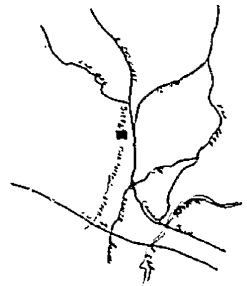


LEGEND
 1 - From Plat 57
 2 - From Plat 58
 3 - From Plat 59
 4 - From Plat 60
 5 - From Plat 61
 6 - From Plat 62
 7 - From Plat 63
 8 - From Plat 64
 9 - From Plat 65
 10 - From Plat 66
 11 - From Plat 67
 12 - From Plat 68
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 36 - From Plat 92
 37 - From Plat 93
 38 - From Plat 94
 39 - From Plat 95
 40 - From Plat 96
 41 - From Plat 97
 42 - From Plat 98
 43 - From Plat 99
 44 - From Plat 100

CURVE DATA

Curve No.	Stationing	Radius	Chord	Angle	Area	Perimeter
1	1+00.00 to 1+100.00	100.00	100.00	90.00	7853.98	314.16
2	1+100.00 to 1+200.00	100.00	100.00	90.00	7853.98	314.16
3	1+200.00 to 1+300.00	100.00	100.00	90.00	7853.98	314.16
4	1+300.00 to 1+400.00	100.00	100.00	90.00	7853.98	314.16
5	1+400.00 to 1+500.00	100.00	100.00	90.00	7853.98	314.16
6	1+500.00 to 1+600.00	100.00	100.00	90.00	7853.98	314.16
7	1+600.00 to 1+700.00	100.00	100.00	90.00	7853.98	314.16
8	1+700.00 to 1+800.00	100.00	100.00	90.00	7853.98	314.16
9	1+800.00 to 1+900.00	100.00	100.00	90.00	7853.98	314.16
10	1+900.00 to 2+000.00	100.00	100.00	90.00	7853.98	314.16



WESTCREEK SECTION TWO



1) Cont. lines of 5/16 in. dia. 1/2 in. pitch and 5/16 in. dia. 1/2 in. pitch.
 2) Cont. lines of 5/16 in. dia. 1/2 in. pitch and 5/16 in. dia. 1/2 in. pitch.
 3) Cont. lines of 5/16 in. dia. 1/2 in. pitch and 5/16 in. dia. 1/2 in. pitch.



1. I, *[Signature]*, Clerk of the County Court, within and for the State and County of Travis, do hereby certify that the foregoing plat of writing with its certificate of acknowledgment, was duly filed for record in the County Clerk's Office on this 29th day of December, 1977, at 2:45 o'clock P.M., and duly recorded in the County Clerk's Office on this 29th day of December, 1977, in the plat records in Book 29, Page 124, at the 12:15 o'clock P.M. of the same date.

Witness my hand and seal of office this 29th day of December, 1977, at Austin, Texas.

[Signature]
 Clerk of the County Court, Travis County, Texas.

STATE OF TEXAS
 COUNTY OF TRAVIS

I, *[Signature]*, the undersigned authority, on this day personally appeared James H. Mills, Vice President, President Development Company, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing plat of writing, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 29th day of December, 1977.

[Signature]
 County Clerk, Travis County, Texas.

WITNESSED AND FOR ACKNOWLEDGMENT, by *[Signature]*, 29 Dec. 77
 Director of Planning

Attest and a Notarization for Records, by the Notary Public of the City of Austin, Travis County, Texas, this 29th day of December, 1977.

[Signature]
 Notary Public

[Signature]
 James H. Mills
 Vice President, President Development Company

[Signature]
 James H. Mills
 Vice President, President Development Company

HALE AND ASSOCIATES, INC.
 ENGINEERS
 PLANNERS
 AUSTIN, TEXAS



JUN 24-1955 935 * 10.50

1050

1-14-9411

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

That, PROVIDENT DEVELOPMENT COMPANY, a Texas Corporation, is the owner in fee simple of certain real property located in Travis County, Texas, to be known by official plat designation as Westcreek, hereinafter referred to as the subdivision, a proposed subdivision comprising approximately 400 acres of land out of the Thomas Anderson Survey, conveyed to the said PROVIDENT by deed from Mary Margaret Kelly, a widow and a feme sole, recorded in Volume 4797 at Page 1229 of the Deed Records of Travis County, Texas, save and except said proposed subdivision shall not include any of that property conveyed by PROVIDENT to the Austin Independent School District by deed recorded in Volume 5059 at Page 1355 of the Deed Records of Travis County, Texas; and said proposed subdivision shall also include that property conveyed to PROVIDENT by deed from Roy C. Grumbles and wife, Jessie G. Grumbles and Doris Jean Ellison, joined by her husband, Billy H. Ellison, recorded in Volume 4758 at Page 2268 of the Deed Records of Travis County, Texas.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting said proposed subdivision, PROVIDENT does hereby declare that the above described property and all the lots in the proposed subdivision herein described, and each part thereof, shall be held, sold and conveyed subject to the following easements, covenants, conditions, and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in or to any of the real property or any part thereof in the proposed subdivision, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

5188 1118

DEED RECORDS
Travis County, Texas

1-14-9412

1. LAND USE AND BUILDING TYPES. Each lot, save and except park land and commercial land, shall be used as a residence for a single family and for no other purpose. No building shall be erected, altered, placed or permitted on any lot other than a detached single-family dwelling not to exceed two (2) stories in height, and with an attached private garage or carport for not more than three (3) cars. A single story or split level residence shall contain not less than 1000 square feet, exclusive of open garages and open porches. A two story residence shall contain not less than 600 square feet on the first floor and not less than 1000 square feet for the combined areas of the first and second floors, exclusive of open garages and open porches. No business of any kind shall be conducted in any residence or on any lot with the exception of the business of PROVIDENT, its successors, transferees, or assigns in developing all of the lots within the subdivision.

