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DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

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<u> Por</u>

LOHMANS CROSSING ESTATES

SECTION SEVEN

THIS DECLARATION, made by LOHMANS CROSSING, LTD., a Texas limited perthership (hereinafter referred to as "Doclarant").

WITHESSETH:

WHEREAS, Declarant is the Owner of all those certain Lots (hereinefter defined) located in LOHMANS CROSSING ESTATES, SECTION SEVEN according to the subdivision plat (the "Plat") thereof recorded in Map Records of Travis County, Teres (all of the Lots in the said Section Seven and described on Exhibit "A" attached hereto and made a part hereof and the improvements now or hereafter situated thereon being hereinafter called the "Properties", with the term Properties and this Declaration specifically excluding and being inapplicable to all remaining portions of LOHMANS CROSSING ESTATES, SECTION SEVEN); and

WHEREAS, Declarant desires to take advantage of the presently existing unique geographical features of the Properties and proposes to establish and implement supplied testures plane and aesthetic considerations in order to create a residential community on the Properties and, to this end, desires to subject the Properties to the covenants, conditions, restrictions, and essements hereinafter set forth; and

WHEREAS, Declarant desires to impose said covenants, conditions, restrictions and consuments on the Properties and yet retain reasonable flexibility to respond to changing or unforeston circumstances so as to control and maintain the quality and distinction of the Properties.

NOW, THEREFORE, Declarant hereby declares that the Properties 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") intrainefter set forth.

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ARTICLE I

DEFINITIONS

1.01. The following words, when used in this Declaration or any supplemental Declaration (unless the context shall otherwise clearly indicate or prohibit), shall have the following meanings:

1.011. "Properties" shall mean and refet only to the real property described herein above.

1.012. "Unit" thall mean and refer to any building now or hereafter erected, constructed or situated upon any of the Lots in the Properties designed and built in conformity with the building restrictions set forth berein.

1.013. "Lot" shall mean and refer to any one (1) of the plots or tracts of land described on Exhibit "A" attached hereto and made a part hereof, as same are shown upon the recorded subdivision Plat which includes the Properties, as said recorded subdivision map or plat may be amended from

1.014. "Owner" shall mean and refer to each and every person or business entity (whether one or more) who is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants, Conditions and Restrictions; however, the word "Owner" shall not include persons; or entity(ies) who hold a bone fide lien or interest in a Lot as security merely for the performance of an obligation (specifically including, but not limited to, any mortgagee or trustee under a mortgage or deed of trust) miles and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in then thereof.

LOIS. "Declarant" shall mean and refer to LOHMANS CROSSING, LTD., a Texas limited partnership, and the successor(s) and assigns(s) (if any) of LOHMANS CROSSING, LTD. with respect to the voluntary disposition of all (or substantially all) of the assets and/or partnership interests of LOHMANS CROSSING, LTD., and/or the voluntary disposition of all (or substantially all) of the right, title and interest of LOHMANS CROSSING, LTD. in and to the Properties prior to the completion of development thereon and/or any assignee who shall receive by written assignment to such essignee from LOHMANS CROSSING, LTD. all or a portion of its rights hereunder as Declarant. No person or entity merely purchasing one (1) or more Lots from LOHMANS CROSSING, LTD. in the ordinary course of business shall be considered as Declarant.

ARTICLE II

RESTRICTIONS AND COVENANTS

PERTAINING TO USE OF LOTS AND UNITS

2.01. The Properties (and the improvements situated thereon) shall be becupied and used subject to the following covenants and restrictions:

2.011. Residential Purposes. Each Lot and Unit shall be used exclusively for single family residential purposes, whether the occupents are fluences of the Lot or are occupying a Unit pursuant to a rental or leading arrangement. Except for the leading or renting of any Unit, no Lot or Unit shall be used for any commercial, business, or professional purpose, or as a current or religious meeting places, except that Declarant may conduct its sales and marketing program for the Properties from any Unit owned by it. Units may include guest quarters.

