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001-84-0990

OLDE OAKS, SECTIONS 3 AND 4
RESTRICTIONS

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THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

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THAT KICKERILLO COMPANY, hereinafter referred to as "Kickerillo" or "Developer" (a Texas Corporation, acting herein by and through its duly authorized officers), JERRY J. KNAUFF and wife, SHIRLEY A. KNAUFF, JAMES A. DAUPHIN and wife, MARY DAUPHIN, and RICHARD L. BRUCE and wife, ELAINE A. BRUCE, being the owners, and MERCANTILE NATIONAL BANK AT DALLAS and UNIVERSITY SAVINGS ASSOCIATION, as the lienholders, of that certain 165.094 acres, more or less, out of that certain 165.094 acres, more or less, out of the George H. Delesdernier Survey, Abstract No. 229, in Harris County, Texas, which has been heretofore platted and subdivided into that certain subdivision known as OLDE OAKS, SECTIONS THREE (3) and FOUR (4), according to the plats of said subdivision recorded, respectively, in Volume 301, Page 119 and Volume 301, Page 129 of the Map Records of Harris County, Texas, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the residential lots in OLDE OAKS, SECTIONS 3 and 4, for the benefit of the present and future owners of said lots, do hereby adopt and establish the following reservations, restrictions, agreements, covenants and easements to apply uniformly to the use, occupancy and conveyance of all residential lots in OLDE OAKS, SECTIONS 3 and 4 (described below), and each contract or deed which may be hereafter executed with regard to any lots in OLDE OAKS, SECTIONS 3 and 4, shall conclusively be held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants and easements, regardless of whether or not the said reservations, restrictions, covenants and easements are set out in full or by reference in said contract or deed, such residential lots in OLDE OAKS, SECTIONS 3 and 4, being as follows:

SECTION THREE (3)

Block 1	Lots 1 through 35
Block 2	Lots 16 through 33
Block 3	Lots 1 and 2
Block 5	Lot 23
Block 6	Lot 1, and 27 through 40
Block 7	Lot 33
Block 8	Lots 1 through 11
Block 9	Lots 1 through 64
Block 10	Lots 1 through 54
Block 11	Lots 1 through 40
Block 12	Lots 1 through 29
Block 13	Lots 1 through 43
Block 14	Lots 1 through 12
Block 17	Lots 1 through 6
Block 18	Lots 1 through 25
Block 19	Lots 1 through 5 and 32 through 39

Block 24	Lots 1 through 36
Block 25	Lots 1 through 31

SECTION FOUR (4)

Block 2	Lots 1 through 15
Block 3	Lots 3 through 15
Block 4	Lots 1 through 47
Block 5	Lots 1 through 2.
Block 6	Lots 2 through 26
Block 7	Lots 1 through 32

1. LAND USE AND BUILDING TYPE:

No building shall be erected, altered or permitted to remain on any lot other than one single family residential dwelling. 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 more than three cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories, and which 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.

2. ARCHITECTURAL CONTROL

No building or improvements of any character shall be erected or placed, or the erection begun on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements, easements and building lines has been submitted to and approved by the Architectural Control Committee, consisting of W. Philip Conway, Jim A. Miller and Glenn Ashcraft, or their successors or assigns, 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. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. No member of the Committee, nor its representative, shall be entitled to any compensation for services performed pursuant to this covenant, nor is any member of the Committee personally liable for any act relating to approval or disapproval of construction plans and specifications or the enforcement of any of these restrictions. In the event that within thirty (30) days after receipt of the required documents, the Committee fails to approve or disapprove the plans and specifications submitted, approval shall not be required, and the related covenants set out herein shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in its judgment, such deviations 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. The Architectural Control Committee 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 Olde Oaks Community Improvement Association, Inc., when One Hundred (100%) percent of all of the lots in Olde Oaks, Sections 3 and 4, and all subsequent sections of Olde Oaks Subdivision are occupied by residents.

3. MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS

The livable area of each main residential structure, exclusive of open or screened porches, stoops, open terraces, garages or detached servants' quarters, shall not be less than Twenty-five Hundred (2500) square feet for a one story or two story house unless otherwise approved in writing by the Architectural Control Committee.

