

0 4 07 2612

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July 19 00
25.00
CUTS
ENTER
10/35

FOREST MESA
FOURTH AMENDED
DECLARATION OF RESTRICTIONS

1000 152151
3000 152650
25.00 C/C
2 05/29/86

KNOW ALL MEN BY THESE PRESENTS:

VILLA SERENA, INC., a Texas Corporation, and its Members being the owners of the following described real property situated in Travis County, Texas, to wit:

All of the lots and tracts in Forest Mesa, a Planned Unit Development, according to the map or plat of record in Book 64, Page 16, Plat Records of Travis County, Texas (commonly known and marketed as VILLA SERENA),

and desiring to establish the nature of the use and enjoyment thereof, hereby declares that the following express covenants, restrictions, reservations and conditions shall attach to the said real property and every lot or tract thereof and shall constitute covenants running with the land, and the same are in lieu of and in complete substitution of the Declaration of Restrictions filed of record Aug. 30, 1976, and any previous or subsequent amendments by Villa Serena, Inc., recorded in Volume 5555, Page 2315 or elsewhere of the Deed Records of Travis County, Texas.

ARTICLE I

Definitions

Section 1.1 "Association" shall mean and refer to Villa Serena, Inc., a/k/a/Villa Serena Homeowner's Association, a Texas Corporation, its successors and assigns.

Section 1.2 "Premises" and/or "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 1.3 "Common Area" shall mean all real property, and improvements thereto, identified as Lots 58, 59 and 60 of said subdivision map and such other area as may be acquired by the Association and set aside for the use, convenience or enjoyment of the Owners of the Lots, and shall include all park and playground and recreational areas, landscaped areas, walkways, streets and parking areas.

Section 1.4 "Lot" shall mean and refer to any plot of land shown upon the recording subdivision map of Forest Mesa Planned Unit Development according to the plat thereof, recorded in Book 64, Page 16, Plat Records of Travis County, Texas, and all improvements thereon situated, expressly excluding Lots 58, 59 and 60.

Section 1.5 "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the aforesaid recorded subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II

General Restrictions

Section 2.1 Said premises are hereby restricted to high-class single family dwellings for residential use and no business activities of any kind whatsoever shall be conducted upon said premises.

Section 2.2 All buildings or structures erected on said premises shall be of new construction and no buildings or structures shall be moved from other locations on to said premises.

Section 2.3 No livestock, poultry, or other animals or fowl shall be kept on the premises other than household pets, PROVIDED HOWEVER, that such pets shall be kept within the confines of the Owner's Lot or in restraint in full compliance with applicable

law when elsewhere on the premises, and shall not be kept or used for commercial purposes.

Section 2.4 No store, office or other place of business of any kind and no hospital, sanitarium or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theatre, saloon or other place of entertainment shall ever be erected or permitted upon the premises, or any part thereof.

Section 2.5 No advertising signs, billboards, overhead wiring, unsightly objects or nuisance shall be erected, or permitted to remain on any of said lots, nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the holder of any lot in the subdivision.

Section 2.6 The premises are intended for an adult community and children are welcome only as guests of owners. No persons under 18 years of age shall be allowed as permanent residents.

Section 2.7 All clothes lines, equipment, garbage cans, incinerators, service yards, woodpiles or storage piles shall have permanent locations only within the walls of the respective owner's lot. All rubbish, trash, or garbage shall be removed from the premises and shall not be allowed to accumulate thereon.

Section 2.8 No fences, hedges, or walls shall be erected or maintained upon said premises, except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association.

Section 2.9 Trailers, Boats, and Motor Vehicles. No mobile home, trailer of any kind, truck camper, motorized recreational vehicle, permanent tent or similar structure, boat or inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street or private driveway in such a manner as will be visible from neighboring property or a public street except in private garages; provided, however, that the provisions of this section shall not apply to emergency vehicle repairs, and provided further that the Association shall have the authority to control the parking and handling of all vehicles and equipment and the usage of the Common Area for such purposes, including, inter-alia, speed limits.

