

APRIL SOUND, SECTION ELEVEN

7933321

RESERVATIONS, RESTRICTIONS AND COVENANTS

DEEDS

STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY X

That United Savings Association of Texas (hereinafter called "Developer") being the owner of that certain tract of land which has heretofore been plated into that certain subdivision known as "April Sound, Section Eleven" according to the plat of said subdivision recorded in the Office of the County Clerk of Montgomery County, Texas, on the 23RD day of JULY, 1979, after having been approved as provided by law, and being recorded in Plat Cabinet C as sheet 37 of the Plat Cabinet Records of Montgomery County, Texas, and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said April Sound, Section Eleven (hereinafter referred to as the "Subdivision"), does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants, which shall be and are hereby made applicable to the Subdivision.

I.

General Provisions

1.01. Each Contract, Deed or Deed of Trust which may be hereinafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

1.02. The utility easements and building set back lines shown on the plat referred to above are dedicated subject to the reservations hereinafter set forth.

1.03.

(a) The utility easements shown or otherwise provided for on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Montgomery County, Texas, as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper.

(b) The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors and assigns.

(c) 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 Developer.

(d) The Developer reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the Subdivision or any property therein.

(e) When necessary or convenient for the installation of any utility company making such installation in utility easements dedicated on the abovementioned plat or dedicated herein or hereafter created in the Subdivision, may, without liability to the owner of the land encumbered by such utility easements, remove all or any trees and other vegetation within the utility easements. When necessary or desirable for the maintenance of such utility system or systems, Developer or a utility company may trim trees and shrubbery or roots thereof which overhang or encroach into such easements, without liability to the owner of such shrubbery or trees.

(f) The utility companies or public utilities serving the Subdivision shall have service drop easements for the installation and maintenance of underground utility lines or pipes from the utility easements shown or provided for on the recorded plat to the meter or connection for such utilities located upon each lot or the improvements erected upon such lot which service drop easements shall be at the location selected by the utility company or public utility and shall be five feet (5') in width, the center line of which shall the waters, lines, pipes or other connections necessary to provide such lot or improvements with such utility services. When any such utility company or public utility makes entry into the ground in exercise of its right hereunder, such utility company or public utility shall restore the ground to its former condition upon completion of its work.

Duration

1.04. The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of thirty-five (35) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of the initial period of thirty-five (35) years or a successive period of ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid thirty-five (35) year period or any successive ten (10) year period thereafter.

Enforcement

1.05. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy or legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer (for so long as Developer is an owner of property in the Subdivision but not otherwise) or for any person or persons owning property in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

Partial
Invalidity

1.06. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

Effect of
Violations
on Mortgagees

1.07. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained, including said Reservations, Restrictions and Covenants.

II.

Basic Rule

2.01.

(a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction, on any property in the Subdivision until the approval of the Architectural Control Authority (as hereinabove provided) of the construction plans and specifications or other improvements has been obtained. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures, and location with respect to topography and finished grade elevation.

(b) The Architectural Control Authority shall have the right to establish a general architectural scheme of the Subdivision and in connection therewith to establish such matters as the following for each unit or for the subdivision:

- (i) Minimum building size
- (ii) Exterior design features or scheme
- (iii) Roofing materials
- (iv) Parking spaces or areas
- (v) Exterior materials

Architectural
Control
Authority

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2.02

(a) The authority to grant or withhold architectural control approval as referred to above is vested in the Architectural Control Authority (herein sometimes referred to as the "Authority"), which Authority shall be the April Sound Section Eleven Architectural Control Committee.

(b) Each application made to the Architectural Control Authority shall be accompanied by two sets of plans and specifications for all proposed construction to be done on such lot including plot plans showing the location of the lot and dimensions of all proposed walls, driveways, curb cuts and all other matters relevant to architectural approval.

(c) The lot owners in the Subdivision shall by vote, as hereinafter provided, elect a committee of three (3) members who shall all be property owners in the Subdivision, to be known as the April Sound Section Eleven Architectural Control Committee (herein referred to as the "Committee"). Each member of the Committee must be an owner of property in the Subdivision. Each lot owner shall be entitled to one (1) vote for each whole lot or building site owned by that owner. In the case of any building site composed of more than one (1) whole lot, such building site owner shall be entitled to one (1) vote for each whole lot contained within such building site. The Developer shall have no vote in the election of the Architectural Control Committee regardless of the property owned by the Developer and no person affiliated with the Developer shall be entitled to serve on the Committee.

The Developer shall be obligated to arrange for the holding of such election within sixty (60) days following the filing of these restrictions by the Developer in the Deed Records of Montgomery County, Texas, to give notice of the time and place of such election (which shall be in Montgomery County, Texas) not less than five (5) days prior to the holding thereof.

