

FROST FARMS II RESIDENTIAL ASSOCIATION

2541142

4153955
09/15/03

\$11.00 Deed

AMENDEDMENT

TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FROST FARMS II, A SUBDIVISION OF DESOTO, TEXAS DATED MARCH 30 1993. ARTICLE VIII, SECTION 8.02 AND 8.08. WAS APPROVED TO AMEND BY OWNERS OF PROPERTIES WITHIN FROST FARMS II. DATED 8-21-03. EXECUTED BY THE BOARD OF DIRECTORS, RESIDENTIAL ASSOCIATION.

ARTICLE VIII SECTION 8.02 STRUCTURAL RESTRICTIONS

UNLESS OTHERWISE EXPRESSLY PERMITTED BY THE ARCHITECTURAL CONTROL COMMITTEE HEREINAFTER DESIGNATED, NO STRUCTURE SHALL BE ERECTED ON ANY LOT WITH MATERIALS OTHER THAN BRICK, BRICK VENEER, STONE OR STONE VENEER, STUCCO, OR STUCCO VENEER. UNLESS THE ABOVE NAMED MATERIALS CONSTITUTE AT LEAST 80% OF THE TOTAL OUTSIDE AREA. OPENINGS AND GLASS AREAS SHALL BE CONSIDERED TO BE OF MATERIAL WHICH IS ON EITHER SIDE OF IT. ALL EXTERIOR CHIMNEYS AND FIREPLACES SHALL BE 100% MASONRY CONSTRUCTION.

ONLY CUSTOM DESIGNED SINGLE FAMILY RESIDENTIAL DWELLINGS THAT ARE COMPATIBLE WITH EXISTING HOMES WILL BE CONSTRUCTED IN THE SUBDIVISION.

THE TOTAL FLOOR AREA OF THE MAIN STRUCTURE EXCLUSIVE PORCHES, GARAGES, PATIOS, TERRACES AND BREEZEWAYS SHALL NOT BE LESS THAN 3,000 SQUARE FEET. THE WIDTH OF THE FRONT OF THE MAIN STRUCTURE SHALL BE IN HARMONY WITH OTHER DWELLINGS IN THE ADDITION.

NO DWELLING OR RESIDENCE OR ANY STRUCTURE SHALL BE DESIGNATED, PLANNED, OR CONSTRUCTED OF MORE THAN TWO (2) STORIES IN HEIGHT, EXCEPT WITH THE EXPRESS PERMISSION OF THE ARCHITECTURAL CONTROL COMMITTEE HEREIN DESIGNATED.

ARTICLE VIII SECTION 8.08 GARAGE AND SERVANTS QUARTERS

ANY GARAGES, SERVANTS QUARTERS, STORAGE ROOMS, OR CARPORTS ERECTED OR PLATED ON ANY PORTION OF THE PROPERTIES, MUST BE ATTACHED TO THE MAIN STRUCTURE UNLESS OTHERWISE EXPRESSLY PERMITTED BY THE ACC. EACH GARAGE SHALL OPEN TO THE REAR OR SIDE OF THE RESIDENTIAL LOT SO AS NOT TO DIRECTLY FACE THE RESIDENTIAL STREET, UNLESS OTHERWISE EXPRESSLY PERMITTED BY THE ACC. GARAGES SHALL PROVIDE SPACE FOR A MINIMUM OF THREE CONVENTIONAL AUTOMOBILES. PORTA COCHERES MUST ALSO HAVE THE APPROVAL OF THE ACC.

2003 182 11657

IN WITNESS WHEREOF THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AS
OF THE 4 DAY OF Sept 2003.

