both sides of a duplex shall be counted as one residential dwelling.

A-4. SETBACK AND YARD REQUIREMENTS. Setback, front, rear and side yard requirements shall be those imposed by the City of Round Rock, Williamson County, Texas. For the purposes of these covenants, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

A-5. FENCE, WALLS, HEDGES, AND SIDEWALKS. No exterior fences, walls and hedges may be erected, placed or altered on any lot until plans and specifications showing the construction and location of such walls, fences, or hedges are submitted to the Mesa Ridge Architectural Control Committee and approved as to design, materials, and height. No hedge, fence, or wall may be erected, placed, or altered on any lot nearer to any street than the building setback line on that lot until approved by the said Mesa Ridge Architectural Control Committee.

There shall be a six (6) foot high privacy fence approved as to materials and design, as herein provided, along the rear

lot line of every lot upon which a duplex residence is constructed. The Mesa Ridge Architectural Control Committee shall, in its sole discretion, have the authority to determine rear lot lines (which may be one or more for a single lot) if clear differentiations cannot be made. The aforesaid fence shall be in place prior to the first occupancy of the duplex and continuously thereafter as long as this Declaration of Covenants, Conditions and Restrictions remains in force and effect.

There shall be sidewalks adjacent to all property lines where they abut streets and such sidewalks shall be in place prior to the first occupancy of the residential dwelling located on the lot on which the sidewalk is to be located.

A-6. LOT AREA AND WIDTH. No residential dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum front building setback line nor shall any residential dwelling be erected or placed on any lot having an area of less than 6,000 square feet. No resubdivision shall be permitted that would increase the total number of lots within the subdivision.

A-7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven and one-half (7-1/2) feet of each lot. Within these easements, no structure, trees, vines, plants or any other thing shall be placed or permitted to remain which may in any way damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

A-8. NUISANCES. No noxious or offensive activities of any kind shall be permitted upon any lot, nor shall anything be done thereon which constitutes a nuisance or which may be or may become an annoyance to the neighborhood.

A-9. TEMPORARY STRUCTURES OR EMBLACEMENTS. No structure or emplacement of a temporary character, mobile home, trailer, derelict, junk or racing motor vehicle, or any motor vehicle without a current license tag, or any tent, shack, barn or other outbuilding which exceeds eight feet in height or is in excess of eight feet in width and ten feet in length, shall be erected, placed, driven onto, altered, or permitted to remain on any lot at anytime, either temporarily or permanently, without the prior written consent of the Mesa Ridge Architectural Control Committee. Each and every lot of the subdivision is intended solely for the erection of a duplex or single-family unit dwelling and attached garages or carports, and therefore no mobile home or preconstructed building of any kind may be moved upon any lot for any purpose, save and except that Provident Development Company or its assigns, successors or duly authorized agents may utilize temporary structures for a sales office or construction office which may be moved onto a lot. This provision shall not apply to vehicles, equipment or temporary structures utilized by Provident Development Company, its transferees or assigns, or contractors or subcontractors when engaged in construction or repair work, or such work as may reasonably be necessary for the completion of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise.

A-10. SIGNS AND SALES PROGRAM. No signs of any kind shall be displayed for public view on any lot excepting that one professional sign of not more than one square foot in size, one sign of not more than five square feet advertising the property for sale or rent, or signs of modest dimensions used by a builder to advertise the property during the construction and sale period may be permitted. The "For Sale" sign on any new construction shall be as approved by Provident Development Company, its successors, assigns or duly authorized agents. All merchandising, advertising and sales programming in the subdivision shall be subject to approval by Provident Development Company, its successors, assigns or duly

authorized agents and shall be in conformity with the general marketing plan for the subdivision.

A-11. OIL, GAS, MINERAL, MINING AND EXCAVATION OPERATIONS.

No oil, gas, mineral, mining or excavation operations of any kind or character, no drilling or prospecting for oil, gas or other minerals, no oil, gas or other mineral development operations, refining, quarrying, or mining operations shall at any time be permitted upon any lot or other area within the subdivision.

No oil wells, derricks or tanks, tunnels, mineral excavations or shafts designed for oil or gas production or exploration or for the mining of any other mineral shall ever be permitted upon any lot or any other area of the subdivision.