Votes of owners shall be evidenced by written ballot furnished by the Developer (or the Committee, after the initial election) and the Developer (or the Committee, after the initial election) shall maintain said ballots as a permanent record of such election for a period of not less than four (4) years after such election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof.

The results of each such election shall promptly be determined on the basis of the majority of those owners then voting in such election.

The results of any such election and of any removal or replacement of any member of the Committee may be evidenced by the recording of an appropriate instrument properly signed and acknowledged in behalf of the Committee or by a majority of the then property owners voting in such election.

After the first such election shall have been held, thereafter the Committee shall be obligated to arrange for elections (in the manner and after notice as set forth above) for the removal and/or replacement of Committee members when so requested in writing by five (5) or more lot owners in the Subdivision. Members of the Committee may, at any time, be relieved of their position upon petition of more than one-half of the property owners in the subdivision and substitute members therefor designated by vote as set forth above.

Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending an election as hereinabove provided for.

If the Committee should fail or refuse to take any action herein provided to be taken by the Committee with respect to setting elections, conducting elections, counting votes, determining results and evidencing such results, or naming successor Committee members, and such failure or refusal continues for a period which is unreasonably long (in the exclusive judgment of the Developer, then the Developer may validly perform such function).

(e) The members of the Committee shall be entitled to such compensation for services rendered and reimbursement for reasonable expenses incurred. All such sums payable as compensation and/or reimbursement shall be payable only out of the "Maintenance Fund", hereinafter referred to.

Effect of Inaction

2.03 Approval or disapproval as to Architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the Authority exercising the prerogative of approval or disapproval fails to approve or disapprove in writing any plans and specifications and plat submitted to it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plat shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plat and all of the other terms and provisions hereof.

Effect of Approval

2.04 The granting of the aforesaid approval shall constitute only an expression of opinion that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat, but nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. Exercise of any such prerogative by one (1) or more members of the Committee in their capacity as such shall not constitute action by the Developer after the election of such Committee members.

III.

All lots in Section Eleven of April Sound as shown on the recorded plat are hereby designated as "Commercial Lots".

IV.

General Restrictions

4.01 The exterior materials of all structures on all lots shall be of such material as may be approved by the Architectural Control Authority.

4.02 No noxious or offensive activity of any sort shall be permitted, not shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. Any lot in the Subdivision may be used for commercial or business purposes of a type compatible with a residential subdivision including but not limited to restaurants, shops, business offices, professional offices, stores and the like but may not be used for residential purposes. The exact usage of each lot shall be at the sole discretion of the Architectural Control Authority and shall be approved in writing prior to the commencement of such use. In no event will any lot be used for mining, smelting, refining or processing any minerals, ores, oil, gas or other substances; for manufacture of any type of machinery, equipment, vehicles, tractors, motorcycles, etc; for any use which emits noxious or offensive fumes, substances or pollutants or which creates excessive noise, light, sound or heat or operates at odd or unusual hours or otherwise in any manner interferes with April Sound subdivision. No tent, house trailer, camper trailer, camper vehicle or motor vehicle (or portion thereof) shall be lived in on any lot.

4.03 No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

4.04 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept for commercial purposes provided they do not constitute a nuisance and do not, in the sole judgment of the Committee, constitute a danger or potential or actual disruption of other lot owners, their invitees or guests.

4.05 All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal commercial requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereof, and shall not burn any garbage, trash or rubbish.

In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Committee may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other

thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof; however, the payment of such charge is not secured by any nature of lien on the property.

4.06 No sign, advertisement, billboard or other advertising structure of any kind may be erected or maintained on any lot in the Sub-division without the prior approval of the Architectural Control Authority; and any such approval which is granted by the Authority may be withdrawn at any time by the Authority, in which event, the party granted such permission shall immediately remove such structures. In no event will more than one (1) sign not to exceed twenty (20) square feet in size, double-sided, be allowed on any lot. Any sign so constructed shall be first quality and shall be maintained by the owner and shall not contain revolving or flashing lights nor shall any sign be used which is removable or portable regardless of the construction. A sign may also be affixed to any building constructed on any lot in addition to the sign herein provided for.

4.07 The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees.

4.08 No lot or other portion of the Subdivision shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

4.09 Driveways and parking areas shall be entirely of concrete or asphalt (except however, some other material may be used with the prior permission of the Architectural Control Authority. Concrete shall be a minimum of 4" thick with 6" x 6" gauge reinforcing mesh constructed on compacted soils with expansion joints every 20'. Asphalt shall be a minimum of 2" thick laid over 6" compacted base and with compacted sub-base. The driveway access to Highway 105 and related culvert installation shall be to State of Texas specifications and any permit requirements by the State shall be complied with.

