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**SECOND AMENDMENT TO  
THE AMENDED AND RESTATED  
DECLARATION FOR CONDOMINIUM  
REGIME FOR THE PENINSULA ON LAKE AUSTIN  
PHASE ONE AND PHASE TWO**

This Second Amendment to the Amended and Restated Declaration for Condominium Regime for the Peninsula on Lake Austin Phase One and Phase Two (the "Second Amendment") is executed by the undersigned property owners who are at least sixty-seven percent (67%) of the Phase One Owners and sixty-seven percent (67%) of the Phase Two Owners in the Condominium Project (as those terms are more fully defined in the Amended and Restated Declaration identified below).

**BACKGROUND:**

A. The Enabling Declaration for Establishment of a Condominium for St. Tropez Lakehomes (the "Original Declaration") recorded at Volume 9671, page 892 of the Real Property Records of Travis County, Texas, was amended and restated by the Amended and Restated Declaration for Condominium Regime for the Peninsula on Lake Austin Phase One and Phase Two (formerly Lake Tropez Lakehomes) (the "Amended and Restated Declaration") recorded at Volume 12441, pages 1217-1273, Real Property Records of Travis County, Texas.

B. The Amended and Restated Declaration authorizes the creation of two phases of the Condominium Regime, Phase One (herein so called) consisting of Units 1-5 and Phase Two (herein so called) consisting of Units 6-15.

C. The First Amendment to the Amended and Restated Declaration for Condominium Regime for the Peninsula on Lake Austin Phase One and Phase Two (the "First Amendment") recorded as document no. 199913634 of the Official Public Records of Travis County, Texas amended Phase Two of the Regime so that it consists of nine (9) Units and the five buildings described in Exhibit "B" of the First Amendment. Phase Two actually consists of nine (9) Units in six (6) buildings. Units 6, 13, and 14 are in single-unit buildings. Units 7 and 8 share a building. Units 9 and 10 share a building and Units 11 and 12 share a building.

D. Section 6.14 of the Amended and Restated Declaration provides that the Amended and Restated Declaration shall not be amended except at a meeting of the Owners at which such amendment is approved by at least sixty percent (60%) of the Phase One Owners and sixty percent (60%) of the Phase Two Owners in the Condominium Project.

E. Texas Property Code § 81.111 provides:

"After a condominium is recorded with a county clerk, the declaration may not be amended except at a meeting of the apartment owners at which the amendment is approved by the holders of at least 67 percent of the ownership interests in the condominium."

F. The undersigned, representing at least sixty-seven percent (67%) of the ownership interests in the condominium as well as at least sixty percent (60%) of the Phase One Owners and sixty percent (60%) of the Phase Two Owners desire to amend the Amended and Restated Declaration in order to revise the maintenance and repair responsibilities of the Phase Two Owners.

NOW, THEREFORE, the Amended and Restated Declaration is amended as follows:

1. Article VI, Section 6.3.1 is added to the Amended and Restated Declaration and shall read as follows:

Notwithstanding anything in this Declaration to the contrary, the Owners of Phase Two Units 7 and 8, shall be jointly responsible for the maintenance, repair, or replacement of the building foundations, bearing walls and columns, roofs, walls, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of the two-Unit building they share. Similarly, notwithstanding anything in this Declaration to the contrary, the Owners of Phase Two Units 9 and 10, and the Owners of Phase Two Units 11 and 12 shall be jointly responsible for the maintenance, repair, or replacement of the building foundations, bearing walls and columns, roofs, walls, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of the two-Unit buildings they share. All maintenance, repair, and replacement expense for the building foundations, bearing walls and columns, roofs, walls, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of each such shared building not covered by Phase Two's insurance coverage shall be at the cost and expense of the Owners sharing the building, and not a Phase Two common expense; such expense to be shared equally between the Owners sharing the two-Unit building in all circumstances. Such maintenance, repair, and replacement expense shall include, but shall not be limited to, legal fees, expenses, and costs incurred in enforcing claims and suing third parties to recover money for maintenance, repair, and replacement expenses. This section 6.3.1 does not affect Section 6.3(b) of the Declaration under which all glass in all windows or doors of each Phase Two Unit and all exterior and interior doors (including garage doors) of each Phase Two Unit shall be deemed to be a part of the interior finished surface and individually owned by the Phase Two Owner of such Phase Two Unit and shall be repaired or replaced at the separate cost and expense of each individual Phase Two Unit Owner, and not as a Phase Two Common Expense.