Section 2.10 Antennas and Signals. No outside antenna or other outside device for the transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained on any lot, whether attached to a building or structure or otherwise, without approval of the Association, except that the Association may erect a common television antenna. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any lot which may unreasonably interfere with the reception of television or radio signals on any other lot.

ARTICLE III

Ownership

Section 3.1 Ownership of individual lots, and the residential dwellings constructed thereon, shall be evidenced by a deed to the lot upon which each such residence is situated.

Section 3.2 All acts necessary or appropriate to the proper maintenance, upkeep and protection of the Common Area shall be taken through the Association.

ARTICLE IV

Membership

Section 4.1 Acquisition of Membership. Each person acquiring a lot in the subdivision shall, on such acquisition, become a Member of the Association. A person shall be deemed to have acquired a lot when title thereto has been duly vested in him or her by an appropriate deed, irrespective of whether or not such lot is subject to a mortgage or other security interest. The word "person" as used herein means both natural and judicial persons, including corporations.

Section 4.2 Plural Ownership of a Single Lot. If two or more persons are simultaneously owners of a single lot, they shall be entitled to membership in the Association. In this case, only one will have the power to vote. If a husband and wife share in the ownership, and both are residents, regardless of ownership, both shall be a member of the Association and either the husband or the wife shall have the power to vote and to hold office in the Association. It is the purpose and intent of this Declaration that there shall be only one, member at a time with the right to vote appurtenant to each lot; and this Declaration shall be so interpreted.

Section 4.3 Ownership of More than One Lot by the Same Person. A person who is the owner of more than one lot shall be entitled to one membership and one vote for each lot owned.

Section 4.4 Duration of Membership. Anyone who becomes a member of this Association in the manner described herein shall remain a member as long as he or she remains the owner of a lot. If the owner of a lot should transfer his or her title to another person, or if he or she should cease to be the owner by reason of foreclosure or for any other reason, he or she shall thereafter cease to be a member; and the new owner shall become a member in his or her stead.

Section 4.5 Rights to Common Area. The Association shall hold title to, and maintain the landscaping, swimming pool, clubhouse and all other facilities located on the Common Area. For purposes of maintenance only, the Common Area shall be deemed to include those areas lying between the brick and iron fence surrounding the premises on three of its sides and city streets adjacent to them, as well as the area lying between South Drive and the wood fence running parallel to it, whether or not these areas are, properly speaking, part of the Common Area.

Section 4.6 Delegation of Use. Any owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on such owner's lot.

ARTICLE V

Assessments

Section 5.1 Owners are Bound to Contribute. All owners of lots shall contribute toward the expenses of administering the Association; toward the cost of maintaining, controlling, improving, and protecting the Common Area; and toward any other expense lawfully agreed upon by members of the Association, including utility services to the premises and legal enforcement of this Declaration. No owner shall be exempt from contributing to such expenses by waiver of the use of the Common Area, by abandonment of the lot belonging to him, or by any other unilateral action.

Section 5.2 Liens to Secure Assessments. The assessments shall be made against the owner of each lot then owning the same and also against the lot itself; and in the event any owner shall fail or refuse to pay any such assessments as the same shall become due and payable, then all such assessments which have become due and payable and which have not been paid shall constitute and be secured by a valid lien on such lot for the benefit of the Association and all other owners. No lien shall exist against any lot for assessments which have not yet become due and payable. Such liens shall be prior to all other liens, except that such assessment liens shall be subordinate and inferior to (1) all liens for taxes or special assessments levied by the 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 payment for such assessments become due and payable.

Such lien herein provided for may be foreclosed, without prejudice and subject to the aforesaid prior and superior liens, by suit by the Association or any authorized officer or member thereof, acting in behalf of all owners in like manner as mortgagees on real property. No foreclosure suit or sale thereunder shall affect or impair any of the prior liens above mentioned. The Association or any person authorized by it, acting in behalf of all owners, shall have power to bid in the lot foreclosed on at the foreclosure sale, and to acquire, hold, lease, mortgage or convey the same on behalf of all owners. All funds realized from any 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, and the remainder, if any, shall be paid over to the defendant or defendants in the suit as their interest

may appear. In the event the proceeds realized from the foreclosure sale, applied as aforesaid, shall be insufficient to pay off and discharge the whole amount of the assessments sued on, then the purchaser acquiring title to such lot at such foreclosure sale, whoever he may be, other than the owner sued, shall be not liable for the deficiency, but such deficiency shall be deemed a common expense, collectable from all owners, including the purchaser at the foreclosure sale, on a pro-rata basis as in the case of other common expenses. The defaulting owner sued shall remain personally liable to the Association and owners paying such deficiency.