2.012. Violation of Laws. No Owner shall permit anything to be done or kept in his Unit or on his Lot which would violate any applicable public law or zoning ordinance.

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2.013. No Animals. No animals, livestock or poultry shall be relead, brod or kept in any portion of the Properties except that dogs, eats or other household pets may be kept, but not for commercial purposes, provided that they do not create a misance.

2.014. Signs. No sign of any kind shall be displayed to the public view on or from any pert of the Properties without the prior written consent of the Declarant, except signs temporarily used by Declarant in the development and sale, or in the leasing, of any portion of the Properties. The Declarant, or its assigns, shall have the right to remove and dispose of any such proublited 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.

2.015. 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 any parcel of the Properties covered by these Covenants, Conditions and Restrictions only if housed completely in a garage or carport, constructed in compliance with the provisions of Section 3.05. Vehicles may not be stored on the street.

9.016. Antennae. No entenna, tower, or other exposed structure shall be constructed or erected on any Lot without the express prior written approval of the Declarant.

Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in sanitary containers in eppropriate locations which may be specified by the Declarant. Unless otherwise expressly permitted in writing by the Declarant, garbage containers shall be situated end enclosed or screened so as not to be visible from any residential street or private drive. Each Lot Owner shall observe and comply with any and all regulations or requirements promulgated by the Declarant in connection with the storage and removel of trash and garbage. If, after ten (10) days prior written notice, an Owner shall fell to control weeds, grass and/or other unsightly growth, remove trash, rubble, building and construction debris, or fall to exercise reasonable cars or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Declarant 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 Fifty and No/100 Dollars (\$50.00) for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. This assessment, together with interest thereon at the rate of 10% per annum and costs of collection thereof, shall be a charge on the land and shall be a continuing client upon each Lot a squirst which each such assessment is made. Each such assessment, together with such interest thereon and onests of collection thereof, shall also be the continuing personal obligation of the person who was the Corner of such Lot at that time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment data.

2.818. Exterior Lights. Exterior lights, exclusive of lights attached to the main structure, exected 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 Declarant, or its assigns.

2.019. Offernive Activities. He notions or offernive settivity shall be conducted on any portion of the Properties that will adversely affect the pence, quit, comfort or screenly of any other Owners.

2.0110. Firearms. The use or discharge of firearms is expressly prohibited within the Properties.

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ARTICLE III

AFFIRMATIVE AND PROTECTIVE COVENANTS

APPLICABLE TO CONSTRUCTION OF UNITS

3.01. Building Permit. No building, structure, sence, well 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 Declarant, 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 Declarant, as to:

3.011. adequacy of site dimensions, adequacy of structural design, and proper facing of main elevation with respect to nearby streets;

3.012. conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;

3.013. location with respect to topography and finished grade elevation and effect of location and use of neighboring Lots and improvements situated thereon, and draining arrangement; and

<u>9.014.</u> 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 Declarant in the exercise of its descretion 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 Declarant to utilize or impose other, different, or additional criteria or standards as it deems necessary, appropriate, or fit. The Declarant 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 Lot Owners or the general value of the Properties.

3.02. Plans and Specifications. Final plans and specifications shall be submitted in displicate to the Declarant for approval or disapproval. The Declarant is authorized to require the submission of samples of proposed construction materials. At such time as the plans and specifications ment the approval of the Declarant, one (1) complete set of plans and specifications will be retained by the Declarant and the other complete set of plans will be marked "Approved" and returned to the Lot 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

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"Disapproved." Any modification or change to the approved set of plans and specifications must again be submitted to the Declarant for its inspection and approval. The Declarant's approval or disapproval as required herein, shall be in writing. If the Declarant 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 Declarant 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 Declarant 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:

