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RESTRICTIONS AND COVENANTS GOVERNING PROPERTY AND LOTS IN LAKEWOOD FOREST PATIO HOMES, SECTION ONE AND SECTION TWO, AN ADDITION IN HARRIS COUNTY, TEXAS

THE STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT, WHEREAS, Mac-Carey Properties, Inc., a Texas Corporation acting through its duly authorized officers, hereafter sometimes called Declarant. for the purpose of creating and carrying out a uniform plan for the improvements and sale of lots in Lakewood Forest Patio Homes, Section One, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 304, Page 26 of the Map Records of Harris County, Texas, and Lakewood Forest Patio Homes, Section Two, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 308, Page 68 of the Map Records of Harris County, Texas; and Mac-Carey Properties, Inc., is the owner of all the lots in the said subdivisions and Mac-Carey Properties desires to restrict the use and development of said property located Lakewood Forest Patio Homes, Section One and Section Two, except Lot 25, Block 1, Lakewood Forest Patio Homes, Section Two, in order to insure that it will be a high-class restricted residential district:

NOW, THEREFORE, Mac-Carey Properties, Inc., acting through its duly authorized officers, does hereby impose the following restrictions upon the said property included within Lakewood Forest Patio Homes, Section One and Section Two, except Lot 25, Block 1, Lakewood Forest Patio Homes, Section Two, which restrictions shall constitute covenants running with the land and with each and every property owner purchasing or owning lots in Lakewood Forest Patio Homes, Section One and Section Two, for their benefit and for the benefit of Mac-Carey Properties, Inc. and said restrictions shall constitute covenants running with the land and any beneficiary hereunder shall have the right to enforce such restrictions using whatever legal method deemed advisable.

COVENANTS APPLYING TO RESIDENTIAL LOTS

Land Use and Building Type:

No lot in Lakewood Forest Patio Homes, Section One and Section Two, shall be used for any purpose except for single family residential purposes. The term "residential purposes", as used herein, excludes hospitals, clinics, duplex houses, apartment houses, boarding houses, churches, hotels and commercial and professional uses, whether from homes, residences or otherwise, and all such uses of the lots are expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not less than two nor more than four cars and permitted accessory structures. No tree houses, play areas, forts, sheds or animal pens shall be built on any lot unless solid screening is provided to prevent the view of such structure from the adjoining lots. This restriction shall not prevent the inclusion of servants domiciled with a tenant or owner; nor the temporary use of a garage, office or residence used as a sales or construction office until December 31, 1985. Such use as construction or sales office must have approval of the Architectural Control Committee. All alphabetized lettered reserves are excluded from these restrictions and shall remain totally unrestricted.

2. Architectural Control:

No building or other improvements shall be erected, placed or altered on any lot until the construction plans and a plan showing the location of the structure or improvements have been approved by the Architectural Control

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Th quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is compsed of three members whose names are R. W. Carey, James D. Heil and Judd Cribbs. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required herein, shall be in writing. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in their judgments, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions. Mac-Carey Properties, Inc. retains the right to assign the duties, powers and responsibilities of the Architectural Control Committee to Lakewood Forest Fund, Inc. when all of the lots are built on and occupied.

3. Dwelling Size and Construction:

The livable area of each main residential structure, exclusive of open or screened porches, stoops, open terraces, garages, or detached servant quarters, shall not be less than 1,800 square feet, and the exterior of the house must be at least 51% brick or other approved masonry.

4. Building Locations:

No building or other improvements shall be located on any lot nearer to the front lot line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. Subject to the provisions of this Section hereinafter contained, no building shall be located nearer than five (5) feet to an interior lot line, except that a garage or other permitted accessory building located sixty (60) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior lot line. No garage door located less than twenty-five (25) feet behind the front wall of the main residential structure shall open at less than a ninety (90 Deg.) degree angle to the front property line expressly approved by the Architectural Control Committee. For the purposes of this covenant or restriction, eaves, 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.

Dwellings constructed in Lakewood Forest Patio Homes, Section One and Section Two, may have one outside wall abutting the property line designated as the "zero setback line" for that Lot by the Architectural Control Committee, except in the case of corner lots or unless a different layout is authorized in writing by the Architectural Control Committee. Corner lots may have a "zero setback line" opposite the side street. To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a Lot shall not be less than five (5) feet from the dwelling or appurtenant structure on any contiguous Lot(s). Overhang of the walls and roofs of such buildings or structures shall be permitted beyond the zero setback lines and property lines so long as such overhang does not extend out more than eighteen (18) inches from the slab or foundation and roofs on the zero setback line shall be constructed in such a manner as not to drain onto the adjacent Lot. No windows, doors or other openings may be placed in the wall built on or parallel to the zero setback line unless the wall is a minimum of three (3) feet from the zero setback line except that walls on the zero setback line may have openings if such wall faces onto a reserve or easement. Where a Lot has frontage on both a public street and a private street, the main entrance to the dwelling constructed thereon shall face, and the driveway thereon shall provide access from, the private street regardless of the amount of frontage on the public street, unless the Architectural Control Committee authorizes a different layout in writing.