Section 5.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the pleasure, recreation, and other non-profitable purposes of the members of the Association, including without limitation the improvement, maintenance, and protection of the Common Area.

Section 5.4 Basis of Assessments. All regular and special assessments must be fixed at a uniform rate for all lots. There being 57 residential lots numbered 1 through 57, designated for building sites in the subdivision, each owner of such a lot shall contribute an equal 1/57th part of the assessments made. If more than one person owns a lot, they shall be bound, jointly and severally, to pay the assessments made against the lot which they own together. If a person should own more than one lot, he shall be bound to pay the assessments made against each lot owned.

Section 5.5 Annual Assessments.

(A) Annual assessments are due on the first day of each month.

(B) The annual assessment for all lots may be changed by the Association by vote of a simple majority of the membership at a special meeting called for that purpose with a quorum present or at an Annual Meeting. For this purpose a quorum will be at least thirty-three percent of the votes entitled to be cast, whether present in person or by proxy. The Association shall advise owners the basis for the annual assessment and shall furnish owners with reasonable justification for increases or decreases in such assessment.

(C) Out of such annual assessment the Association may create a reasonable reserve for additions, replacement, repair or the maintenance of the facilities and improvements of the common area and may use such assessments and reserves when available.

Section 5.6 Special Assessments. In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, any deficit created or projected by an excess of expenditures of the Association over its receipts, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fourths (3/4ths) of the votes of members present and voting in person or by proxy at a meeting duly called for this purpose at which the necessary quorum is attained. Written notice of Special Assessments shall be sent to all owners at least 30 days prior to the due date thereof.

Section 5.7 Notice and Quorum for Any Action Authorized Under Section 5.6. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.6 of this Article shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. Members having not less than 51% of the votes entitled to be cast, whether present in person or by proxy, shall constitute a quorum. A number less than a quorum may adjourn or recess until a quorum is obtained.

Section 5.8 Delinquency in Payment of Assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within (30) days after due date, a penalty of \$25.00 for the 1st month and \$25.00 additional for each month or portion thereof thereafter will be charged. The assessment and penalty shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may either (1) bring an action at law against the owner personally obligated to pay the same or (2) foreclose the lien against the property, or (3) both (1) and (2); and interest, costs, and reasonable attorney's fees of any such action shall be added (within legal limits) to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot, or by any other unilateral action.

Section 5.9 Loss of Right to Hold Office and to Vote. Any owner of a lot who is delinquent by more than sixty (60) days in the payment of any assessment lawfully made by the Association shall be automatically suspended from any Association office which he may hold; and, in addition, he shall lose his right to vote and to hold office notwithstanding any other provisions in this Declaration or related By-Laws to the Contrary.

ARTICLE VI

Maintenance

Section 6.1 Exterior Maintenance. In addition to maintaining the Common Area as specified in Section 4.5 Article IV of this Declaration, the Association shall maintain certain exterior improvements on all lots. Such maintenance shall be exclusively for painting, staining or treating exterior wooden and metal surfaces visible from the Common Area or any other lot; repair, replacement, or other necessary care of (1) gutters and downspouts, excluding roofs and (2) lawns, shrubs, trees and other growing plants installed by the Association. Such maintenance obligations shall not include garage door opening equipment, air conditioning equipment, glass surfaces, masonry, window, gate and door fixtures, hardware, roofs, ventilators, growing plants installed by an owner, light fixtures not installed by the Association, utility meters, circuit breakers, switch panels, and any water, sewage, or cable television systems lines within a lot. However, the Association shall maintain any common sprinkler system.

Section 6.2 Easement. The Association is hereby granted an easement of use and right-of-way on all lots in order to comply with the terms of this Article and entry on a lot for such purpose shall not be deemed trespass.