2. COMMERCIAL LAND. No more than 30 gross acres out of the property shall be used for any commercial use. "Commercial use" as used herein, means a use no more intense than those allowed in "LR" Local Retail, under the current zoning ordinances of the City of Austin, Texas.

3. ARCHITECTURAL CONTROL. There shall be established a Committee known as the Westcreek Architectural Control Committee which shall be composed of three members designated by PROVIDENT. Any two members of said Committee may make a decision, and such decision shall be binding on all members thereof. No building shall be erected, placed or altered on any lot until a copy of the construction plans and specifications and a plan showing the location of the structure have been delivered to and approved by the Westcreek Architectural Control Committee, including, but not limited to, approval as to the quality of workmanship and materials, harmony of external design with the existing structures, and as to location with respect to topography and finished grade elevation. The Committee's approval or disapproval

1-14-9413
as required herein shall be in writing. In the event the
Committee fails to approve or disapprove within 30 days after
plans and specifications have been submitted to it, approval
shall be deemed to have been given by the Committee, and con-
struction in accordance with such plans and specifications shall
be deemed to be in compliance with these covenants and restric-
tions. The plans and specifications and the plan showing the
location of the proposed structure shall remain in the possession
of said Westcreek Architectural Control Committee until this sub-
division has been completed in its entirety.

4. RESUBDIVISION. None of said lots shall be re-
subdivided in any fashion, except that the Westcreek
Architectural Control Committee can approve a resubdivision.

5. DWELLING COSTS AND QUALITY. It being the inten-
tion and purpose of these covenants to assure that all dwellings
erected in said subdivision shall be of a quality of workman-
ship 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 \$12,000.00 for the minimum permitted
dwelling size, no 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 \$12,000.00 based on cost levels
prevailing on the date these covenants are recorded.

6. SET BACK REQUIREMENTS. For the purposes of these
covenants, eaves, steps and open porches shall not be con-
sidered 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.

7. FRONT YARD REQUIREMENTS. No building shall be
located on any lot nearer to the front lot line than 25 feet,
nor further than 40 feet back, nor nearer than 15 feet to a
side line if said side line is a street.

8. SIDE YARD REQUIREMENTS. No building shall be

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1-14-9414

located on any lot nearer than 5 feet to the interior lot line. The combined total side yard requirements are as follows: lots 60 feet wide or less - 10 feet; lots up to and including 61 feet wide - 11 feet; 62 feet wide - 12 feet; 63 feet wide - 13 feet; 64 feet wide - 14 feet; 65 feet and wider - 15 feet.

The width of the lot shall be determined by adding the total distance between the side lot line at the front property line and the rear property line and dividing that total distance by two (2). The rear property line or lines are construed to be those generally running parallel with the street. Side yard lines are construed to be those generally running perpendicular with the street. In the case of irregular shaped lots where a clear differentiation cannot be made between rear and side lot lines the Westcreek Architectural Control Committee will determine the lot width and its decision shall be binding.

9. REAR YARD REQUIREMENTS. No part of the main building including garages and carports shall be located nearer than 15 feet from the rear property lines. If a clear differentiation cannot be made between rear and side lot lines the Westcreek Architectural Control Committee will determine the rear yard location and size and its decision shall be binding.

10. FENCES, WALLS, HEDGES AND UTILITY METERS. No exterior fences, walls, utility meters or hedges may be erected, placed, or altered on any lot until plans and specifications showing the construction and location of such walls, fences, utility meters or hedges are submitted to the Westcreek Architectural Control Committee and approved as to design, materials, and height. No fence, wall, utility meter or hedge may be erected, placed, or altered on any lot nearer to any street than the building set-back line on that lot until approved by the said Westcreek Architectural Control Committee.

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1-14-9415

11. SHRUBS AND TREES. No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curblines at points twenty-five feet from their intersection, or, in the case of a rounded corner, from the intersection of the curblines extended. The same sight line limitations shall apply on any Lot within ten feet of the intersection of a street curblines and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet above ground level.

12. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum front building set-back line nor shall any 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 with the subdivision.

13. 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.

5188 1122

1-14-9416

14. 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.

15. 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 outbuildings which exceeds 8 feet in height or is in excess of 8 feet in width and 10 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 Westcreek Architectural Control Committee. Each and every lot of the subdivision is intended solely for the erection of single-family unit dwellings and attached garages or carports, and therefore no mobile home or pre-constructed building of any kind may be moved upon any lot for any purpose, save and except that PROVIDENT 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, 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.