A-12. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other small and domesticated household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

A-13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

A-14. MASONRY REQUIREMENTS. Residences located on interior lots shall have a minimum of twenty-five per cent (25%) of their exterior walls of the ground floor of stone or masonry construction. Residences located on corner lots shall have a minimum of sixty per cent (60%) of the ground floor exterior walls facing streets of stone or masonry construction. In computing these percentages, (1) all gables shall be excluded from the total area of exterior walls, (2) all windows and door openings shall be excluded from the total area of the exterior walls, and (3) stone and masonry used on fireplaces, chimneys and walls of an attached garage may be included in the computation as stone or masonry used. For the

purpose of determining masonry requirements, both sides of a duplex shall be counted as one residence.

B.

B-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots within the subdivision has been recorded, agreeing to change such covenants in whole or in part.

B-2. ENFORCEMENT. Enforcement shall be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Reasonable attorney's fees shall be allowed to any party prevailing in any action in any court of competent jurisdiction to enforce any of the provisions contained in this instrument.

B-3. SEVERABILITY. Severability and invalidation of any of these covenants by judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

WITNESS ITS HAND at Austin, Texas, this 6th day of JANUARY, 1978.

PROVIDENT DEVELOPMENT COMPANY

NO SEAL

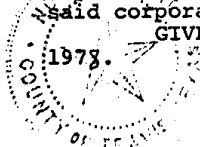
By:

James H. Mills
Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared James H. Mills, Vice President of Provident Development Company, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of JANUARY, 1978.



John R. Hogan
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS

County of Williamson

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 9th day of Jan. A. D. 1978, at 8:00 o'clock A. M., and duly recorded this

the 9th day of Jan. A. D. 1978 at 1:50 o'clock P. M., in the

Deed

Records of said County, in Vol. 695 pp. 145

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By *Glenn Byrnie* Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas

THE STATE OF TEXAS I
COUNTY OF WILLIAMSON I

KNOW ALL MEN BY THESE PRESENTS:

6729

On this the 28th day of July, 1978, the Architectural Committee created by the restrictions of record in Volume 695, Page 145, Williamson County Deed Records for Mesa Ridge, Sections I, III and IV, a subdivision in Williamson County, Texas, according to the plat of record as Mesa Ridge, Section I, as shown by plat, recorded in Cabinet D, Slide 3-4, Plat Records of Williamson County, Texas; Mesa Ridge, Section 3, as shown by plat, recorded in Cabinet D, Slide 31, Plat Records of Williamson County, Texas and Mesa Ridge, Section Four, as shown by plat, recorded in Cabinet D, Slide 32, Plat Records of Williamson County, Texas, approved the plans and specifications submitted by Provident Development Company for the improvements to be constructed upon the following described lot located in said subdivision, to wit;

Approval for 6' cedar fence located on the following lots, said fence being 20' from the property line.

Mesa Ridge, Section One

Lot	Block	Lot	Block
9	A	7	C
10	A	15	G
25	A	16	G
26	A	14	H
39	A	15	H
1	B	13	J
8	C		
Mesa Ridge, Section Four			
40	A	47	A

as well as the location of the structure upon said lot.

APPROVED on this 1st day of August, 1978.

ARCHITECTURAL CONTROL COMMITTEE

By: James H. Mills
James H. Mills
By: Danny D. Doering
Danny D. Doering
By: Joyce H. Grider
Joyce H. Grider

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared James H. Mills, of the Architectural Committee of Mesa Ridge, Section 1, 3, and Four, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the _____ day of August, 1978.



Carla L. Marion
Notary Public in and for
Travis County, Texas

CARLA L. MARION
MY COMMISSION EXPIRES 6-26-80

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared Danny D. Doering, of the Architectural Committee of Mesa Ridge, Section 1, 3 and Four, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 1st day of August, 1978.



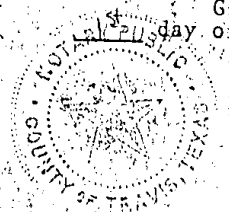
Cana L. Marion
Notary Public in and for
Travis County, Texas

CANA L. MARION
MY COMMISSION EXPIRES 6-26-80

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared Joyce H. Grider, of the Architectural Committee of Mesa Ridge, Section 1, 3, and Four, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 4th day of August, 1978.