4.10 The owner of each lot shall be responsible for providing adequate surface drainage of storm waters from his lot and shall not interfere with the drainage of other lots or the passage of water across the lot. Where possible drainage of storm water should be directed towards Highway 105 and the related drainage ditch.

4.11 No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto.

4.12 No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot, not shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site. At no time shall the drilling, usage or operation of any water well be permitted on any lot.

4.13 Neither the Developer nor its successors or assigns, shall be liable for any loss or use of or damage done to any shrubbery, trees, flowers, improvements, bulkheads, piers (or any vessels attached thereto), fences, walls or buildings of any type or the contents thereof on any lot whatsoever in the Subdivision caused by changes in the water level of Lake Conroe.

4.14 For purposes of this instrument, the word "lot" shall not be deemed to include any portion of the following areas shown on the recorded plat; the golf course, the Common Areas, any Unrestricted or Restricted Reserve, the Reserves and any unrestricted area shown on the plat.

4.15 No building shall be located on any lot nearer to the front line or nearer to any street side line than the minimum building set-back lines shown on the aforesaid plat nor upon or within any portion of any easement. For the purpose of this covenant, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

4.16 Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines (if any) shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of lots in the same block. Any modification of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size or configuration, may be made only with the prior written approval of the Committee. Upon any such required approval having been obtained, such composite building site shall thereupon be regarded as a "lot" for all purposes hereunder, except, however, that for purposes of voting for the Committee (as provided under Paragraph 2.02 (c) above) an owner shall be entitled to one (1) vote for each whole lot within such owner's building site.

4.17 No lot shall be used for any immoral or illegal purposes including but not limited to massage parlors, photographic studios featuring nude or semi-nude models, studios for the showing of obscene or pornographic movies, films, slides or pictures, bookstores or other establishments having as a substantial portion of their stock in trade pornographic or obscene books, magazines, pictures or other materials or any activity that may be offense to the community standards of April Sound. Gambling, pinball, lotteries, games of chance and other like or similar activities are expressly prohibited.

4.18 The access and utility easement lying between Lots 4 and 5 is hereby restricted for use for access and utility service by Developer and Montgomery County Utility District No. 3, its successors and assigns, and other like and similar entities and is not for use by the lot owners in the subdivision nor for the general public. The right to install, maintain, repair or remove any utility lines or pavement over, across or through such easement is hereby reserved by Developer and assigned to Montgomery County Utility District No. 3, its successors and assigns and other like and similar entities. The Developer hereby reserves the right to dedicate such easement for use by the public at some future date and may make such dedication without the joinder of any other person.

4.19 The access easement over and across Lots 10, 11, 12 & 13 is dedicated for the use and benefit of the owners of those lots, their invitees and guests only, and is not dedicated as a general easement for access by the public. The Architectural Control Authority shall be and hereby is empowered to designate a common paving material to be used by the owners of Lots 10, 11, 12 & 13 in paving the access easement or any part thereof. Any one of the lot owners may apply to the Authority for such designation and the other owners shall be bound by such decision when made. Any one of the lot owners shall be entitled to enter upon the access easement at any point for the purpose of paving such easement and repairing, replacing and maintaining such paving so as to provide access to his lot.

V.

Maintenance Fund

5.01 Each lot (or building site) in the Subdivision shall be and is hereby made subject to an annual Maintenance Charge, except as otherwise hereinafter provided.

5.02 The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided; and each such Maintenance Charge shall (except as other hereinafter provided) be paid by the owner of each lot to Section Eleven Property Owner's Association ("P.O.A."), monthly, in advance on or before the first day of each calendar month, beginning with the first day of the second full calendar month after the date of purchase of the lot building site.

5.03 The exact amount of each maintenance charge will be determined by the P.O.A., during the month preceding the due date of said maintenance charge. All other matters relating to the assessment, collection, expenditure and administration of the Maintenance Fund shall be determined by the P.O.A., subject to the provisions hereof.

In addition to the maintenance charge herein referred to, each lot shall be subject to a monthly charge for street lighting services, beginning on the date on which street lighting is extended to the street adjoining each lot (or to the street adjoining the access easement of those lots which have no adjoining street). Such charge will be included in the monthly bill for electric services from Gulf States Utilities Company to each lot owner and shall be in addition to all other charges which such lot owner may incur for electric service. The exact amount of the street lighting charge will be determined by Gulf States Utilities Company.

