

This Second Amendment is made pursuant to Section 5.04 of the Declaration. The Creek, Inc., Richard J. Sirls, Steve P. Jackson, Gene R. Eitel, Brannan Homes, Inc., Scott Felder, Inc. and Randy Coleman Homes, Inc. are the Owners of at least seventy-five (75%) percent of the Lots covered by the Declaration and join herein to evidence their consent to this Second Amendment. Terms used in this Second Amendment shall have the same meanings as such terms in the Declaration and Amendment. 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 "B" hereto and shall not extend and apply to any other lots situated outside of said Section Three of Lohmans Crossing Estates.

EXECUTED the 14 day of NOVEMBER, 1986.

ASSOCIATION

LOHMANS CROSSING ESTATES,
SECTION THREE HOMEOWNERS ASSOCIATION

By: Ronald M. Ladin

RONALD M. LADIN PRESIDENT
(Name) (Title)

APPROVING OWNERS

THE CREEK, INC.

By: Evelyn S. Yellow

EVELYN S. YELLOW, Pres.
(Name) (Title)

Phillip V. Ladin Attorney-in-Fact

GENE R. EITEL acting herein by and
through his duly authorized attorney-in-fact,
Phillip V. Ladin

Phillip V. Ladin Attorney-in-Fact

STEVE P. JACKSON, acting herein by and
through his duly authorized attorney-in-fact,
Phillip V. Ladin

Phillip V. Ladin Attorney-in-Fact

RANDY COLEMAN HOMES, INC., acting herein
by and through its duly authorized attorney-in-
fact, Phillip V. Ladin

Phillip V. Ladin - Attorney-in-Fact
BRANNAN HOMES, INC., acting herein by and
through its duly authorized attorney-in-fact,
Phillip V. Ladin

Richard J. Sirles - Attorney-in-Fact
RICHARD J. SIRLES, acting herein by and
through his duly authorized attorney-in-fact,
Phillip V. Ladin

Scott Felder - Attorney-in-Fact
SCOTT FELDER, INC., acting herein by and
through its duly authorized attorney-in-fact,
Phillip V. Ladin

THE STATE OF TEXAS S
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COUNTY OF HARRIS S

BEFORE ME, the undersigned authority, on this day personally appeared RONALD M. LADIN, as President of LOHMANS CROSSING ESTATES, SECTION THREE HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of November, 1986.

Mari P. Gordon NOTARY SEAL
Notary Public in and for
The State of TEXAS
MARI P. GORDON
(Printed or Typed Name of Notary)
4/30/88
(Commission Expiration Date)

THE STATE OF TEXAS S
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COUNTY OF HARRIS S

BEFORE ME, the undersigned authority, on this day personally appeared Evelyn S. Yellen, as President of THE CREEK, INC., a Texas corporation, 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of November, 1986.

Mari P. Gordon NOTARY SEAL
Notary Public in and for
The State of TEXAS
MARI P. GORDON
(Printed or Typed Name of Notary)
4/30/88
(Commission Expiration Date)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared PHILLIP V. LADIN, as attorney-in-fact for Gene R. Fitel, Steve P. Jackson, Randy Coleman Homes, Inc., Brannan Homes, Inc., Richard J. Sirls, and Scott Felder, Inc., 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 individuals and corporations.

November GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of _____, 1986.

M. P. Gordon
Notary Public in and for
The State of TEXAS
MARCEL P. GORDON
(Printed or Typed Name of Notary)
4/30/81
(Commission Expiration Date)

NOTARY SEAL

EXHIBIT "A"

ARTICLE I

Definitions

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Declarant" shall mean and refer to LOHMANS CROSSING, LTD. and to any successors in interest.

(b) "Association" shall mean and refer to the LOHMANS CROSSING ESTATES, SECTION THREE, HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, and to any non-profit corporation which succeeds to all or substantially all of its assets by merger, consolidation, or conveyance of assets.

(c) "Property" shall mean and refer to the property described in Exhibit "A" hereto, which is subject to this Declaration and any amendments or supplements hereto.

