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BRAEBURN VALLEY WEST
SECTION ONE
RESTRICTIONS

STATE OF TEXAS :
COUNTY OF HARRIS :

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KNOW ALL MEN BY THESE PRESENTS:

That CHAPLINE, LTD. (hereinafter sometimes referred to as "Declarant"), a limited partnership organized and existing under the laws of the State of Texas, acting herein by and through its General Partner, WILLIAM L. CHAPLINE, being the owner of a tract of land in Harris County, Texas, out of the H.T. & B.R.R. Co. Survey, Abstracts 297 and 1184, a portion of which has been platted and subdivided into a subdivision known as Braeburn Valley West, Section One, as shown by plat filed of record in the office of the County Clerk of Harris County, Texas, on the 8th of November, 1968, in Volume 157, Page 1, of the Map Records Harris County, Texas, to which plat and the record thereof reference is here made for all purposes, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the lots in said Braeburn Valley West, Section One, for the benefit of the present and future owners of said lots, does hereby adopt and establish the following reservations, restrictions, covenants, easements and dedications, each and all to apply uniformly, except as herein set forth, to the occupancy and conveyance of all lots

in Braeburn Valley West, Section One, and each contract or deed or other conveyance which may be hereafter executed with regard to any of the lots in said Braeburn Valley West, Section One, shall be conclusively held to have been executed, delivered and accepted upon the following reservations, covenants, easements and dedications, regardless of whether or not said reservations, restrictions, covenants, easements and dedications are set out in full or by reference or omitted in said contract or deed.

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1. The term, "Lot" or "Lots," as used herein shall be deemed a reference to the residential building Lots as shown on the plat for Braeburn Valley West, Section One, and shall not be deemed to include or be a reference to areas shown on such plat as "Reserve," and all such areas are expressly excluded from the operation or effect of these restrictions and none of the restrictions, covenants, maintenance charges or other matters herein set out shall be applicable thereto, notwithstanding prior or subsequent reference herein to the property covered hereby being or constituting all of Braeburn Valley West, Section One, and notwithstanding that such "Reserve" tracts are within the boundaries of Braeburn Valley West, Section One.

2. All Lots in Braeburn Valley West, Section One, excepting Lots 1 through 7, Block 12; Lots 1 through 8, Block 11; Lots 1 through 30, Block 13; Lots 1 through 10, Block 28; and Lots 1 through 4, Block 19, shall be used for single family residential dwellings, which residence shall not exceed two (2) stories in height, together with a private garage which shall not exceed the height of the residence in stories and overall height, and which may contain living quarters for bona fide servants to said single family dwelling residence only. The foregoing excepted Lots may be improved with townhouses or duplexes upon application to and approval by the Architectural Control Committee, whose decision thereon shall be final. CHAPLINE, LTD., shall have the right, but shall not be obligated, to designate Lot Four (4), Block 19, on which may be erected and constructed a swimming pool or other recreational facilities for use of the residents of Braeburn Valley West, which Lots when so selected shall, during the period of their use for such purposes, be excluded from the operation and effect of the restrictions, covenants, maintenance charges and other matters herein set out.

3. No building or improvements shall be erected, placed or maintained on any Lot in Section One, Braeburn Valley West, until the building plans, specifications and plot plan shall have been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall consist of a committee of not less than two persons to be appointed by the developer, CHAPLINE, LTD., or its successors. The Architectural Control Committee shall have the right to designate one of its members to act for and on behalf of the Committee.

In the event of the death or resignation of any member of such Committee, the remaining member or members of such Committee shall have the right to select a successor to fill any such vacancy.

In the event the Architectural Control Committee, or its designated representative, shall fail to give notice of disapproval of any plans, specifications or plot plans submitted to it within thirty (30) days after date of submission, such failure to give notice of disapproval shall be deemed to constitute approval of such matters by the Committee, and no further action or evidence of approval will be required as to the plans, specifications or plot plans so submitted.

The members of the Architectural Control Committee shall not be entitled to receive any compensation for the performance of their duties as members of such committee. The power and duties of the Architectural Control Committee shall cease on December 31, 1975, and from and after such date approval of plans, specifications and plot plans shall not be required.

