

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR LOHMANS CROSSING ESTATES, SECTION 3

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

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3-62-5830

THIS Amendment to Declaration, made by LOHMANS CROSSING, LTD., a Texas limited partnership (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of those certain lots more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes and located in Lohmans Crossing Estates, Section Three according to the plat thereof recorded in the Map Records of Travis County, Texas (herein referred to as the "Lots"); and

WHEREAS, Declarant has subjected the Lots to the covenants, conditions, restrictions and easements set forth in the Declaration of Covenants, Conditions and Restrictions for Lohmans Crossing Estates, Section Three (herein referred to as the "Declaration"), recorded in Volume 8072, Page 654 of the Deed Records of Travis County, Texas; and

WHEREAS, Declarant desires to amend and supplement said Declaration to further ensure the control and maintenance of the quality and distinction of the Lots.

NOW, THEREFORE, Declarant hereby declares that the Lots are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements (sometimes collectively referred to herein as the "covenants, conditions and restrictions") hereinafter set forth and except as modified herein the conditions, covenants, restrictions and easements set forth in said Declaration shall remain in full force and effect and nothing contained herein shall constitute or be deemed a release or waiver of the conditions, covenants, restrictions and easements set forth in the Declaration.

1.

The Declaration is hereby amended by the addition thereto of the following Article VI:

The Association

6.01. Authority to Manage. Lohmans Crossing Estates, Section Three Homeowners Association (herein referred to as the "Association") shall be organized as a membership non-profit corporation under the laws of the State of Texas, the name of

DEED.

Travis County, Texas

which corporation shall be the Lohmans Crossing Estates Homeowners Association, and it shall be and constitute the governing and administrative body for all Owners for the protection, preservation, upkeep, maintenance, repair, restoration, operation and replacement of the Lots, and for such purpose the Association is hereby irrevocably appointed as attorney-in-fact for all Owners.

6.02. Membership. Each Owner of a Lot, including Declarant, shall by virtue of such ownership automatically be a member (hereinafter referred to as "Member") of the Association and shall remain a Member thereof until such time as his total ownership ceases for any reason, at which time his membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot, and upon any transfer of ownership howsoever caused or brought about, the new Owner shall automatically be and become a member of the Association.

6.03. Board of Trustees. The affairs of the Association shall be managed by a Board of Trustees. All activities, rights, powers, duties, obligations, functions, and responsibilities of the Association shall be performed, exercised, discharged and accomplished through its Board of Trustees, except in any particular case where the laws of the State of Texas or the By-Laws of the Association require that action be taken by vote of the Members. The Board of Trustees may employ the services of a manager or managing agent.

The Board of Trustees shall consist of five (5) persons who are members of the Association, spouses of members, or in the event that a Lot is owned by a corporation or other business entity, an officer, director or shareholder of such entity who resides in the Unit located upon the Lot owned by such entity. JOE T. FOX, LYNN L. YELLEN, VONDEL DAWLEY, WILLIAM V. BERGSTROM and ROBERT M. ALLEN shall act as the Board of Trustees, authorized to do all acts specified herein, until the first annual meeting of the Association. The Trustees shall be elected by the members at the first meeting of the members and at every other annual meeting of the Members thereafter except as otherwise provided in the By-Laws or herein. The candidates receiving the highest number of votes up to the number of members of the Board to be elected shall be deemed elected. Members shall not vote cumulatively for the election of Trustees. The presence of a majority of Trustees at a meeting of Trustees shall constitute a quorum for the transaction of business. The action of a majority of Trustees present at the meeting

at which there is a quorum shall be the act of the Board. The annual meeting of the Board shall be held each year immediately following the annual meeting of the Members, at the place of such annual meeting of Members, for the election of officers and the consideration of any other business that may properly be brought before such meeting. Regular meetings of the Board shall be held at such times and places as the Board shall determine. Special meetings of the Board shall be held at any time upon call by two (2) Trustees. Notice of such special meeting shall be in writing.