Cana L. Marion
Notary Public in and for
Travis County, Texas

CANA L. MARION
MY COMMISSION EXPIRES 6-26-80

THE STATE OF TEXAS }
County of Williamson } I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 29th day of Aug. 78 at 8:00 o'clock a M., and duly recorded this the 29th day of Aug. 78 at 11:55 o'clock a M. in the Deed Records of said County, in Vol. 726 pp. 495

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.
By Barbara Sheffield Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas

AMENDMENT NO. ONE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
MESA RIDGE, SECTIONS I, III AND IV

THE STATE OF TEXAS :

9426

COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned are the owners of all of the lots in Mesa Ridge, Section I, as shown by the map or plat of said subdivision recorded in Cabinet D, Slide 3-4, Plat Records of Williamson County, Texas; Mesa Ridge, Section III, as shown by the map or plat of said subdivision recorded in Cabinet D, Slide 31, Plat Records of Williamson County, Texas, and Mesa Ridge, Section IV, as shown by the map or plat of said subdivision recorded in Cabinet D, Slide 32, Plat Records of Williamson County, Texas, hereinafter referred to as "subdivision"; and

WHEREAS, said subdivision is subject to that one certain Declaration of Covenants, Conditions and Restrictions for Mesa Ridge, Sections I, III and IV, dated the 6th day of January, 1978, of record in Volume 695, Page 145, Deed Records of Williamson County, Texas, to which instrument and its record reference is here made for all purposes; and

WHEREAS, the undersigned desire to amend the aforesaid Declaration of Covenants, Conditions and Restrictions as hereinafter provided:

NOW, THEREFORE, for and in consideration of the mutual benefits to the present and future owners of lots within the subdivision, the undersigned acting by and through their duly authorized officers or agents, hereby adopt, confirm and ratify this Amendment No. One to the aforesaid Declaration of Covenants, Conditions and Restrictions for Mesa Ridge, Sections I, III and IV, by amending Paragraph A-1 of Article A thereof to read as indicated:

"A-1. LAND USE AND BUILDING TYPES. Each lot shall be used for residential purposes as herein provided and for no other use. No building shall be erected, altered, placed or permitted on any lot other than one detached, single-family dwelling; provided, however, that a duplex residence dwelling may be constructed on Lots 26-39, A, Lot 1, B and Lot 8, C in Section I, on any lots in Section III, and on any lots in Section IV. No dwelling shall exceed two (2) stories in height. Single-family dwellings shall have an attached private garage or carport for not more than three (3) cars. No business of any kind shall be conducted in any residence or on any lot with the exception of the rental of duplexes and the business of Provident Development Company, its successors, transferees, or assigns, in developing all of the lots within the subdivision.

This Amendment No. One amends and supplements the aforesaid Declaration of Covenants, Conditions and Restrictions for Mesa Ridge, Sections I,

III and IV, and by the execution hereof, the undersigned do hereby affirm, ratify and confirm the declarations, covenants, conditions and restrictions contained therein.

EXECUTED this 23rd day of AUGUST, 1978.

NO SEAL

PROVIDENT DEVELOPMENT COMPANY

By [Signature]
Its VICE-PRESIDENT

EXECUTED this 2nd day of October, 1978.

NO SEAL

DURHAM HOMES, INC.

By [Signature]
Its [Signature]

EXECUTED this 21st day of August, 1978.

[Signature]
Lavan R. Parker
[Signature]
Lucille M. Parker

EXECUTED this 9th day of September, 1978.

NO SEAL

THOMAS D. KOZIOWSKY, INC.

By [Signature]
President

EXECUTED this 9th day of September, 1978.

NO SEAL

REVELLE HOMES, INC.

By [Signature]

EXECUTED this 9th day of September, 1978.

NO SEAL

TRAMCO BUILDERS, INC.

By [Signature]

EXECUTED this 21st day of August, 1978.

[Signature]
G. Frank Jordan

EXECUTED this 13 day of Sept, 1978.

NO SEAL GERLICH HOMES, INC.

By Charles Gerlich

EXECUTED this 6th day of September, 1978.

NO SEAL O'DONNELL HOMES, INC.

By Tony O'Donnell

EXECUTED this 12th day of September, 1978.

NO SEAL P&W CONSTRUCTION CO., INC.

By T. Williams

EXECUTED this 31st day of August, 1978.

NO SEAL DEAN SCHMIDT HOMES, INC.

By Edward Schmidt
PRESIDENT

EXECUTED this 9th day of September, 1978.

