

010-83-2102

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**STATE OF TEXAS                   §  
                                     §  
COUNTY OF GALVESTON         §**

**WHEREAS, FOUR D VENTURE, INC. ("Declarant"), is the owner of all lots, tracts or parcels of land shown upon that certain map or plat of a subdivision known and designated as RANCHO CARRIBE', a subdivision of that certain tract or parcel of land described as Tract Two conveyed to Four D Venture, Inc., et al by Deed recorded under Film Code No. 008-50-0958 in the Official Public Records of Real Property in Galveston County, Texas (hereinafter referred to as "the Property"), said 129.463 acres being more particularly described by metes and bounds as follows:**

**BEGINNING** at a concrete monument found marking the intersection of the Southeasterly right-of-way line of State Highway No. 87 and the Northeast boundary line of the A. Van Nordstrand Survey and the Southwest boundary line of the Jones Shaw Survey and also marking the Northeast corner of the herein described tract.

**THENCE** South 31° 55' 38" East, along said survey line, a distance of 2378.20 feet to a 1" iron pipe set in the vegetation line at the East corner of the herein described tract, in the Northwesterly boundary of the Gulf of Mexico.

**THENCE** with said vegetation line, South 53° 38' 33" West, a distance of 2364.32 feet to a 1" iron pipe at the South corner of the herein described tract;

**THENCE** North 30° 41' 21" West, a distance of 2105.41 feet to a concrete monument found in line;

**THENCE** North 30° 36' 52" West, a distance of 359.64 feet to a 1- $\frac{1}{4}$  inch iron pipe found at the West corner of the herein described tract and being in the Southeasterly right-of-way line of State Highway No. 87;

**THENCE** North 55° 40' 23" East, with the Southeast right-of-way line of State Highway No. 87, a distance of 2305.54 feet to the PLACE OF BEGINNING and containing 129.463 acres of land, more or less,

**SAVE AND EXCEPT** those tracts or parcels of land out of the Property previously conveyed by Declarant to the following persons and/or entities (hereinafter referred to as "Property Owners") to wit: **SETCO GENERAL CONTRACTORS**, by deed filed of record under Clerk's File No. 9531603 in the office of the County Clerk of Galveston County, Texas (Lots 7 and 8); **DAVID F. CLAYBAR** and **PEGGY S. CLAYBAR**, by deed filed of record under Clerk's File No. 9508587 in the office of the County Clerk of Galveston County, Texas (Lot 1); **P. KAY ESHBACH**, by deed filed of record under Clerk's File No. 9509802 in the office of the County Clerk of Galveston County, Texas (Lot 19); **PAT ROGERS** and **MARY ANN ROGERS**, by deeds filed of record under Clerk's File Nos. 9448631 and 9534103, both in the office of the County Clerk of Galveston County, Texas (Lots 20, 21, 86 and 87); **LUCY S. ROY**, by

deed filed of record under Clerk's File No. 9541342 in the office of the County Clerk of Galveston County, Texas (Lot 9); and, ROBERT J. CARTIER, by deed filed of record under Clerk's File No. 9540090 in the office of the County Clerk of Galveston County, Texas (Lot 81).

WHEREAS, a map or plat of the Property has been filed of record in Volume 18, Pages 588 to 589, of the map records in the office of the County Clerk of Galveston County, Texas ("plat");

AND WHEREAS, Declarant and the Property Owners do hereby agree that the Property is to be subdivided into numbered lots according to said plat and that all of the lots of the Property shall held, sold and conveyed subject to the covenants, conditions, stipulations and restrictions hereinafter set forth.

NOW THEREFORE, for the purposes of creating and carrying out a uniform plan for the improvement and sale of the Property as a restricted subdivision, the following restrictions upon the use of the Property are hereby established and adopted, and shall henceforth be made a part by appropriate reference to this instrument, of each and every contract, deed and lease covering the numbered lots set forth on said map, and same shall be considered a part of each contract, deed and lease, as though fully incorporated therein;

And the restrictions hereinafter set forth, except as herein otherwise provided, shall be and are hereby imposed upon each numbered Lot in said subdivision, as shown by the plat and as referred to herein, and same shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

#### ARTICLE I.

##### DEFINITIONS

Section 1. "Association" shall mean and refer to RANCHO CARRIBE' PROPERTY OWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, or portion of a Lot, on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" 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.