4. Any residence constructed on any Lot in Braeburn Valley West, Section One, shall contain not less than 1,600 square feet of living area exclusive of porches, breezeways and patios. In the case of a one and one-half story dwelling, the ground floor must have a minimum of 1,200 square feet, and in the case of a two-story dwelling the ground floor must have a minimum of 1,000 square

feet, and in both cases the entire floor area exclusive of garages, porches, and servants' quarters must have a minimum of 1,600 square feet. The foregoing shall not apply to townhouses or duplexes.

5. No building shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum building setback lines as shown on plat for Braeburn Valley West, Section One. No building shall be located nearer than five feet to the interior line of any adjoining Lot except that a garage or other permitted accessory building located more than seventy feet from the front Lot line may be located within three feet of any interior Lot line. For purposes hereof, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any encroachment upon any other Lot.

6. Each residence shall face or front the dedicated street on which such Lot fronts.

7. CHAPLINE, LTD., reserves the right to modify the restrictions regarding front or side setback requirements where it deems such modification to be in the best interests of the subdivision as a whole, but all such modifications must be evidenced by instrument in writing and filed of record.

8. Only one single family dwelling shall be allowed on each Lot and no such dwelling shall be allowed on any site consisting of less than an entire Lot as platted. This shall not prohibit the construction of a single family dwelling on more than one Lot but less than two adjacent Lots and the interior line provisions of paragraph 5 above shall not be applicable, provided that the express written consent of the Architectural Control Committee is obtained in advance.

9. Drainage structures where required under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of 18-inch diameter pipe culvert.

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14. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

15. No fence, wall, hedge, tree, shrub or planting of any kind which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or side line of such Lot. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such lines, and provided further that no fence, wall, hedge, tree, shrub, or planting of any kind shall be allowed to or shall extend past the interior boundary of the rear utility easement abutting any Lot and if any Lot shall have no rear utility easement, then, and in that event, this restriction shall be deemed to apply to the boundary of

any drainage easement or drainage course shown upon the plat.

16. No animals, livestock or poultry of any kind shall ever be raised, kept or bred on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

17. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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18. No oil or gas drilling or development operations, oil or gas refining, or quarrying or mining operations of any kind shall be carried on upon or in any Lot, nor shall any owner or any other person create or operate oil wells, tanks, tunnels, mineral excavations or shafts upon or in any Lot.

19. No vacant Lot or part of any property shall be used or maintained as a dumping grounds for rubbish. Trash, garbage or other waste materials shall be kept only in sanitary containers.

20. No spiritous, venous or malt liquor or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any Lot, nor shall any Lot be used for illegal or immoral purposes.

21. No radio or television aerials or antennas shall be erected or maintained on any Lot forward of the front building line or encroaching upon another Lot.

22. No permanent clothes line which may be viewed from a street shall ever be installed or maintained on any Lot.

23. A concrete sidewalk four (4) feet wide shall be constructed within the street easement and not more than two (2) feet from the front Lot line, and also, in the case of corner Lots, not more than two (2) feet from the side Lot line by each Lot owner. The sidewalks are to be aligned with the sidewalk on contiguous Lots, shall run the length of such Lot (and depth in the case of corner Lots) and the plans for each residential building on each of said Lots shall include plans and specifications for such sidewalks and same must be constructed and completed before the main residence is occupied.

24. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of Braeburn Valley West, Section One without the written approval of the Architectural Control Committee.

25. Each kitchen in each dwelling or living quarters with kitchen facilities situated on any Lot shall be equipped with a garbage disposal unit which shall at all times be kept in a serviceable condition.

26. No Lot shall be resubdivided except as hereinafter provided, nor shall any building be erected or placed on any Lot having an area of less than 6,500 square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any Lot or Lots within said subdivision if such resubdivision increases the minimum Lot area aforesaid of all remaining building plots affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

Adjacent Lots may be resubdivided until December 31, 1975, by the owners thereof and any mortgagees with the express written consent of the Architectural Control Committee, provided that any such Lots as resubdivided may contain less than their original area but in no event shall contain less than the minimum area of 6,500 square feet.