2. Article VI, Section 6.3.2 is added to the Amended and Restated Declaration and shall read as follows:

Notwithstanding anything in this Declaration to the contrary, the Owners of Phase Two Units 6, 13, and 14 (those that do not share a Phase Two building with another Unit) shall be responsible for the maintenance, repair, or replacement of the building foundations, bearing walls and columns, roofs, walls, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of the building in which their Unit is located. All maintenance, repair, and replacement expense for the building foundations, bearing walls and columns, roofs, walls, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of each such building not covered by Phase Two's insurance coverage shall be at the cost and expense of the Owner of the Unit in the building, and

not a Phase Two common expense. Such maintenance, repair, and replacement expense shall include, but shall not be limited to, legal fees, expenses, and costs incurred in enforcing claims and suing third parties to recover money for maintenance, repair, and replacement expenses.

3. Article VI, Section 6.3.3 is added to the Amended and Restated Declaration and shall read as follows:

Although Sections 6.3.1 and 6.3.2 place the financial responsibility (beyond insurance coverage) for maintenance, repair, and replacement of building foundations, bearing walls and columns, roofs, walls, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of the building on the Owners sharing a Phase Two building in the case of two-Unit buildings, and on the single Owner in the case of one-Unit Phase Two buildings, the Owners desire that the general uniformity of the aesthetic standards for the Condominium Project should remain intact. The Phase Two Association, upon a vote of 60% of the Ownership interests in Phase Two, may require the Phase Two Owners to perform maintenance, repair, and replacement work on the Phase Two buildings so long as the required maintenance, repair, or replacement work is reasonably necessary to effect the repair or replacement of a defective building component or is reasonably necessary to maintain the aesthetic standards of the Condominium Project.

If such required maintenance, repair, or replacement work is not timely performed by the responsible Owner(s), the Phase Two Association shall make or cause to be made all necessary maintenance, repairs, or replacement of the building foundations, bearing walls and columns, roofs, wall, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of the building and shall then assess the Unit(s) for the amount of the cost. (In the case of work being done for two Owners failing to timely perform, the Phase Two Association shall assess the two Units equally.) Such costs shall be deemed a special assessment for each such Unit and such assessment shall be paid to the Phase Two Association within thirty (30) days of completion of such maintenance, repair, or replacement work and shall otherwise be subject to the provisions of Article VII of this Declaration.

4. Article VI, Section 6.3.4 is added to the Amended and Restated Declaration and shall read as follows:

In the event of a dispute between the two Owners of a shared Phase Two Building regarding the need for maintenance, repair, or replacement of building foundations, bearing walls and columns, roofs, walls, gutters, internal pipes, internal wires, internal conduits, and all other Common Elements of the building, at the request of an Owner and upon a finding by the Phase Two Association of reasonable necessity to effect the repair or replacement of a defective building component or to maintain the aesthetic standards of the Condominium Project, the Phase Two Association shall make or cause to be made the necessary repairs, maintenance, or replacement work. The Phase Two Association shall then assess the two Units equally for the amount of the cost of the repairs, maintenance, or replacement work. Such costs shall be deemed a special assessment for each of the two Units, and such assessment shall be paid to the Phase Two Association within 30 days of completion of maintenance, repairs, or replacement and shall otherwise be subject to the provisions of Article VII of this Declaration.