16. TRUCKS, BUSES AND TRAILERS. No truck, bus, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked

5188 1123

1-14-9417

on the driveway or any portion of the Lot in such manner as to be visible from the street.

17. 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, its successors, assigns or duly authorized agents. All merchandising, advertising, and sales programming in the subdivision shall be subject to approval by PROVIDENT, its successors, assigns or duly authorized agents and shall be in conformity with the general marketing plan for the subdivision.

18. 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 be permitted upon any lot or any other area of the subdivision.

19. 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.

20. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage

5188 1124

1-14-9418

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.

21. UNDERGROUND ELECTRIC SYSTEM. An underground electric distribution system will be installed to serve all lots in the subdivision. The Owner of each Lot shall, at his own cost and expense, furnish, install, own, and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) an underground service cable and appurtenances from the meter installed upon the Lot by the electric company to such point as may be designated by such company on the property line of such Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner shall also install, furnish, own, and maintain at his own cost and expense a meter loop (in accordance with the then current standards and specifications of the electric company) for the residence constructed on the Lot. For so long as underground service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle, alternating current.

22. 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 twenty (20) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years.

23. RELEASE OF RESTRICTIONS. Notwithstanding any provision of this instrument to the contrary, the Westcreek Architectural Control Committee shall, with the written consent of not less than 90% of the lot owners, have the right to amend

1-14-9419

the restrictions set out in this instrument. Upon the recordation of such amended restrictions, reflecting the acceptance of the Westcreek Architectural Control Committee and 90% of the lot owners, the restrictions set out in this agreement shall automatically and irrevocably terminate and be of no further force and effect as to the property covered by the substitute restrictions.

24. GOVERNMENTAL APPROVAL. In the event the restrictions set out in this instrument are modified, changed, altered or rejected by the City of Austin or any other governmental entity having jurisdiction over the subdivision and development of the Restricted land, then this instrument shall be deemed to have been modified and amended to comply with said governmental action, and shall thereafter be construed in a manner consistent with such governmental action.

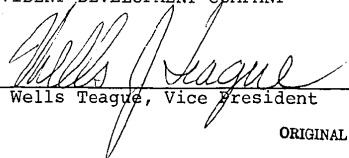
25. ENFORCEMENT. Enforcement shall be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Reasonable attorney's fees shall be allowed to any party prevailing in any action in any court of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

26. 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.

PROVIDENT DEVELOPMENT COMPANY

(NO SEAL)

By


Wells Teague, Vice President

ORIGINAL DIM

5188 1126

1-14-9420

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared WELLS J. TEAGUE, the 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 considerations 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 23rd day of June, 1975.

NOTARY SEAL

David A. Mundy ORIGINAL DIM
Notary Public in and for Travis County, Texas

FILED
JUN 24 4 26 PM 1975
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this Instrument was FILED on the date and at the time stated hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

JUN 24 1975



Louis R. Anger
COUNTY CLERK
TRAVIS COUNTY, TEXAS

5188 1127

1-83-1255

00
1700
Jury

DECLARATION OF SUBSTITUTE COVENANTS,
CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS ~~7025~~ 1287 * 19:00

COUNTY OF TRAVIS I KNOW ALL MEN BY THESE PRESENTS:

THAT, Larry O. Jackson and wife,
Karen Ann Jackson (Jacksons) and PROVIDENT DEVELOPMENT COMPANY
(Provident), a Texas corporation, are the sole owners in fee
simple of certain real property located in Travis County, Texas
and known by official plat designation as Westcreek, Section One
Amended, hereinafter referred to as the subdivision, a subdivision
comprising 28.90 acres of land out of the Thomas Anderson Survey
No. 17, conveyed to the said Provident Development Company by deed
recorded in Volume 4797, Page 1229, and Volume 4758, Page 2268,
of the Deed Records of Travis County, Texas as shown by the map
or plat of said subdivision, recorded in Book 76, Page 384, Plat
Records of Travis County, Texas; and

THAT, all of the lots in said subdivision are subject
to certain covenants, conditions, restrictions, charges and agree-
ments in accordance with the provisions of that one certain
instrument executed on the 23rd day of June, 1975, by and through
duly authorized officers of Provident Development Company of record
in Volume 5188, Page 1118 of the Deed Records of Travis County, Texas,
hereinafter referred to as the Original Restrictions; and

THAT, the Jacksons and Provident desire to substitute
the covenants, conditions and restrictions hereinafter stated in
place of those contained in said Original Restrictions insofar
as they relate to the aforesaid subdivision, but not otherwise,
for the purposes of enhancing and protecting the value, attractiveness
and desirability of the lots constituting said subdivision.

NOW THEREFORE, for and in consideration of the mutual
benefits to the Jacksons, Provident and future owners of the property
in said subdivision, the Jacksons and Provident acting through
its duly authorized officer, do hereby substitute and make all of
the lots in said subdivision subject to the following covenants, con-

1-83-1256

ditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in any of the real property or any part thereof in the subdivision, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to-wit:

A.