(d) "Subdivision Plat" shall collectively mean and refer to the map or plat recorded in Plat Book 83, Page 116B of the Plat Records of Travis County, Texas.

(e) "Lot" or "Lots" shall mean and refer initially to the lots specified on Exhibit "A" hereto. If a subdivision plat is hereafter filed for record by Declarant in the Office of the County Clerk of Travis County, Texas, replatting the area within any of the Lots, then, with respect to the replatted area only, the term "Lot" or "Lots" shall thereafter mean and refer to any of the numbered lots shown on such subdivision plat. All dedications, easements, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein for all purposes, insofar as same relate to the Lots and Common Properties.

(f) "Common Properties" shall mean and refer to all property, real or personal, as the Association may now or at any time own or acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof, and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. Common Properties shall include, without limitation, the stone and brick wall presently located within the westerly boundary line of Lot 1, Block B of the Property.

(g) "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties except those as may be expressly excluded herein. Common Facilities consist of improvements for the use and benefit of the Owners of all of the Lots constructed on portions or one or more Lots, such as recreational facilities, sidewalks, landscaping and other similar improvements.

(h) "House" shall mean and refer to any single family residential unit situated upon a Lot or Lots.

(i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any person or entity having such interest merely as security for the performance or payment of an obligation unless and until such mortgagee has acquired title.

(j) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 2, hereof.

ARTICLE II

The Association

Section 1. Authority to Manage. The Association shall be organized as a membership non-profit corporation under the laws of the State of Texas, the name of which corporation shall be the Lohmans Crossing Estates, Section Three 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 Common Properties and Common Facilities, and for such purpose the Association is hereby irrevocably appointed as attorney-in-fact for all Owners.

Section 2. Membership. Each owner of a Lot, including Declarant, shall by virtue of such ownership automatically be a 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.

Section 3. 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 three (3) 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 House located upon the Lot owned by such entity, or, notwithstanding the preceding qualifications, who may be Lynn L. Yellen, Phillip V. Ladin or Ronald M. Ladin. The Trustees shall be elected by the members at the first meeting of the members and at the annual meetings 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. Phillip V. Ladin, Ronald M. Ladin and Lynn L. Yellen shall act as the Board of Trustees, authorized to do all acts specified herein, until the first annual meeting of the Association. 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 at least one (1) Trustee. Notice of such special meeting shall be in writing.

Each member of the Board shall serve for a term of one (1) year commencing at the time of his election until his successor is elected or appointed, 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.

Section 4. 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 and easement to make such use of the Common Properties and Common Facilities as may be necessary or appropriate for it to perform the duties and functions which it is obligated or permitted to perform under the laws of the State of Texas, this Declaration or the By-Laws, and a non-exclusive right of entry, after reasonable notice to the Owners during reasonable hours, onto the individual Lots as may be necessary, for making emergency repairs thereon necessary to prevent damage to any other Lot, House or to the Common Properties and Common Facilities 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) Common Properties and Common Facilities Maintenance - 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 Common Properties and Common Facilities. Without limiting the generality of the foregoing, said obligations shall include keeping the Common Properties and Common Facilities in good, clean, attractive and sanitary condition, order and repair, keeping the

Common Properties and Common Facilities 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 the Common Properties and Common Facilities.

(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 utilities or services which may be required for the enjoyment or betterment of the Common Properties and Common Facilities, 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, 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.

(e) Joint Operation - In order to realize cost savings and the more efficient operation of the Association's activities, the Association may, as a common expense of the Owners, operate or provide services jointly with any other homeowners' association located within Lohmans Crossing Estates Subdivision.

(f) Acquisition of Personal Property - The Association may acquire as a common expense and hold for the common use or benefit of all owners, any tangible or intangible personal property and may dispose of the same by sale or otherwise. Subject to the rules and regulations of the Association, each Owner and each Owner's family, guests or tenants may use such property. All such property so acquired and owned by the Association shall be deemed to be part of the Common Properties for all purposes.