Section 6.3 Willful or Negligent Acts. In the event that the need for maintenance or repair is caused through the willful or negligent act of any owner, his family, guests, invitees, or tenants, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such owner is subject.

Section 6.4 Defective Material and/or Workmanship. The Association shall not pay for maintenance, replacement, or repair required on any owner's lot to correct deficiencies in original or additional material, workmanship, or structural defect, or flooding originating from the Common Area or adjoining lots.

Section 6.5 Damage by Accident or Natural Causes. The Association shall not pay for maintenance, replacement, or repair required on any owner's lot, or personal property therein, due to damage caused by insurable accident or natural causes.

Section 6.6 The cost of any maintenance, replacement, or repair due to causes outlined in Sections 6.4 and 6.5 above, which the Association may be obliged to undertake for the safety and welfare of any lot owners, shall be added to and become part of the assessment to which the responsible lot owner is subject.

ARTICLE VII

Party Walls

Section 7.1 Party Walls in General. Each common wall which is part of the original construction of the subdivision lots shall constitute a party wall. Each of the adjoining owners shall assume the burdens and be entitled to the benefits of the restrictive covenants contained in this Declaration. General rules of law regarding party walls shall apply to those walls to the extent they are not inconsistent with this Declaration, the Articles of Incorporation of the Association or the related By-Laws.

Section 7.2 Damage by an Adjoining Party. In the event a party wall in the subdivision is damaged or destroyed by an adjoining owner in such a way as to deprive the other adjoining owner of the full use and enjoyment of such wall, by penetration or otherwise, the Association shall proceed forthwith to rebuild or repair the same so that its former condition will be restored. The cost of such rebuilding or repair shall be added to and become a part of the assessment to which such responsible owner is subject.

Section 7.3 Damage by Accident or Natural Causes. If damage or injury is caused by neither of such owners or persons for whom they are responsible, then the restoration and other costs and expenses shall be borne equally by both such owners except to the

extent insurance proceeds are available. Further, an owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 7.4 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by both owners who make use of the wall in equal proportions.

Section 7.5 Damage to Common Area by an Owner. In the event a member of the Association, his guests, tenants, or members of his family, shall damage or destroy any property on or which is a part of the Common Area, the member responsible shall be bound thereupon to reimburse the Association for any costs incurred in repairing such damage.

Section 7.6 Assessment Against Responsible Owner or Owners. In the event the owner responsible for any damages described in this Article does not promptly reimburse the Association for its costs, such costs shall be added to and become a part of the assessment to which such responsible owner is subject.

Section 7.7 Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

ARTICLE VIII

Taxes and Insurance

Section 8.1 The Association shall pay all property insurance, including liability insurance, on the Common Area, as well as fire and extended coverage insurance on all structures located thereon. Individual owners of lots shall be responsible for all taxes levied against their own property, and for 1/37th of taxes for the Common Area for each lot owned and for carrying their own insurance coverage on their property for fire, extended coverage, liability and personal property, and any other coverage desired.

ARTICLE IX

Architectural Control

Section 9.1 Construction of Improvements. Since the maintenance of environmental and architectural harmony and unity is essential for the preservation and enhancement of the value of the lots and the harmonious functioning of the community affected, no improvements may be erected on any lot by anyone without the approval of the Association. The term "improvements" shall include, but not by way of limitation, erection of any structure, including but not limited to additions to or alterations of any buildings, detached buildings, storage buildings, tool sheds, kennels, or other buildings for the care of animals, and greenhouses; the erection of any fence; the moving of any structure from another locality to a lot; the grading, scraping, excavation or other re-arranging of the surface of a lot; the construction of any driveway, alleyway, walkway, entryway, patio or other similar item; the alteration or replacement of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces; and the planting, replanting or re-arrangement of any plant life visible from another lot, the Common Area, or any street.

Section 9.2 Association Approval. The Association shall exercise prudent judgment to see that all improvements, construction, landscaping and alterations on lands within the premises conform to and harmonize with existing surroundings and structures.

(A) **Procedures.** The Association shall approve or disapprove all plans and requests within forty-five (45) days after submission. In the event the Association fails to take any action within forty-five (45) days after written requests have been submitted, approval will be presumed, and this Article will be deemed to have been fully complied with.