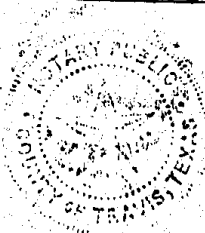
C. R. Still

EXECUTED THIS 14th day of September, 1978.
THE STATE OF TEXAS : JOE B. MANN, INC.

COUNTY OF TRAVIS : Joe B. Mann
President

BEFORE ME, the undersigned authority, on this day personally appeared JAMES H. MILLS, VICE-PRESIDENT of Provident Development Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of August, 1978.



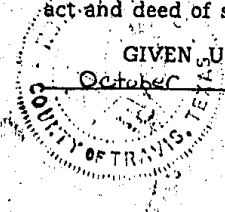
Joyce H. Grider
Notary Public in and for
Travis County, Texas

JOYCE H. GRIDER
MY COMMISSION EXPIRES 6-16-80

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared Alvin Durham of Durham Homes, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of October, 1978.

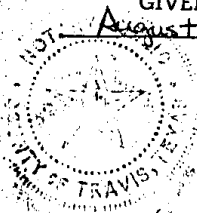
Cana L. Marion
Notary Public in and for
Travis County, Texas

CANA L. MARION
MY COMMISSION EXPIRES 6-28-80

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared LAVAN R. PARKER and LUCILLE M. PARKER, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of August, 1978.

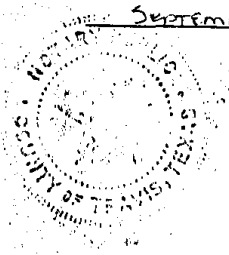
Cana L. Marion
Notary Public in and for
Travis County, Texas

CANA L. MARION
MY COMMISSION EXPIRES 6-28-80

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared Thomas D. Koziowski, President of THOMAS D. KOZIOWSKY, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 day of September, 1978.

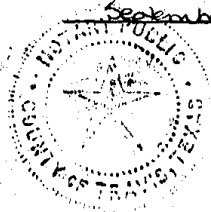
Cana L. Marion
Notary Public in and for
Travis County, Texas

CANA L. MARION
MY COMMISSION EXPIRES 6-28-80

THE STATE OF TEXAS :
COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared Quincy D. Stried, President of REVELLE HOMES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of September, 1978.



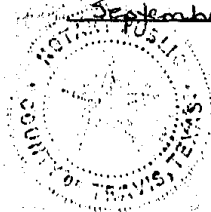
Cana L. Marion
Notary Public in and for
Travis County, Texas

CANA L. MARION
MY COMMISSION EXPIRES 6-26-80

THE STATE OF TEXAS :
COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared E. L. Ramser, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of September, 1978.



Cana L. Marion
Notary Public in and for
Travis County, Texas

CANA L. MARION
MY COMMISSION EXPIRES 6-26-80

THE STATE OF TEXAS :
COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared G. FRANK JORDAN, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of AUGUST, 1978.



Joyce H. Grider
Notary Public in and for
Travis County, Texas

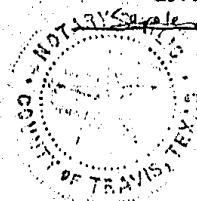
JOYCE H. GRIDER
MY COMMISSION EXPIRES 6-16-80

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared Charles W. Gerlich of GERLICH HOMES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of September, 1978.



Cana L. Marion
Notary Public in and for
Travis County, Texas

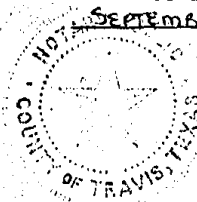
CANA L. MARION
MY COMMISSION EXPIRES 6-26-80

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared GARY O'DONNELL of O'Donnell Homes, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of SEPTEMBER, 1978.



Cana L. Marion
Notary Public in and for
Travis County, Texas

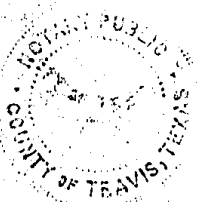
CANA L. MARION
MY COMMISSION EXPIRES 6-26-80

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared Gary Williamson of P&W Construction Co., Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of SEPTEMBER, 1978.