- 3.021. New Construction. Each application for a Building Permit for new construction shall be accompanied by two (?) sets of plans and appecifications 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, feness and all other matters relevant to architectural approval, together with a fee of Five Hundred and No/100 Dollars (\$500.00), payable to the Declarant.
- 3.022. 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 structureds and proposed changes or additions, together with a fee of Fifty and No/10s Dollars (550.00), payable to the Declarant.
- 3:023. 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 Declarant, or its assigns.
- 3.024. 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 Declarant, or its assigns, acknowledging that the structure was built in substantial accordance with the plans and specifications, and will indicate any approved deviations.
- 3.03. Construction Materials of Buildings. Each residential structure 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 massary, stone, brick, stuces or wood materials, and all other materials and finishes used in connection with the construction of each building shall be subject to the approval of the Declarant as provided in Section 3.01 hereof. Sheet paneling as an exterior material is expressly prohibited. All roofs shall be constructed of approved fire rated cedar shake or cedar shingles, tile, approved metal, fiberglass, slate or other material approved by Declarant, with such roof materials to be of a calor approved by Declarant. Installation of all types of exterior items and surfaces such as address numbers or external proamentation, lights, mail chutes, exterior paint or stain, shall be subject to the prior written approved of the Declarant.

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3.04. Height Restriction. No Unit shall be more than thirty (30) feet in height, measured from the midpoint of the sethack line at the front of the Lot, excluding any room, becament or other portion of such Unit constructed below the existing ground elevation at the midpoint of the Lot at the front property line.

3.05. Garages or Carports Off-street Parking. There shall be constructed and maintained with and for each Unit at least two (2) off-street automobile parking spaces, both of which shall be enclosed by a garage. A carport may be constructed, in lieu of a garage, provided that such carport contains a minimum of sixt; (50) square feet of enclosed storage space within the roof line of the carport structure. Each Lot must also contain a parking area of not less than four hundred (400) square feet, in addition to the garage of carport capacity, to accompose and provide for additional off-street parking spaces.

2.08. Prompt Construction of Residences. Each residential structure constructed on each Lot and any improvements or additions thereto shall be commenced and completed with due diligence promptly after approval of plans and specifications therefor by the Declarant.

3.07. No Temporary Structures. No temporary structure of any kind shall be created or placed upon any Lot, or used at any time as a residence. Temporary structures shall include, but not be limited to, any garage, treller, tent, shack, barn, or other out building; provided, however, Declarant may maintain temporary sales or construction offices for use in its sales and development of the Properties. The location of such temporary construction or sales offices may be changed at the Declarant's option from time to time. Temporary contractors buildings, approved by the Declarant, may be used during construction of units.

3.08. Water and Sewerage. All Units must be connected to the water and sewer system of Lakeway Municipal Utility District No. 1. No outside tollets will be permitted. The drainage of any sewage into any road, ditch, surface ensement, or waterbody, either directly or indirectly, is probibited. Potable water shall be obtained from Lakeway Municipal Utility District No. 1. No wells, private water systems or taking of water from Hurst Creek shall be permitted. All plumbing requirements for any Unit shall be governed by and subject to the requirements of Lakeway Municipal Utility District No. 1.

3.09. Oil, Ges and Mineral Development. We all or gas crilling, oil or gas development operation, oil or gas ratining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any part of the Properties, nor shall oil or gas wells,

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or tunnels, mineral excavations or shafts be permitted in or upon any part of the Properties at any time while these restrictions remain in force and effect. No derrick or other structure designed for use in boths; or drilling for oil or gas or other minerals shall be erected, maintained or permitted upon any part of the Properties at any time while these Covenants, Conditions and Restrictions remain in force and effect.

3.10. Lot Area. No Lot shall be resubdivided without first obtaining written approval of the Declarant. Lots may be consolidated by an Owner or split between adjoining Owners only with the prior written approval of the Declarant.

