

E127270

STATE OF TEXAS
COUNTY OF HARRIS

102-03-0284

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS CENTURY LAND COMPANY, a Joint Venture, composed of CARROLL DEVELOPMENT CORP., a Texas corporation, and CDL, Inc., a Texas corporation, hereinafter called "Developer", being the Owner of, and FIRST CONTINENTAL MORTGAGE CO., being lienholder on that certain 102.9468 acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as Bonaire, Section I, according to the plat filed of record in the office of the Clerk of Harris County, Texas in Volume 210, Page 76, of the Map Records, for the benefit of the present and future owners of lots in Bonaire, Section I, does hereby establish, adopt and promulgate the following reservations, restrictions, covenants and easements to apply uniformly to the use, occupancy and conveyance of all lots in Bonaire, Section I:

1. Single Family Residential Construction

No building shall be erected, placed, altered or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two stories in height and a private garage for not less than two or more than four cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories and the structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises. Any garage apartment or servant quarters which may be constructed on any lot shall not be used for rental purposes and may be used only by servants who are employed in the dwelling erected upon the same lot where such quarters are located.

2. Architectural Control

No buildings or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements have

been submitted to and approved by the Architectural Control Committee consisting of James C. Niver, Richard Everett, and George Cox, or its assignee hereinafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. If any member of the Architectural Control Committee shall resign, refuse or become unable to serve as a member thereof, the Developer shall appoint another person to serve as a member of the Committee. The act of the majority of the Committee shall be the act of the Committee. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Developer hereby agrees to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Bonaire Community Improvement Association, Inc., when the conditions of Paragraph 26 occur. Such assignment shall be evidenced by an instrument in recordable form filed for record in the office of the County Clerk of Harris County, Texas.

102-13-0285

3. Minimum Square Footage Within Improvements

The living area on the ground floor of the main structure exclusive of open porches and garages shall not be less than thirteen hundred (1300) square feet for one-story dwellings except for lot 40, Block 1 and lot 14, Block 7 on which the minimum living area shall not be less than twelve hundred (1200) square feet. The total square feet for a multi-story dwelling shall be not less than eighteen hundred (1800) square feet.

4. Location of the Improvements Upon the Lot

No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building set-back line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side street line. The main residential structure (exclusive of detached garages and out buildings) shall be located no less than fifteen (15) feet from the rear property line. Subject to the provisions of Paragraph 5, 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 line may be a minimum distance of three (3) feet from an interior lot line. For the purposes of this covenant 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. For the purpose hereof, the front line of each lot shall be the shortest property line abutting a street. Each main residence shall face the front of the lot.

10-03-0286

5. Composite Building Site

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 setback lines 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 setback line of not less than the minimum frontage of the building setback line of the narrowest of the lots in the same block.

6. Utility Easements

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat. Neither Developer or any utility company using the easements shall be liable for any damage done by either of them or their respective assigns, agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located within the area covered by said easements.

7. Prohibition of Offensive Activities

No activity, whether for profit or not, shall be carried on any lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood.

8. Temporary Structures

No house trailer, tent, shed, barn or other temporary building of any nature shall be placed or constructed on any lot; provided, however, that a temporary office or work shed may, following approval thereof by Developer or its assignee, be maintained upon any lot or lots by any building contractor or sales agency in connection with the erecting and sale of dwellings in the subdivision, but such temporary structure shall be removed at completion of construction or sale of the dwellings, whichever is applicable, or within ten(10) days following notice from Developer or its assignee. No such temporary buildings shall ever be used for residential purposes.

102-03-0287

9. Storage of Automobiles, Boats, Trailers and Other Vehicles

No boat trailers, boats, travel trailers, truck trailer, inoperative automobiles, campers or vehicles of any kind are to be stored more than forty-eight hours in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot.

10. Mineral Operations

No oil or water drilling (other than drilling for water by any water district or incorporated municipality organized pursuant to the laws of the State of Texas) oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structures designed for the use in boring for oil or natural gas or water shall be erected, maintained or permitted upon any lot.

11. Animal Husbandry

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 provided that they are not kept, bred or maintained for commercial purposes.

102-03-0288

12.

Walls, Fences and Hedges

No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum front building setback line as shown on the recorded plat except upon approval of the Architectural Control Committee. No side lot line or rear lot line fence, wall, hedge or plant shall be more than six (6) feet high. No chain link fence type construction will be permitted on any lot, except on interior lot lines where the fence does not face the street. Any wall, fence or hedge erected as a protective screening on a lot by Developer shall pass ownership with transfer of title to the property and it shall be owner's responsibility to maintain said protective screening thereafter.

13.

Visual Obstructions at the Intersection of Public Streets

No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways 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.

14.

Lot Maintenance

The owners 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 materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. 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 Developer or its assignee shall without liability to the owner or occupant in trespass or otherwise enter upon said lot or 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 cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay for such work immediately upon receipt of a statement therefor. In the event of the failure to pay such statement, the amount thereof may be added to the annual maintenance charge assessed against such lot and become a charge thereon in the same manner as the regular annual maintenance charge provided for herein.