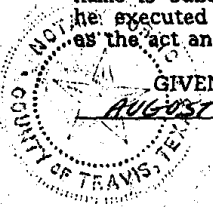


Cana L. Marion
Notary Public in and for
Travis County, Texas

CANA L. MARION
MY COMMISSION EXPIRES 6-26-80

VOL 731 PAGE 534
THE STATE OF TEXAS :
COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD D. SCHMIDT, PRESIDENT of Dean Schmidt Homes, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

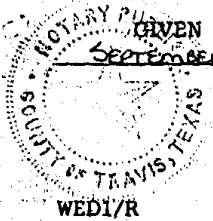


GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of AUGUST, 1978.

Joyce H. Grider
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS :
COUNTY OF TRAVIS :
JOYCE H. GRIDER
MY COMMISSION EXPIRES 6-16-80

BEFORE ME, the undersigned authority, on this day personally appeared C. R. STILL, 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.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of SEPTEMBER, 1978.

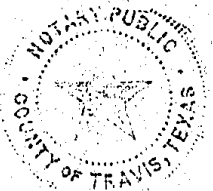
Canal Marion
Notary Public in and for
Travis County, Texas

CANA L. MARION
MY COMMISSION EXPIRES 6-26-80

THE STATE OF TEXAS :
COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared Joe B. Mann, President of Joe B. Mann, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of September, 1978.



Canal Marion
Notary Public in and for
Travis County, Texas

CANA L. MARION
MY COMMISSION EXPIRES 6-26-80

-7-

THE STATE OF TEXAS }
County of Williamson } I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 4th day of Oct. A. D. 1978 at 8:00 o'clock a. M., and duly recorded this the 4th day of Oct. A. D. 1978 at 11:25 o'clock a. M., in the Deed Records of said County, in Vol. 731 pp. 528

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Kathy Davis Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas

THE STATE OF TEXAS I
COUNTY OF WILLIAMSON I

KNOW ALL MEN BY THESE PRESENTS:

1930

On this the 30th day of April, 1979, the Architectural Control Committee created by the restrictions of record in Volume 695, Page 145, Williamson County Deed Records for Mesa Ridge, Sections I, III and IV, a subdivision in Williamson County, Texas, according to the plat of record as Mesa Ridge, Section 1, as shown by plat, recorded in Cabinet D, Slide 3-4, Plat Records of Williamson County, Texas; Mesa Ridge, Section 3, as shown by plat, recorded in Cabinet D, Slide 31, Plat Records of Williamson County, Texas and Mesa Ridge, Section Four, as shown by plat, recorded in Cabinet D, Slide 32, Plat Records of Williamson County, Texas, approved the plans and specifications submitted by Doyle Hickerson for the improvements to be constructed upon the following described lot located in said subdivision, to-wit:

Lot 28 of Block G, Mesa Ridge, Section 1, 1504 Wroxton Way
Parade of Home Lot
as well as the location of the structure upon said lot.

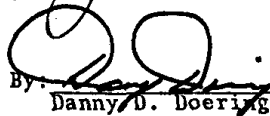
(Special Conditions, if any)

1. Plan #79052
2. Set slab elevations to elevation shown on Area Grading Plan prepared by Hale & Associates.
3. Three foot sidewalk located 2.5 feet from curb as per Parade of Homes detail. Inspections required by Provident Development Company representative.

APPROVED on this 30th day of April, 1979.

ARCHITECTURAL CONTROL COMMITTEE

By: 
James H. Mills

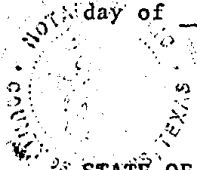
By: 
Danny D. Doering

By: 
Joyce M. Grider

STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared James H. Mills, of the Architectural Control Committee of Mesa Ridge, Sections 1, 3, and Four, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of April, 1979.

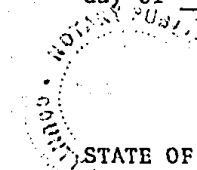


Phyllis A. Hengst
Notary Public
Travis County, Texas
Phyllis A. Hengst
My commission expires on 2-8-81

STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared Danny Doering, of the Architectural Control Committee of Mesa Ridge, Sections 1, 3, and Four, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of April, 1979.



Phyllis A. Hengst
Notary Public
Travis County, Texas
Phyllis A. Hengst
My commission expires on 2-8-81

STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared Joyce H. Grider, of the Architectural Control Committee of Mesa Ridge, Sections 1, 3, and Four, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of April, 1979.