FROST FARMS II JOINT VENTURE, A TEXAS JOINT VENTURE

BY Coy E. Morgan
COY E MORGAN PRESIDENT

STATE OF TEXAS

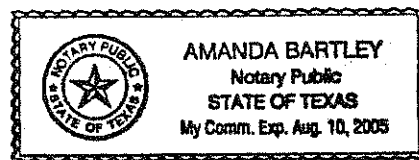
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN THE STATE OF TEXAS, ON THIS
DAY PERSONALLY APPEARED COY E MORGAN PROPOSED AMENDMENT TO THE AMENDED AND
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FROST FARMS ILS
SUBDIVISION OF DESOTO, TEXAS ARTICLE VIII, SECTION 8.02 AND 8.08. A TEXAS JOINT
VENTURE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING
INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES
AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED AND AS THE ACT
AND DEED OF SUCH JOINT VENTURE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 4th DAY OF September 2003

MY COMMISSION EXPIRES:
8-10-05

Amanda Bartley
notary public, state of texas



69911 281 0002

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

STATE OF TEXAS

COUNTY OF DALLAS

I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hereon by me.

SEP 15 2003



Cynthia Figueroa Calhoun
COUNTY CLERK, Dallas County, Texas

FILED

2003 SEP 15 PM 2:43

CYNTHIA FIGUEROA CALHOUN
COUNTY CLERK
DALLAS COUNTY

Y0101AB / J
A DAY VISE
CAVSTRO 507
1000 ST PL A 010 1000



RETURN TO:

NAME Coy Morgan
ADDRESS 1121 Longmeadow Lane
CITY Desoto Tex 75115

(c) Fidelity bond for all officers and employees of the Association having control over the receipt or the disbursement of funds in such penal sums as shall be determined by the Association in accordance with its Bylaws.

(d) Officers and directors liability insurance.

7.02 Insurance Proceeds. Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Association as the Board of Directors may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

7.03 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article V of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as such Owner's undivided responsibility, pay any excess costs of repair or replacement.

7.04 Mortgagee Protection. There may be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee's or lender's loss payable clause; provided, however, that amounts payable under such clause to the mortgagee may be paid to the Association to hold for the payment of costs of repair or replacement. The Association shall be responsible to hold said monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall ensure that all mechanics', materialmen's and similar liens which may result from said repairs or replacements, are satisfied.

7.05 Destruction of Improvements on Individual Lots. In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause each Lot Owner covenants and agrees to complete all necessary repairs or reconstruction of the damaged improvements within one (1) year of the date that the damage occurs.

ARTICLE VIII ARCHITECTURAL CONTROL STRUCTURAL RESTRICTIONS - USE OF LOTS - CONSTRUCTION IMPROVEMENTS AND PROTECTIVE COVENANTS

8.01 Residential Lots. All Lots shall be known and described as residential lots. No building or structure shall be erected, altered, placed or permitted to remain on any residential Lot other than a separate attached free-standing single family dwelling and its customary and usual accessory structures (unless otherwise prohibited herein). Prohibited structures, uses and operations shall include, but not be limited to, duplex houses, apartment houses, commercial and professional uses (except for the initial construction and sale of single family dwellings), condominiums and townhouse uses, drilling for oil, gas or other minerals, quarrying or mining, placing or maintain on the premises any tanks, wells, shafts, mineral excavations, derricks, or structures of any kind incident to any such oil, gas or other mineral operation.

8.02 Structural Restrictions. Unless otherwise expressly permitted by the Architectural Control Committee hereinafter designated, no structure shall be erected on any Lot with materials other than brick, brick veneer, stone or stone veneer, stucco or stucco veneer unless the above named materials constitute at least 80% of the total outside area. Openings and glass areas shall be considered to be of the material which is on either side of it. All exterior chimneys and fireplaces shall be 100% masonry construction.

Only custom designed single family residential dwellings that are compatible with existing homes will be constructed in the subdivision.

The total floor area of the main structure exclusive of porches, garages, patios, terraces and breezeways shall not be less than 2,500 square feet. The width of the front of the main structure shall be in harmony with other dwellings in the addition.

No dwelling or residence or any structure shall be designated, planned or constructed of more than two (2) stories in height, except with the express permission of the Architectural Control Committee herein designated.