The side wall of the dwelling or appurtenant structure built on the zero set-back line shall be constructed using permanent low-maintenance material con-

sisting of masonry with brick-face exterior or similar material as approved by the Architectural Control Committee. The Owner of any adjacent Lot shall not attach anything to a side wall or fence located upon the zero setback line; nor shall the owner of any adjacent Lot alter in any manner, i.e., structure, color, material or otherwise, a side wall or fence located upon the zero setback line without the (1) written approval of the Architectural Control Committee and (2) written consent of the adjoining Lot Owners.

Brick walls or entrances, when built by Mac-Carey Properties, Inc. shall become the property of the Lakewood Forest Fund, Inc. and an easement to maintain said brick wall is hereby retained for the purpose of maintenance. Said wall shall not be altered, replaced or repaired without approval of the Architectural Control Committee.

It is agreed and understood that the title conveyed to any lot or parcel of land in said subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the brick wall above described.

5. Lot Area and Width:

Lots may be re-subdivided into building sites comprised of a part of one or more lots as plotted, <u>PROVIDED</u> that no dwelling shall be erected or placed upon any building site containing less than sixty five hundred (6500) square feet in area or having a width of less than sixty eight (68) feet at the front building setback line shown on the recorded plat of said subdivision.

6. Nuisances:

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. Temporary Structures and Vehicles:

No structure of a temporary character, trailer, basement, tent, shack, garage (except for living quarters contained therein for bona fide servants), barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. No motor homes, boats, trucks, boat rigging, campers, house trailers or other trailers or vehicles of any kind shall ever be parked on any street or driveway, except for temporary parking incident to the contemporaneous use of such vehicle, nor shall same be left parked on any lot unless parked inside the garage or unless otherwise obscured from general view by some type of screening or fencing approved by the Architectural Control Committee.

No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

8. Signs:

Except for signs, billboards or other advertising devices displayed by Declarant for so long as Declarant or any successors or assigns of Declarant to whom the rights of Declarant under this Section 8 are expressly transferred, shall own any portion of the Properties, no sign of any kind shall be displayed to the public view on any Lot or the Common Properties, except:

- (a) Builders may display one (1) sign of not more than five (5) square feet on a Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period; and
- (b) Any Owner may display one (1) sign of not more than five (5) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent.

Declarant or its agent shall have the right to remove any sign not complying with the provisions of this Section, and in so doing, shall not be liable and is expressly relieved of any liability for trespass or other tort in connection therewith, or arising from such removal.

9. Oil and Mining Operations:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. Nothing herein shall prevent directional drilling from property outside Lakewood Forest Patio Homes, Section One and Section Two.

10. Livestock and Poultry:

No animals, livestock, snakes, or poultry of any kind shall be raised, bred or kept on any lot except that not more than two (2) dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

11. Garbage and Refuse Disposal:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.

12. Land Near Parks and Water Courses:

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

13. Sewage Disposal and Water Supply:

No water well, cesspool or other individual sewage system shall be constructed or used on any lot, but each lot owner must use the water and sewer services provided until such time as those services are furnished by State, County, Municipal or other governmental authorities.

14. Cutting Weeds and Drainage:

Grass, vegetations and weeds on each lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete pipe and a minimum of 18 inches in diameter, unless the depth of the ditch shall require a larger size for proper drainage.

15. Lot Maintenance:

The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. 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, Lakewood Forest Fund, Inc. or its assigns, may without liability

to Owner or occupant, but without being under any duty to so do, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove and cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof.

16. Visual Screening on Lots:

The drying of clothes in public view is prohibited, and the Owner or occupants of any Lots at the intersection of streets or adjacent to parks, playground or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from public view of neighboring Lots, streets or other property.