Each member of the Board shall serve for a term of two (2) years commencing at the time of his election until his successor is elected, his death, resignation, removal or until he is no longer a member of the Association, whichever is earlier. Any member of the Board may be removed from membership on the Board, with or without cause, by the affirmative vote of seventy-five (75%) percent of the votes represented at a meeting of the Members of the Association called to consider such action.

6.04. Rights, Functions and Obligations of the Association. In addition to all other rights, functions and obligations of the Association under the laws of the State of Texas, this Declaration or the By-Laws, the Association shall have the following rights, functions and obligations:

(a) Right to Non-exclusive Easement - The Association shall have a non-exclusive right of entry, after reasonable notice to the Owner during reasonable hours, onto the individual Lots as may be necessary, for making emergency repairs thereon necessary to prevent damage to any other Lot, Unit or any part thereof, or to abate any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained on a Lot, except that no notice shall be required in cases of emergency.

(b) Repair and Maintenance of Walls - The Association shall be obligated to provide, as a common expense of all Owners, for the care, operation, management, maintenance, repair, replacement and restoration of the walls constructed on the perimeter of certain Lots of Section Three. Without limiting the generality of the foregoing, said obligations shall include keeping said walls in good, clean and attractive condition and repair, keeping said walls safe, attractive and maintained in a manner desirable as a residential community, and making necessary or desirable alterations, additions, betterments or improvements to or on said walls.

(c) Other Association Functions - The Association may undertake or contract for any lawful activity, function or service for the common benefit or to further the common interests of all Owners. Such activities, functions or services may include, but shall not be limited to, the providing of insurance, police, patrol or similar security services, janitorial services, grounds maintenance or landscaping services, the providing of legal and accounting services necessary or desirable in connection with the operation of the Association or the enforcement of the provisions of the laws of the State of Texas regarding subdivisions such as Lohmans Crossing Estates, Section Three, this Declaration or the By-Laws, and any other services for the benefit and enjoyment of all the Owners.

(d) Labor and Services - The Association may, as a common expense of the Owners, obtain and pay for the services of any person or entity as a manager or managing agent to manage, supervise and look after the day to day operations of the Association, as well as the services of such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. Any agreement for professional management of the Association or any other contract providing for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of one (1) year.

Nothing herein shall authorize the Board to furnish any personal services primarily for the benefit or a convenience of any Owner or Owners or any occupant or occupants of any Unit other than services customarily rendered to all Owners and occupants of Units. The Board shall have the exclusive right and obligation to contract for all goods, services and insurance in connection with the administration of the Lots and Association, payment for which is to be made from the Maintenance Fund.

6.05. Actions Without Meetings. Any action required by this Declaration or by law to be taken at a meeting of the Association or at a meeting of the Board may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members of the Association entitled to vote with respect to the subject matter thereof or signed by all of the members of the Board, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.

6.06. Officers. The officers of the Association shall be elected by the Association and shall consist of a President, Vice President, Secretary and Treasurer and such other officers as may be convenient or necessary in the judgment of the Board for the administration and operation of the Association. The officers of the Association shall be elected from among the members of the Board of Trustees.

6.07. Meeting of the Members.

(a) The first meeting of the members of the Association shall be held when called by the Declarant upon thirty (30) days written notice to the Members. Such written notice may be given at any time but must be given not later than ninety (90) days after at least ninety (90%) percent of all of the Lots have been sold by the Declarant, a deed therefor recorded and the purchase price paid.

(b) Thereafter, an annual meeting of the members of the Association shall be held at such other place as may be designated by the Board in Austin, Texas at 7:30 o'clock P.M. on the third Sunday in May of each calendar year (or the first business day thereafter if such day is a governmental or religious holiday). At the discretion of the Board, the annual meeting of the members of the Association may be held at such other reasonable time (not more than thirty [30] days prior to or subsequent to the aforesaid date) as may be designated by written notice of the Board delivered to the members not less than fifteen (15) nor more than thirty (30) days prior to the date fixed for said meeting.

(c) At the annual meeting, the Board shall present an accounting of the Maintenance Fund.