8.03 Architectural Control Committee (Hereinafter "ACC"). No building shall be erected, placed or altered on any building plat in this subdivision until two complete sets of building plans and specifications and two plot plans of the location showing drainage for lot and location of such building shall have been delivered to the ACC designated as hereinafter provided, and until such building plans, specifications and plot plan shall have been approved in writing by the ACC as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained. One copy of such plans, specifications and plat plan shall be retained by the ACC and the second copy shall be redelivered to the owner of the Lot with the approval of the ACC appropriately endorsed thereon. The ACC is authorized to delegate to one or more representatives the authority to perform the duties of the ACC as set forth herein. In the event the ACC, or its designated representative, fails to approve or disapprove any building plans, specifications and plot plans within thirty (30) days after the same are submitted to it, and if all terms contained in these restrictions have been complied with, the ACC shall be deemed to have approved such plans within thirty (30) days after the same are submitted to it. The ACC shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof. The ACC shall receive no fees or compensation for its services.

8.04 Amendments. At any time, the owners of the legal title to seventy percent (70%) of the Lots within the subdivision (as shown by the records of Dallas County, Texas) may amend the covenants, conditions and restrictions set forth herein by filing an instrument containing such amendment in the Office of the County Clerk of Dallas County, Texas.

8.05 Setbacks. All dwellings or residences erected or placed on any portion of the subdivision shall face the road or street upon which the Lot faces, as the same is platted on the plat of the subdivision, or as may be otherwise prescribed in the deed conveying the same, and no portion of any structure shall be nearer to the road or street property line of said Lot than as designated on said plat, and no structure of any kind (either dwellings or outhouses) shall be nearer than three (3) feet in accordance with the requirements of the City of DeSoto to any inside line of any Lot unless otherwise approved by the Architectural Control Committee.

8.06 Fences. No fences, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line indicated on the recorded plat of the subdivision. No fence, wall or hedge shall exceed eight (8) feet in height unless specifically required otherwise by the City of DeSoto. No chain link or other wire fences are allowed. All wooden fences shall: (i) be of solid wood material (except structural components); (ii) have a minimum height of six (6) feet and maximum of eight (8) feet; (iii) have slats measuring between four (4) and six (6) inches wide; (iv) slats must be installed vertically only; and (v) not be painted or stained; provided, however, that clear or neutral stain, that does not conflict with the cosmetic surroundings, may be used.

Given the variety of potential fencing and screening configurations and materials, it is understood that the restrictions contained in this Section 8.06 may not be exhaustive; therefore, no fence, wall or hedge on any Lot shall be erected, placed, altered, painted or stained inconsistent with this Article 8.06, without the prior written approval of the ACC.

8.07 Offensive Activities. No noxious or offensive activity of any kind whatsoever shall be carried on upon the Properties, nor shall there be permitted any act thereon that may be or become any annoyance or nuisance to the owners or occupants of portions of the Properties.

8.08 Garage and Servants Quarters. Any garages, servants quarters, storage rooms, or carports erected or plated on any portion of the Properties, must be attached to the main structure unless otherwise expressly permitted by the ACC. Each garage shall open to the rear or side of the residential Lot so as not to directly face the residential street, unless otherwise expressly permitted by the ACC. Garages shall provide space for a minimum of two conventional automobiles. Porta cocheres must also have the approval of the ACC.

8.09 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

8.10 Easements. All easements shown on the plat of the subdivision for the purpose of installation of and maintenance of public utilities and all assessments hereafter granted for such purposes by the undersigned, its successors and assigns, shall be strictly observed and shall not be in any manner obstructed so as to hinder any such easements.

8.11 Signs. No signs or flags for advertising purposes shall be displayed to the public view by homeowners or builders, excepting only one "For Sale" and one "Open" sign of customary dimensions (3'x4' maximum) advertising said property for sale.

8.12 Roofs. All buildings constructed on the Properties shall have a roof covering of 30 yr. warranty, 300 lb., fiberglass class A1 fire resistant shingles, of near identical color of existing roofs. Advanced state of the art superior shingles may be used after approval of the ACC. The minimum weight of composition shingles shall be 300. The roof pitch of any structure shall be 8'x12' minimum and 12'x12' maximum. Any deviation of roof pitch must be approved by the ACC.