Phyllis A. Hengst
Notary Public
Travis County, Texas
Phyllis A. Hengst
My commission Expires on 2-8-81

THE STATE OF TEXAS
County of Williamson }

I, James N. Boydston, Clerk of the County Court of said County, do hereby cer-

tify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on

the 3rd day of May A.D. 19 79, at 9:30 o'clock a M., and duly recorded this

the 3rd day of May A.D. 19 79, at 2:20 o'clock p M., in the

Deed Records of said County, in Vol. 755 pp. 426

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Donna Bunte Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

VOL 755 PAGE 428

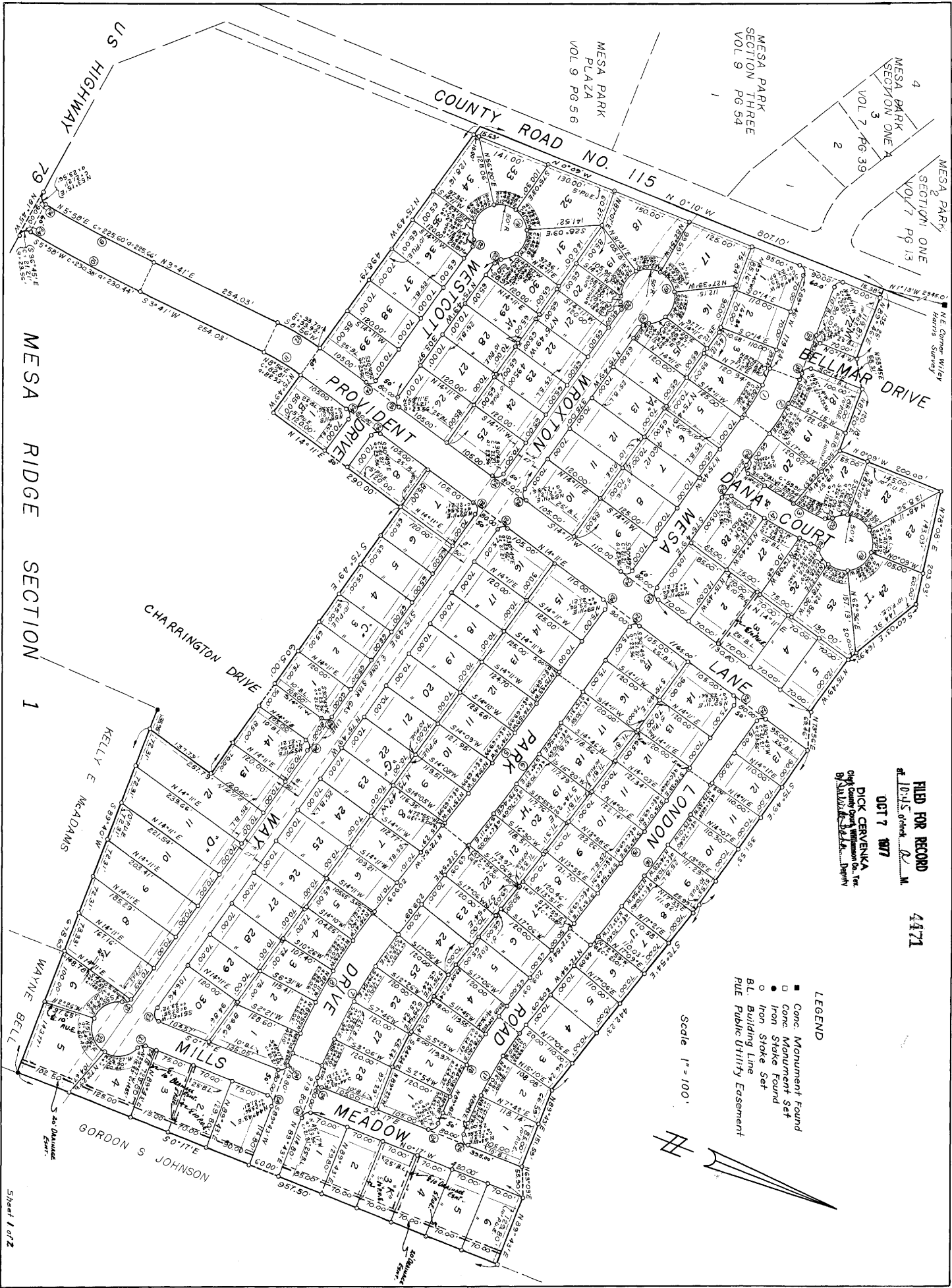
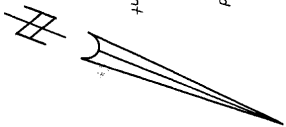
Cabinet "R" Series 3