(B) The Association shall maintain written records of all applications submitted to it and of all actions taken.

ARTICLE X

Duration and Amendment

Section 10.1 These amended covenants, restrictions, reservations, and conditions shall remain in full force and effect for a period of one (1) year from 30 August 1986. Thereafter, they shall be deemed to have been renewed for successive terms of one (1) year unless revoked or amended by an instrument in writing executed and acknowledged by the owners of not less than three-fourths (3/4) of the lots in the subdivision. Any such instrument, in order to be valid, must be filed and recorded in the office of the County Clerk of Travis County, Texas, not later than ninety (90) days prior to the expiration of the initial effective period hereof or any one (1) year extension period.

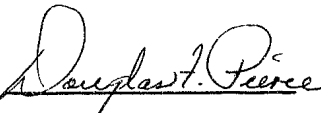
ARTICLE XI

Enforcement and Invalidation

Section 11.1 The amended covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon the described recorded subdivision after the date on which this instrument is recorded. These covenants, restrictions, reservations, and conditions may be enforced in a legal action brought by the Association, the owner of any lot, or any one or more of said individuals, corporation, or Association, which shall seek abatement or enjoinder of the actions or conditions which are deemed to be in violation of them; provided, however, that any breach of said covenants, restrictions, reservations and conditions, or any right of re-entry by reason thereof shall not defeat or affect the lien of any mortgage, or deed of trust made in good faith for value upon said land, but except as hereinafter provided each and all of said covenants, restrictions, reservations, and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise, and provided, also that the breach of any of said covenants, restrictions, reservations, and conditions may be enjoined, abated, or remedied by appropriate proceedings, notwithstanding the lien or existence of any such deed of trust or mortgage. All instruments of conveyance of any interest in all or any part of said subdivision shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein as fully as though the terms and conditions of this instruments were therein set forth, in full; provided however, that the terms and conditions of this instruments shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

Section 11.2 Invalidation. Invalidation of any one of these covenants, restrictions, reservations or conditions by judgment or court order shall in no wise affect the validity of any of the other provisions and same shall remain in full force and effect.

VILLA SERENA, INC.

By 

Ray E. Logan
RAY E. LOGAN

Lot #1

5-15-86

Dell W. Logan
DELL W. LOGAN

Lot #1

5-15-86

Frank Hoagland
FRANK HOAGLAND

Lot #2

5-15-86

Arlena L. Hoagland
ARLENA L. HOAGLAND

Lot #2

5-15-86

Milton T. Smith
MILTON T. SMITH

Lot #3

5-18-86

Helen G. Smith
HELEN G. SMITH

Lot #3

5/18/86

Horace E. Wood
HORACE E. WOOD

Lot #4

5-15-86

Anna B. Wood
ANNA B. WOOD

Lot #4

5-15-86

William Monroe Rust, Jr.
WILLIAM MONROE RUST, JR.

Lot #5

5-25-86

Margaret S. Rust
MARGARET S. RUST

Lot #5

5-25-86

BARBARA M. WALLACE

Lot #6

ALBERT F. WALLACE, JR.

Lot #6

09713 0754

NANCY J. DAVIS, a widow, acting individually and as Independent Executrix and sole heir under the will of Charles A. Davis