27. Easements for the installation and maintenance of ~~utilities, drainage facilities, road, streets and pipe line ease-~~

~~ments heretofore granted are reserved as shown on the recorded plat. No utility company, pipeline company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.~~

28. No automobile repairing or overhauling shall be carried on on any Lot in such a manner as to detract from the appearance of the neighborhood nor shall inoperative cars or vehicles of any kind be kept or stored on any Lot so as to be visible from the street or in any street or alleyway. Commercial vehicles or busses shall not be parked in any drive, street or alleyway.

29. The Braeburn Valley West Civic Association, a Texas non-profit corporation, has been organized with its initial registered office at 2421 Bank of the Southwest Building, Houston, Texas 77002. As used hereafter "Civic Association" shall mean the Braeburn Valley West Civic Association, its successors and assigns, and where appropriate the Board of Directors thereof. The Civic Association shall act according to the provisions of applicable laws, its articles of incorporation and its by-laws, as heretofore or hereafter amended, respectively. The Board of Directors of the Civic Association may, however, designate one or more committees which may, to the extent lawfully authorized, exercise all or any part of the authority of the Civic Association and perform any function which the Board of Directors of the Civic Association may perform. The approval or disapproval of the Civic Association as required or provided herein shall be given in writing.

30. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, and upon which permanent improvements have been constructed, including contract sellers, shall be a member of the Association, provided that no person or company to which any Lot is conveyed for the purpose of constructing residential improvements thereon shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association, provided that membership and voting rights for any Lots conveyed to a builder shall be retained

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by and shall remain in CHAPLINE, LTD., until such Lot is sold by such builder and conveyed to the Purchaser thereof. Ownership of such Lot shall be the sole qualification for membership.

31. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined above with the exception of CHAPLINE, LTD., and Builders. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by the above Article. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be CHAPLINE, LTD. The Class B member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership, provided that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

32. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Association to limit the number of guests of members;

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of acquiring or improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(d) The right of the Association to suspend the voting rights and the right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 90 days for any infraction of its published rules and regulations;

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less

than 30 days nor more than 60 days in advance; and

(f) The right to have a swimming pool, if any, or any other common areas or recreational facilities operated by a non-profit corporation other than the Association.

33. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

34. The Declarant hereby covenants for itself, its successors or assigns, that it will convey fee simple title to one Lot situated in Braeburn Valley West, Section 1, Harris County, Texas, to the Association free and clear of all encumbrances and liens, subject to a right of reverter in Declarant, its successors or assigns, which Lot, when so conveyed, shall constitute the Common Area to be provided by Declarant, which Lot, together with any other property that may be acquired by purchase or gift shall be included in the Common Area as used in these restrictions.

35. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing Vendor's Lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal

obligation of the person who was the Owner of such property at the time when the assessment fell due.

36. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, and in particular for the improvement, maintenance, operation, and leasing of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties, within Braeburn Valley West, Section 1, or future sections of Braeburn Valley West, provided, however, that each future section of Braeburn Valley West to be entitled to the benefit of this maintenance assessment must first be impressed and subjected to the annual assessment on a uniform per lot basis equivalent to the assessment provided for herein and further made subject to the jurisdiction of the Association.

37. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be five dollars (\$5.00) per Lot per month, i.e., sixty dollars (\$60.00) per Lot per year.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

38. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be paid as determined by the Board of Directors.

39. At any meeting called for the purposes of Section 37(b) above, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

40. The annual assessments provided for herein shall commence upon conveyance of the Common Area to Braeburn Valley West Civic Association and shall so commence and apply to each Lot respectively when permanent residential improvements have been constructed thereon and occupied.

41. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added 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.

42. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages.

43. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) All properties dedicated to and accepted by a local public authority, (b) the Common Area; (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas; and (d) all property reserved for commercial use, as shown on a map recorded in Vol. 157, Page 1, of the Map Records in the Office of the County Clerk of Harris County, Texas. No land or improvements devoted to a single family dwelling use shall be exempt from said assessments.

44. All members of the Braeburn Valley West Civic Association shall have the right to inspect the books of the Association at all reasonable times.