(g) Rules and Regulations - The Association may make and enforce reasonable and uniformly applied rules and regulations governing the use of the individual Lots, Houses, the Common Properties and the Common Facilities. Such rules and regulations may, without limitation: (i) regulate the use of the Common Properties and Common Facilities to assure the equitable and proper use and enjoyment thereof by all persons entitled thereto, (ii) prohibit any conduct or activity in any Lot, House or on any part of the Common Properties or Common Facilities which constitutes a nuisance in law or in fact or which would not be consistent or in keeping with the peaceful, quiet and reasonable use and enjoyment of any Lot, House or the Common Properties or Common Facilities, and (iii) prohibit, restrict or regulate the use of any portion of the Common Properties and Common Facilities by the guests of any Owner.

The Association shall furnish each Owner with a written copy of each and every rule and regulation or shall post the same in a conspicuous place on the Common Properties and Common Facilities, however, failure to furnish or post any copy shall not be deemed to invalidate any rule or regulation to any extent.

The Association shall have the right to enforce any of the rules and regulations of the Association and the obligations of any Owner under this Declaration or by By-Laws.

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 House other than services customarily rendered to all Owners and occupants of Houses. The Board shall have the exclusive right and obligation to contract for all goods, services and insurance in connection with the administration of the Property and Association, payment for which is to be made from the Maintenance Fund.

Section 5. 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.

Section 6. Officers. The Officers of the Association shall be elected by the Association and shall consist of a President and a Secretary/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.

Section 7. 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 second Saturday in April 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 at least one (1) Trustee at any time or may be called upon petition to the President by members having at least sixty (60%) 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.

Section 8. Accounting. The Board shall keep or cause to be kept books of detailed account of the receipts and expenditures affecting the Property and Association and its administration and specifying the maintenance and repair expenses of the Common Properties and Common Facilities 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.

Section 9. 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/Treasurer 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/Treasurer.

Section 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: The Creek, Inc., a Texas corporation, ("Creek") shall be the sole Class B Member, and by virtue of such membership, shall be entitled to three (3) 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, Creek 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, Creek shall be deemed to be a Class A Member entitled to one vote for each Lot it owns. Ownership of a Lot for purposes of this Section 10 shall be evidenced by the ownership of record title thereto; in any instance that Declarant shall be the holder of a recorded deed of trust lien upon a Lot, until such time as such

deed of trust lien is released against such Lot by a recorded document executed by Declarant, then for purposes only of determining votes under this Section 10, Declarant shall be deemed to be the owner of record title to such Lot; provided, in such circumstances, the actual record owner of such encumbered Lot and not Declarant, shall be liable for any regular annual or special assessments imposed upon such Lot.

ARTICLE III

Property Rights in the Common Properties and Common Facilities

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article III, every Member shall have a non-exclusive perpetual right, privilege and easement for the purposes of access, ingress to, egress from, occupancy, use, enjoyment, benefit, installation, repair, replacement and maintenance (including cleaning) of the landscaping, improvements, utility lines and facilities now or hereafter installed, located, constructed and situated in, to, upon, over, across or under the Common Properties, and such right and easement shall be appurtenant to and shall pass with the title to each Lot. No Owner shall relocate, alter, eliminate or build upon any improvement, structure, landscaped area or facility now or hereafter existing upon the Common Properties nor shall any Owner build up, situate, install or construct any fence, wall, structure, landscaping or improvement upon any portion of the Common Properties. In the event any improvement, structure, utility line, landscaped area or facility now or hereafter existing upon the Common Properties shall be damaged or destroyed by an act, whether intentional or negligent, of any Owner, then said Owner shall compensate the Association for any damages to said improvements. In the event any improvement, structure, utility line, landscaped area or facility now or hereafter existing under the Common Properties shall be damaged or destroyed by a cause other than the act or negligence of any Owner or the same shall need repair and maintenance, then the same shall be repaired, rebuilt or maintained at the expense of the Association. The Association is hereby granted by each Owner a perpetual easement over and on the Common Properties to repair and restore said improvements in the event of damages. The Association hereby reserves for itself the right (i) to barricade and deny access in, to or across the Common Properties or any portion thereof for any one day of each calendar year or for such other minimum period as may hereafter be required under the laws of the State of Texas to avoid the dedication of any portion of the Common Properties for public use or the creation of any perspective rights therein, (ii) to barricade temporarily any area of the Common Properties as shall be reasonably necessary for purposes of repairing