3.11. Unit Square Footage. No Unit shall be erected or permitted to remain on any Lot unless such Unit shall have a floor area of equal to or greater than two thousand (2,000) equare feet. "Floor area" is defined as the area of the floor of the enclosed living space which is heated or air conditioned, measured to the exterior walls, and exclusive of porches, whether open or enclosed, terraces, decks, garages, carports or other similar structures.

- 3.12. Front and Side Setback Lines. No Unit shall be located on any Lot nearer than twenty-five (25) feet to the Lot line parallel to and adjoining the nearest street, as shown on the Plat. 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 set back line shall be ten (10) feet from the side or secondary street, as shown on the Plat. A minimum of ten (10) feet shall be maintained between units on separate lots.
- 3.13. Rear Setback Lines. No structure shall be located on any Lot nearer than seven and one-half (71) feet to the Lot line opposite to the front Lot line.
- 3.14. Fences and Walls. No sence shall exceed six (6) feet in height. Where constructed on a concrete foundation or earther bern the total height shall not exceed seven (7) feet from the original soil line. No sence, wall, or hedge shall be built nearer to any street than the building set back line. Materials shall be approved by the Declarant.

ARTICLE IV.

EASEMENTS

4.01. The utility ensements and access ensements for the installation and maintenance of utilities are dedicated as shown or otherwise provided for on the recorded Plat which includes the Properties, with the reservation that such utility ensements are for the use and benefit of any public utility operating in Travis County, Texas, on well as for the benefit of the Declarant and any Owners whose title is derived from the

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Declarant, so as to permit and facilitate the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, semitary sewers, surface drainage, and any other utility or service that the Declarant may find necessary or proper.

4.02. The title conveyed to any portion of the Properties shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sever of sanitary lives, poles, pipes, conduits or other appurtenances or facilities constructed by the Declarant or public utility companies upon, under, along, across or through such public utility easements; and the right (but not the obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Declarant, its successors and assigns.

4.63. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Declarant or its successors or assigns.

4.04. The Declarant reserves the right to make minor changes in and mloor additions to each utility easement for the purposes of more efficiently serving the Properties or any portion of real property therein.

4.05. When necessary or convenient for the installation of any utility, the company making such installation in utility easements dedicated on the above-mentioned Plat or dedicated herein or hereafter created in the Properties, may, where necessary, without liability to the Owner of the Lot encumbered by such utility easements, remove all or any trees and other vegetation within the utility system, or systems. Declarant or the utility empany may true trees and shrubbery or roots thereof which overhang or encreach into such easements, without liability to the Owner of such shrubbery or trees.

4.06. The utility companies of public utilities serving the Properties shall have service thop easements for the installation and maintenance of underground or actial utility lines or pipes from the utility easements shown or provided for on the recorded flat to the meter or connection for such utilities upon each Lot or the improvements exected upon such Lot. Such service drop easement shall be at the location salected by the utility company or public utility and shall be five (5) feet in width, the center line of which shall be the lines, pipes or other connection percentage to provide such Lot or improvements with such utility service.

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article V.

GENERAL PROVISIONS

5.01. Fower of Attorney. Each and every Owner hereby makes, constitutes and appoints Declarant as their true and lawful attorney-in-fact for them and in their name, place and stead and for their use and benefit:

5.011. to exercise, do, or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Properties;

5.012. to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract, or abandon tha terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s), and restriction(s) as Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing.

5.013. To sign, execute, addrowledge, deliver and record any and all instruments which medify, amend, change, enlarge, contract or abandon the Plat which includes the Properties, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

The rights, powers and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Travis County Clerk's Office and shall remain in full force and effect thereafter until the tenth (10th) anniversary of the recordation of this Declaration.

5.02. Binding Effect and Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant and the Owners and/or their respective heirs, successors and assigns, for a term of thirty (30) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the their existing Owners of no less than reventy-five percent (75%) of the Lots contained in the Properties has been recorded in the Dead Records of Travis County, Texas agreeing to abolish these Covenants, Conditions and Restrictions; provided, however, that no such agreements to abolish shall be effective unless made and recorded at least one (1) year in advance of the effective date of such change. In the Instances of Lots owned as community property, for purposes of this Article V, the signature of either the husband or wife shall be effective for inclusion of such Lot in the seventy-five percent (75%) voting to abolish these Covenants, Conditions and Restrictions.