Lot #7

George A. Stephen
GEORGE A. STEPHEN

Lot #8

5-15-86

Laverne Stephen
LAVERNE STEPHEN

Lot #8

5-15-86

Chester Jack Judy
CHESTER JACK JUDY

Lot #10

5-15-86

Bernice Clark Judy
BERNICE CLARK JUDY

Lot #10

5-15-86

Margaret B. Sasser
MARGARET B. SASSER, a feme sole

Lot #11

5-15-86

John C. Aycock
JOHN C. AYCOCK

Lot #12

5-15-86

Tracey F. Aycock
TRACEY F. AYCOCK

Lot #12

5/15/86

Amos M. Gurley
AMOS M. GURLEY

Lot #13

5-15-86

Kathryn M. Gurley
KATHRYN M. GURLEY

Lot #13

5-15-86

09713 0755

Edgar Brannan
EDGAR BRANNAN

Lot #14

5-15-86

Leona P. Brannan
LEONA P. BRANNAN

Lot #14

5-15-86

William A. Castille
WILLIAM A. CASTILLE

Lot #15

5-15-86

Dorothy A. Castille
DOROTHY A. CASTILLE

Lot #15

5-15-86

Aubrey E. Lewis
AUBREY E. LEWIS

Lot #16

5-15-86

Martha M. Lewis
MARTHA M. LEWIS

Lot #16

5-15-86

E. E. Stuessy
E. E. STUESSY

Lot #17

5-15-86

Jenny Stuessy
JENNY STUESSY

Lot #17

5-15-86

Werner J. Perlitz
WERNER J. PERLITZ

Lot #18

5-15-86

Kathleen N. Perlitz
KATHLEEN N. PERLITZ

Lot #18

5-15-86

Serena M. Burris
SERENA M. BURRIS, a single woman

Lot #19

5-15-86

09713 0756

<u>Ernst W. Schultz</u> ERNST W. SCHULTZ	Lot #20	<u>5-15-86</u>
<u>Constance L. Schultz</u> CONSTANCE L. SCHULTZ	Lot #20	<u>5/15/86</u>
<u>Barbara J. Daniel</u> BARBARA J. DANIEL, a Feme Sole	Lot #21	<u>5-15-86</u>
<u>Helen E. Silverstone</u> HELEN E. SILVERSTONE, a widow	Lot #23	<u>5-18-86</u>
<u>George M. Higginson</u> GEORGE M. HIGGINSON	Lot #28	<u>5-15-86</u>
<u>Jean B. Higginson</u> JEAN B. HIGGINSON	Lot #28	<u>5-15-86</u>
<u>Dorothy O. Sinz</u> DOROTHY O. SINZ	Lot #29	<u>5-15-86</u>
<u>Richard Sinz</u> RICHARD SINZ	Lot #29	<u>5-15-86</u>
<u>Thomas C. Mann</u> THOMAS C. MANN	Lot #30	<u>5-15-86</u>
<u>Nancy A. Mann</u> NANCY A. MANN	Lot #30	<u>5-15-86</u>
<u>Bobby W. Covert</u> BOBBY W. COVERT, individually and as independent executrix and heir under the will of Clarence Covert, Jr.	Lot #31	<u>5-15-86</u>

09713 0757

Morris Polsky
MORRIS POLSKY

Lot #32

5-15-86

Zelda H. Polsky
ZELDA G. POLSKY

Lot #32

5-15-86

Eldon L. Hill
ELDON L. HILL, Individually and
as Attorney-in-Fact for Mary Ann Hill

Lot #33

5-15-86

Mary Ann Hill
MARY ANN HILL
By Eldon L. Hill
Attorney-in-Fact.

Lot #33

5-15-86

Jolene Gustafson
JOLENE GUSTAFSON, a feme sole

Lot #34

5-15-86

C. M. Phillips
C. M. PHILLIPS

Lot #35

5-15-86

Evelina Phillips
EVALINA PHILLIPS

Lot #35

5-15-86

Lucille B. Lyons
LUCILLE B. LYONS, a feme sole

Lot #36

5-15-86

Vernon E. Grove Sr.
VERNON E. GROVE, SR.