5. Article VI, Section 6.3.5 is added to the Amended and Restated Declaration and shall read as follows:

Phase Two Owners, in exercising their responsibility for maintenance, repair, and replacement of building foundations, bearing walls and columns, roofs, wall, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of the building, may upgrade so long as the upgrade is consistent with the general uniformity of the aesthetic standards of the Condominium Project. No Phase Two Owners shall (a) change, alter, remove, or otherwise affect any exterior or load bearing portion of the Phase Two Building containing such Owner's Unit or (b) place, erect, or construct any building, fixture, facility, or other improvements on, to, or about such Phase Two Building or the General Common Elements without the consent of the Common Area Council of Owners.

6. Except as amended by this Second Amendment, all terms and provisions of the Amended and Restated Declaration as amended by the First Amendment, are ratified and affirmed. All capitalized terms in this Second Amendment shall have the same meanings as the corresponding terms in the Amended and Restated Declaration.

7. This Second Amendment may be executed in multiple counterparts, each of which shall be considered an original.

Executed this 4<sup>th</sup> day of October, 2004.

Julie Carmody  
Julie Carmody

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Owner(s) of Unit 5, Phase I

Ownership of PHL  
17.24.70

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this 4<sup>th</sup> day of October  
2004, by Juli N. Catmody



*[Handwritten Signature]*  
Notary Public in and for the State of Texas

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_,  
2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

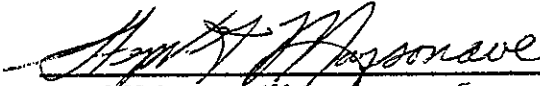
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Phase Two Owners, in exercising their responsibility for maintenance, repair, and replacement of building foundations, bearing walls and columns, roofs, wall, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of the building, may upgrade so long as the upgrade is consistent with the general uniformity of the aesthetic standards of the Condominium Project. No Phase Two Owners shall (a) change, alter, remove, or otherwise affect any exterior or load bearing portion of the Phase Two Building containing such Owner's Unit or (b) place, erect, or construct any building, fixture, facility, or other improvements on, to, or about such Phase Two Building or the General Common Elements without the consent of the Common Area Council of Owners.

6. Except as amended by this Second Amendment, all terms and provisions of the Amended and Restated Declaration as amended by the First Amendment, are ratified and affirmed. All capitalized terms in this Second Amendment shall have the same meanings as the corresponding terms in the Amended and Restated Declaration.

7. This Second Amendment may be executed in multiple counterparts, each of which shall be considered an original.

Executed this 4 day of October, 2004.

  
\_\_\_\_\_  
STEPHEN MAW DONAVE  
\_\_\_\_\_  
\_\_\_\_\_

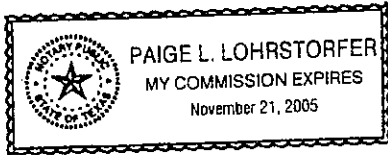
Owner(s) of Unit 2, Phase I  
ownership of Ph I  
20.29 '70

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this 4<sup>th</sup> day of October, 2004, by Steve Maysonave.



*Paige Lohrstorfer*  
Notary Public in and for the State of Texas

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

5. Article VI, Section 6.3.5 is added to the Amended and Restated Declaration and shall read as follows:

Phase Two Owners, in exercising their responsibility for maintenance, repair, and replacement of building foundations, bearing walls and columns, roofs, wall, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of the building, may upgrade so long as the upgrade is consistent with the general uniformity of the aesthetic standards of the Condominium Project. No Phase Two Owners shall (a) change, alter, remove, or otherwise affect any exterior or load bearing portion of the Phase Two Building containing such Owner's Unit or (b) place, erect, or construct any building, fixture, facility, or other improvements on, to, or about such Phase Two Building or the General Common Elements without the consent of the Common Area Council of Owners.

6. Except as amended by this Second Amendment, all terms and provisions of the Amended and Restated Declaration as amended by the First Amendment, are ratified and affirmed. All capitalized terms in this Second Amendment shall have the same meanings as the corresponding terms in the Amended and Restated Declaration.

7. This Second Amendment may be executed in multiple counterparts, each of which shall be considered an original.

Executed this 4<sup>th</sup> day of October, 2004.