102-03-0289

15. Signs, Advertisements, Billboards

No signs, billboards, posters or advertising devices of any character shall be erected on any lot except one sign of not more than ten square feet advertising the property for sale or rent or signs used by a builder to advertise the property for sale during the construction and sales period. The right is reserved for builders, provided consent is obtained from the Developer, which cannot be unreasonably withheld, to construct and maintain signs, billboards or advertising devices for the purpose of advertising for sale dwellings constructed by the builders and not previously sold by such builders.

16. Maximum Height of Antennae

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot; nor shall any free standing antenna of any style be permitted upon the lot which extends more than ten (10) feet above the height of the roof of the main residential structure on said lot.

17.

Removal of Dirt

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 being performed on such lot.

18.

Underground Electric Service

An underground electric distribution system will be installed in that part of Bonaire Subdivision, Section One, designated 'Underground Residential Subdivision, which underground service area shall embrace all lots in Bonaire Subdivision, Section One. The owner of each lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities 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. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. 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 in the Underground Residential Subdivision the electric service to each lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that the Underground Residential Subdivision is being developed for single family dwellings and/or townhouses of the usual and customary type, constructed upon

102-03-0290

the premises, designed to be permanently located upon the lot where originally constructed and built for sale to bona fide purchasers (such category of dwellings and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). The terms "sale to bona fide purchasers" mean an outright sale to a resident at the time such resident first occupies the dwelling and/or townhouse and not a lease, a delayed sale by means of a contract for deed, a sale with provisions calculated to subsequently relieve such resident from the obligation to pay for the residence, or similar devices. Therefore, should the plans of lot owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a lot where a dwelling of a different type is located unless (a) Developer has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the owner of such lot, or the applicant for service, shall pay to the company the sum of (1) \$1.75 per front lot foot in the case of a single family dwelling or \$2.50 per front lot foot in the case of a townhouse, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot over the cost of equivalent overhead facilities to serve such lot, plus (2) the cost of rearranging and adding any electric facilities servicing such lot, which rearrangement and/or addition is determined by the Company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of Bonaire Subdivision, Section One, as such plat exists at the execution of the Agreement for Underground Electric Service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such lot owner shall pay the electric company \$1.75 per front lot foot

102-03-0291

in the case of a single family dwelling or \$2.50 per front lot foot in the case of a townhouse for his/her lot unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s).

102-03-0292

19. Type of Construction, Materials and Landscape

- (a) No residence shall have less than 51% or equivalent masonry construction on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee, or its assignee, in the event of assignment.
- (b) The roof of any building shall be constructed or covered with (1) wood shingles or (2) asphalt or composition type shingles of 235# or heavier weight of a color approved by the Architectural Control Committee or its assignee, in the event of assignment. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee, or its assignee, in the event of assignment, upon written request.
- (c) A concrete sidewalk 4 feet wide will be constructed parallel to the curb two foot (2') in front of the property line along the entire front of all lots; in addition thereto, 4-foot wide sidewalks will be constructed parallel to the curb two feet (2') in front of the property line along the entire side of all corner lots, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalk and the same shall be constructed at the time the dwelling is being completed and before occupancy.
- (d) 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 Bonaire, Section I, except in temporary buildings approved by the Developer.

- (e) Each kitchen in each dwelling or living quarters situated on any lot above described shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.
- (f) Each dwelling shall have a tree of the size and type specified by the Architectural Control Committee, when and if specified by the Architectural Control Committee, such tree to be planted on the front of the lot at the time the dwelling is being completed and before occupancy.

10-03-1993

20. The Bonaire Community Improvement Association, Inc.

Definitions:

- (a) "Association" shall mean and refer to Bonaire Community Improvement Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 21.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the properties including contract sellers but excluding those having such interests merely as security for the performance of an obligation.
- (c) "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (d) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners, shown as Reserve E of Bonaire Section I on the plat thereof hereinabove described, together with the swimming pool, bath house, tennis courts and other improvements located thereon.
- (e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and all commercial reserves.

- (f) "Declarant" or "Developer" shall mean and refer to Century Land Company, a joint venture composed of Carroll Development Corp. and CDL, Inc. and their respective successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant or either of them for the purpose of development.

102-03-0294

21.

Maintenance Assessments

Developer imposes on each lot owned within the properties and hereby covenants and each owner of any lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association annual assessments or charges to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, shall be a continuing lien upon the property against which each such assessment is made, and shall also be the personal obligation of the person who is the owner of such lot. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by Developer for the purpose of securing payment of said charge assigned to the Bonaire Community Improvement Association, Inc. without recourse on Developer in any manner for the payment of said charge and indebtedness.

22.

Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the common areas, if any. The proceeds of the regular annual assessment shall not be used to reimburse Developer for any capital expenditure incurred in the construction of the recreation facilities.

23.

Maximum Annual Assessments

Until January 1, 1975, the maximum annual assessment shall be Eighty-Four Dollars (\$84.00) per lot.

(a) From and after December 31, 1974, the maximum annual assessment may be increased each year not more than five (5) per cent above the maximum assessment for the previous year up to One Hundred Eight Dollars (\$108.00) without a vote of the membership. This increase may be cumulative.