Lot #37

5-15-86

Joyce L. Grove
JOYCE L. GROVE

Lot #37

5-15-86

Louise W. Reese
LOUISE W. REESE

Lot #38

5-15-86

Frank Reese
FRANK REESE

Lot #38

5-15-86

Abraham D. Shaw
ABRAHAM D. SHAW

Lot #39

5-15-86

Rosalie F. Shaw
ROSALIE F. SHAW

Lot #39

5-15-86

ALBERT H. POLLARD, deceased

Lot #40

BERTIE LEMONT POLLARD

Lot #40

Ann LaNell Weber
ANN LANELL WEBER, a feme sole

Lot #41

5-15-86

Joan L. Tabor Higgins
JOAN L. TABOR HIGGINS

Lot #42

5-15-86

HUGH HIGGINS

Lot #42

5-15-86

John C. Thonet
JOHN C. THONET

Lot #43

5-15-86

Grace W. Thonet
GRACE W. THONET

Lot #43

5-15-86

Eva P. Hines
EVA P. HINES, a feme sole

Lot #44

5-15-86

Harold R. Northrup
H. R. Northrup
HAROLD R. NORTHRUP

Lot #46

5-15-86

H. Beth Northrup
H. BETH NORTHRUP

Lot #46

5-15-86

C. DEAN DAVIS

Lot #56

MOLLIE DAVIS

Lot #56

L. W. McConachie
L. W. McCONACHIE

Lot #57

5-27-86

Phyllis Mae McConachie
PHYLLIS MAE McCONACHIE

Lot #57

5-27-86

<u>James M. Williams</u> JAMES M. WILLIAMS	Lot #48	<u>5-15-86</u>
<u>Valerie H. Williams</u> VALERIE H. WILLIAMS	Lot #48	<u>5-15-86</u>
<u>Douglas F. Pierce</u> DOUGLAS F. PIERCE	Lot #50	<u>5-15-86</u>
<u>Angel Dexter Leshikar</u> ANGEL DEXTER LESHIKAR, a feme sole	Lot #51	<u>5-20-86</u>
<u>Marvin B. Lynch</u> MARVIN B. LYNCH	Lot #53	<u>5/15/86</u>
<u>Camille P. Lynch</u> CAMILLE P. LYNCH	Lot #53	<u>5/15/86</u>
<u>Leonard Rosenthal</u> LEONARD ROSENTHAL	Lot #54	<u>5/15/86</u>
<u>Arlene Rosenthal</u> ARLENE ROSENTHAL	Lot #54	<u>5-15-86</u>
<u>Dorothy C. Van Court</u> DOROTHY C. VANCOURT, a feme sole	Lot #55	<u>5-15-86</u>

09713 0762

Lot #24

LONGSTREET AMEST

Lot #25

Lot #25

Helen Baker Levi
HELEN BAKER LEVI

Lot #26

5-15-86

Lot #26

Lot #26

Lot #26

Lot #26

Lot #27

Lot #27

Lot #27

Lot #27

Lot #27

09713 0763

> Joseph J. Pojman
JOSEPH W. POJMAN

Lot #9

5-15-88

Betty Pojman
BETTY POJMAN

Lot #9

5-15-86

Ruth Ann Pojman Coffey
RUTH ANN POJMAN COFFEY,
Managing Joing Venturer for
Pojman Building Joint Venture

Lot #9

5-15-86

JANET H. WEIDMANN, a feme sole

Lot #22

CARLA W. DUBOISE

Lot #22

Lot #22

KATHRYN W. AUSTIN

Lot #22

Lot #22

Lot #24

Lot #24

Lot #24

Lot #24

Mary E. Reilly Monson
MARY E. REILLY MONSON, a feme sole

Lot #45

Casey C. Moss, Sr.
CASEY C. MOSS, SR.

Lot #45

Lot #47

Lot #49

JEAN M. FLANEGAN

Lot #52

Sworn to and subscribed before me by *Mary E. Monson*
Casey C. Moss on this 19 day of May 86

County Travis

Robert L. Barnes
Notary Public Signature

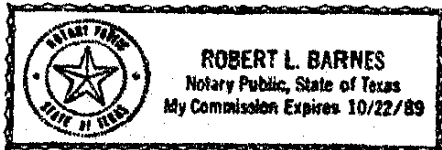
ROBERT L. BARNES

RB

NOTARY SEAL

My Commission Expires 10/22/89

SEAL



09713 0765

STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

This instrument was acknowledged before me on May 15, 1986 by

Ray E. Logan, Dell W. Logan, Horace E. Wood, Anna B. Wood,
George A. Stephen, Laverne Stephen, Chester Jack Judy, Bernice
Clark Judy, Margaret B. Sasser, John C. Aycock, Tracey F. Aycock,
Amos M. Gurley, Kathryn M. Gurley, Joseph L. Pojman, Betty Pojman,
Ruth Ann Pojman Coffey, William A. Castille, Dorothy A. Castille,
Aubrey E. Lewis, Martha M. Lewis, Serena M. Burris, Helen Baker Levi,
Jolene Gustafson, C. M. Phillips, Lucille B. Lyons, Louise W. Reese,
Frank Reese, John C. Thonet, Grace W. Thonet, Harold R. Northrup,
H. Beth Northrup, James M. Williams, Valerie H. Williams, Douglas F.
Pierce, Marvin B. Lynch, Camille P. Lynch, George M. Higginson,
Jean B. Higginson, Eva P. Hines