Section 4. "Common Area" shall mean all real property owned by the Association, regardless of when acquired, that is for the common use and enjoyment of the Owners, and shall include streets, roads, drainage structures, drainage easements and beach access easements. The Common Area to be owned by the Association shall initially consist of all the streets, drives, drainage easements, and beach access easements, all as designated on the plat of the Property as "private".

Section 5. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat of the Property on which there is or will be built single family dwellings.

**Section 6.** "Declarant" shall mean and refer to **FOUR D VENTURE, INC.**, its successors and assigns.

## **ARTICLE II.**

### **RESERVATIONS**

**Section 1.** There is hereby reserved unto Declarant, the exclusive right and easement into the streets shown on the recorded plat of the Property to lay, construct, maintain, operate and remove utility lines (including but without limitation, water lines, sewer lines, gas lines and electric lines); and, further, Declarant reserves the exclusive right and easement, without further assent or permit from any Owner, to grant franchises and easements to any public or private utility company, municipality or water company, to lay, construct, maintain, operate and remove utility lines in said roads, streets, easements and drives. Any claims for damages, if any, by the construction, maintenance, or repair thereon on account of temporary or other inconvenience caused thereby against the Declarant or any public or private utility company or municipality or any other agent or servants, are hereby waived by any Owner and any Owner's heirs, successors and assigns.

**Section 2.** It is further reserved unto the Declarant, the exclusive right to transfer unto the Association, by deed or other legal means, the Common Area, and the reservations as designated unto Declarant to lay, construct, maintain, operate and remove utility lines (including but without limitation, water lines, sewer lines, gas lines and electric lines); and, further, the reservation of the exclusive right and easement to grant franchises and easements to utility owners to lay, construct, maintain, operate and remove utility lines in said streets and/or rear property lines.

## **ARTICLE III.**

### **USE RESTRICTIONS**

**Section 1.** All Lots shall be known and described as Lots for residential purposes only and no structure shall be erected, placed, altered, or permitted to remain on any residential lot other than one (1) single-family dwelling. As used herein, the term "residential purposes" shall be construed to prohibit the use of duplex houses, garage apartments or apartment houses; and no Lot shall be used for institutional, business or professional purposes of any kind, nor for any commercial or manufacturing purposes, save and except those Lots that may from time to time be designated or used by Declarant for business, recreational or commercial purposes. This restriction against the use of dwellings for commercial or business purposes has not been incorporated for the purpose of restricting an Owner from renting said Owner's property from time to time, provided any such rental agreement does not violate the aforementioned restrictions against commercial or business use.

**Section 2.** No horses, cows, sheep, goats, swine, livestock or fowl, or any other animal of any kind which would emit offensive odors, may be kept or bred on any of said lots, except that dogs and cats (not to exceed two (2) of each category) may be kept, provided they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lots.

**Section 3.** Easements for installation and maintenance of private access roads, utilities and drainage facilities as reflected by the plat of the Property will be and are hereby

reserved unto the Declarant, successors and assigns, with the same rights enumerated within Article II above.

**Section 4.** No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance to the neighborhood.

**Section 5.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste materials shall be kept only in sanitary containers constructed of metal, plastic or masonry material with sanitary covers or lids. Each dwelling shall be attached to an adequate septic tank which shall be constructed, used and maintained in accordance with the specifications and standards of the State Health Department and/or the Galveston County Health Department or any other governmental authority having jurisdiction thereof. No sewage will be drained into any ditch, canal, bay or other public water course. The digging of dirt or the removal of any dirt or sand from any Lot is expressly prohibited, except when necessary in conjunction with the landscaping of such lot, or in conjunction with construction being done on such lot; but no fill material which will change the grade of the lot shall be placed thereon without approval in writing of the Architectural Control Committee.

**Section 6.** The owners or occupants of all Lots in the subdivision 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 permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in this subdivision in observing the above requirements, or any of them, the Association may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds and grass, remove or cause to be removed such garbage, trash, rubbish and other materials so as to place said lot in a neat, attractive, healthful and sanitary condition. The Association may bill either the owner or the 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 any lot in the subdivision, to pay the cost of any such work immediately upon receipt of a statement or invoice covering same. In the event that such costs are not paid as hereinabove provided, said costs may be added to and become part of the assessment to which such Lot is subject.

**Section 7.** No tent, lean-to, house trailer or other portable building, shack or other temporary structure of any character shall be constructed or placed on any of said lots. No structure, other than a single family residence, designed and constructed for use by a single family, garages and other structures as may be suitable and proper for the use and occupancy of said residences as a single family dwelling, shall be constructed on any lot, nor shall any residences constructed thereon be converted or thereafter used as a duplex, apartment house or any form of multiple family dwelling, nor shall any residences on separate lots be advertised for use or used as a hotel, tourist cottage or cottages or as places of abode for transient persons, nor shall any structure or building erected thereon or any part thereof be used as a dwelling pending the completion of the main dwelling house to be constructed thereon.

**Section 8.** The main floor area of the main structure, exclusive of open porches and garages, and exclusive of the area beneath the main floor, shall not be less than sixteen hundred (1600) square feet of living area.

**Section 9.** No building shall be located nearer to the respective boundaries of the respective lots than the minimum building set-back lines shown on the plat of the subdivision herein

referred to, as said plat establishes the side, front and rear building set-back lines for each tract or lot.

**Section 10.** No Lot or Lots shall be re-subdivided in any fashion without the written consent of the Architectural Control Committee.

**Section 11.** Drainage structures where required under private driveways shall have a drainage opening area of sufficient size to permit the free flow of water without back water. The type, size and grade of the pipe are to be determined by the Architectural Control Committee.

**Section 12.** No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks or excavations of any kind be permitted upon any Lot. No derrick or other structure designed for use or capable of use in exploring for oil, gas or other minerals shall be erected, maintained or permitted upon any tract.

#### **ARTICLE IV.**

##### **PROPERTY OWNERS ASSOCIATION**

**Section 1.** Declarant will organize or cause to be organized an association which will be organized for the purposes hereinafter mentioned, and such Association shall be called "RANCHO CARRIBE' PROPERTY OWNERS ASSOCIATION". The Association shall have the right and obligation to maintain the Common Area. The Association shall administer the maintenance fund hereinafter provided within these restrictions.

**Section 2.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a member of the Association. Each Lot owner shall be entitled to one (1) vote, which may be cast by the owner or co-owners of that Lot but in no event shall more than one (1) vote be cast with respect to any Lot.

**Section 3.** The Association may suspend the voting rights of any Owner for any period during which any assessment against that owner's Lot remains unpaid.

#### **ARTICLE V.**

##### **COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Section 1.** The Declarant and Property Owners, for each Lot owned within the Property, hereby covenant, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, maintenance or ad valorem taxes levied on the Common Area, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**Section 2.** In addition to the annual assessments authorized above, the Association may levy a special assessment only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal

property related thereto, and any ad valorem taxes assessed against the Common Area, provided that any such special assessment shall have the assent of two-thirds (2/3rds) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 3.** Written notice of any meeting called for the purpose of taking any action authorized under Section 2 above shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast two-thirds (2/3rds) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-third (1/3) of all the votes of the membership. If the required quorum at such subsequent meeting is not present, other meetings may be called, subject to the same notice requirements, and the required quorum at each such subsequent meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting.

**Section 4.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The Board of Directors of the Association shall fix the amount of the annual assessment 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. The due dates shall be established by the Board of Directors. The annual assessment for the first assessment period year shall be \$300.00 per Lot.

**Section 5.** Both annual and special assessments as established by the Board of Directors may be collected on a monthly basis.

**Section 6.** Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of seven and one-half percent (7½%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by said Owner's acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium.

**Section 7.** The lien for the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure under such purchase-money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof 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.

**Section 8.** All that part of the Property designated on the plat as Reserves A, B, C, and D and all of Lots 23 through and including Lot 50, shall be exempt from the provisions of this Article V.

**Section 9.** Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to the Lot Owners. All management agreements shall be made with responsible parties having experience adequate for the management of a project of this type.

**Section 10.** The Association shall endeavor to establish and maintain a Reserve Fund to help defray the cost of reasonably foreseeable uninsurable matters, capital expenditures, and other contingencies deemed appropriate by the Board of Directors. The officers and directors of the Association shall have no liability for damages or expenses incurred by the Association in excess of the amount of the Reserve Fund. Monies set aside in the Reserve Fund may be reallocated for use in payment of operating expenses with the approval of a majority of the members of the Board of Directors.

#### ARTICLE VI.

##### ARCHITECTURAL REVIEW

**Section 1.** No exterior addition to or change in any structure may be made, and no building, outbuilding, fence, wall, room addition, residence, structure, antenna or other projection from a structure (whether of a temporary or permanent nature, and whether or not such structure shall be affixed to the ground) may be commenced, erected, maintained, improved or altered, nor may any grading, excavation, tree removal, planting, change of exterior color or other work which in any way alters the exterior color or other work which in any way alters the exterior appearance of any Lot or improvement be done on any Lot, until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted in writing and approved in writing by the Board of Directors regarding (a) the harmony of its exterior design and location in relation to, and its effect upon surrounding structures, vegetation, topography, and the overall community design of the Properties, (b) the type and quality of the exterior materials, (c) the quality of the exterior workmanship, and (d) compliance with the terms of this Declaration and guidelines adopted by the Board of Directors of the Association.

**Section 2.** The Board of Directors of the Association may appoint an Architectural Review Committee to assist in performing the functions called for in this Article VI. The Board of Directors may delegate to the Architectural Review Committee the responsibility set forth herein. The persons serving on the Architectural Review Committee, or their successors, may serve at the discretion of the Board of Directors of the Association. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article VI. However, the Committee, with the approval of the Board of Directors, may employ one or more architects, engineers, attorneys, or other consultants to assist the committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee.

**Section 3.** The Board of Directors or the Architectural Review Committee shall regulate the external design, appearance and location of the Properties and of improvements thereon in such a

manner as (a) to promote those qualities in the environment which bring value to the Properties, and (b) to foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures, vegetation and topography.

**Section 4.** In the event that the Board of Directors fails to respond in writing to an application within thirty (30) days after the plans and specifications in writing have been submitted to the secretary, in accordance with adopted procedures, approval will be deemed granted.

**Section 5.** The Board of Directors of the Association shall develop and promulgate policy guidelines for the application of the architectural review provisions in this Declaration. The policy guidelines shall include (a) review procedures, (b) aspects and objectives of review, and (c) principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Property. The Policy guidelines are intended to assist the Architectural Review Committee and the Owners of Lots in the ongoing process of community design. They may be modified and supplemented from time to time, upon approval of the Board of Directors.

#### ARTICLE VII.

##### GENERAL PROVISIONS

**Section 1.** The Association, or any Owner, 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 this Declaration, including the right of the Association to recover reasonable attorney's fees in connection with the enforcement hereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Association shall first notify the Owner, in writing, of the violation of this Declaration which has occurred and provide said Owner a reasonable opportunity to remove or correct such violation. If, after being provided adequate notice and a reasonable time to cure the violation, the Owner shall fail or refuse to do so, the Association may proceed with appropriate legal action. If the violation is cured voluntarily or mandatorily after the Association has incurred any reasonable expenses for attorney's fees or other costs of pursuing the matter to completion, such Association expenses as are reasonably related to the resolution of the dispute including but not limited to fees for consultation, counseling, inspection and correspondence, shall become a charge against the property to attach as a lien in the same manner as provided in Article V. hereof unless paid by the Owner on demand.

**Section 2.** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3.** The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, his respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this declaration may be amended during the first twenty-five (25) year



period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be properly recorded in Galveston County, Texas.

Section 4. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

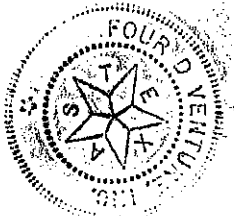
EXECUTED this 15<sup>th</sup> day of DECEMBER, 1995.

Declarant:

FOUR D VENTURE, INC.

By: Julia A. Insberville

Its: PRESIDENT



ATTEST:

Wallis M. Smith  
Sec.

Property Owners:

SETCO GENERAL CONTRACTORS

By: Jon [Signature]

Its: OWNER

[Signature]  
F. DAVID CLAYBAR

[Signature]  
PEGGY S. CLAYBAR

[Signature]  
F. KAY ECKBACH

[Signature]  
PAT ROGERS

[Signature]  
MARY ANN ROGERS

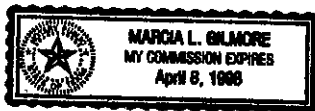
[Signature]  
LUCY S. ROY

[Signature]  
ROBERT J. CARTIER

010-83-2111

STATE OF TEXAS  
COUNTY OF Galveston

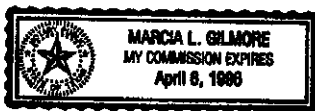
This instrument was acknowledged before me on the 15<sup>th</sup> day of December, 1995, by Julia A. Turbeville, President of FOUR D VENTURE, INC., a Texas corporation, on behalf of said Corporation.



Marcia L. Gilmore  
Notary Public, State of Texas  
Notary's Name Printed:  
Marcia L. Gilmore  
My Commission Expires: 4-6-96

STATE OF TEXAS  
COUNTY OF Galveston

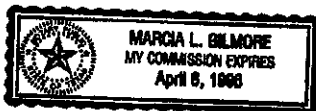
This instrument was acknowledged before me on the 16<sup>th</sup> day of December, 1995, by Tom Adams, Owner of SETCO GENERAL CONTRACTORS, on behalf of same.



Marcia L. Gilmore  
Notary Public, State of Texas  
Notary's Name Printed:  
Marcia L. Gilmore  
My Commission Expires: 4-6-96

STATE OF TEXAS  
COUNTY OF Galveston

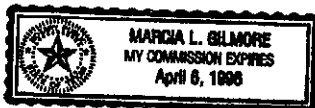
This instrument was acknowledged before me on the 16<sup>th</sup> day of December, 1995, by DAVID F. CLAYBAR and PEGGY S. CLAYBAR.



Marcia L. Gilmore  
Notary Public, State of Texas  
Notary's Name Printed:  
Marcia L. Gilmore  
My Commission Expires: 4-6-96

STATE OF TEXAS  
COUNTY OF Galveston

This instrument was acknowledged before me on the 15<sup>th</sup> day of December, 1995, by P. KAY ESHBACH.



Marcia L. Gilmore  
Notary Public, State of Texas  
Notary's Name Printed:  
Marcia L. Gilmore  
My Commission Expires: 4-6-96

010-83-2112

STATE OF TEXAS  
COUNTY OF Galveston

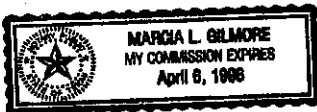
This instrument was acknowledged before me on the 15<sup>th</sup> day of December, 1995, by FAT ROGERS and MARY ANN ROGERS.



Marcia L. Gilmore  
Notary Public, State of Texas  
Notary's Name Printed:  
Marcia L. Gilmore  
My Commission Expires: 4-6-96

STATE OF TEXAS  
COUNTY OF Galveston

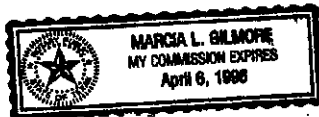
This instrument was acknowledged before me on the 15<sup>th</sup> day of December, 1995, by LUCY S. ROY.



Marcia L. Gilmore  
Notary Public, State of Texas  
Notary's Name Printed:  
Marcia L. Gilmore  
My Commission Expires: 4-6-96

STATE OF TEXAS  
COUNTY OF Galveston

This instrument was acknowledged before me on the 15<sup>th</sup> day of December, 1995, by ROBERT J. CARTIER.



Marcia L. Gilmore  
Notary Public, State of Texas  
Notary's Name Printed:  
Marcia L. Gilmore  
My Commission Expires: 4-6-96

FILED AND RECORDED  
Official Public Records of Real Property

Patricia Ritchie

1-10-96 04:39 PM DEBNER \$29.00 9601322  
Patricia Ritchie - Co. Clerk  
Galveston Co. TX

AFTER RECORDING RETURN TO:

Redmond & Sapio  
6025 Heards Lane, Suite 1-E  
Galveston, Texas 77551

**PAID**