or maintaining any improvement now or hereafter existing upon the Common Properties or any portion of the Common Properties and (iii) to grant or dedicate easements in, on, under or above the Common Properties or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Property or Common Properties or any portions thereof.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of such Common Properties and Common Facilities or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Properties and Common Facilities by guests or invitees of the Members, including, without limitation, the number of guests or invitees who may use such Common Properties and Common Facilities or any part thereof at the same time; and

(b) the right of the Association to grant or dedicate easements in, on, under or above such Common Properties or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Property or Common Properties or any portions thereof; and

(c) the right of the Association to suspend the voting rights of a Member and his right to use any recreational facility on such Common Properties or any other recreational facility licensed or leased by the Association during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge or special assessment against his Lot, and to suspend such rights for a period not to exceed ninety (90) days for any infractions of its published rules and regulations; the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration, in its By-Laws, or at law or in equity, on account of any such default or infraction; and

(d) the restrictions as to use of such Common Properties provided for in Article VIII hereof.

(e) the right of the Association to rent or lease any part of the Common Properties or Common Facilities;

(f) the right of the Association to extend the enjoyment of its recreational facilities to persons other than Members.

(g) The right of the Association to assess and collect the assessments provided for herein, and in addition the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Common Properties.

Section 3. Delegation of Use. Any Member may delegate his right of use and enjoyment of the Common Properties and Common Facilities, together with all easement rights granted to Members in this Declaration, to the members of his family, his tenants, or contract purchasers who reside on his Lot. The term "Member" is further defined to include and refer to the executors, personal representatives and administrators

of any Member, and all other persons, firms, or corporations acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, execution, or by any process, or by operation of law, or in any other legal manner.

ARTICLE IV

Regular Annual and Special Assessments

Section 1. 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 taxes for the Common Properties attributable to or resulting from the existence of any structures or improvements thereon; (iv) to pay the expenses for water, gas, electricity, telephone, storm sewer service and all other utilities or services if any, furnished to the Common Properties and Common Facilities or any of the improvements thereon, or any part thereof; (v) to pay the expenses for the maintenance, repair, care, upkeep, beautification, protection, insurance, replacement, reconstruction, management, supervision and operation of or for the Common Properties and Common Facilities or any part thereof; (vi) to pay for capital improvements to the Common Properties and Common Facilities; (vii) to pay the expenses of administration and management of the Association; (viii) to pay salaries of employees of the Association; (ix) to pay all taxes and other public dues or charges which the Association shall be required to pay; and (x) 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.

Section 2. 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 and for maintenance, repairs, and replacements of those elements of the Common Properties that must be replaced on a periodic basis. The amount of the annual maintenance assessment for each Lot described on Exhibit "B" attached hereto and incorporated herein for all purposes shall be \$100.00; the amount of the annual maintenance assessment for the remaining Lots shall be \$600.00; except that in either case for any calendar year after the calendar year 1986, 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 fifteen (15%) percent of the amount assessed in the preceding calendar year, the change for a Lot described on Exhibit "B" must be approved by seventy-five (75%) percent of the votes cast by each Class of Members at a meeting of Members and the change for the remaining Lots must be approved by seventy-five (75%) percent of the votes represented at a meeting of Members called to consider such action. No Member shall be exempt or excused from the obligation to pay any annual or special assessment by waiver of the use or enjoyment of the Common Properties or Common Facilities, or any part thereof, or 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.