45. The foregoing restrictions are adopted as part of and shall apply to each and every Lot in Braeburn Valley West, Section 1. Such restrictions are equally for the benefit of CHAPLINE, LTD., its successors and assigns, and for the benefit of all subsequent Owners of Lots in Braeburn Valley

~~single West, Section 1, and, accordingly, shall be covenants running~~

~~with the lands. Any Owner or lienholder of any of the property~~

or the Civic Association shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the restrictions and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however, that this clause shall not restrict any governmental agency from acting to enforce any of the restrictions.

46. The term of the restrictions shall be for a period of forty (40) years from the date of the filing of this instrument for record in Harris County, Texas, after which date such restrictions shall be automatically extended for successive periods of

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ten (10) years each, unless and until, by instruments executed by the then record owners of a majority of the Lots in said Braeburn Valley West, Section One, and duly recorded in the Deed Records of Harris County, Texas, such restrictions are altered, rescinded, modified or changed, in whole or in part.

47. Any violation of any of the restrictions shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against the Lot at the time of the violation.

48. As long as there is a Class B membership, amendment of these Restrictions shall require approval of the Federal Housing Administration or the Veterans Administration.

49. The exterior finish of the main residence erected on any Lot in Braeburn Valley West, Section One, shall be not less than fifty-one percent (51%) brick. This fifty-one percent (51%) requirement shall refer to the total outside wall square footage less the square footage contained in windows and doors therein. This fifty-one percent (51%) shall apply to all one-story residences and to the first floor of residences with more than one story, but shall not apply to floors above the first floor.

50. ~~An underground electric distribution system may be~~
installed in portions of Braeburn Valley West, Section 1; however, Lots 1 through 12 inclusive, Block 1; Lots 7 through 15 inclusive, Block 3; and Lots 1 through 6, Block 4; shall not be served by underground electric distribution but shall be served from overhead distribution lines. Other Lots may at the option of CHAPLINE, LTD., be served by overhead distribution lines, and CHAPLINE, LTD., is not obligated to furnish underground electric distribution to any Lot in Braeburn Valley West, Section 1, Harris County, Texas. The Owner of each Lot which may be served

by an underground electric distribution system shall, at his own cost and expense, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities, if any, and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. In addition, the owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's Lot. For so long as underground service is maintained, the electric service to each Lot served by underground electric distribution shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating

~~current~~
~~OF~~ ~~RECORDS~~

We, the named undersigned, owners or lienholders respectively, do hereby join in the execution hereof for all purposes and do adopt, ratify and confirm the above and foregoing Restrictions as being in full force and effect and consent that these Restrictions shall apply to all Lots of Braeburn Valley West, Section 1, except as excluded above.

Executed March 10, 1969.

OWNERS

CHAPLINE, LTD.

By

W. L. Chaplin

MONARCH HOMES, INC.

By

W. H. Palmer Jr.
Vice-President

STALLION BUILDING & LUMBER COMPANY

By

James C. Wagner
President

CATALINA HOMES, INC.

By

John R. R...
President

ATTEST:

James M. Rutherford
Secretary

ATTEST:

Betty Friedman
Secretary

LORETTA EVELYN GASKAMP

Harris B. Lieberman
HARRIS B. LIEBERMAN

Roy B. Walton
ROY B. WALTON

Louis Henry Gaskamp
LOUIS HENRY GASKAMP


Joanne Badeaux
JOANNE BADEAUX, a feme sole

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LIENHOLDERS

AMERICAN GENERAL INVESTMENT CORP.

ATTEST:

W.D. Murphy
 Secretary

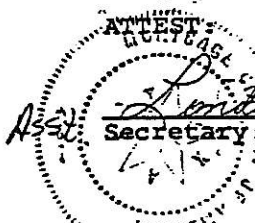
By BT Lenson
 President

FANNIN BANK

ATTEST:

Arnell H. Little
 Secretary Assistant Cashier


By Glenn Farris
 Vice President

MORTGAGE COMPANY OF AMERICA

ATTEST:

Linda Brown
 Assistant Secretary

By Ad Roberts
 Vice President

SURETY SAVINGS ASSOCIATION

ATTEST:

[Signature]
 Secretary

By Patricia B. [Signature]
 President

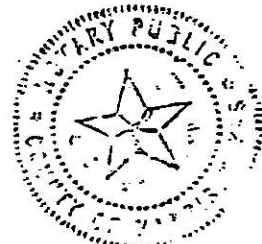
THE STATE OF TEXAS

Harris County, Texas

COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared U.L. CHAPLINE, General Partner of CHAPLINE, LTD., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CHAPLINE, LTD., a Limited Partnership, and that he executed the same as the act of CHAPLINE, LTD., for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of MARCH A.D. 1969.