17. Terms:

These covenants of restrictions are to run with the land and shall be binding on all owners of lots in Lakewood Forest Patio Homes, Section One and Section Two, and all persons claiming under them until January 1, 1991, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots is filed for record in Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

18. Maintenance Fund: SEE NEW AMENDMENT filed 12/21/82

Each lot shall be subject to a maximum monthly maintenance charge of not more than Thirty Dollars (\$30.00) per lot for the purpose of creating a fund to be known as Lakewood Forest Fund, Inc., and which maintenance fund charge shall be paid by the owner of each lot in conjunction with like charges to be paid by all other lot owners. Such maintenance charge may be adjusted by Lakewood Forest Fund, Inc. from year to year as the needs of the property may, in its judgment, require, but in no event shall such maintenance fund exceed Three Hundred Sixty Dollars (\$360.00) per lot per year. Lakewood Forest Fund, Inc. may adjust said maintenance charge for the next succeeding year as the needs of the property may, in its judgment, require, but in no event shall such maintenance fund exceed Three Hundred Sixty Dollars (\$360.00) per lot per year. This maintenance charge shall be secured by a vendor's lien on each lot as and when sold by Mac-Carey Properties, Inc., and, after initial proration such maintenance charge shall be paid annually on the lat day of January of each year in advance. All past due maintenance charges shall bear interest from their date at One and One-Half Percent (1-1/2%) per month until parid. Appropriate recitations with respect to such maintenance fund and the reservation of the vendor's lien shall be included in each contract of sale and/or deed executed and delivered by Mac-Carey Properties, Inc., with respect to each lot. The maintenance fund shall be applied, insofar as it may be sufficient, toward the payment for maintenance of streets or installation of paths, parks, parkways, esplanades, street lighting, fogging, employing policemen and workmen, and any other things necessary or desirable in the opinion of Lakewood Forest Fund, Inc. to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of Lakewood Forest Fund, Inc. in the expenditure of said fund shall be final so long as said judgment is exercised in good faith. The maintenance charge shall remain effective until January 1, 1988, and shall automatically be extended ther ϕ after for successive periods of five years; provided however, that the owners of the majority of the lots of all sections of Lakewood Forest Patio Homes may revoke such maintenance charge on either January 1, 1988, or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such

AMENDMENT TO SECTION 16 OF LAKEWOOD FOREST DEED RESTRICTIONS

16. Maintenance Fund

Each lot shall be subject to an annual maintenance charge for the purpose of creating a fund to be known as Lakewood Forest Fund, Inc., and which maintenance fund charge shall be paid by the owner of each lot in conjunction with like charges to be paid by all other lot owners except as noted below. Such maintenance charge may be adjusted by Lakewood Forest Fund, Inc. from year to year as the needs of the property may, in its judgment, require, but in no event shall such maintenance charge increase by more than 10% over the maintenance charge of the previous year. The maintenance charge is hereby fixed at \$280.00 per year beginning January 1, 1983 for user or 66 percent of that figure for a builder. This maintenance charge shall become applicable to each lot after said lot is sold by Mac-Carey Properties, Inc., to a builder or user and shall be secured by a vendor's lien on each lot as and when sold by Mac-Carey Properties, Inc. Should the owner of a lot change during the calendar year, the maintenance charge will be prorated accordingly. If it becomes necessary to turn the collection of the maintenance charge over to an attorney, then in that event the lot owner will be liable for reasonable attorney's fees incurred. (Such maintenance charge shall be paid annually on the first day of January of each year in advance. All past due maintenance charges shall bear interest from their due date at 13% per month until paid. 70 Appropriate recitations with respect to the maintenance fund and the reservation of the vendor's lien shall be included in each contract of sale and/or deed executed and delivered by Mac-Carey Properties, Inc., with respect to each lot. The maintenance fund shall be applied, insofar as it may be sufficient, toward the payment for maintenance of explanades, paths, parks, parkways, and vacant lots, cleaning of streets, lighting, fogging, employing policemen and workmen, and collection of refuse, as well as for the operation of the Fund and incurred legal expenses, it being understood that the judgment of Lakewood Forest Fund, Inc., in

the expenditure said fund shall be final so long as said judgment is exercised in good faith. During or before October, of each year, the Lakewood Forest Fund, Inc., shall hold a meeting for the lot owners for the purpose of reviewing the proposed expenditures (budget) for the next year and seeking guidance and input from the lot owners. The maintenance charge shall remain effective until January 1, 1984, and shall automatically be extended thereafter for successive periods of one year. The provisions of this section of the deed restrictions pertaining to the maintenance charge and the disposition of the funds collected may be changed by the owners of a majority of lots in all sections of Lakewood Forest even if a majority of the lot owners within this section do not approve the changes. The changes to these provisions become effective on either January 1, 1984 or at the end of any successive one (1) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk of Harris County, Texas at any time prior to January 1, of the year the charges are to become effective.

purpose and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to January 1, 1988, or at any time prior to the expiration of any successive five (5) year period thereafter.