(d) Special meetings of the Members may be called by any Trustee at any time or may be called upon petition to the President by members having at least seventy-five (75%) percent of the votes in the Association. Written or printed notice stating the place, day and hour of such special meeting and the purpose or purposes for which the meeting is called shall be delivered to each Member not less than thirty (30) nor more than twenty-one (21) days before the date of such meeting.

(e) For the purpose of determining the Members entitled to notice of a meeting and to vote at any meeting, the membership of the Association shall be determined at the close of business on the thirtieth (30th) day preceding such meeting.

6.08. Accounting. The Board shall keep or cause to be kept books of detailed account of the receipts and expenditures affecting the Association and its administration and specifying maintenance and repair expenses and any other expenses incurred by or on behalf of the subdivision or Association. Both the books of accounts and all vouchers supporting the entries made therein shall be available for examination at the office of the Association by all Owners and their mortgagees at convenient hours on working days and the Board shall cause to be established and announced for general knowledge the days and hours within which such books shall be available for inspection. All such books and records shall be kept in accordance with generally accepted accounting procedures, consistently applied.

6.09. Notices. Any notice permitted or required to be given to a member of the Board or to an Owner may be delivered personally, by mail or by placing such notice in the mail box facilities of each Owner if such facilities are present in the subdivision. If delivery is made by mail, it shall be deemed to have been delivered three (3) days after deposit in the U.S. Mail, postage prepaid, addressed to an owner at his House or to such other address as the Owner may have given in writing to the Secretary of the Association for the purpose of service of notices. Any address for purposes of notice may be changed from time to time by notice in writing to the Secretary.

6.10. Voting Rights. The Association shall have the following class or classes of voting membership with the following rights:

Class A: Each Owner of a Lot shall be the Class A Member, and by virtue of such membership, the Owner of each Lot shall be entitled to one vote in the Association. There shall be no fractional votes. When the Owner of a Lot consists of more than one person or entity, they shall designate in writing to the Board one of their number to cast their one vote with respect to such Lot.

Class B: Declarant shall be the sole Class B Member, and by virtue of such membership, shall be entitled to two (2) votes for each Lot owned by it; provided that the Class B Membership shall terminate at the time the total votes outstanding in the Class A Membership shall equal or exceed the total votes

outstanding in the Class B Membership; further provided, Declarant shall have the right and option to terminate the Class B Membership at any time by notifying the Association in writing of its election to so terminate its Class B Membership. From and after the happening of whichever of these events occurs earlier, Declarant shall be deemed to be a Class A Member entitled to one vote for each Lot it owns.

## 2.

The Declaration is hereby amended by the addition thereto of the following Article VII:

Regular Annual and Special Assessments

7.01. The Maintenance Fund. All funds collected by the Association from the regular annual maintenance charges and from special assessments as provided for in this Article, shall constitute and be known as the "Maintenance Fund." The Maintenance Fund shall be held, used and expended by the Association for the common benefit of all Members for the following purposes, to-wit: (i) to promote the health, safety, recreation and welfare of the Members, such benefits to include, by way of illustration but not limitation, providing patrol or watchman service, fogging for insect control, enforcing the provisions contained in this Declaration, employing at the request of the Trustees one or more architects, engineers, attorneys, or other consultants, for the purpose of advising the Architectural Control Committee in carrying out its duties and authority as set forth in this Declaration; (ii) to pay the expenses for the common services rendered for the common benefit of the Members; (iii) to pay the expenses of administration and management of the Association; (iv) to pay salaries of employees of the Association; (v) to pay all taxes and other public dues or charges which the Association shall be required to pay; and (vi) to pay all other charges, costs or expenses lawfully incurred by the Association; all of which charges, costs, taxes and expenses to be incurred or paid by the Association are sometimes referred to in this Declaration as the "common expenses" or the "common expenses of the Members". The foregoing uses and purposes are permissive and not mandatory, and all expenses incurred and expenditures and decisions made by the Association in good faith and in accordance with this Declaration, the By-Laws and governmental laws, rules and regulations shall be final and binding upon all Members.