A-1. LAND USE AND BUILDING TYPES. Each lot shall be used as a residence for a single-family and for no other purpose, except Lot 22, Block E, which may be developed for multi-family residential purposes not to exceed 10 units per acre. No building shall be erected, altered, placed or permitted on any lot, except Lot 22, Block E, other than one detached, single-family dwelling not to exceed two (2) stories in height, and with 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 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 shall be erected, placed or altered on any lot until a copy of the construction plans and specifications and a plan showing the location of the structure have been delivered to and approved by the Westcreek Architectural Control Committee as established by said Original Restrictions, as to the quality of workmanship and materials, harmony of external design with the existing structures and as to the location with respect to topography and finished grade elevations. The plans and specifications and the plan showing the location of the proposed structure shall remain in the possession of said Westcreek Architectural Control Committee until this subdivision has been completed in its entirety. The Westcreek Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing.

1-83-1257

In the event the Westcreek Architectural Control Committee, or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. When, in the opinion of the Westcreek Architectural Control Committee a waiver or modification of any of the restrictive covenants herein would not impair or detract from the high quality of this subdivision, it may, by written instrument in recordable form, waive or modify any such restriction.

A-3. DWELLING COSTS, QUALITY, AND SIZE. It being the intention and purpose of these covenants to assure that all residential single-family 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 \$22,000.00 for the minimum permitted single-family residential dwelling size, no single-family 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 \$22,000.00 based on cost levels prevailing on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,250 square feet for a single-family residential dwelling of not more than one-story and shall not be less than 700 square feet for a single-family residential dwelling of more than one-story with the combined area of the first and second floors not less than 1,400 square feet.

A-4. SETBACK REQUIREMENTS. Setback requirements are those set forth on the plat of the subdivision of record in Book 76, Page 384, of the Plat Records of Travis County, Texas; provided, however, that no single-family residential dwelling shall be located on any lot further than forty (40) feet back from the front lot line.

1-83-1258

A-5. FENCES, WALLS, HEDGES. No exterior fences, walls and hedges may be erected, placed, or altered on any lot which extends beyond the front of the dwelling erected thereon toward the street on which the lot is situated until the plans and specifications showing the construction and location of such walls, fences, or hedges are submitted to Westcreek Architectural Control Committee and approved as to design, materials, and height.

A-6. LOT AREA AND WIDTH. No single-family residential dwelling shall be erected or placed on any lot having a width of less than fifty (50) feet at the minimum front building setback line nor shall any such 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 except as necessary for the development of Lot 22, Block E, as herein provided.

A-7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of record in Book 76, Page 384, of the Plat Records, of Travis County, Texas. 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 EMPLACEMENTS. No structure or emplacement of a temporary character, mobile home, trailer, derelict, junk or racing motor vehicle, or any motor vehicle without a current

1-83-1259

license tag, or any tent, shack, barn or other outbuildings which exceeds eight (8) feet in height or is in excess of eight feet in width and ten (10) feet in length, shall be erected, placed, driven onto, altered, or permitted to remain on any lot at any time, either temporarily or permanently, without the prior written consent of Westcreek Architectural Control Committee. 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 successors or assigns, 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. TRUCKS, BUSES AND TRAILERS. No truck, bus or trailer shall be parked in the street in front of any lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on the driveway or any portion of the lot as to be visible from the street.

A-11. 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 (5) 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.

1-83-1260

A-12. 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-13. 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-14. 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-15. MASONRY REQUIREMENTS. Single-family dwellings located on interior lots shall have a minimum of fifty per cent (50%) of their exterior walls of the first floor of stone or masonry construction. Single-family dwellings 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.

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

1-83-1261

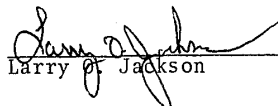
period of twenty (20) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the owners of a majority of the lots within the subdivision has been recorded, agreeing to change such covenants in whole or in part.

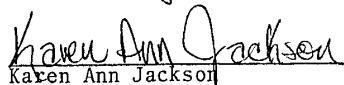
B-2. ENFORCEMENT. Enforcement shall be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Reasonable attorney's fees shall be allowed to any party prevailing in any action in any court of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

B-4. RELEASE OF RESTRICTIONS. Notwithstanding any provision of this instrument to the contrary, the Westcreek Architectural Control Committee shall, with the written consent of the owners of not less than ninety per cent (90%) of the lots in the subdivision, have the right to amend the restrictions set out in this instrument. Upon the recordation of such amended restrictions, reflecting the acceptance of the Westcreek Architectural Control Committee and the owners of not less than 90% of the lots in the subdivision, the restrictions set out in this agreement shall automatically and irrevocably terminate and be of no further force and effect as to the property covered by the substitute restrictions.

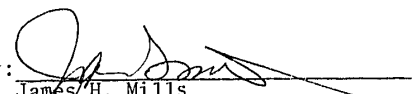
WITNESS its hand at Austin, Texas this 6th day of MARCH, 1978.


Larry Jackson


Karen Ann Jackson

PROVIDENT DEVELOPMENT COMPANY

NO SEAL

By: 
James H. Mills
Vice President

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

1-83-1262

BEFORE ME, the undersigned authority, on this day personally appeared Larry O. Jackson and wife, Karen Ann Jackson, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

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

NOTARY SEAL

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

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of FEBRUARY, 1978.

