



**SUPPLEMENTAL DECLARATION
TO
MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COVERED BRIDGE SUBDIVISION
IN THE CITY OF AUSTIN,
TRAVIS COUNTY, TEXAS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

That this Supplemental Declaration (this "Supplemental Declaration") to the Master Declaration of Covenants, Conditions and Restrictions for Covered Bridge Subdivision in the City of Austin, Travis County, Texas recorded as Document Number 004458 in the Real Property Records of Travis County, Texas (as amended, the "Master Declaration") is made by 71 DHI, Ltd., a Texas limited partnership ("Supplemental Declarant").

WHEREAS, Supplemental Declarant is the owner of that certain property known as Section 5 of Covered Bridge, more fully described on Exhibit A, attached hereto and incorporated by reference herein (the "Annexed Property").

WHEREAS, pursuant to Section 2.4(a) of the Master Declaration, Supplemental Declarant desires to annex the Annexed Property to the property covered by the Master Declaration such that the Annexed Property will be burdened by the Master Declaration.

WHEREAS, Supplemental Declarant also desires to impress upon certain lots in the Annexed Property the assessments set forth below, which assessments shall only apply to the named lots.

NOW, THEREFORE, Supplemental Declarant hereby declares as follows:

1. Supplemental Declarant is the owner of the Annexed Property.
2. Pursuant to Section 2.4(a) of the Master Declaration, the Annexed Property is hereby made subject to the Master Declaration, and shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of the Master Declaration and shall constitute part of the Subdivision (defined in the Master Declaration). In connection therewith, the Annexed Property shall no longer be part of the "Proposed Lot[s]" (defined in the Master Declaration).
3. Lots 1, 2, 3 and 4, Block J of the Annexed Property (collectively, the "Common Driveway Lots"), shall be subject to the following special assessments, which shall be in addition

to the regular annual assessments pursuant to Section 8.2 of the Master Declaration, and such lots shall be developed, held, used, sold and conveyed subject to such special assessments:

The Owners of Lots 1, 2, 3 and 4, Block J of Section 5 shall pay a special assessment of \$125.00 per year to be paid to the Association, for the purpose of maintaining, repairing and replacing the common driveway and common use private gate (Gate"), should one be installed, serving such Lots, which driveway is shown on Exhibit B, attached hereto and incorporated herein by reference for all purposes (the "Driveway Assessment").

4. The Association shall maintain accurate and complete records of funds collected for such Driveway Assessment, but shall not be required to hold such funds in a separate account.

5. The owners of the Common Driveway Lots shall pay the Driveway Assessment annually along with the regular annual assessment pursuant to Section 8.2 of the Master Declaration.

6. The Board of Directors of the Covered Bridge Property Owners' Association (the "Board") may change the amount of such annual assessment for the Driveway Assessment, but in no event may the Board increase such amount by more than five percent (5%) over the amount assessed in the immediately preceding year.

7. In the event the costs of the maintenance, repair or replacement of the common driveway and Gate, if installed, for which the Driveway Assessment is assessed exceed the amount held for such purposes by the Association, the Association shall notify in writing each owner of the Common Driveway Lots of the amount of such deficiency, and each owner thereof shall pay its pro rata, one-fourth share of such deficiency within ten (10) days after such written notice is sent by the Association.

8. The common driveway shall be maintained so that it is consistently free of potholes, cracks, scrapes and gouges and shall be repaired as needed to maintain such standard. The Gate, if installed, shall also be maintained in good working condition and shall be painted so as not to show rust or other noticeable discoloration from the original paint color. The Board will decide as to the necessity of repairs and replacement in accordance herewith after consultation with the owners of the Common Driveway Lots, provided that the Board's decision shall be final and binding on such owners. The Board shall contract for such repair and replacement work. Notwithstanding the foregoing, if damage to the common driveway other than ordinary wear and tear damage, including without limitation, damage from construction equipment and construction vehicles, is caused by one owner or an owner's agents, invitees, licensees or guests (collectively, the "Owner Parties"), then the offending owner, his or her heirs, administrators, executors, successors or assigns shall reimburse the other owners for the damage caused by such Owner Parties.

9. No barriers may be placed permanently or temporarily (except for reasonable construction and repair) within the Access Easement which would result in obstructing vehicular

or pedestrian traffic over the Access Easement. Nothing shall prevent temporary barriers for purposes of directing traffic away from or around areas where construction or repairs are taking place.

EXECUTED on behalf of 71 DHI, Ltd. on the 17th day of April, 2005.

SUPPLEMENTAL DECLARANT:

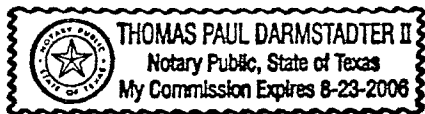
71 DHI, LTD., a Texas limited partnership

By: DH Real Estate Investment Company, a Texas corporation d/b/a DH Investment Company, Its General Partner

By: *Michael L. Schoenfeld*
Michael L. Schoenfeld, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 17th day of April, 2005, by Michael L. Schoenfeld, Vice President of DH Real Estate Investment Company d/b/a DH Investment Company, General Partner of 71 DHI, Ltd., on behalf of said entity.