8.13 Garbage - Weeds. Unless otherwise expressly permitted by the ACC, garbage containers shall be placed so as not to be visible from the street on any residential Lot, and be constructed of a material that is harmonious with the exterior of the home. Owners of Lots,

whether built on or not, must keep the Lots free of weeds and debris. If at anytime, an Owner of any residential Lot shall fail to control weeds, unsightly growth and debris that is on a Lot, the Declarant or its successors or assigns, or any other Lot Owner within the addition shall have the right to go on said Lot and mow and clean and bill the owner of record for such charges. Such assessments, together with such interest thereon at the highest lawful rate and costs of collection thereof, shall be a charge on the land, and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereof and cost of collection thereof, shall also be the continuing personal obligation of the person who was the owner of such Lot at the time when the assessment occurred. Each and every Owner of any Lot in the subdivision, by the acceptance of a deed of other conveyance of such Lot shall be deemed to covenant and agree to pay such assessments. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

8.14 Antennas and Aerials. All television antennas and other antennas and aerials shall be located inside the attic or under the roof, unless otherwise expressly permitted by the ACC. Dish antennas must comply with the City of DeSoto ordinances.

8.15 Retaining Walls. Construction of retaining walls located along the side property lines will be the responsibility of the "higher" or "upper" Lot Owner. All retaining walls in front of the house and to the side of the house where a street runs parallel to the Lot shall be constructed of concrete, rock, or brick identical to the brick used for construction of the dwelling. Retaining wall materials used on the back of Lots and the side of Lots, not facing a street, other than the foregoing, must be approved by the ACC.

8.16 Landscaping and Drainage. Landscaping of a Lot must be completed within sixty (60) days after the date on which the main structure is 93% complete. No dams shall be constructed nor any other alteration or change shall be made in the courses of flow of any creek crossing or abutting any Lot, without the approval of the ACC. All Lots shall be graded so that surface water will flow directly to street or alley without crossing any other Lot.

8.17 Vehicles. All boats, trailers and vehicles that are not conventional means of transportation must be placed in a garage or fenced area which is not visible from the front of the residence.

8.18 Mailboxes. All mailboxes shall be constructed of brick identical to that of the residence and must be consistent in size and shape with existing mailboxes.

8.19 Basketball Goals/Hoops. Basketball goals/hoops, backboards and nets shall be permitted; however, in no event shall such structures be allowed in an area between the front of the dwelling and the street adjacent thereto.

8.20 Building Permits. The building inspector of the City of DeSoto, Texas, or other municipal authority, is hereby authorized and empowered to refuse or revoke, as the case may be, any and all permits for construction of improvements of any kind or character to be erected or placed on any of the hereinabove described property, if such improvements do not conform to and comply with the restrictions set out herein.

8.21 Waiver by ACC. The ACC may, in its discretion, waive such other variations from these restrictions as the ACC deems not to be inconsistent with the general tenor and purpose of these restrictions.

8.22 Enforcements. Enforcement of these covenants and restrictions shall be by a proceeding initiated by a person or persons owning any residential Lots within the Properties or by any member of the ACC, or by the City of DeSoto against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for violation, or both. The ACC, and each of its appointed members, shall have an election and right, but not an obligation or duty, to reenforce covenants and restrictions by a proceeding or proceedings at law or in equity.

8.23 Duration. The restrictions hereinabove set forth, each of which shall be deemed to be a real property covenant, shall run with the land and shall be binding upon the undersigned and all persons claiming under the undersigned, and their respective successors, heirs,, personal representatives and assigns until January 31, 2020, and said restrictions shall be automatically extended thereafter for successive ten year periods, unless a seventy percent (70%) majority of the Owners of the Lots shall in writing change or modify the same in whole or in part by action taken during the year 2020 or during the last year of any succeeding ten year renewal period. The foregoing restrictions shall be applicable only to the Properties and not to other property which may be owned by the undersigned or by the other Owners.

8.24 Service Facilities. All clothes lines or service facilities must be enclosed within walls, fences or landscaping, so as not to be visible from outside the Lot.

8.25 Public Use Permitted. Any restrictions contained herein shall not be intended to restrict or prohibit, and shall not restrict or prohibit the State of Texas or any political subdivision thereof, including the City of DeSoto and the DeSoto Independent School District, from using any of the property affected hereby for public purposes, regardless of the nature of said use.