NOTARY SEAL

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

STATE OF TEXAS COUNTY OF TRAVIS
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 Travis County, Texas, as Stamped hereon by me, on

AUG 14 1978



Doris R. Hines
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
AUG 14 1 36 PM '78

Doris R. Hines
COUNTY CLERK
TRAVIS COUNTY, TEXAS

AUG 14 1983 1286 * 19.00

*1700
Mec
deed*

1-83-1263

DECLARATION OF SUBSTITUTE COVENANTS,
CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, Larry O. Jackson and wife,

Karen Ann Jackson (Jacksons) and PROVIDENT DEVELOPMENT COMPANY (Provident), a Texas corporation, are the sole owners in fee simple of certain real property located in Travis County, Texas and known by official plat designation as Westcreek, Section Two, hereinafter referred to as the subdivision, a subdivision comprising 30.66 acres of land out of the Thomas Anderson Survey No. 17, conveyed to the said Provident Development Company by deed recorded in Volume 4797, Page 1229, and Volume 5309, Page 492, of the Deed Records of Travis County, Texas as shown by the map or plat of said subdivision, recorded in Book 76, Page 124, Plat Records of Travis County, Texas; and

THAT, all of the lots in said subdivision are subject to certain covenants, conditions, restrictions, charges and agreements in accordance with the provisions of that one certain instrument executed on the 23rd day of June, 1975, by and through duly authorized officers of Provident Development Company of record in Volume 5188, Page 1118 of the Deed Records of Travis County, Texas, hereinafter referred to as the Original Restrictions; and

THAT, the Jacksons and Provident desire to substitute the covenants, conditions and restrictions hereinafter stated in place of those contained in said Original Restrictions insofar as they relate to the aforesaid subdivision, but not otherwise, for the purposes of enhancing and protecting the value, attractiveness and desirability of the lots constituting said subdivision.

NOW, THEREFORE, for and in consideration of the mutual benefits to the Jacksons, Provident and future owners of property in said subdivision, the Jacksons and Provident acting through its duly authorized officer, do hereby substitute and make all of the lots in said subdivision subject to the following covenants,

1-83-1264

conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in any of the real property or any part thereof in the subdivision, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to-wit:

A.

A-1. LAND USE AND BUILDING TYPES. Each lot shall be used as a residence for a single-family and for no other purpose. No building shall be erected, altered, placed or permitted on any lot other than one detached, single-family dwelling not to exceed two (2) stories in height, and with 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 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 shall be erected, placed or altered on any lot until a copy of the construction plans and specifications and a plan showing the location of the structure have been delivered to and approved by the Westcreek Architectural Control Committee as established by said Original Restrictions, as to the quality of workmanship and materials, harmony of external design with the existing structures and as to the location with respect to topography and finished grade elevations. The plans and specifications and the plan showing the location of the proposed structure shall remain in the possession of said Westcreek Architectural Control Committee until this subdivision has been completed in its entirety. The Westcreek Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Westcreek Architectural Control Committee, or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to

it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. When in the opinion of the Westcreek Architectural Control Committee a waiver or modification of any of the restrictive covenants herein would not impair or detract from the high quality of this subdivision, it may, by written instrument in recordable form, waive or modify any such restriction.

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 \$22,000.00 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 \$22,000.00 based on cost levels prevailing on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,250 square feet for a residential dwelling of not more than one-story and shall not be less than 700 square feet for a dwelling of more than one-story with the combined area of the first and second floors not less than 1,400 square feet.

A-4. SETBACK REQUIREMENTS. Setback requirements are those set forth on the plat of the subdivision of record in Book 76, Page 124 of the Plat Records of Travis County, Texas; provided, however, that no building shall be located on any lot further than forty (40) feet back from the front lot line.

A-5. FENCES, WALLS, HEDGES. No exterior fences, walls and hedges may be erected, placed, or altered on any lot which extends beyond the front of the dwelling erected thereon toward the street on which the lot is situated until the plans and specifications show-

ing the construction and location of such walls, fences, or hedges are submitted to Westcreek Architectural Control Committee and approved as to design, materials, and height.

A-6. LOT AREA AND WIDTH. No residential dwelling shall be erected or placed on any lot having a width of less than fifty (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 plat of record in Book 76, Page 124, of the Plat Records of Travis County, Texas. 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 outbuildings which exceeds eight (8) feet in height or is in excess of eight feet in width and ten (10) feet in length, shall be erected, placed, driven onto, altered, or permitted to remain on any lot at any time, either tem-

porarily or permanently, without the prior written consent of West-creek Architectural Control Committee. Each and every lot of the subdivision is intended solely for the erection of single-family unit dwellings 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 successors or assigns, 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. TRUCKS, BUSES AND TRAILERS. No truck, bus or trailer shall be parked in the street in front of any lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on the driveway or any portion of the lot as to be visible from the street.

A-11. 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 (5) 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-12. 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-13. 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-14. 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-15. MASONRY REQUIREMENTS. Residences located on interior lots shall have a minimum of fifty per cent (50%) of their exterior walls of the first 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.

1-83-1269

B.

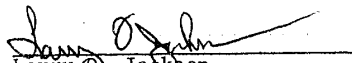
B-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the owners of a majority of the 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.