Marlene McGovern  
MARLENE MCGOVERN

Owner(s) of Unit #3, Phase 1  
ownership of PHI

22-17970



STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this 4<sup>th</sup> day of October, 2004, by Marlene McGovern



*Paige L. Lohrstorfer*  
 Notary Public in and for the State of Texas

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

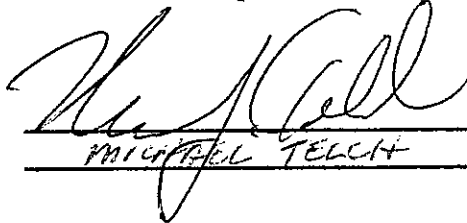
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Phase Two Owners, in exercising their responsibility for maintenance, repair, and replacement of building foundations, bearing walls and columns, roofs, wall, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of the building, may upgrade so long as the upgrade is consistent with the general uniformity of the aesthetic standards of the Condominium Project. No Phase Two Owners shall (a) change, alter, remove, or otherwise affect any exterior or load bearing portion of the Phase Two Building containing such Owner's Unit or (b) place, erect, or construct any building, fixture, facility, or other improvements on, to, or about such Phase Two Building or the General Common Elements without the consent of the Common Area Council of Owners.

6. Except as amended by this Second Amendment, all terms and provisions of the Amended and Restated Declaration as amended by the First Amendment, are ratified and affirmed. All capitalized terms in this Second Amendment shall have the same meanings as the corresponding terms in the Amended and Restated Declaration.

7. This Second Amendment may be executed in multiple counterparts, each of which shall be considered an original.

Executed this 4th day of October, 2004.

  
\_\_\_\_\_  
MICHAEL TELCH  
\_\_\_\_\_  
\_\_\_\_\_

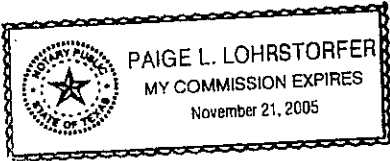
Owner(s) of Unit 4, Phase I  
ownership of Ph I  
17.2470

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this 4<sup>th</sup> day of October, 2004, by Michael Welch.



*Paige Lohrstorfer*  
Notary Public in and for the State of Texas

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

5. Article VI, Section 6.3.5 is added to the Amended and Restated Declaration and shall read as follows:

Phase Two Owners, in exercising their responsibility for maintenance, repair, and replacement of building foundations, bearing walls and columns, roofs, wall, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of the building, may upgrade so long as the upgrade is consistent with the general uniformity of the aesthetic standards of the Condominium Project. No Phase Two Owners shall (a) change, alter, remove, or otherwise affect any exterior or load bearing portion of the Phase Two Building containing such Owner's Unit or (b) place, erect, or construct any building, fixture, facility, or other improvements on, to, or about such Phase Two Building or the General Common Elements without the consent of the Common Area Council of Owners.

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7. This Second Amendment may be executed in multiple counterparts, each of which shall be considered an original.

Executed this 4<sup>th</sup> day of October, 2004.

Elsie E. Taylor  
ELSIE E. TAYLOR

Hottis M. Taylor  
Hottis M. Taylor

Owner(s) of Unit 2, Phase II

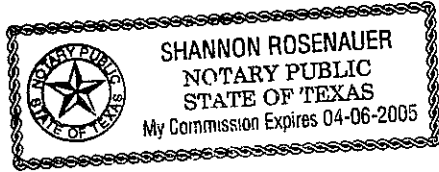
Ownership of Ph II  
11.7270

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this 4<sup>th</sup> day of October, 2004, by Hollis M. Taylor.



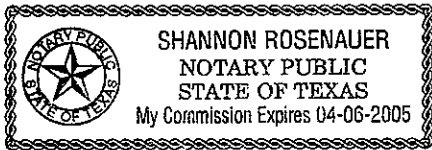
Shannon Rosenauer  
Notary Public in and for the State of Texas

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this 4<sup>th</sup> day of October, 2004, by Elsie E. Taylor.