4. LOCATION OF THE IMPROVEMENTS UPON THE LOT

No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building set back lines shown on the recorded plat. In any event, no building, garage or other permitted accessory building shall be located on any residential building plot nearer than Twenty-five (25) feet to the front lot line, nor nearer than Ten (10) feet to any side street line, unless otherwise noted on the recorded plat, nor nearer than Five (5) feet to the rear lot line, nor nearer than Three (3) feet to any side lot line. Notwithstanding the preceding sentence, no structure shall be erected within any ground or aerial easement. At the discretion and with the prior written approval of the Architectural Control Committee garages may be constructed on the front building line (25 feet from the front lot line); however, in such instances, the garages must not open toward the street or front lot line. All residential structures shall front on the street on which it has the smallest frontage. No fence, wall, hedge, pergola or other detached structure shall be erected, grown or maintained on any part of any lot forward of the front or side building line of any corner lot on side facing the street, and no chain link fences shall be erected on any properties whatsoever located in Olde Oaks, Sections 3 and 4. Any wall, fence or hedge erected as a protective screening on a lot by Developer or builder shall pass ownership with title to the property, and it shall be owner's responsibility to maintain such protective screening thereafter.

5. COMPOSITE BUILDING SITE

Lots may be re-subdivided into building sites comprised of a part of one or more lots as platted, PROVIDED that no dwelling shall be erected or placed upon any building site containing less than Fifty-five Hundred (5500) square feet in area or having a width of less than Forty (40) feet at the front building set-back lines on the recorded plat of said subdivision unless approved by the Architectural Control Committee or shown on the recorded plat.

6. UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and as they may appear in the records of the Harris County Clerk's Office, and no structure shall be erected in or upon any of said easements, which include ground and aerial easements. Neither Kickerillo or any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements.

7. PROHIBITION OF OFFENSIVE ACTIVITIES

No activity, whether for profit or not, shall be carried on on any lot which is not related to single family residential purposes, except as herein referred to. No noxious or offensive activity shall be permitted upon any lot, nor shall

anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. Kickerillo, or its assigns, may maintain as long as it owns property in Olde Oaks, Sections 3 and 4, in or upon such portions of the property as Kickerillo determines, such facilities as in its sole discretion may be necessary or convenient, including, but not limited to, offices, storage areas and signs. Under the provisions of this section, real estate offices, builders' sales offices, construction offices, builders' business offices, residential sales company offices and real estate brokers' offices are expressly prohibited without the express prior written consent of Kickerillo Company.

8. USE OF TEMPORARY STRUCTURES

Except as provided in paragraph 7, no structure of a temporary character, trailer, basement, tent, shack, barn, garage or other out-building shall be used on any lot at any time as a residence either temporarily or permanently, nor shall any used residence or other structure be moved onto any building lot.

9. SIGNS

No signs of any kind shall be displayed to the public view on any lot except one sign per lot of not more than five (5) square feet advertising the property for sale or rent and except signs used by Kickerillo and builders to advertise the property during the construction or sales period. Kickerillo, or its assignees, will have the right to remove any such sign exceeding the five (5) square feet which is placed on any lot and in so doing shall not be subject to any liability of trespass or other tort in connection therewith or arising with such removal.

10. STORAGE OF AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES

No boat trailers, boats, travel trailers, inoperative automobiles, campers or vehicles of any kind are to be semi-permanently or permanently stored in the public street right of way or on driveways. Permanent or 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.

11. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas should be erected, maintained or permitted upon any lot.

12. ANIMAL HUSBANDRY

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

13. 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 or disposal of such material shall be kept in a clean and sanitary condition and concealed from public view.

14. VISUAL OBSTRUCTIONS AT THE INTERSECTION OF PUBLIC STREETS

No object or thing which obstructs sight 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 on any corner lot.

15. LOT MAINTENANCE

The owners or occupants of all lots (inclusive of easement areas) 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 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 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, Kickerillo 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 occupation of the property to pay such statement immediately upon receipt thereof.

16. ROOFING MATERIAL

The roof of any building shall be constructed or covered only with materials specifically approved by the Architectural Control Committee which approval must be obtained in writing prior to commencement of roof construction, covering or re-covering. The Architectural Control Committee must review and approve, not by way of limitation, the color, composition, quality, grade and overall appearance of the exterior roofing materials proposed. The use of wood shingles for roofing materials shall be permitted without prior approval by the Architectural Control Committee.

17. MAXIMUM HEIGHT OF ANTENNAE

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot unless hidden from outside view, and no radio or television aerial wires or antennae shall be placed or maintained on the outside of any building nor shall any free standing antennae of any style be permitted. All radio or television aerial wires or antennae must be built within the main structure and not visible from outside of such structure.