B-4. RELEASE OF RESTRICTIONS. Notwithstanding any provision of this instrument to the contrary, the Westcreek Architectural Control Committee shall, with the written consent of the owners of not less than ninety per cent (90%) of the lots in the subdivision, have the right to amend the restrictions set out in this instrument. Upon the recordation of such amended restrictions, reflecting the acceptance of the Westcreek Architectural Control Committee and the owners of not less than 90% of the lots in the subdivision, the restrictions set out in this agreement shall automatically and irrevocably terminate and be of no further force and effect as to the property covered by the substitute restrictions.

WITNESS its hand at Austin, Texas this 6th day of MARCH, 1978.


Larry O. Jackson

1-83-1270

Karen Jackson
Karen Ann Jackson

PROVIDENT DEVELOPMENT COMPANY

(NO SEAL)

By: James H. Mills
James H. Mills
Vice-President

THE STATE OF TEXAS I

COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared Larry O. Jackson and wife, Karen Ann Jackson, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

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

NOTARY SEAL

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

THE STATE OF TEXAS I

COUNTY OF TRAVIS I

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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of FEBRUARY, 1978.

NOTARY SEAL

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

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

AUG 14 1978



Doris Thompson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

AUG 14 1 36 PM '78

Doris Thompson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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2-14-6133

MODIFICATION AND RELEASE OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

WHEREAS, on the 23rd day of June, 1975, Provident Development Company, a Texas corporation (hereinafter sometimes referred to as "Provident"), acting by and through its duly authorized officer, executed a Declaration of Covenants, Conditions and Restrictions ("Declaration") of record in Volume 5188, Page 1118, of the Deed Records of Travis County, Texas, covering approximately 400 acres out of the Thomas Anderson Survey in Travis County, Texas, of a proposed subdivision to be known as Westcreek; and

WHEREAS, Paragraph 23 of the Declaration provides in part that the Westcreek Architectural Control Committee shall, with the written consent of not less than 90% of the lot owners, have the right to amend the Declaration; and

WHEREAS, Provident, acting herein as the Westcreek Architectural Control Committee and as the owner of property covered by the Declaration (since Provident has not yet designated members of the Westcreek Architectural Control Committee), together with the undersigned, all of whom represent the owners of not less than 90% of the lots in Westcreek, desire to amend and modify the Declaration as hereinafter provided;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for a good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Provident and the undersigned have AMENDED and MODIFIED, and do hereby AMEND and MODIFY the Declaration as follows:

- (1) All fences and walls constructed on any of the property covered by the Declaration other than those which form a part of a residence shall be constructed of wood and/or masonry;
- (2) As provided in the Declaration, there shall continue to be a Westcreek Architectural Control Committee which shall be composed

2-14-5134

of three members designated by Provident, and any reference to the "Architectural Control Committee" in any declaration of covenants and restrictions affecting any property covered by the Declaration shall be deemed to refer to the committee appointed by Provident. Any two members of said committee may make a decision, and such decision shall be binding on all members thereof. No building shall be erected, placed or altered on any lot until a copy of the construction plans and specifications and a plan showing the location of the structure have been delivered to and approved by the committee, including, but not limited to, approval as to the quality of workmanship and materials, harmony of external design with the existing structures, and as to 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 within 30 days after plans and specifications have been submitted to it, approval shall be deemed to have been given by the committee, and construction in accordance with such plans and specifications shall be deemed to be in compliance with these covenants and restrictions. The plans and specifications and the plan showing the location of the proposed structure shall remain in the possession of the committee until the Westcreek subdivision has been completed in its entirety. Provident, its successors or assigns, reserves the right to appoint additional members to the committee and/or fill any vacancies thereon; and

(3) In all other respects, all of the covenants, conditions and restrictions contained in the Declaration shall be deemed to be terminated and of no further force or effect, and all of the property described therein shall be released free from said Declaration; provided, however, such termination of the Declaration shall not affect or impair any other covenants or restrictions which have been applied against portions of the property since the date of the Declaration, including, but not limited to, the covenants and restrictions for Westcreek Sections One and Two, recorded in Volume 6261, Page

2-14-6135

1596, and Volume 6261, Page 1604, respectively, of the Deed
Records of Travis County, Texas.

EXECUTED as of the 24th day of October, 1979.

PROVIDENT DEVELOPMENT COMPANY

(See Exhibit "A" for Lots
owned by Provident)

(NO SEAL)

By: [Signature]
James H. Mills, Vice-President

BRUCE KIRTLEY, INC.

Lot 24, Block "H"
Westcreek, Section One
Amended

(NO SEAL)

By: [Signature]
Bruce Kirtley, President

Lots 15, 17, 18, 23, 27, 29, 32 CARTER HOMES, INC.
and 34 of Block "D"; Lot 15
of Block "E"; and Lot 1 of
Block "G" in Westcreek,
Section Two.

By: [Signature]
Homer Reed, Vice-President

(NO SEAL)

Lot 7, Block "C"; Lots 5, 7,
11, 12, and 14 of Block "D"
in Westcreek, Section Two.

DOYLE WILSON, INC.
By: [Signature]
Doyle Wilson

(NO SEAL)

Lot 15, Block "G", Westcreek, WESTPARK HOMES, INC.
Section One Amended.
Lot 26 of Block "D" in
Westcreek, Section Two.