(b) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the maximum allowable for any one year.

24. Owner's Easement of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the common area, if any, which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

(b) The right of the Association to suspend the voting rights and right to use of the recreation facility by an owner; to suspend any other service provided by the Association for an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the common area, if any, 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 two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association to collect and disburse those funds as set forth in Paragraph 21.

25. Delegation of Use

Any owner may delegate in accordance with the by-laws the owner's right of enjoyment to the common area and facilities, if any, to the members of the owner's family, tenants or contract purchasers who reside on the property.

26. Membership and Voting Rights

Every owner of a lot which is subject to assessment shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting membership:

102-03-0235

102-03-0296

Class A. Class A members shall be all owners with the exception of Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a lot.

Class B. Class B members shall be Developer or its successors and assigns and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (1) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership including duly annexed areas; or (2) on January 1, 1980.

27. Rate of Assessment

All lots in Bonaire, Section I shall commence to bear their applicable maintenance fund assessment simultaneously and lots owned by Developer are not exempt from assessment. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors (according to Paragraphs 23 and 28). Lots which are not occupied by a resident and which are owned by Developer, a builder, or a building company shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident change. The applicable assessment for such a lot shall be pro rated according to the rate required of each type of ownership.

28. Date of Commencement of Annual Assessments

The annual assessments provided for herein shall commence at such time as the Directors of the Bonaire Community Improvement Association, Inc. determine that the lots are completed and ready to build on (that is, when the lots have been substantially finished graded and substantially all utilities

have been installed). The Board of Directors shall fix the amount of annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. A new owner shall be required to pay such owner's pro rata share of current annual assessment at the time such owner acquires title to the property for the Seller. The due dates shall be established by the Board of Directors. The Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

10-03-11291

29. Effect of Non-Payment of Assessments

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent per annum. The Association may bring an action at law against the owner personally obliged to pay the same or foreclose the lien against the property. No owner may waive nor otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owner's lot.

30. Subordination of Lien

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability of any assessment thereafter becoming due or from the lien thereof.

31. Enforcement

The Association or any owner or the Developer, its successors and assigns shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these deed restrictions, and in con-

nection therewith shall be entitled to recover from the defendant therein all reasonable necessary costs and expenses attendant upon bringing such suit, including without limitation a reasonable attorneys' fee. Failure by the Association or by any owner to enforce any covenant or restrictions herein shall in no event be deemed a waiver of the right to do so thereafter.

102-03-0298

32. Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

33. Amendment to the Above Deed Restrictions

The covenants and restrictions of this declaration shall run with and bind the land for a term of forth (40) years from the date this declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years, unless a simple majority of the then owners elect to annul the restrictions. Any amendment must be recorded.

34. FHA/VA Approval

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

35. Annexation

An overall preliminary plan showing all areas to be ultimately included in the Association's boundaries can be filed with and approved by the Federal Housing Administration and the Veterans Administration. The Developer may annex additional property within such areas shown on such preliminary plan without the consent of members upon approval by the Federal Housing Administration and Veterans Administration of the general plan of development, and each stage of the development. Any such property annexed may or may not be

subject to any covenants dealing with the subject matter set forth in paragraphs 1 to 19, inclusive, hereof, or the provisions of such covenants may deal with such subject matter and differ from the terms and provisions hereof. All other residential property and Common Area may be Annexed to the properties with the consent of two-thirds (2/3) of each class of members.

102-113-0649

36.

Rights of Mortgages

It is specifically provided that a violation of any one or more of these restrictions shall not affect the lien of any mortgage or deed of trust now of record, or which may hereafter be placed of record, or other lien acquired and held in good faith upon said lots or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions herein contained.

The undersigned lienholder joins in the execution of this instrument for the purpose of evidencing its consent and agreement to the placing of the above restrictions on the land described herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 11th day of April 1974.

Century Land Company, a joint venture composed of Carroll Development Corp. and CDL, Inc., both Texas corporations

By:

Carroll Development Corp.

By: James C. Miller
President

CDL, Inc.

By: James C. Miller
President

ATTEST:

Margaret A. Wicke
Assistant Secretary

ATTEST:

Walter L. Cuthbert
Assistant Secretary

ATTEST:

David Salvato
Assistant Secretary

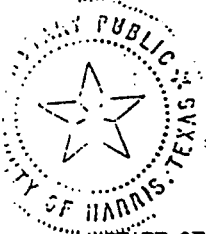
FIRST CONTINENTAL MORTGAGE CO.

By: J. P. [Signature]

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared James C. Niver, President of Carroll Development Corp., 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of April, 1974



Beverly P. Kiger
Notary Public in and for Harris County,
Texas

BEVERLY P., KIGER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Hennrich Obritz, 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of April, 1974.

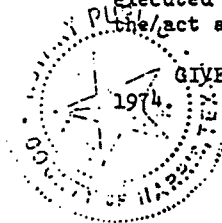


Beverly P. Kiger
Notary Public in and for Harris County,
Texas
BEVERLY P., KIGER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. L. Duncan, Jr., 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of April, 1974.



Wanda L. Thess
Notary Public in and for Harris County,
Texas