19. Rights and Mortgages:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

20. Enforcement:

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assigns, and equally for the benefit of any subsequent owner of a lot or lots in Lakewood Forest Patio Homes, Section One and Section Two, and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties and/or Lakewood Forest Fund, Inc.

21. Severability:

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

EASEMENTS

There are dedicated and reserved permanent and unobstructed easements as shown on the recorded plat of Lakewood Forest Patio Homes, Section One and Section Two, across certain designated portions of various of the lots therein upon, under and through which to construct and maintain water, telephone and electric light services and other public utilities, which said easements shall be a burden and charge against such lot in Lakewood Forest Patio Homes, Section One and Section Two, by whomsoever owned, and there is also dedicated and reserved an unobstructed aerial easement for utilities 5 feet wide and from a plane 20 feet above the ground upward located adjacent to all easements shown on the above mentioned recorded plat.

Further, as to Lots and the Common Area adjoining Lots with improvements situated on the zero setback line shall be subject to a three (3) foot access easement for the construction, repair and maintenance of improvements located upon any adjacent Lot where said improvements are located on the "zero setback line" of the adjacent Lot. The zero setback line owner must replace any fencing, landscaping or other items on the adjoining Lot that he may disturb during such construction, repair or maintenance. Additionally, this easement, when used, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. The zero setback line owner must notify the Owner of the adjacent Lot of his intent to do any construction or maintenance upon the zero setback line wall at least twenty-four (24) hours before any work is started, with the hours that such access easement may be utilized being restricted to between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays.

RESERVATIONS

The following reservations and easements shall be considered a part of and be construed as being adopted in each and every contract, deed or other conveyance executed or to be executed in the conveyance of the various lots in Lakewood Forest Patio Homes, Section One and Section Two.

Mac-Carey Properties, Inc., his successors and assigns, shall have the right to construct, erect and maintain over, along, upon and under the several streets, drives, lanes, roads, easements and reserve areas, as shown on the above mentioned subdivision plat of Lakewood Forest Patio Homes, Section One and Section Two, wires, poles for the purpose of constructing and maintaining a system of television cable, electric lights, power, telegraph and telephone lines and connections; and to construct, lay and maintain along, in and under any and all of said streets, lanes, drives, roads, easements and reserve areas all pipe, conduits, valves and other necessary and property equipment for the construction of systems of drainage, sewage and water supply (retaining also the right to grant or deny to areas' beyond said subdivision connection privileges on said drainage, sewage or water systems), gas, light and power, telegraph and telephone service and other utilities to the subdivision and the lot owners therein; and for all other purposes incident to the development and use of said property as a community unit and subdivision.

No antennae may be installed that is visible on the outside of any residence.

2. It is agreed and understood that the title conveyed to any lot or parcel of land in said subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric light, electric power, television cable or telegraph or telephone lines, poles on conduits or any other utility or appurtenances thereto constructed by Mac-Carey Properties, Inc., or any public utility companies through, along or upon any portion of the hereinabove mentioned streets, drives, lanes, roads, easements, and reserve areas, and the right to maintain, repair, sell or lease such lines, utilities, and appurtenances is hereby expressly reserved by Mac-Carey Properties, Inc.

That, Allied Memorial Bank, holder of the lien covering property comprising Lakewood Forest Patio Homes, Section One and Section Two, join in placing the above restrictions, reservations, easements and covenants on Lakewood Forest Patio Homes, Section One and Section Two, and each and every homesite, tract, lot or parcel of land therein, and agree that the Dedication and subdivision of said property by the above mentioned plat and the said reservations, restrictions, easements, and covenants shall continue in full force and effect and be binding upon the said Allied Memorial Bank, their successors and assigns and legal representatives.

EXECUTED this

day of

A. D., 1982!

MAC-CAREY PROPERTIES, INC.

R. W. CAREY, PRESIDENT

ATTEST:

MES.D. HEIL, SECRETARY

ALLIED MEMORIAL BANK

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Cashier

KKKKKXXXX

THE STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared R. W. Carey, President of Mac-Carey Properties, Inc., 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 and in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 14th day of July

Public in and for Harris County, Texas

Shera J. Evans My Commission Expires 3 - 31 - 85

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared John H. Heger, , Executive Vice President of Allied Memorial Bank, 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 and in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 15th day of July

County, Texas EILEEN M. MEREDITH

Notary Public in and for the State of Texas My Commission Expires 10/1/85

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.

GUARDIAN TITLE CO