By: [Signature]

(NO SEAL)

Lots 16, 17, 18, and 19
of Block "H" in Westcreek,
Section One Amended.

R. E. WEEKLEY, BUILDER, INC.
By: [Signature]
Erle Weekley

(NO SEAL)

MR. RONALD E. SULZER
(Lot 4, Block "K")
5001 Summerset Trail

[Signature]

MR. DENNIS WHITE
(Lot 7, Block "G")
6212 Morning Dew Drive

[Signature]

MR. & MRS. BUCKY COUCH
(Lot 18, Block "C")
6100 Morning Dew Drive

[Signature]

6761 352

2-14-6136

MR. & MRS. ARTHUR D. MUIR
(Lot 28, Block "D")
6203 Morning Dew Drive

Mrs. Arthur Muir

MR. & MRS. RAY KRUGER
(Lot 10, Block "D")
6108 Sun Vista Drive

Mrs. Ray Kruger

MRS. BARBARA CAMPBELL
(Lot 4, Block "D")
6004 Sun Vista Drive

Barbara Campbell

MRS. NANCY WHISENANT
(Lot 5, Block "E")
6101 Sun Vista Drive

Nancy Whisenant

MR. & MRS. ELLIS O. WINDHAM, JR.
(Lot 13, Block "D")
6202 Sun Vista Drive

Mrs. Ellis O. Windham, Jr.

MR. & MRS. LARRY BLACKMAN
(Lot 9, Block "D")
6106 Sun Vista Drive

Mrs. Larry Blackman

MR. & MRS. OLIVER MARTIN THEOPHILUS
(Lot 3, Block "D")
6002 Sun Vista Drive

Oliver Martin Theophilus

6761 353

MR. RAY MITCHELL
(Lot 8, Block "E")
6107 Sun Vista Drive

2-14-6157

Ray Mitchell

Lots 19 and 21 of Block
"C"; Lots 36 and 37 of
Block "D"; and Lot 3 of
Block "G" in Westcreek,
Section Two.

NO BEAR

MANN DEVELOPMENT CORP.

Robert M. Mann
Robert M. Mann

MRS. MERIAM PECHAL
(LOT 12, BLOCK "G")
#300-DRY OAK

Meriam Pechal

6761 354

EXHIBIT "A"

2-14-6138

Lots that are owned by Provident Development Company:

Westcreek, Section One Amended:

Block "E"	Lot: 21
Block "F"	Lot: 14
Block "G"	Lots: 11, 13, 14, 16, 17, 18, 19, 20, 21 and 22
Block "H"	Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 20, 21, 22, 23 and 25
Block "J"	Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20
Block "K"	Lots: 1, 2, 3, 5, 6, 7, 8 and 9
Block "L"	Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12

Westcreek, Section Two:

Block "A"	Lots: 5, 6, 7, 8 and 9
Block "B"	Lots: 1, 2, 3 and 4
Block "C"	Lots: 8, 9, 10, 11, 12, 13, 14, 15, 17, 20, 22, 28, 30, 31, 32 and 33
Block "D"	Lots: 1, 2, 16, 21, 22, 30, 31, 33 and 35
Block "E"	Lots: 1, 2, 3, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19 and 20
Block "F"	Lots: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12
Block "G"	Lots: 2, 5, 6, 8, 9, 10 and 11
Block "R"	Lot: 14

Westcreek, Phase Two, Section One:

Block "B"	Lots: 5, 6, 7 and 8
Block "C"	Lots: 23, 24, 25 and 26
Block "G"	Lot: 21

Westcreek, Section Seven:

Block "C"	Lots: 5 and 6
Block "E"	Lots: 23, 24, 25, 26 and 27

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

2-14-6139

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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of October, 1979.

NOTARY SEAL

Cana L. Marion
Notary Public
Travis County, Texas

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

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Bruce Kirtley, President of BRUCE KIRTLEY, INC., 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, 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 October, 1979.

NOTARY SEAL

Cana L. Marion
Notary Public
Travis County, Texas

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

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Homer Reed, Vice-President of CARTER HOMES, INC., 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, 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 October, 1979.

NOTARY SEAL

Cana L. Marion
Notary Public
Travis County, Texas

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

6761 356

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

2-14-6140

BEFORE ME, the undersigned authority, on this day personally appeared DOYLE WILSON, PRESIDENT of DOYLE WILSON, INC., 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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of OCTOBER, 1979.

NOTARY SEAL

Joyce H. Grider
Notary Public
Travis County, Texas

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

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

BEFORE ME, the undersigned authority, on this day personally appeared RONALD E. SUCCER, Vice-President of WESTPARK HOMES, INC., 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, 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 October, 1979.

NOTARY SEAL

CANA L. MARION
Notary Public
Travis County, Texas

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

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

BEFORE ME, the undersigned authority, on this day personally appeared R. E. WEEKLEY, President of R. E. WEEKLEY, BUILDER, INC., 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, 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 October, 1979.

NOTARY SEAL

CANA L. MARION
Notary Public
Travis County, Texas

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

6761 357

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

2-14-6141

BEFORE ME, the undersigned authority, on this day personally appeared Ronald E. Sulcer, of (Lot 4, Block "K") 5001 Summerset Trail, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of October, 1979.