7.02. Annual Maintenance Assessments. The Association, by action of its Board of Trustees, shall levy annual maintenance assessments against the Lots to obtain funds reasonably anticipated to be needed for the purposes stated in the preceding Section 1, including reasonable reserves for contingencies. The amount of the annual maintenance

assessment for Lots in Block A shall not exceed \$300.00, in Block B such annual maintenance assessment shall not exceed \$300.00 and in Block C such annual maintenance assessment shall not exceed \$300.00, except that for any calendar year after the calendar year 1984, the Association may increase said maximum amount of the annual assessment for a Lot, but if any such change increases the maximum amount which can be assessed against a Lot to more than ten (10%) percent of the amount assessed in the preceding calendar year, the change must be approved by seventy-five (75%) percent of the votes cast by each Class of Members at a meeting of Members. No Member shall be exempt or excused from the obligation to pay any annual or special assessment by abandonment of his Lot or his interest therein.

The annual maintenance assessment shall be due and payable to the Association annually, in advance, and without demand, on the first day of January of each calendar year; provided, that on the date of the purchase of a Lot from Declarant or builder, each Member shall pay to the Association a prorata part of the regular annual maintenance charge, which shall bear the same ratio to the full annual amount as the number of days remaining in the year of purchase bears to 365 days.

7.03. Special Assessments. In the event that the Board at any time determines that the annual maintenance assessment is or may prove to be insufficient, or in the event of casualty losses, condemnation losses or other events (including non-payment of annual maintenance assessments by some Owners), then the Board, from time to time by the adoption of a resolution for such purpose, may levy and impose, against each Lot which is subject to the annual maintenance assessment, a special assessment for a specific amount, which shall be paid by each in accordance with the following formula:  $\text{Special Assessment Per Lot} = \text{Total Assessment for All Lots} \times (\text{Annual Assessment for Lot} \div \text{Total Annual Assessments for all Lots})$ . Such special assessment shall not be levied, however, without the prior approval of Owners having at least sixty-six (66%) percent of the votes in the Association, unless a greater number of votes is required by law.

7.04. Liens to Secure Assessments. The annual maintenance assessments and special assessments shall be a personal obligation of the Owner of each Lot as well as an indebtedness against the Lot itself; and in the event any default is made in the payment of any such assessment or any part thereof as the same shall become due and payable, then a valid and subsisting lien is hereby created and shall exist upon and against

the Lot in favor of all other Owners and the Association. No lien shall exist against any Lot for assessments which have not yet become due and payable. The lien provided for herein shall be prior to all other liens, except that such liens shall be subordinate, secondary and inferior to (1) all liens for taxes or special assessments levied by the City, County and State Governments or any political subdivision or special district thereof, and (2) all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date the annual maintenance assessment or special assessment became due and payable, and (3) all liens securing any loan made to any purchaser for any part of the purchase price of any Lot or Unit thereon or for any part of the cost of constructing, repairing, adding to or remodeling the Unit situated on the Lot.

The liens to secure common expenses as herein provided for may be foreclosed without prejudice and subject to the aforesaid prior and superior liens, by suit by the Board or any authorized officer or Member of the Association, acting in behalf of all Owners in like manner as mortgages on real property. No foreclosure suit or sale thereunder shall affect or impair any of the prior liens above mentioned. The Board or any person authorized by it, acting in behalf of all Owners, shall have the power to bid in the Lot foreclosed on at the foreclosure sale, the amount of which bid shall not exceed the total amount of all annual maintenance assessments and special assessments in default, interest and other charges thereon and costs of foreclosure. In the event the Board shall purchase any Lot at any such foreclosure sale, it shall have authority to hold, lease, mortgage or convey the same as Trustee of all other Owners. All funds realized from the foreclosure sale shall be applied first to the cost and expense of filing and prosecuting suit, including all costs of Court and a reasonable amount for attorney's fees, and then towards payment of the indebtedness sued on, together with interest and other charges thereon, and the remainder, if any, shall be paid over to the defendant or defendants in such foreclosure suit as their interests may appear. In the event the proceeds realized from the foreclosure, applied as aforesaid, shall be insufficient to pay off and discharge the whole amount of the assessment sued on, together with interest and other charges thereon, then the purchaser acquiring title to such Lot at such foreclosure sale, whoever he may be, other than the Owner sued, shall not be liable for the deficiency, except for a pro rata part thereof as hereinafter stated, and any such deficiency shall be deemed a common expense, collectible from all Owners, including the purchaser at the foreclosure



sale, on a pro rata basis as in the case of the other common expenses. The Owner sued shall remain personally liable to the Owners paying the deficiency.