FILED FOR RECORD
at 10:45 a.m. on OCT 7 1977
DICK CERVENKA
City County Auditor, Topeka, Kan.
By: [Signature]

4471

- LEGEND
- Cone Monument Found
 - Cone Monument Set
 - Iron Stake Found
 - Iron Stake Set
 - BL Building Line
 - PLU Public Utility Easement

Scale 1" = 100'



MESA RIDGE SECTION 1

BOUNDARY DESCRIPTION OF MESA RIDGE SECTION 1

BEGINNING at a concrete monument set for the northeast corner of this tract, said monument also being in the west E.C.S. of COUNTY ROAD 115, from which concrete monument the northeast corner of the Wiley Harris Survey bears N 1 1/2' W, 2945.0 feet.

THENCE with the north line of this tract the following 13 courses and distances numbered 1 through 13:

1. N 86°46'E, 135.03 feet to an iron pin set.
2. N 58°45'E, 186.31 feet to an iron pin set.
3. N 87°20'E, 120.18 feet to an iron pin set.
4. N 0°09'W, 200.00 feet to an iron pin set.
5. N 78°08'E, 203.03 feet to an iron pin set.
6. S 60°03'E, 164.92 feet to an iron pin set.
7. S 75°49'E, 120.00 feet to an iron pin set.
8. N 73°56'E, 69.46 feet to an iron pin set.
9. S 75°49'E, 351.53 feet to an iron pin set.
10. S 72°56'E, 467.23 feet to an iron pin set.
11. N 85°43'E, 151.55 feet to an iron pin set.
12. N 61°09'E, 55.90 feet to an iron pin set.
13. N 89°43'E, 129.80 feet to a concrete monument set in the west line of the Gordon E. Johnson tract, for the northeast corner of this tract.

THENCE S 0°17'E with said west line 957.50 feet to an iron stake found for the south-east corner of this tract.

THENCE S 89°40'W, 618.49 feet to an iron stake found.

THENCE N 14°11'E 137.79 feet to an iron stake set.

THENCE N 75°49'W, 605.00 feet to an iron pin set.

THENCE S 14°11'W, 290.00 feet to an iron pin set.

THENCE N 75°49'W, 85.00 feet to an iron pin set.

THENCE with the proposed east R.O.W. line of PROVIDENT LANE the following four (4) courses and distances numbered 1 through 4:

1. S 8°56'W, 82.81 feet to an iron pin set.
2. S 3°41'E, 254.03 feet to an iron pin set.
3. S 5°58'W, 230.38 feet to an iron pin set.
4. S 36°45'E, 21.21 feet to an iron pin set in the north R.O.W. line of U.S. Highway 79.

THENCE N 81°45'W with said north R.O.W. 90.00 feet to an iron pin set.

THENCE with the proposed west R.O.W. line of PROVIDENT LANE the following four (4) courses and distances numbered 1 through 4:

1. N 53°15'E, 21.21 feet to an iron pin set.
2. N 5°58'E, 225.60 feet to an iron pin set.
3. N 3°41'W, 254.03 feet to an iron pin set.
4. N 8°56'E, 93.79 feet to an iron pin set.

THENCE N 75°49'W, 498.79 feet to an iron pin set in the east R.O.W. line of said COUNTY ROAD 115.

THENCE N 0°10'W with said east R.O.W. 807.10 feet to the PLACE OF BEGINNING and containing 43.45 acres of land.