Kenneth W. Lindsey
 Notary Public in and for
 Harris County, Texas

-19- KENNETH W. LINDSEY
 Notary Public in and for Harris County, Texas
 My Commission Expires June 1, 1969

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THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. J. Pollock Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MONARCH HOMES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March A.D. 1969.

Betty Morrison
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared DAN C. WAGGNER, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said STALLION BUILDING & LUMBER COMPANY, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of MARCH A.D. 1969.

Kenneth W. Lindsey
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS :
COUNTY OF HARRIS :

KENNETH W. LINDSEY
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jack R. Bryan, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CATALINA HOMES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

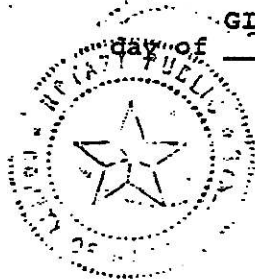
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of March A.D. 1969.



Jack R. Bryan
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LORETTA EVELYN GASKAMP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of March A.D. 1969.

Kenneth W. Lindsey
Notary Public in and for
Harris County, Texas

KENNETH W. LINDSEY
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HARRIS B. LIEBERMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of March A.D. 1969.

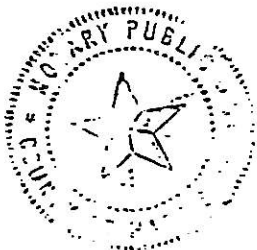
Kenneth W. Lindsey
Notary Public in and for
Harris County, Texas

KENNETH W. LINDSEY
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ~~RAY~~ Ray B. WALTON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of March A.D. 1969.

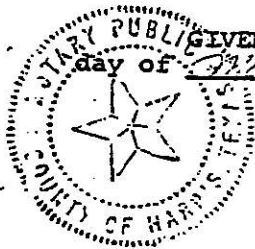


Kenneth W. Lindsey
Notary Public in and for
Harris County, Texas

KENNETH W. LINDSEY
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

THE STATE OF TEXAS :
:
COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LOUIS HENRY GASKAMP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of March A.D. 1969.

Kenneth W. Lindsey
Notary Public in and for
Harris County, T e x a s

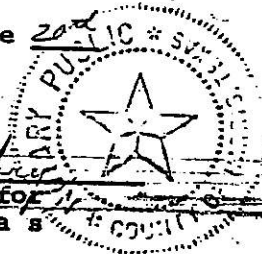
KENNETH W. LINDSEY

Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

THE STATE OF TEXAS :
:
COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared L.O. Benson Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said AMERICAN GENERAL INVESTMENT CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of MARCH A.D. 1969:



Benny Corbin
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS :
:
COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Glenn Harris Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FANNIN BANK, and that he executed the same as the act of such Bank for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of March A.D. 1969.



Fay M. Hooker
Notary Public in and for
Harris County, T e x a s

DEED RECORDS
VOL 7554 FILE 006

103-32-0821

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A D Abbott, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MORTGAGE COMPANY OF AMERICA, and that he executed the same as the act of such company for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of March A.D. 1969.

Natalie J. Burt
Notary Public in and for
Harris County, Texas



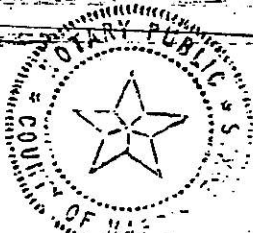
THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ATRIEC R. Lewis, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SURETY SAVINGS ASSOCIATION, and that he executed the same as the act of such association for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of March A.D. 1969.

Kenneth W. Lindsey
Notary Public in and for
Harris County, Texas
KENNETH W. LINDSEY

Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969



THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOANNE BA-DEAUX, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of March A.D. 1969.

Kenneth W. Lindsey
Notary Public in and for
Harris County, Texas

KENNETH W. LINDSEY
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