7.05. Maintenance Fund. The annual maintenance assessments collected shall be paid into the Maintenance Fund to be held and used for the benefit, directly or indirectly, of the subdivision; and such Maintenance Fund may be expended by the Board for the purposes set forth herein including, without limitation, providing for the enforcement of the provisions of this instrument, the By-Laws of the Association and Rules and Regulations promulgated thereunder; generally for doing those things necessary or desirable in the opinion of the Board to maintain or improve the Subdivision. The use of the Maintenance Fund for any of these purposes, except as provided herein, is permissive and not mandatory, and the decision of the Board with respect thereto shall be final, so long as made in good faith.

7.06. Effect of Nonpayment of Assessment. If any regular annual maintenance assessment is not paid within thirty (30) days from the due date thereof, or if any special assessment is not paid within twenty (20) days of the due date thereof, the same shall bear interest from the due date until paid at the highest non-usurious interest rate allowed under the laws of the State of Texas, and if placed in the hands of an attorney for collection, or if suit is brought thereon, or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten (10%) percent of the amount owing, as attorney's fees.

### 3.

Sections 3.01, 3.02 and 3.03 of the Declaration are hereby deleted and the following Sections 3.01, 3.02, 3.03 and 3.03A are hereby added in place of said deleted Sections:

3.01. Architectural Control Committee. The Properties are part of a community development commonly known as "Lohmans Crossing Estates, Section Three". The overall plan for the development of the several areas or elements which make up and are collectively commonly known as "Lohmans Crossing Estates, Section Three" contemplates centralization of architectural control to enhance, insure and protect the attractiveness, beauty and desirability of the area as a whole, while at the same time permitting compatible distinctiveness of the individual developments within the greater area. For this purpose Board of Trustees shall constitute the Lohmans Crossing Estates, Section Three Architectural Control Committee (the "Architectural Control Committee").

However, the Architectural Control Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Architectural Control Committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee.

3.02. Building Permit. No building, structure, wall or improvement of any kind or nature shall be commenced, erected, placed or altered, nor shall changes be made in the design thereof, or any addition made thereto or interior or exterior alteration made therein after original construction, on any Lot until all plans and specifications and, if requested by the Architectural Control Committee, a plot plan applicable to such construction or improvements have been submitted to and approved in a signed writing (hereinafter termed "Building Permit") by the Architectural Control Committee, as to:

- (a) adequacy of site dimensions, adequacy of structural design, and proper facing of main elevation with respect to nearby streets;
- (b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;
- (c) location with respect to topography and finished grade elevation and effect of location and use of neighboring Lots and improvements situated thereon, and drainage arrangement; and
- (d) the other standards set forth within this Declaration (and any amendments hereto), or matters in which the Declarant has been vested with the authority to render an interpretation or decision.

The standards employed by the Architectural Control Committee in the exercise of its discretion may include, but will not be limited to or by, those enumerated in City of Austin Building Code, Section B, and Village of Lakeway Ordinance No. 75-04-01-A, and their amendments; provided, however, that the above-referenced enactments' provisions shall in no way limit, modify, or diminish the discretion or authority of the Architectural Control Committee to utilize or impose other, different, or additional criteria or standards as it deems necessary, appropriate, or fit. The Architectural Control Committee is authorized and empowered to consider and review any and all aspects of dwelling construction which may, in its judgment, adversely affect the living enjoyment of one or more Owners or the general value of the Properties.