5.03. Amendments by Deciarant. Notwithstanding any contrary term or provision bereof, Declarant at its discretion, may abeliah or amend this Declaration or change the

Covenants, Conditions and Restrictions, in whole or in part, at any time prior to the sarlier to occur of (i) November 1, 1986, or (li) such time as Declarant owns 49% of less of the Lots covered by this Declaration (the "Modification Period"). Succeptent to the expiration of such Modification Period and during the ten (19) year period immediately following the date of recordation of this Declaration, Declarant may amend or change those Covenants, Conditions and Restrictions with the consent of the Owners of at least city—one percent (51%) of the Lots covered by this Declaration, evidenced by a document in writing bearing each of their signatures. Any and all amendments shall be recorded in the Office of the County Clark of Travis County, Texas.

5.04. Amendments by Owners. Except as provided in Section 5.02 and Section 5.03 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part only with the consent of the Owners of seventy-five percent (75%) of the Lots covered by this Declaration, evidenced by a document in writing bearing each of their signatures and recorded in the Office of the County Clerk of Travis County, Terms.

5.05. Enforcement. Enforcement of these Covenants, Conditions and Restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by these Covenants, Conditions and Restrictions; but failure by the Declarant or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation bereunder, the prevailing party shall be satisfied to recover reasonable atternage fees from the non-prevailing party.

5.06. Validity. Violation of or failure to comply with these Covenants, Conditions and Restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any Lot. Invalidation of any one or more of these Covenants, Conditions and Restrictions, or any portions thereof, by a sudgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these Covenants, Conditions and Restriction conflicts with mandatory provisions of any ordinance or regulation promulgated by any governmental authority having priscitcion over the Proporties, then such governmental requirement shall control.

5.07. Beadings. The headings contained in this Declaration are for reference only and shall not in any way affect the meaning or interpretation of this

Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, inless the context requires otherwise.

5.08. Notices to Owners. Any notice required to be given to any Owner of a Lot moer the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States Mail, postage prepald, addressed to the last known address of the person who appears as the Owner of such Lot on the records of the Declarant at the time of such mailing.

5.09. Notices to Mortgogees. The holder(s) of a mortgage may be furnished with written notification from the Declarant of any default by the respective nortgagot/Owner in the performence of such mortgagor's/Owner's obligation(s) as established by this Declaration, provided that the Declarant has been theretofore urnished, in writing, with the correct name and address of such mortgage holder(s) and a equest to receive such notification.

IN WITNESS WHEREOF, LOHMANS CROSSING, LTD., being the Declarant herein, has eaused this instrument to be executed this 3 day of ______

LOHMANE CROSSING, LTD.

LOHMANS CROSSING, INC.,

General Fartner

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared JOE T. FOX, President of LOHMANS CROSSING, INC., a Texas corporation, the General Partner of LOHMANS CROSSING, LTD., a Texas limited partnership known to me to be the person and afficer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration—rein expressed, in the expectity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 200 of

ary Public in act for State of Texas

Printed Name: VOLDER DEVIS

My Commission Expires:

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Lots 1 through 14, inclusive, in Block A, Lohmans Crossing Estates, Section Seven, according to the Plat thereof recorded in Plat Book Pages _____, Plat Records of Travis County, Texas. Lots 1 through 15, inclusive, in Block B, Lohmans Crossing Estates, Section Seven, according to the Plat thereof recorded in Plat Book Plat Records of Travis County, Texas. Lots 1 through 7, inclusive, in Block C. Lohmans Crossing Estates, Section Seven, according to the Plat thereof recorded in Plat Book

Plat Records of Travis County, Texas.