18. MAINTENANCE FUND

Each lot shall be subject to an annual maintenance charge payable in advance on January 1 of each year for the purpose of creating a fund to be known as Olde Oaks Community Improvement Association, Inc., a non-profit corporation. The maintenance charge will commence with the date of conveyance of such lot by Kickerillo Company, its successors and assigns, and to secure the payment of such maintenance charge, a vendor's lien is herein and hereby retained against the above described property in favor of Olde Oaks Community Improvement Association, Inc., its successors and assigns. However, the aforesaid vendor's lien is expressly subordinate and inferior to any first mortgage lien on any lot in the subdivision. All past due maintenance charges shall bear interest from the due date until paid at an annual rate not to exceed the applicable statutory usury limits. 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 by Kickerillo or its assigns, with respect to each lot. The maintenance fund shall be applied, insofar as it may be sufficient (with priority given to maintenance of cul-de-sac islands, esplanades and all other esthetic features located within County right-of-way), toward the payment for maintenance or installation of streets, alleyways, paths, parkways, cul-de-sacs, esplanades, vacant lots, lighting, fogging, employing of policemen and workmen, and any other things necessary or desirable in the opinion of Olde Oaks Community Improvement Association, 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 judgement of Olde Oaks Community Improvement Association, Inc., in the expenditure of said fund shall be final as long as said judgment is exercised in good faith. Such maintenance charge shall be established or adjusted by Olde Oaks Community Improvement Association, Inc., from year to year as the needs of the property may, in its judgment, require, but in no event shall such maintenance charge exceed Six Hundred and No/100 (\$600.00) Dollars per lot per year. The maintenance charge shall remain effective until January 16, 2000, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the majority of the lots may revoke such maintenance charge on either January 16, 2000, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement or agreement 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 16, 2000, or at any time prior to the expiration of any successive ten (10) year period thereafter.

19. LOT GRADING

After the conveyance of each lot or lots from Kickerillo, each lot must be graded and maintained in such a manner so as to permit all water from all sources to drain naturally into the street storm sewer system that sides on or fronts each respective lot. No lot may be graded in such a manner as to permit water run-off to drain or flow onto or across any adjacent lot nor shall any lot be graded or maintained in such a manner as to allow the accumulation of standing water.

20. RIGHTS OF MORTGAGEES

Any violation of any of the easements, agreements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor or trustee under any mortgage or deed of

trust outstanding against the lot, at the time that the easements, agreements, restrictions, reservations or covenants are violated.

Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this declaration obtained through sale in satisfaction of such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions hereof.

21. ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns, and equally for the benefit of any subsequent owner of a lot or lots in Olde Oaks, Sections 3 and 4, and their 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.

22. UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM

An underground electric distribution system will be installed in that part of Olde Oaks, Sections 3 and 4, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Olde Oaks, Sections 3 and 4. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the owner/developer shall, at his or its 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 electric company's metering at the 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. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and also has granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the owner/developer shall, at his or its 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit 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, and except as hereinafter provided) upon developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home 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 each affected lot, or the applicant for service to any mobile home, shall pay to the company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities servicing such lot, which arrangement and/or addition is determined by Company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in the reserves shown on the plat, if any, 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 owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer had 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 reserves.

23. FIREWORKS PROHIBITION

The use, sale or distribution of any pyrotechnic device which may be classified as a "firework" is expressly prohibited within the confines of the subdivision. A firework is defined as being "a device for producing a striking display, as of light, noise or smoke, by the combustion of explosive or inflammable compositions". Use of firearms is expressly prohibited.

24. SEVERABILITY

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

25. AMENDMENT TO THE ABOVE RESTRICTIONS

The covenants and restrictions of this declaration shall run with and bind the land for a term of forty (40) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot owners and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Kickerillo, its successors and assigns, may within five (5) years from the date of this declaration, amend these covenants and restrictions when, in its opinion, such amendment will beneficially affect the overall plan of the development for the subdivision. Any amendment must be recorded in the Office of the County Clerk of Harris County, Texas.

IN WITNESS WHEREOF, we have hereunto set our hands this the 19 day of NOVEMBER, 1981.

ATTEST:

Sherrill V. Robinson
Sherrill V. Robinson, Asst. Secretary

Jerry J. Knauff
Jerry J. Knauff

Shirley A. Knauff
Shirley A. Knauff

KICKERILLO COMPANY

By: W. Phillip Conway
W. Phillip Conway, President

James A. Dauphin
James A. Dauphin

Mary Dauphin
Mary Dauphin

Richard L. Bruce
Richard L. Bruce

Elaine A. Bruce
Elaine A. Bruce

ATTEST:

James T. Kabela

MERCANTILE NATIONAL BANK AT DALLAS

By: [Signature]

ATTEST:

Stella Evensen

UNIVERSITY SAVINGS ASSOCIATION

By: [Signature]
Vice President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared W. PHILIP CONWAY, PRESIDENT, and SHEPHERD V. ROBINSON, ASST. SECRETARY OF KICKERILLO COMPANY, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of November, 1981.

Glenn Ashcraft
Notary Public in and for Harris County, Texas.

GLENN ASHCRAFT
Notary Public State of Texas
My Commission Expires December 9, 1985
Bonded by L. Alexander Lovell, Lawyers Surety Corp.

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JERRY J. KNAUFF and wife, SHIRLEY A. KNAUFF, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of November, 1981.

Glenn Ashcraft
Notary Public in and for Harris County, Texas.

GLENN ASHCRAFT
Notary Public State of Texas
My Commission Expires December 9, 1985
Bonded by L. Alexander Lovell, Lawyers Surety Corp.

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JAMES A. DAUPHIN and wife, MARY DAUPHIN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of November, 1981.

Glenn Ashcraft
Notary Public in and for Harris County, Texas.

GLENN ASHCRAFT
Notary Public State of Texas
My Commission Expires December 9, 1985
Bonded by L. Alexander Lovell, Lawyers Surety Corp.

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD L. BRUCE and wife, ELAINE A. BRUCE, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of November, 1981.

Glenn Ashcraft
Notary Public in and for Harris County, Texas.

GLENN ASHCRAFT
Notary Public State of Texas
My Commission Expires December 9, 1985
Bonded by L. Alexander Lovell, Lawyers Surety Corp.

THE STATE OF TEXAS

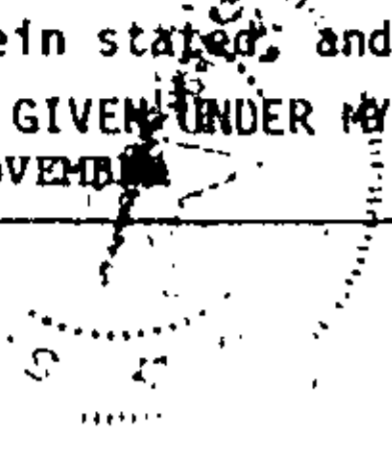
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES W. DEES CHAIRMAN CREDIT POLICY COMMITTEE and

JANICE PAKULA LOAN OPERATIONS OFFICER of

MERCANTILE NATIONAL BANK AT DALLAS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of NOVEMBER, 1981.



See Clark
Notary Public in and for DALLAS County, Texas.

THE STATE OF TEXAS

COUNTY OF HARRIS

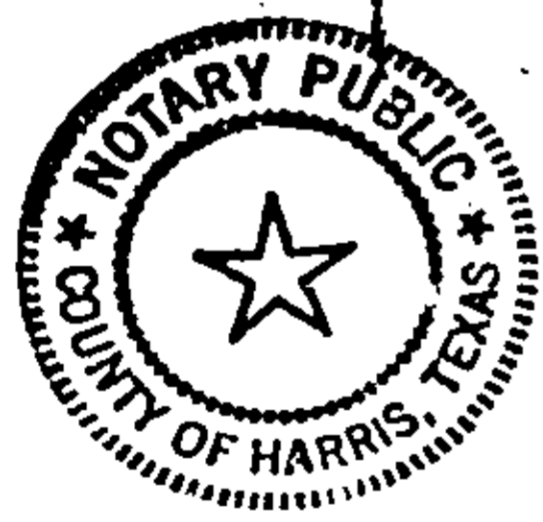
BEFORE ME, the undersigned authority, on this day personally appeared _____ and

J. J. Jupton Used President of

UNIVERSITY SAVINGS ASSOCIATION, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of

November, 1981.



Gwendolyn S. DeDe
Notary Public in and for Harris County, Texas.

GWENDOLYN S. DEDE
Notary Public in State of Texas
My Commission Expires 9/14/84

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein, by me and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

NOV 24 1981



Quita Lallemand
COUNTY CLERK,
HARRIS COUNTY, TEXAS

Quita Lallemand
COUNTY CLERK
HARRIS COUNTY, TEXAS

NOV 24 9 09 AM '81

FILED

To:
T.D. SMITH - ATTORNEY AT LAW
1300 TEXAS AVE. - #206
HOUSTON, TX 77002