Thomas Paul Darmstadter II
Notary Public in and for the State of Texas

AFTER RECORDING, please return to Grantee, c/o DH Investment Company, Attn: Tom Darmstadter II, 13000 Hwy 290 W, Austin, TX 78737-9339.

EXHIBIT A

Legal Description

Annexed Property

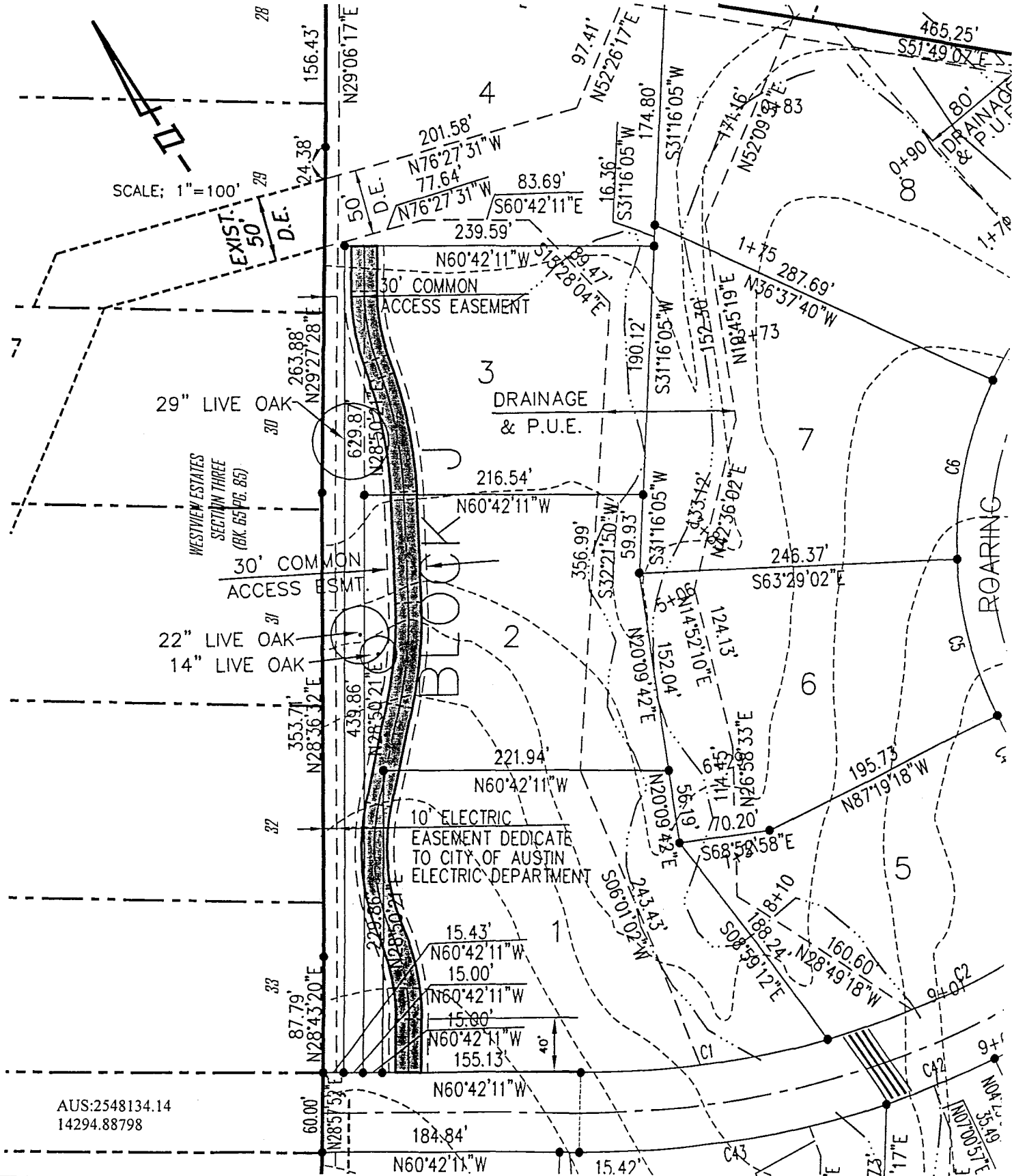
All of Section 5, Covered Bridge Subdivision, as recorded in Volume 102 Pages 20 and 21, Plat Records, Travis County Texas, SAVE AND EXCEPT the following lots:

Lot 10, Block F, Section 5

Lot 10, Block I, Section 5

EXHIBIT B

**Common Driveway for
Lots 1, 2, 3 and 4 of Block J**



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Apr 29 05:05 PM 2005075711

CANTUD \$24.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.