[seal]

NOTARY SEAL

Frank Hoagland
FRANK HOAGLAND, NOTARY PUBLIC
STATE OF TEXAS
My commission expires: 6-20-88

STATE OF TEXAS
COUNTY OF TRAVIS


§
§
§

This instrument was acknowledged before me on May 15, 1986 by
Frank Hoagland and Arlena L. Hoagland

NOTARY SEAL



JUDY L. PRESTON
Notary Public, State of Texas
My Commission Expires 3-17-89

Judy L. Preston
My commiss  JUDY L. PRESTON
Notary Public, State of Texas
My Commission Expires 3-17-89


09713 0766

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on May 15, 1986 by

E. E. Stuessy, Jenny Stuessy, Ernst W. Schultz, Constance L. Schultz, Vernon E. Grove, Sr., Joyce L. Grove, Morris Polsky, Zelda G. Polsky, Eldon L. Hill, Mary Ann Hill by Eldon L. Hill Attorney in Fact, Barbara J. Daniel, Abraham D. Shaw, Rosalie F. Shaw, Dorothy O. Sinz, Richard Sinz, Thomas C. Mann, Nancy A. Mann, Bobby F. Covert, ~~C. M. Phillips~~, Evalyna Phillips, Ann LaNell Weber, Joan L. Tabor Higgins, Hugh Higgins, Leonard Rosenthal, Arlene Rosenthal, Dorothy C. VanCourt, Edgar Brannan, Leona P. Brannan, Werner J. Perlitz, Kathleen N. Perlitz

[seal]  JUDY L. PRESTON
Notary Public, State of Texas
My Commission Expires 3-17-89

Judy L. Preston NOTARY SEAL
My commission  JUDY L. PRESTON
Notary Public, State of Texas
My Commission Expires 3-17-89

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 5-20-86 by

Angel Dexter Leshikar

[seal]

NOTARY SEAL
Frank Hoagland
Notary Public State of Texas
My commission expires: 6-20-88

State of Texas
County of Travis

This instrument was acknowledged before me on May 15, 1986
by Eldon L. Hill as attorney in fact on behalf of Mary Ann Hill.



JUDY L. PRESTON
Notary Public, State of Texas
My Commission Expires 3-17-89

Judy L. Preston



JUDY L. PRESTON
Notary Public, State of Texas
My Commission Expires 3-17-89

NOTARY SEAL

09713 0708

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on May 15, 1986 by
Ruth Ann Pojman Coffey as Managing Joint Venturer for Pojman Building Joint
Venture.

[seal]

Frank Hoagland
FRANK HOAGLAND
Notary Public
My commission expires: 6-20-88

NOTARY SEAL

00713 0769

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 5-25-86 by
William Monroe Rust, Jr. and MARGARET
S. Rust

[seal] NOTARY SEAL

Frank Hoagland
Notary Public Travis Cty.
State of Texas
My commission expires: 6-20-88

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 5-18-86 by
Milton E. Smith, Helen E. Smith, and
Helen E. Silverstone.

[seal] NOTARY SEAL

Frank Hoagland
State of Texas
My commission expires: 6-20-88

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 5-20- by
L. W. McConachie and Phillip McConachie

NOTARY SEAL

[seal]

Frank Hoagland
Notary Public State of Texas

My commission expires: 6-20-88

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on FILED by

1986 MAY 29 AM 10: 25

Doris Longshore
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:

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

[seal]

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

MAY 29 1986



Doris Longshore
COUNTY CLERK
TRAVIS COUNTY, TEXAS

My commission expires: _____

Vella Serena Inc
Ret: 8111 Club Ct Dr.
Austin TX
78759

68713

6774

Attn James Williams