Shannon Rosenauer  
Notary Public in and for the State of Texas

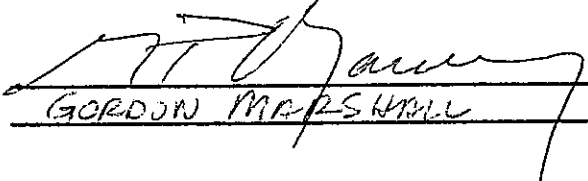
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Phase Two Owners, in exercising their responsibility for maintenance, repair, and replacement of building foundations, bearing walls and columns, roofs, wall, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of the building, may upgrade so long as the upgrade is consistent with the general uniformity of the aesthetic standards of the Condominium Project. No Phase Two Owners shall (a) change, alter, remove, or otherwise affect any exterior or load bearing portion of the Phase Two Building containing such Owner's Unit or (b) place, erect, or construct any building, fixture, facility, or other improvements on, to, or about such Phase Two Building or the General Common Elements without the consent of the Common Area Council of Owners.

6. Except as amended by this Second Amendment, all terms and provisions of the Amended and Restated Declaration as amended by the First Amendment, are ratified and affirmed. All capitalized terms in this Second Amendment shall have the same meanings as the corresponding terms in the Amended and Restated Declaration.

7. This Second Amendment may be executed in multiple counterparts, each of which shall be considered an original.

Executed this 4<sup>th</sup> day of October, 2004.

  
\_\_\_\_\_  
GORDON MARSHALL  
\_\_\_\_\_  
\_\_\_\_\_

Owner(s) of Unit 8, Phase II

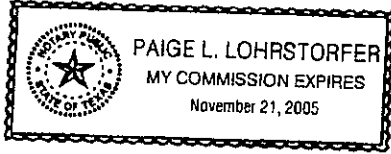
Ownership of Ph II  
10.21.04

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this 4<sup>th</sup> day of October,  
2004, by Gordon Marshall



Paige L. Lohrstorfer  
Notary Public in and for the State of Texas

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_,  
2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

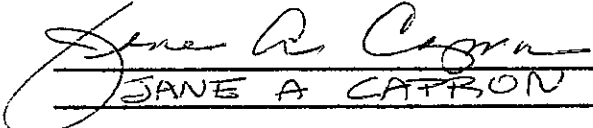
5. Article VI, Section 6.3.5 is added to the Amended and Restated Declaration and shall read as follows:

Phase Two Owners, in exercising their responsibility for maintenance, repair, and replacement of building foundations, bearing walls and columns, roofs, wall, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of the building, may upgrade so long as the upgrade is consistent with the general uniformity of the aesthetic standards of the Condominium Project. No Phase Two Owners shall (a) change, alter, remove, or otherwise affect any exterior or load bearing portion of the Phase Two Building containing such Owner's Unit or (b) place, erect, or construct any building, fixture, facility, or other improvements on, to, or about such Phase Two Building or the General Common Elements without the consent of the Common Area Council of Owners.

6. Except as amended by this Second Amendment, all terms and provisions of the Amended and Restated Declaration as amended by the First Amendment, are ratified and affirmed. All capitalized terms in this Second Amendment shall have the same meanings as the corresponding terms in the Amended and Restated Declaration.

7. This Second Amendment may be executed in multiple counterparts, each of which shall be considered an original.

Executed this 4<sup>th</sup> day of October, 2004.

  
\_\_\_\_\_  
JANE A. CARRON  
\_\_\_\_\_  
\_\_\_\_\_

Owner(s) of Unit 9, Phase 2

Ownership of Ph II  
11.72970

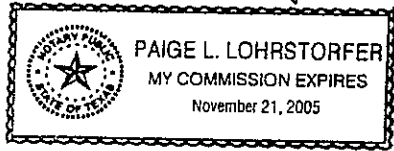


STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this 4<sup>th</sup> day of October,  
2004, by Jane A Capron.