In the event that the P.O.A. and a Municipal Utility District should so contract for the benefit of the said Utility District, in addition to the maintenance charge herein referred to, each lot shall also be subject to a monthly utility charge of Five and no/100 Dollars (\$5.00) and payable to the said Municipal Utility District commencing on the first day of the first calendar month following the month in which a water line and a sanitary sewer line are extended by such Municipal Utility District to a property line of the subject lot and terminating upon the completion of the construction of a building on such lot and the connection of such building to such water line and sanitary sewer line. The P.O.A., at its election, may require the payment of such utility charge annually in advance, subject to a prorata rebate in the event that a residence is completed during such year. Payment of the aforesaid street lighting charge and the aforesaid utility charge are and shall be secured by the same lien which secures the maintenance charge. The P.O.A. shall have the right, at its option, to contract with Gulf States Utilities Company or the said Utility District or both to collect the maintenance charges, street lighting charges and/or utility charges herein imposed and in connection therewith may assign the lien securing payment thereof to either or both of said entities for the period of said contract.

5.04 The maintenance charges collected shall be paid into the Maintenance Fund to be held and used for the benefit, directly or indirectly, of the Subdivision; and such Maintenance Fund may be expended by the P.O.A. for any purposes which, in the judgment of the P.O.A. will tend to maintain the property values in the Subdivision, including, but not by way of limitation: providing for the enforcement of the provisions of this instrument, including the aforesaid Reservations, Restrictions and Covenants, reasonable compensation and reimbursement to the members of the Committee with respect to services performed by such Committee members incident to their duties hereunder; and generally for doing any other thing necessary or desirable in the opinion of the P.O.A. with respect thereto shall be final, so long as made in good faith.

5.05 In order to secure the payment of the Maintenance Charge hereby levied, a vendor's lien shall be and is hereby reserved in the Deed from the Developer to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the P.O.A. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company or savings and loan association ("Institutional Lender") which hereafter lends money for the purchase of any property in the Subdivision, and/or for construction (including improvements) and/or permanent financing of improvements on any such property.

5.06 These provisions as to the Maintenance Charge and Maintenance Fund shall continue in effect unless changed in the manner and at the time or times hereinabove provided for effecting changes in the restrictive covenants hereinabove set forth.

5.07 Without limiting the right of the Trustees of the Maintenance Fund to determine and assess the exact amount of the Maintenance Charge, it is contemplated that the initial Maintenance Charge shall be Ten and no/100 Dollars (\$10.00) per month.

5.08 The owners of the lots in the Subdivision (excluding the Developer who shall have no part in this election) shall prior to December 31, 1979, elect three persons, who need not be property owners but who may not be affiliated with the Developer or an officer or employee thereof to be Trustees of the Section Eleven P.O.A. The election shall be held in accordance with the provisions of 2.02 above for election of the Architectural Control Committee. The first Trustees shall serve until December 31, 1981, or their successors are elected and qualified whichever is later. Prior to December 31, 1981, the then serving Trustees shall provide for an election of new Trustees to begin serving on January 1, 1982. In the event of the death, resignation, inability or refusal of one or more Trustees to perform his duties, then the remaining Trustees shall select a successor to assume his duties until the next election.

VI.

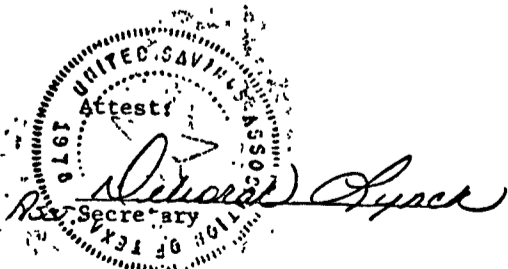
Binding Effect

6.01 All of the provisions hereof shall be covenants running with the land thereby affected. The provisions here shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

UNITED SAVINGS ASSOCIATION OF TEXAS

By Edward A. Lasater

Edward A. Lasater, Senior Vice President



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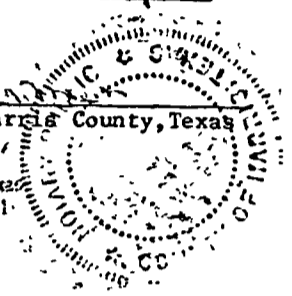
THE STATE OF TEXAS I
 I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Edward A. Lasater, Vice President of UNITED SAVINGS ASSOCIATION OF TEXAS, a corporation, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of Sept 1979.

Deborah S. Dearman
Notary Public in and for Harris County, Texas

DEBORAH S. DEARMAN
Notary Public in and for Harris County, Texas
My Commission Expires January 17, 1981



FILED FOR RECORD
1979 SEP 13 AM 8:37
ROY W. WICKS, CLERK
COUNTY CLERK'S OFFICE, HARRIS COUNTY, TEXAS
BY *Bobbi Weeks* DEPUTY