CURVE DATA

1	2	3	4	5	6
I = 14°25'	14°25'	14°20'	14°20'	2°55'	2°55'
R = 361.09'	421.09'	515.17'	565.17'	6874.23'	6834.23'
T = 45.67'	53.26'	64.78'	71.06'	175.00'	176.53'
A = 90.86'	105.95'	128.88'	141.39'	349.94'	352.99'
C = 90.62'	105.67'	128.54'	141.02'	349.90'	352.95'

7	8	9	10	11	12
I = 17°23'	17°23'	4°36'	4°36'	10°30'	10°30'
R = 921.21'	981.21'	2831.20'	2891.20'	452.51'	512.51'
T = 140.83'	150.00'	112.89'	115.28'	41.58'	47.09'
A = 279.49'	297.70'	225.66'	230.44'	82.93'	93.92'
C = 278.42'	296.55'	225.60'	230.38'	82.81'	93.79'

13	14	15	16	17	18
I = 89°55'	90°05'	2°55'	2°55'	17°23'	17°23'
R = 15.02'	14.98'	7174.33'	7224.23'	631.21'	681.21'
T = 15.00'	15.00'	182.64'	183.91'	96.49'	104.14'
A = 23.57'	23.55'	365.20'	367.75'	191.51'	206.68'
C = 21.23'	21.20'	365.17'	367.71'	190.77'	205.88'

19	20	21	22	23	24
I = 28°02'	52°01'	59°21'	223°10'	104°28'	90°00'
R = 50.00'	15.00'	15.00'	50.00'	15.00'	15.00'
T = 7.32'	8.54'	8.54'	19.36'	15.00'	15.00'
A = 247.87'	13.62'	15.53'	194.75'	27.35'	23.56'
C = 13.15'	13.15'	14.85'	23.72'	23.72'	21.21'

STATE OF TEXAS:
COUNTY OF TRAVIS:

THAT I, Thomas J. Dodd, do HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUB-DIVISION REGULATIONS OF THE CITY OF ROUND ROCK, TEXAS.

April, 13, 1977
DATE

Thomas J. Dodd
Thomas J. Dodd
Registered Professional Surveyor No. 1882

STATE OF TEXAS:
COUNTY OF TRAVIS:
KNOW ALL MEN BY THESE PRESENTS:

THAT W.F. PROVIDENT DEVELOPMENT COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AND HAVING ITS HOME OFFICE IN DALLAS, TEXAS ACTING HEREIN BY AND THROUGH ITS VICE PRESIDENT, JAMES H. MILLS OWNER OF THAT CERTAIN 152.48 ACRE TRACT OF LAND OUT OF THE P.A. HOLDER SURVEY IN WILLIAMSON COUNTY, TEXAS, CONVEYED TO IT BY A DEED OF RECORD IN VOLUME 667 PAGE 415, OF THE WILLIAMSON COUNTY TEXAS DEED RECORDS, DO HEREBY SUBDIVIDE 43.62 ACRES IN ACCORDANCE WITH ATTACHED PLAT TO BE KNOWN AS "MESA RIDGE SECTION 1 AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE 13th DAY OF April, 1977, A.D.

PROVIDENT DEVELOPMENT COMPANY

James H. Mills
JAMES H. MILLS, VICE PRESIDENT

STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES H. MILLS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING AND WHO ACKNOWLEDGED TO ME THAT THIS WAS THE ACT AND DEED OF THE SAID CORPORATION AND THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 13th DAY OF APRIL, 1977, A.D.

David R. Hogan
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY

PASSED AND APPROVED ON THE 28th DAY OF April, 1977, A.D.

ATTEST

APPROVED

James Land
SECRETARY CITY OF ROUND ROCK, TEXAS

Ray Lutton
MAYOR CITY OF ROUND ROCK, TEXAS

APPROVED THIS THE 28 DAY OF April, 1977, A.D., BY THE CITY PLANNING COMMISSION OF THE CITY OF ROUND ROCK, TEXAS, AND AUTHORIZED FOR RECORDING BY THE COUNTY CLERK.

Patricia B. Liberto
SECRETARY

William F. Bungan
CHAIRMAN

STATE OF TEXAS

COUNTY OF WILLIAMSON

I, DICK CERVENKA, COUNTY CLERK IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT TOGETHER WITH ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE 7th DAY OF October, 1977 AT 10:45 O'CLOCK, P.M. AND DULY RECORDED THIS THE 7th DAY OF October, 1977, AT 3:00 O'CLOCK P.M. IN THE PLAT RECORDS OF SAID COUNTY IN VOLUME D, PAGE slide 3-4

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT GEORGETOWN, TEXAS, THE DATE LAST WRITTEN ABOVE.

DICK CERVENKA, CLERK COUNTY COURT, WILLIAMSON COUNTY TEXAS BY *Strutide Babas* DEPUTY

Plot "B" Slide 4