Cana L. Marion
Notary Public
Travis County, Texas

NOTARY SEAL

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

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Dennis E. White, of (Lot 7, Block "G") 6212 Morning Dew Drive, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of October, 1979.

Cana L. Marion
Notary Public
Travis County, Texas

NOTARY SEAL

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

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Bucky Couch, of (Lot 18, Block "C") 6100 Morning Dew Drive, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of October, 1979.

Cana L. Marion
Notary Public
Travis County, Texas

NOTARY SEAL

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

6761 358

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

2-14-6192

BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Arthur Muir, of (Lot 28, Block "D") 6203 Morning Dew Drive, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of October, 1979.

NOTARY SEAL

Cana L. Marion
Notary Public
Travis County, Texas

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

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Ray Kramer, of (Lot 10, Block "D") 6108 Sun Vista Drive, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of October, 1979.

NOTARY SEAL

Cana L. Marion
Notary Public
Travis County, Texas

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

THE STATE OF TEXAS X

2-14-6143

COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Barbara Campbell, of (Lot 4, Block "D") 6004 Sun Vista Drive, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of October, 1979.

Cana L. Marion
Notary Public
Travis County, Texas

NOTARY SEAL

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

THE STATE OF TEXAS X

COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Nancy Whisenant, of (Lot 5, Block "E") 6101 Sun Vista Drive, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of October, 1979.

Cana L. Marion
Notary Public
Travis County, Texas

NOTARY SEAL

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

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

2-14-6194

BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Ellis O. Wincham of (Lot 13, Block "D") 6202 Sun Vista Drive, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of October, 1979.

Cana L. Marion
Notary Public
Travis County, Texas

NOTARY SEAL

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

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Larry Blackman of (Lot 9, Block "D") 6106 Sun Vista Drive, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of October, 1979.

Cana L. Marion
Notary Public
Travis County, Texas

NOTARY SEAL

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

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Oliver Martin Theophilus, of (Lot 3, Block "D") 6002 Sun Vista Drive, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of October, 1979.

Cana L. Marion
Notary Public
Travis County, Texas

NOTARY SEAL

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

6761 361

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

2-14-6145

BEFORE ME, the undersigned authority, on this day personally appeared Mr. Ray Mitchell, of (Lot 8, Block "E") 6107 Sun Vista Drive, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of October, 1979.

Cana L. Ymanon
Notary Public
Travis County, Texas

NOTARY SEAL

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

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared Robert M. Mann, PRESIDENT of Mann Development Corp., 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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of OCTOBER, 1979.

Joyce H. Grider
Notary Public
Travis County, Texas

NOTARY SEAL

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

6761 362

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

2-14-6146

BEFORE ME, the undersigned authority, on this day personally appeared Meriam Pechal of (Lot 12, Block "G") 4800 Dry Oak Trail, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of October, 1979.

Cara L. Marston
Notary Public
Travis County, Texas

CARA L. MARSTON
MY COMMISSION EXPIRES 6-26-80

NOTARY SEAL

STATE OF TEXAS
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 Travis County, Texas, as stamped hereon by me, on



OCT 25 1979

David J. Thompson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

OCT 25 4 09 PM '79

David J. Thompson

6761 363

ASSIGNMENT OF CONTROL OF ARCHITECTURAL CONTROL COMMITTEE

5

4 20 4658

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS

1000 120539

5.00 TFF
3 03/25/87

THAT, Provident Development Company, a division of Lexington Development Company, a Texas Limited Partnership, established a committee known as the Westcreek Architectural Control Committee in accordance with the provisions of that one certain instrument executed on the 23rd day of June, 1975, by and through the duly authorized officer of Provident Development Company, of record in Volume 5188, Page 1118, of the Deed Records of Travis County, Texas, hereinafter referred to as the "Original Restrictions"; and

THAT, Provident Development Company, in accordance with Section Three of the Original Restrictions, has the right and privilege of designating the members of the Architectural Control Committee.

NOW, THEREFORE, for and in consideration of the mutual benefits to Provident Development Company and the current and future owners of the property subject to the Original Restrictions and any subsequent additions or changes thereto, as recorded in the Deed Records of Travis County, Texas, Provident Development Company does hereby designate the Westcreek Neighborhood Association Executive Committee as the Westcreek Architectural Control Committee to ensure compliance with the Original Restrictions for all of the property referenced in the Original Restrictions, save and except any control of property owned by Provident Development Company as of the effective date of this assignment.

By: Robert A. Moorman

Robert A. Moorman

PROVIDENT DEVELOPMENT

COMPANY

10165 0460

REAL PROPERTY RECORDS
Travis County, Texas

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on the 26th day of January, 1987, by Robert A. Moorman.

Sandra L. Rosdahl
NOTARY PUBLIC, State of Texas

SANDRA L. ROSDAHL
Printed Name My Commission Expires March 25, 1987

My Commission Expires: _____

NOTARY SEAL

*Return: Bob Royal
4601 White Elm Dr
Austin Tx. 78749*

FILED
1987 MAR 25 PM 4:17

COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

MAR 25 1987



COUNTY CLERK
TRAVIS COUNTY, TEXAS

10165 0461