*Paige Lohrstorfer*  
Notary Public in and for the State of Texas

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_,  
2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

6. Except as amended by this Second Amendment, all terms and provisions of the Amended and Restated Declaration as amended by the First Amendment, are ratified and affirmed. All capitalized terms in this Second Amendment shall have the same meanings as the corresponding terms in the Amended and Restated Declaration.

7. This Second Amendment may be executed in multiple counterparts, each of which shall be considered an original.

Executed this 10<sup>th</sup> day of September, 2004.

Doris C. Rabbit  
DORIS RABBIT

Ownership of Ph II 10.2170

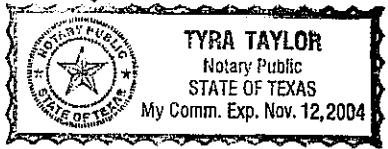
Owner(s) of Unit 10, Phase 2

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this 10<sup>th</sup> day of September, 2004, by Doris Rabbit.



[Signature]  
Notary Public in and for the State of Texas

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

5. Article VI, Section 6.3.5 is added to the Amended and Restated Declaration and shall read as follows:

Phase Two Owners, in exercising their responsibility for maintenance, repair, and replacement of building foundations, bearing walls and columns, roofs, wall, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of the building, may upgrade so long as the upgrade is consistent with the general uniformity of the aesthetic standards of the Condominium Project. No Phase Two Owners shall (a) change, alter, remove, or otherwise affect any exterior or load bearing portion of the Phase Two Building containing such Owner's Unit or (b) place, erect, or construct any building, fixture, facility, or other improvements on, to, or about such Phase Two Building or the General Common Elements without the consent of the Common Area Council of Owners.

6. Except as amended by this Second Amendment, all terms and provisions of the Amended and Restated Declaration as amended by the First Amendment, are ratified and affirmed. All capitalized terms in this Second Amendment shall have the same meanings as the corresponding terms in the Amended and Restated Declaration.

7. This Second Amendment may be executed in multiple counterparts, each of which shall be considered an original.

Executed this 4<sup>th</sup> day of October, 2004.

Rosemary Kuhlman  
ROSEMARY KUHLMAN

Owner(s) of Unit 11, Phase II

Ownership of Ph II  
11.7270

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this 4<sup>th</sup> day of October 2004, by Rosemary Kuhlman



Paige L. Lohrstorfer  
Notary Public in and for the State of Texas

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

5. Article VI, Section 6.3.5 is added to the Amended and Restated Declaration and shall read as follows:

Phase Two Owners, in exercising their responsibility for maintenance, repair, and replacement of building foundations, bearing walls and columns, roofs, wall, gutters, internal pipes, internal wires, internal conduits, window frames, door frames, and all other Common Elements of the building, may upgrade so long as the upgrade is consistent with the general uniformity of the aesthetic standards of the Condominium Project. No Phase Two Owners shall (a) change, alter, remove, or otherwise affect any exterior or load bearing portion of the Phase Two Building containing such Owner's Unit or (b) place, erect, or construct any building, fixture, facility, or other improvements on, to, or about such Phase Two Building or the General Common Elements without the consent of the Common Area Council of Owners.

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7. This Second Amendment may be executed in multiple counterparts, each of which shall be considered an original.

Executed this 4<sup>th</sup> day of OCTOBER, 2004.

Michael P. Lehter  
MICHAEL P. LEHTER

Owner(s) of Unit 14, Phase 2

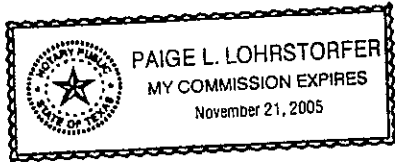
Ownership of PH II  
12.98 → 0

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this 4<sup>th</sup> day of October, 2004, by Michael P. Lehner



*Paige Lohrstorfer*  
Notary Public in and for the State of Texas

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2004 Oct 21 10:54 AM 2004199771

HERRERAR \$57.50

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

After recording return to:

Claude E. Ducloux  
Hill, Ducloux, Carnes & Youngblood  
400 W. 15<sup>th</sup> Street, Suite 808  
Austin, Texas 78701