Section 3. Lots Owned by Declarant. No Lot owned by Creek at any time shall be subject to any regular annual maintenance charge or special assessment while it is owned by Creek unless and until a House shall have been built thereon and six (6) months shall have elapsed since the substantial completion of such House, or the House shall have been permitted to be occupied, whichever shall first occur. It shall be the duty of Creek to notify the Association at the time a House has been substantially completed or

permitted to be occupied. The term "substantial completion" as used herein shall mean that the House is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected or adjusted. It also shall be the duty of each Creek to notify the Association at the time a Lot owned by Creek is sold.

Section 4. 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), or for the purpose of purchasing equipment or facilities for the Common Properties or Common Facilities, or for defraying in whole or in part the cost of constructing new capital improvements or altering, remodeling, restoring or reconstructing previously existing capital improvements upon such Common Properties, including fixtures and personal property related thereto, 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 equal for each such Lot. Such special assessment shall not be levied, however, without the prior approval of Owners having at least seventy-five (75%) percent of the votes represented at a meeting of the Members called to consider such action, unless a greater number of votes is required by law.

Section 5. 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 House thereon or for any

part of the cost of constructing, repairing, adding to or remodeling the House 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.

Section 6. 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.

ARTICLE V

Architectural Control

Section 1. Architectural Control Committee. 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 the Board of Trustees shall constitute the Lohmans Crossing 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. The Architectural Control Committee is authorized to grant or approve variances or changes from any or all of the architectural and construction standards, controls or conditions specified in or imposed by this Declaration.

Section 2. 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 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 Property.

Section 3. 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, 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) New Construction. Each application for a Building Permit for new construction shall be accompanied by two (2) sets of plans and specifications for all proposed construction to be done on such Lot, including plot plans showing the location on the Lot and dimensions of all proposed walls, driveways, fences and all other matters relevant to architectural approval, together with a fee of Five Hundred and No/100 Dollars (\$500.00), payable to the Association.

(c) Structural Changes or Additions. Applications for Building Permits for any structural changes or additions must be accompanied by two (2) sets of plans and specifications showing the existing structure(s) and proposed changes or additions, together with a fee of Fifty and No/100 Dollars (\$50.00), payable to the Association.

Section 4. Construction Materials of Buildings. Each House 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, brick, 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 as exterior materials is expressly prohibited. All roofs shall be constructed of approved fire rated cedar shake or cedar shingles, tile, approved metal seam, slate, architectural cut composition shingles and other material approved by Architectural Control Committee, with such roof materials to be of a color approved by Architectural Control Committee. Any other 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.

Section 5. Area. No House constructed on Lots 1 through 7, inclusive, in Block B, Section Three of the Property shall contain less than one thousand seven hundred fifty (1,750) square feet of total living area exclusive of open and screened porches, terraces, patios, driveways and garages; no House constructed on any of said Lots 1 and 7 more than one story shall contain less than one thousand fifty (1,050) square feet of total living area in the first story exclusive of open or screened porches, terraces, patios, driveways and garages. No House constructed on the remaining Lots in the Property shall contain less than one thousand nine hundred fifty (1,950) square feet of total living area exclusive of open and screened porches, terraces, patios, driveways and garages; no House constructed on said remaining Lots in the Property containing more than one story shall contain less than one thousand one hundred seventy (1,170) square feet of living area in the first story exclusive of open or screened porches, terraces, patios, driveways and garages.

Section 6. Front and Side Setback Lines. No House shall be located on any Lot nearer than twenty-five (25) feet to the Lot line parallel to and adjoining the nearest street. On corner Lots, the front building setback line shall be twenty-five (25) feet from the side of the Lot adjoining the street to which the House faces, and the side setback line nearest the side or secondary street shall be ten (10) feet from said side or secondary street. No House shall be located on any Lot nearer than ten (10) feet to the side Lot lines perpendicular to the front Lot boundary line. A minimum of twenty (20) feet shall be maintained between Houses on separate Lots.

Section 7. Rear Setback Lines. No structure shall be located on any Lot nearer than seven and one-half (7-1/2) feet to the Lot line opposite to the front Lot line.