8.26 Validity. Violation or failure to comply with these covenants and restrictions shall not affect the validity of any mortgages, bona fide lien or other similar security instrument which may be then existing on any residential Lot. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the City of DeSoto then such municipal requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in any land within the Properties shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to all the covenants and restrictions set forth herein. Words of any gender used herein shall be held and construed to include any other gender, and words, in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

ARTICLE IX USE OF COMMON PROPERTIES

The Common Properties may be occupied and used as follows:

9.01 Restricted Actions by Owners. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Properties.

9.02 Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, pets, or invitees.

9.03 Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees.

ARTICLE X GENERAL PROVISIONS

10.01 Severability. Invalidity 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.

10.02 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

10.03 Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

10.04 Notices to Mortgagees. If a holder of a mortgage on a Lot shall notify the Association of its address and the identity of the Lot and Owner covered by and granting such mortgage, then such holder(s) shall be entitled to receive, written notification from the Association of any default by the respective mortgagor/Member/Owner in the performance of such mortgagor's/Member's/Owner's obligation(s) as established by this Declaration.

10.05 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Association Bylaws, shall be determined by the Board of Directors, whose reasonable determination shall be final and binding upon all Owners.

FROST FARMS II RESIDENTIAL ASSOCIATION

2293284

3843354

\$13.00 Deed

04/21/03

TO: OWNERS OF PROPERTIES WITHIN FROST FARMS II

FROM: BOARD OF DIRECTORS, RESIDENTIAL ASSOCIATION

SUBJECT: AMENDMENT - COVENANTS, CONDITIONS, AND RESTRICTIONS

1. Reference is made to the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Frost Farms II," dated 30 March 1993. Attached is a proposed amendment to Article VIII, of the reference.
2. The proposed amendment addresses the construction of "garden/tool sheds" on the properties within the development. The intent of the amendment is to preserve the caliber of quality, design, and appearance of the residential area, as well as provide specific guidance to the homeowners.
3. Certain sections allude to such structures, but do not outline the necessary restrictions. Section 8.02, "Structural Restrictions," essentially addresses the construction of the residential dwelling ("the main structure"). Section 8.08, "Garage and Servant Quarters," prohibits "unattached storage rooms." The amending of either of these sections may then present an unforeseen, and undesirable, possibility (such as, the construction of a wood ^{frame} exterior with brick accents, or an actual storage shed).

Proposed add
Done *ok*
ok
ok
ok
ok

2003 075 08619

FROST FARMS II RESIDENTIAL ASSOCIATION

PROPOSED AMENDMENT
TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FROST FARMS II, A SUBDIVISION OF DESOTO, TEXAS

ARTICLE VIII, SECTION 8.27

There shall be no more than one (1) unattached structure on the property. Such structures shall be custom-made, of a permanent nature, and be constructed of any combination of the same materials used in the outside area of the main residential structure (specifically, wood facing, brick, brick veneer, stone or stone veneer, stucco or stucco veneer). The structure shall not exceed 150 square feet, nor more than one (1) story in height.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE
EXECUTED AS OF THE 17 DAY OF April 2003

FROST FARMS II JOINT VENTURE, A TEXAS JOINT VENTURE

BY

Coy E. Morgan
COY E MORGAN PRESIDENT

STATE OF TEXAS

COUNT OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN THE STATE OF TEXAS,
ON THIS DAY PERSONALLY APPEARED COY E MORGAN PROPOSED AMENDMENT TO THE AMENDED
AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FROST
FARMS II, S SUBDIVISION OF DESOTO, TEXAS ARTICLE VIII, SECTION 8.27. A TEXAS JOINT
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AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED AND AS THE ACT
AND DEED OF SUCH JOINT VENTURE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 17th DAY OF April 2003

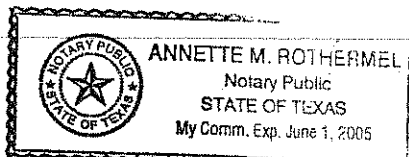
MY COMMISSION EXPIRES:

June 1, 2005

Annette M Rothermel

NOTARY PUBLIC, STATE OF TEXAS

Annette M Rothermel



2003 075 08621