3.03. Plans and Specifications. Final plans and specifications shall be submitted in duplicate to the Architectural Control Committee for approval or disapproval. The Architectural Control Committee is authorized to require the submission of samples of proposed construction materials. At such time as the plans and specifications

meet the approval of the Architectural Control Committee, one (1) complete set of plans and specifications will be retained by the Architectural Control Committee and the other complete set of plans will be marked "Approved" and returned to the Owner or his designated representative. If found not to be in compliance with these Covenants, Conditions and Restrictions, one (1) set of such plans and specifications shall be returned marked "Disapproved." Any modification or change to the approved set of plans and specifications must again be submitted to the Architectural Control Committee for its inspection and approval. The Architectural Control Committee approval or disapproval as required herein, shall be in writing. If the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, approval of the matters submitted will not be required and the approval of the Architectural Control Committee shall be presumed to have been given.

In addition to the provisions set forth above, and in order to provide adequate funds for use by the Architectural Control Committee in retaining and providing a licensed architect for review of plans and specifications and periodic inspections of construction and alterations of Units, it is also hereby provided that:

- (a) Deviations. Once approved, no deviations from the plans and specifications for which a Building Permit has been issued shall be made unless such deviations are approved in writing by the Architectural Control Committee, or its assigns.
- (b) Certificate of Substantial Compliance and Completion. Upon completion of the improvements by builder or Owner in accordance with the approved plans and specifications, a Certificate of Substantial Compliance and Completion will be issued by the Architectural Control Committee, or its assigns, acknowledging that the structure was built in substantial accordance with the plans and specifications, and will indicate any approved deviations.

3.03A. Construction Materials of Buildings. Each Unit constructed or placed upon each Lot shall have exterior building materials (the term "exterior" being deemed to include any wall surfaces which may be visible to one (1) or more other Owners or the general public) of masonry, stone, limestone, stucco or wood materials, provided no more than thirty-five (35%) percent of said exterior building materials shall be wood, and all other materials and finishes used in connection with the construction of each building shall be subject to the approval of the Architectural Control Committee as provided in Section 3 hereof. Sheet paneling and brick as exterior materials are expressly prohibited. All roofs shall be constructed of approved fire rated cedar shake or cedar shingles, tile,

approved metal seam, slate and other material approved by the Architectural Control Committee, with such roof materials to be of a color approved by the Architectural Control Committee. Composition shingles as a roof material are expressly prohibited. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, exterior paint or stain, shall be subject to the prior written approval of the Architectural Control Committee.

This Amendment is made pursuant to Section 5.03 of the Declaration and Declarant is authorized to enter into this Declaration without the joinder of Owners pursuant to said Section 5.03. Terms used in this Amendment shall have the same meanings as such terms in the Declaration. Notwithstanding anything contained herein to the contrary, it is specially understood, agreed and stipulated that the within Amendments to the Declaration shall extend and apply only to the Lots described on Exhibit "A" hereto and shall not extend and apply to any other lots situated outside of said Section Three of Lohmans Crossing Estates.

LOHMANS CROSSING, LTD.,  
a Texas limited partnership

By: LOHMANS CROSSING, INC.,  
General Partner

NO SEAL

By: Joe T. Fox  
JOE T. FOX PRESIDENT  
(Name) (Title)

THE STATE OF TEXAS S  
COUNTY OF TRAVIS S

BEFORE ME, the undersigned authority, on this day personally appeared JOE T. FOX, as PRESIDENT of LOHMANS CROSSING, INC., a General Partner of LOHMANS CROSSING, LTD., a Texas limited partnership, 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 on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of MARCH 1984  
NOTARY SEAL.



My commission  
expires 1-29-86

Merritt L. Hopson

[Signature]  
Notary Public in and for  
The State of TEXAS

(Printed or Typed Name of Notary)

(Commission Expiration Date)

3-62-5842

EXHIBIT "A"

Lots 1 through 20, inclusive, in Block A, Lots 1 through 7, inclusive, in Block B and Lots 1 through 14, inclusive, in Block C of Lohmans Crossing Estates, Section 3, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 83, Page 116B, 116C and 116D of the Plat Records of Travis County, Texas.

FILED

1984 MAR 23 PM 12:33

*Laris Agapachine*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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 stamp hereon by me, on

COUNTY OF TRAVIS

MAR 23 1984



*Laris Agapachine*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS