

5578

THE STATE OF TEXAS )  
COUNTY OF POLK ) RESTRICTIONS FOR IMPALA WOODS, SECTION 1

THAT, IMPALA WOODS DEVELOPMENT COMPANY, a Texas Corporation, acting herein by and through its duly authorized officers, hereinafter called "Developer", owner of all of that certain tract of land out of the C. F. Dunnam Survey, Abstract No. 221, Polk County, Texas, as shown on Subdivision Plat entitled Impala Woods Section 1, recorded in Volume 7, Page 25 of the Plat Records of Polk County, Texas, do hereby impress, save and except those areas shown as Reserves A, B, C and D, all of the property included in such Subdivision with the following restrictions:

1. PERMANENT AND/OR TEMPORARY SINGLE FAMILY RESIDENTIAL CAMPING LOTS  
All lots shall be known and described as lots for permanent and/or temporary single family residential camping purposes only. Said lots shall not be used for business or commercial purposes.

2. CAMPING VEHICLES, BUILDINGS AND OTHER STRUCTURES  
Subject to the limitations and other provisions of these Restrictions the following may be used for camping:  
(i) Mobile campers (travel trailers)  
(ii) Portable campers (modular structures)  
(iii) Motor homes  
(iv) Mobile homes  
(v) Conventional built residence and other structures as approved by the Architectural Control Committee  
(vi) Tents

3. ARCHITECTURAL CONTROL  
No building, fence or other permanent structure of any kind shall be erected or placed on any lot until two copies of the building plans and specifications, including specifications of all exterior and roofing material, including color of paint or stain, and plat plan showing the proposed location of said improvements have been submitted to and approved in writing by the Architectural Control Committee. No Camper, Motor home, tent or other movable structure of any kind shall be erected, placed or maintained on any lot until the Architectural Control Committee has approved the design, appearance and condition of the same and has placed thereon its medallion of approval. The original Architectural Control Committee will be composed of E. D. Lyles, Jim Rawson and Jerry Leanox. Each of the original members may designate an alternate member to serve in his place or in case of the death, or inability to act of any member, the remaining members may designate an alternate member. The Architectural Control Committee may from time to time appoint one or more representatives to perform its function on the subdivision.

The purpose of the Architectural Control Committee is to provide compliance with these restrictions; to maintain proper use of the lots; to preserve so far as practicable, the natural beauty of the property; to insure against the erection or placing of buildings, campers, mobile homes and/or any other stationary or movable structure built of improper or unsuitable materials and to obtain harmonious architectural schemes. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required application, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The Committee may at any time transfer all of the powers herein given to an Architectural Control Committee composed of owners of lots in the Subdivision and appointed by the duly elected Board of Directors of Impala Woods Property Owners Association.

Neither the Developer, nor the Director or Officers of the same, nor the Architectural Control Committee, nor the members of said Committee, nor the Directors of Officers of Impala Woods Property Owners Association

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BARBARA MIDDLETON  
COUNTY CLERK  
POLK COUNTY, TEXAS

By Jacki L. Bauer  
DEPUTY  
Jacki L. Bauer

shall have any liability nor responsibility at law or in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

4. MINIMUM CAMPER AND/OR STRUCTURE REQUIREMENTS

The following are minimum requirements to be used by the Architectural Control Committee in its approval of design, appearance and condition of camper and/or structure facilities:

- (i) Mobile campers - The unit must be in good repair and of an attractive design and appearance.
- (ii) Portable campers - The unit must be of commercial quality - in good repair and of an attractive design and appearance. Portable or skid campers shall contain not less than 300 square feet of floor space in the enclosed living area, exclusive of open or screened porches or breezeways. It is especially provided that all exterior walls except redwood and cedar must be painted or stained or if not painted then constructed of an approved commercial exterior material other than metal.
- (iii) Motor Homes - The unit must be in good repair and of an attractive design and appearance.
- (iv) Mobile Homes - The unit must be in good repair and of an attractive design and appearance. Mobile homes shall be of a minimum size of 10 feet by 40 feet. A recent photograph of the unit shall be submitted with the application for approval referred to in the restrictions. Each mobile home, within 60 days, must be tied down and fully enclosed around the bottom in a manner and with materials approved by the Architectural Control Committee.
- (v) Conventional built residence (stick built) - Each conventional built residence shall contain not less than 600 square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways or garage. Exterior walls shall be constructed of masonry, wood or other commercial siding approved by the Architectural Control Committee. The exterior walls except redwood and cedar shall be painted if and as required by the Architectural Control Committee.
- (vi) Storage Buildings - The unit must be of commercial quality - in good repair and of an attractive design and appearance. All exterior walls except redwood and cedar must be painted or stained or if not painted then constructed of an approved commercial exterior material other than metal.
- (vii) Tents - Tents shall be in good repair and of an attractive design and appearance. Tents can be used for temporary camping only and cannot be left set up on the lot unattended for more than 24 hours at any one time.

5. MINIMUM COMPOSITE LOT SIZE

Any Camper and/or structure in excess of 400 square feet must be on a composite lot of no less than 4,000 square feet and any camper or structure in excess of 600 square feet must be on a composite lot of no less than 6,000 square feet.

6. REMOVAL OF NON CONFORMING CAMPERS OR STRUCTURES

In the event of default on the part of the owner or occupant of any lot in observing the requirements of these restrictions and/or the requirements of the Architectural Control Committee and with such default continuing after ten (10) days written notice thereof, Developer, the Architectural Control Committee, or its or their assigns shall without liability to the owner or occupant in trespass, damages or otherwise enter upon said lot and remove the Camper, Mobile Home or other structure in default. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay the cost of such removal immediately upon the receipt of a statement thereof.

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DEPUTY

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**7. FENCES**

Fences, subject to the approval of the Architectural Control Committee, shall be permitted to extend to the side and back lot lines and to no less than 5 feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions or shown on the plat of said Subdivision.

**8. LOCATION OF IMPROVEMENTS ON LOT AND COMPOSITE SITE**

No building, mobile home, camper or structure other than a fence shall be located nearer to the side street line than 5 feet or nearer to the side lot line or rear lot line than 5 feet. "Side lot line" and "rear lot line", respectively, as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot, if respectively, the combined width of said contiguous whole and/or fractional lots is at least 30 feet at the widest portion thereof, and if the combined depth of said contiguous whole and/or fractional lots is at least 70 feet at the deepest portion thereof, but no other use may be made of any lot of fractional lot to the extent it has been grouped to alter these minimum setback requirements. No building, mobile home, camper or structure other than a fence shall be located nearer to the front lot line than 10 feet.

**9. UTILITY EASEMENTS**

There is hereby reserved the utility easements and drainage easements as shown on said plat of said subdivision and along and within 5 feet of the side and rear lines of all lots hereunder, and an easement along and within 10 feet of the street lines of all lots hereunder and an easement over all streets for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such rights of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for the use of all public utility companies an unobstructed aerial easement ten (10) feet wide from a plane fifteen (15) feet above the ground upward, located adjacent to the said easements reserved hereby; and all easements shown on the plat for electric facilities.

**10. DEVELOPERS' EASEMENTS AND LOT USES**

Developer reserves unto itself and its assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, waste water disposal lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this subdivision with water and waste water disposal.

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POLK COUNTY, TEXAS

BY *Jacki L. Bayer*  
DEPUTY

*Jacki L. Bayer*



Also, the Developer and its designees and/or its assigns may, on any lot and/or lots then owned by Developer, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, community center buildings, sales offices, signs, water wells and related pumping, storage, operation and maintenance facilities.

11. SANITARY PLUMBING AND SYSTEMS

No outside toilet or privy shall be erected or maintained on any lot hereunder.

All sanitary plumbing, septic tanks, lateral lines and holding tanks shall conform with the requirements of the Health Department of the State of Texas, the Texas Water Quality Board, the Trinity River Authority (if applicable) the Local Health Authorities (if applicable); no sewage nor effluent shall be disposed of upon, in, nor under any lots hereunder except into a septic tank, holding tanks, or other approved system. Self contained sanitation systems may be used by temporary campers, provided each meets the State of Texas environmental and pollution regulations and is constructed to be gas and odor tight. All self contained sanitation systems (permanently installed in a mobile camper or motor home with holding tanks, or self contained portable units) must be evacuated when needed and maintained in a sanitary condition without odor. Self contained systems may be emptied in designated dump station only.

12. TRASH AND PITS

No pits, holes or other excavation shall be dug on any lot in the Subdivision except in connection with the actual construction of the foundation of the improvements to be erected thereon. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

13. PROHIBITION OF OFFENSIVE ACTIVITIES

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

14. LOT NOT USED AS STREET

No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Developer, its successors and assigns.

15. 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 and/or camping 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 and refrigerators and other large appliances shall not be placed out of doors. 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, damages 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.

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16. SIGN BOARDS

No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any lot of the Subdivision; except that one (1) sign containing not more than three (3) square feet of surface area may be displayed for the sale of a dwelling and lot, but only after the construction of the dwelling house has actually been started. No such signs for the sale of unimproved lots shall be permitted.

Notwithstanding anything to the contrary contained herein, the Developer reserves for itself and designated agent or agents the right to use any lot or lots for a temporary office location and the right to place a sign on any lot.

17. ANIMAL HUSBANDRY

No animals or birds, other than household pets, shall be kept on any lot.

18. HUNTING AND FIRE ARMS

No hunting or discharging of fire arms shall be permitted on any lot or on any part of the subdivision.

19. WATER WELLS

No water well shall be drilled upon any of the said numbered lots by the owners thereof for one (1) year from the date hereof, nor so long thereafter as water for domestic uses shall otherwise be available to the owners of said lots; but nothing herein contained shall be construed as prohibiting the said Developer, its successors, assigns or nominees, from drilling a well or wells on the reserved area or any lot of said Subdivision for the purpose of supplying water to the owners of any property in said Subdivision or in any addition thereto.

20. PRIVATE STREETS

All of the roads and streets within the Subdivision are private, will remain private, and will be maintained from the Maintenance Assessments provided for herein. Additionally, the County of Polk will never be requested by Developer, the Property Owners Association, or any of the Property Owners individually to accept the roads and streets for maintenance.

21. IMPALA WOODS PROPERTY OWNERS ASSOCIATION, INC.

Definitions:

- (a) "Association" shall mean and refer to Impala Woods Property Owners Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraphs 22 and 24.
- (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, if any, owned by the Association for the common use and enjoyment of the owners.
- (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 areas and all reserves.

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DEPUTY

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22. 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 the following: (1) 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 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 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 Association without recourse on Developer in any manner for the payment of said charge and indebtedness.

23. 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 streets and common area. The proceeds of the regular annual assessments shall not be used to reimburse Developer for any capital expenditures incurred in construction of the recreation facilities. However, so that the Association may maintain an orderly maintenance program, Developer may from time to time advance funds to the Association and such advances shall be a credit against the maintenance assessments due by Developer under Paragraphs 24 and 29.

24. MAXIMUM ANNUAL ASSESSMENTS

On January 1, 1982 the maximum monthly assessment shall be Five and 50/100 Dollars (\$5.50) per lot, the owner of which owns only one lot and Three and No/100 (\$3.00) per lot for all lots in excess of one.

- (a) From and after January 1 of the above mentioned year the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year up to \$8.50 and \$5.00 per lot respectively, without a vote of the membership. This increase may be cumulative.
- (b) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum allowable for any one year.

25. OWNER'S EASEMENT OF ENJOYMENT

Every owner shall have a right and easement of enjoyment in and to the common area 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 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 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.

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COUNTY CLERK  
POLK COUNTY, TEXAS



BY *Jacki Sawyer*  
DEPUTY

*Mark L Bauer*

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

26. DELEGATION OF USE

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

27. 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 memberships:

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 on 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 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 of 1982.

28. ANNEXATION

An overall preliminary plan showing all areas to be ultimately included in the Association's boundaries is on file in the office of the Developer.

29. RATE OF ASSESSMENT

Each lot shall commence to bear their applicable maintenance fund assessment from the earlier of the date of the agreement for deed from Developer as seller to a purchase or of the conveyance by Developer as Grantor. Lots owned by Developer are not exempt from assessment but shall be assessed at the rate of one-half of the annual assessment above. Lots owned by Developer reacquired after sale by repossession or cancellation of sales contracts shall again be assessed at the rate of one-half of the annual assessment above and neither the lot nor the Developer shall be liable for non-paid assessments before the time of repossession or sales contract cancellation. Lots owned by Developer reacquired after sale as a trade-in shall again be assessed at the rate of one-half of the annual assessment above. The rate of assessment for an individual lot, within a calendar year, can change as the character of ownership changes. The applicable assessment for such a lot shall be prorated according to the rate required of each type of ownership.

30. EFFECT OF NON-PAYMENT OF ASSESSMENTS

Remedies of the Association. 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 his lot.

31. 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

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DEPUTY

Jacki L. Bayer

payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability of any assessments thereafter becoming due or from the lien thereof.

32. ENFORCEMENT

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 those deed restrictions. 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.

33. 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.

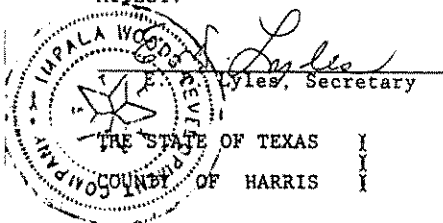
34. AMENDMENT TO THE ABOVE DEED RESTRICTIONS

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, unless a simple majority of the then owners elect to annul the restrictions.

WITNESS THE EXECUTION hereof on this the 26 day of December, 1977.

ATTEST:

IMPALA WOODS DEVELOPMENT COMPANY



*[Signature]*  
Lyles, Secretary

By: *[Signature]*  
O. Dean Couch, Jr., President

BEFORE ME, the undersigned authority, on this day personally appeared *O. Dean Couch, Jr.*, President of IMPALA WOODS DEVELOPMENT COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said IMPALA WOODS DEVELOPMENT COMPANY, a Corporation, and that hhe executed the same as the act of such corporation for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21<sup>st</sup> day of December, 1977.

*[Signature]*  
Notary Public in and for Harris County, Texas

Notary Public in and for Harris County, Texas  
My Commission Expires December 31, 1978



THE STATE OF TEXAS  
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 23<sup>rd</sup> day of December, 1977, at 9:00 o'clock A.M. and was this day duly recorded at 8:00 o'clock AM, in Vol. 339, Pages 143 et. seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 3<sup>rd</sup> day of JANUARY, 1978.



ALINE STEPHENSON  
Clerk, County Court, Polk County, Texas

By: *[Signature]* Deputy

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