Section 8. Fences and Walls. No fence or wall shall exceed six (6) feet in height from the soil line. All fences and walls shall be constructed of cedar material, masonry or stone. No fence, wall, or hedge shall be built nearer to any street than the building setback line. Only the finished side of the fence or wall shall be visible to other Owners or the general public.

Section 9. Grass. The Owner of each Lot, as a minimum, shall sod with grass the entire area between the House constructed upon his Lot and the curb line(s) of the abutting street(s), unless the Architectural Control Committee approves the landscaping which it determines is equal or better. The grass shall be of a type and within standards prescribed by the Architectural Control Committee.

ARTICLE VI

Utility Bills, Taxes and Insurance

Section 1. Obligations of the Association.

(a) The Association shall pay as a common expense of all owners for all water, electricity and other utilities used in connection with the enjoyment and operation of the Common Properties and Common Facilities.

(b) The Association shall pay as a common expense all taxes levied or assessed against or upon such Common Properties as a result of the improvements and the property appertaining thereto.

(c) The Association shall have authority to obtain and continue in effect, as a common expense of all owners, a blanket property insurance policy or policies to insure the buildings and structures on such Common Properties and the contents thereof and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in an amount not less than eighty (80%) percent of the insurable value of the insurable Common Properties (based on current replacement cost), and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Trustees, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with such Common Properties. Such public liability insurance shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association. Any of such insurance, whether hazard insurance or liability insurance, shall name the Association as insured.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the Maintenance Fund as a common expense of all Owners.

ARTICLE VII

Maintenance and Repairs

Section 1. By the Owners. It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the exterior

and interior of his House and improvements on his Lot and the fixtures, appliances, equipment and other appurtenances thereto. The Association shall have no duty or obligation to any Owner in this regard.

Section 2. By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Properties and Common Facilities and all parts thereof, including but not limited to, the private streets and drives, landscaping, lawns, parking areas, buildings, (if any) and other improvements and the utility facilities owned by the Association.

ARTICLE VIII

Building and Use Restrictions

Section 1. Garages. Each House shall have an enclosed garage on the Lot accomodating at least two (2) cars. The door or other opening to a garage shall not be visible to the public from any street adjoining the Lot upon which the garage is located. No such garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent or otherwise converted for any purpose inconsistent with the garaging of automobiles. Each Lot must contain a parking area of not less than four hundred (400) square feet, in addition to the garage, to accommodate and provide for additional off-street parking. Carports are expressly prohibited.

Section 2. Temporary and Other Structures. No structure of a temporary character, trailer, mobile or motor home, modular home, tent, shack, barn or other structure or building, other than the residence to be built thereon, shall be placed on any Lot (except for the Common Facilities located or constructed upon that portion of each Lot comprising the Common Properties), either temporarily or permanently, and no residence house shall be moved upon any Lot from another location; except, however, that during the construction and sales period of the houses, a builder may, upon obtaining permission of and on conditions specified by the Architectural Control Committee, erect and maintain such temporary strutures on any Lot as is customary in connection with the construction and sale of houses, including, without limitation, a temporary office building, storage area, signs and sales office. A builder shall also have the temporary right to use a house as a temporary office or model home during the period of and only in connection with his construction and sales operations in the Properties, but in no event for more than a period of ninety (90) days from the date of substantial completion of his last house in the Properties.

Section 3. Nuisance. No Owner of or resident on any property in the subdivision shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other or resident. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or other portion of the Common Properties.

Section 4. Use of Common Properties. There shall be no obstruction of any part of the Common Properties, which are intended to remain unobstructed for the reasonable use and enjoyment thereof, nor shall anything be done or kept on the Common Properties which would increase the rates or result in the cancellation of any insurance relating to the Common Properties or any part thereof. No Owner shall appropriate any part of the Common Properties to his exclusive use, except for the required and/or approved driveways or sidewalks thereof which are appurtenant to his house, nor shall any Owner do anything which would violate the easements, rights and privileges of any Owner in regard to any portion of the Common Properties which is intended for the common use and benefit of all Owners. Except as may be herein required or permitted, no Member shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any of his personal property on the Common Properties or any part thereof without the written consent of the Association first obtained. The Association shall have the right to remove anything placed on the Common Properties in violation of the provisions of this Section and to recover the cost of such removal from the party responsible.

Section 5. Clothes Drying. Open air drying of clothes shall not be permitted.

Section 6. Septic Tanks. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot or other portion of the Property.

Section 7. Combining Lots or Portions of Lots. Any person owning two or more adjoining Lots, or portions of two or more such Lots, may with the prior approval of the Association and the Architectural Control Committee consolidate such Lots or portions thereof into a single building location for the purpose of constructing one (1) house (the plans and specifications therefor being approved as hereinabove set forth) and such other improvements as are permitted herein. No House may be erected on less than one whole Lot, unless the prior written approval of the Architectural Control Committee shall have been obtained.

Section 8. Prohibition Against Drilling. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, or oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, or derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted on any Lot.

Section 9. Height Restriction. No House, measured from the highest point on its Lot, shall be more than thirty (30) feet in height at its highest elevation, excluding any room, basement or other portion of such House constructed below the existing ground level.

Section 10. Residential Purposes. Each Lot and House shall be used exclusively for single family residential purposes, whether the occupants are Owners of the Lot or are occupying a House pursuant to a rental or leasing arrangement. Except for the leasing or renting of any Unit, no Lot or Unit shall be used for any commercial, business or professional purpose, or as a church or religious meeting place, except that Creek may conduct its sales and marketing program for the Properties from any House owned by it. Houses may include guest quarters.

Section 11. No Animals. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property, except that dogs, cats or other household pets may be kept, but not for commercial purposes, provided that they do not create a nuisance.

Section 12. Signs. No sign of any kind shall be displayed to the public view on or from any part of the Property without the prior written consent of the Association, except signs temporarily used by Creek in the development and sale, or in the leasing, of any portion of the Property. The Association shall have the right to remove and dispose of any such prohibited sign, advertisement, billboard or advertising structure which is placed on any Lot, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim for the disposition thereof.

Section 13. Storage of Vehicles. Boats, motorboats, houseboats or other similar waterborne, vehicles, and trucks, buses, trailers, mobile homes, campmobiles, campers, and all other vehicles other than conventional passenger automobiles, may be parked, maintained, stored or kept on a Lot only if housed completely in a garage. Vehicles may not be stored on the street or Common Properties.

Section 14. Antennae. No antenna, tower, or other exposed structure shall be constructed or erected on any Lot without the express prior written approval of the Association.

Section 15. Garbage and Trash Collection; Weed Control. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in sanitary containers in appropriate locations which may be specified by the Association. Unless otherwise expressly permitted in writing by the Association, garbage containers shall be situated and enclosed or screened so as not to be visible from any residential street or private drive. Each Owner shall observe and comply with any and all regulations or requirements promulgated by the Association in connection with the storage and removal of trash and garbage. If, after ten (10) days' prior written notice, an Owner shall fail to control weeds, grass and/or other unsightly growth, remove trash, rubble, building and construction debris, or fail to exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Association or its agent shall have the authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a sum not to exceed One Hundred Fifty and No/100 Dollars (\$150.00) for mowing and cleaning said Lot on each respective occasion of such mowing or cleaning. This assessment shall be deemed to be included within the annual maintenance assessment described in Article IV, Section 2 hereof.

Section 16. Exterior Lights. Exterior lights, exclusive of lights attached to the main structure, erected by or on the behalf of the Owner of a Lot, are prohibited unless prior express written approval for the location and use of such lights is granted by the Association.

Section 17. Firearms. The use or discharge of firearms is expressly prohibited within the Property.

Section 18. Waiver or Abandonment. Unless seventy-five (75%) percent of the Members give their prior written approval, the Association shall not by act or omission change, waive or abandon any scheme of regulations, or infringement thereof, pertaining to the architectural design or exterior appearance of units, the exterior maintenance of units, the maintenance of the Common Properties and Common Facilities, or the upkeep of lawn and plantings.

ARTICLE IX

General Provisions

Section 1. Incorporation. The terms and provision of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Declarant conveying all or any part of the land in the subdivision, whether or not referred to therein, and all estate conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

Section 2. Amendments. Except as otherwise specifically provided herein, this Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by seventy-five (75%) percent of the votes represented at a meeting of the Members called to consider such action. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

Section 3. Duration. This Declaration shall remain in full force and effect for a term of thirty (30) years from the date of this Declaration is recorded in the Office of the County Clerk of Travis County, Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the holders of seventy-five (75%) percent of the votes represented at a meeting of the Members called to consider such action has been filed for record in the Office of the County Clerk of Travis County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date.

Section 4. Enforcement. The terms and provisions of this Declaration shall run with and bind the land in the Subdivision, and shall inure to the benefit and be enforceable by Declarant, the Association, or the Owner of any Lot(s), and by their legal representatives, heirs, successors and assigns. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain the violation thereof or to recover damages by reason thereof, and to enforce against the property any lien created by this Declaration. The failure of Declarant, the Association, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter. No bond shall ever be required of the Declarant or the Association as a condition of any injunction or restraining order, or if required for any reason whatsoever,

it is specially agreed that a bond in an amount not to exceed \$2,000.00 shall be deemed reasonable and satisfactory for all purposes.

Section 5. Severability. Invalidation of any term or provision of this Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 6. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 7. Titles. The titles of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

Section 8. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Declarant and the Association and their respective successors and assigns.

Section 9. Partition, Abandonment, Sale, etc. of Common Properties. The Common Properties shall remain undivided and shall not be subject to an action for partition or division of the co-ownership thereof or be abandoned, subdivided, encumbered, sold, transferred or mortgaged without the written consent of at least seventy-five (75%) percent of the votes represented at a meeting of the Members called to consider such action. The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Properties by the Association shall not be deemed a transfer within the meaning of this section."

EXHIBIT "A"

Section Three Lots

Lots 1, 2, 3 and 8, Block A of Lohmans Crossing Estates, Section Three, an Addition in Travis County, Texas, according to the map or plat thereof recorded in Volume 83, Page 116B, Plat Records of Travis County, Texas.

Lots 1 through 7, inclusive, Block B of Lohmans Crossing Estates, Section Three, an Addition in Travis County, Texas, according to the map or plat thereof recorded in Volume 83, Page 116B, Plat Records of Travis County, Texas.

Lots 1 through 14, inclusive, Block C of Lohmans Crossing Estates, Section Three, an Addition in Travis County, Texas, according to the map or plat thereof recorded in Volume 83, Page 116B, Plat Records of Travis County, Texas.

09977 0457

EXHIBIT "B"

Lots 6 through 20 in Block A of Lohmans Crossing Estates, Section Three, a subdivision in Travis County, Texas, according to the plat thereof recorded in Plat Book 83, Page 116(B), Plat Records of Travis County, Texas.

09977 0458

EXHIBIT "B"

Section Three Lots

Lots 1, 2, 3 and 8, Block A of Lohmans Crossing Estates, Section Three, an Addition in Travis County, Texas, according to the map or plat thereof recorded in Volume 83, Page 116B, Plat Records of Travis County, Texas.

Lots 1 through 7, inclusive, Block B of Lohmans Crossing Estates, Section Three, an Addition in Travis County, Texas, according to the map or plat thereof recorded in Volume 83, Page 116B, Plat Records of Travis County, Texas.

Lots 1 through 14, inclusive, Block C of Lohmans Crossing Estates, Section Three, an Addition in Travis County, Texas, according to the map or plat thereof recorded in Volume 83, Page 116B, Plat Records of Travis County, Texas.

FILED

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Marie L. Thompson
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 hereon by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas on

NOV 18 1936



Marie L. Thompson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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