

2002-052687

078-10-0830

NOTICE OF EXTENSION OF RESTRICTIONS

34
25 names

THE STATE OF TEXAS:

COUNTY OF MONTGOMERY:

That the persons whose signatures appear below being all the record owners of tracts of land in Wistaria Farms, Section 1, an unrecorded subdivision containing 22.686 acres out of and a part of the Roscoe Seyle 123 acres of land, more or less, situated in the John Scott Survey, Abstract No. 512, Montgomery County, Texas, do hereby declare that the restrictions as set out in an instrument recorded in Volume 635, Page 17 of the Deed Records of Montgomery County, Texas, dated March 31, 1967, are hereby extended for a period of ten years from January 1, 2002, as set forth below.

WHEREAS, it is the desire of Wistaria Farms, Section 1, property owners to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision.

NOW THEREFORE, property owners Wistaria Farms, Section 1, hereby adopts, establishes and imposes upon Wistaria Farms, Section 1, and declares the following reservations, easements, covenants, restrictions and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the land, which reservations easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall insure to the benefit of each owner thereof.

1. CONSTRUCTION:

(A) All lots shall be know and described as lots for residential purposes only. Only one single-family residence may be erected or permitted to remain on any lot. Occupancy of each residence is limited to one family related by blood, marriage or adoption. Said lots shall not be used for business purposes of any kind nor for any commercial, manufacturing or apartment house purposes. No movable buildings, including but not limited to mobile homes and house trailers, shall be placed on any lot.

(B) No residence shall be erected or placed upon any tract which does not contain at least one thousand eight hundred (1,800) or more square feet of living area, exclusive of garages and open porches.

(C) If the exterior of the residence is of a material other than brick stone, stucco, redwood, cedar, or material not commonly decorated or painted, then and in that event, the exterior shall be painted with at least two (2) coats of paint.

(D) When construction of the residence is begun, it shall be completed within one year from date of original construction and no construction material or equipment shall be stored on the property until such time as construction is to begin and to be continued with reasonable diligence.

(E) After the completion of the main residence, the lot owner shall have the right to construct guest or servants' houses in back of the main residence, but such guest or servants' house shall contain not less than two hundred eighty (280) square feet of living area and shall meet the same specifications as those of the main residence in regard to construction, materials and painting.

(F) Fencing shall be of decorative construction.

2. BUILDING LOCATIONS:

No building or other structure shall be located closer than thirty (30) feet to the street upon which said building or structure fronts. All corner tracts shall have a ten (10) foot building line on their side line adjacent to the side street. No building shall be located nearer than five (5) feet to any interior tract line, except, however, in the event that more than one building is located on one tract, the combined areas shall be considered as one tract in any determinations of this clause, the building lines shall include open porches and garages, or any other abutting structures to the principal residence.

3. TRACT AREA:

No tract shall be re-subdivided, except for the purposes of serving the tracts immediately adjacent thereto; and any such tract so re-subdivided shall be deemed to constitute a part or portion of the tracts immediately adjacent thereto, and each of such adjacent tracts shall then be treated as one area.

4. USE:

(A) No dwelling shall be erected, altered, placed or permitted to remain on any of said tracts other than a single residence designated and constructed for use by a single family, together with such servants' quarters, guest houses, garages and other structures as may be suitable and proper for the use and occupancy of said residence as a single family dwelling; or shall any residence constructed thereon be converted into or thereafter used as a duplex apartment house or any other form of multiple family dwelling; or shall any residence or

combination of residences on separate tracts be advertised for use or used as a hotel, tourist cottage or tourist courts, or as places of bode for transient persons.

(B) No trees shall be cut on a tract without the written consent of current lienholder.

(C) No building shall be occupied or used until the exterior thereof is completely finished, without the written consent of current lienholder.

(D) In no event shall any tract be used for business or commercial purposes, such as beauty parlor day/child care or store.

5. GARBAGE & SEWAGE:

(A) Garbage and trash shall be disposed of at least once a week. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered, sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right of way.

(B) All sewage shall be handled by connections to a sewage system or by septic tanks of not less tan five hundred (500) gallon capacity, with an adequate field system for distribution of waste, all of which shall meet state and county health standards. No septic tanks or outlets shall be permitted to drain into road or street ditches or into natural drains.

6. NUISANCES:

No noxious or offensive trade or activity shall be carried or maintained on any tract I said subdivision, nor shall anything be done thereon which may be or

become a nuisance I the neighborhood. A nuisance shall include, but is not limited to: outside toilets; trucks larger than one (1) ton, which is parked on tracts or roads or permanently kept on property; any motor vehicle not properly licensed by the State of Texas; and junk or wrecking yards, automobiles, trucks or other vehicles used for parts.

7. MINERALS:

The original owners of the subdivision, ROSCOE SEYLE and wife, LOTTIE B SEYLE, reserved unto themselves, their heirs and assigns, forever, all of the oil, gas and other minerals in, to, on and under and/or that may be produced from the lands within such subdivision, WISTARIA FARMS, SECTION 1; and all Contracts for Deed and all conveyances shall cover and include surface estate only in and to the tracts within the subdivision.

8. EASEMENTS:

An easement is reserved over and across all tracts I the subdivision, for the purpose of installing, repairing and maintaining utilities to serve the subdivision, as well as to serve any other lands adjacent or contiguous to the subdivision.

9. FIREARMS:

No firearms, including air rifles of any type, shall ever be fired on or from public areas, which include parks, lake, roads and easements.

10. SIGNS:

No signs of any kind shall be displayed to the public view on any tract, except for one sign of not more than five (5) square feet, advertising the property for sale or for rent, or for signs used by a builder to advertise the property during

the construction and sales period; and street signs

11. ANIMALS:

No horses, cows, goats, hogs, poultry or livestock of any kind, other than house pets, may be kept on said property. House pets shall not be allowed to run free and unattended.

12. ROADS, STREETS, PARKS & LAKE:

All roads and streets are hereby give to the County by prescriptive rights for their maintenance and improvements of grading topping/paving, with the condition that no trees be cut in/on easements or widening of existing roads, nor the digging of ditches along side of streets or easements; the parks and lake are dedicated to the use and benefit of the various owners within the subdivision.

ROSCOE SEYLE and wife, LOTTIE B. SEYLE, reserve unto themselves, their heirs and assigns the right to establish utility easements along the roads, streets and existing HL&P Co. easement within the subdivision

13. MAINTENACE FUND:

Each tract sold shall be subject to an annual maintenance fund of \$40.00 per year, payable in November each year by each property owner. Fee shall be collected and disbursed by Wistaria Farms Civic Club

14. LIMITATION:

These restrictions and covenants shall run with the land and are to be binding upon all parties, both Sellers and Purchasers, and upon all persons claiming under them, until January 1, 2012, at and after which time said

restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless, by vote of a majority of the then owners of the lots, it is voted to change same, in whole or in part.

All restrictions and covenants are for the benefit of the entire subdivision and shall be binding upon the purchasers or their successors, heirs and assigns.

Invalidation of any one of the restrictions and covenants by judgement of any Court shall in no way affect any of the other provisions which shall remain in full force and effect.

All of the restrictions, easements and reservations herein provided and adopted as a part of said subdivision shall apply to each and every tract therein and shall be taken and deemed as covenants running with the land; and, when such tract or tracts are conveyed the same shall be conveyed subject to such restrictions and reservations herein and also subject to such as are shown on the unrecorded map or plat of said WISTARIA FARMS, SECTION 1; and tracts where such reservations, easements, restrictions, etc, are so referred to by reference thereto in any such Deed or conveyance to any tract or tracts in said unrecorded subdivision, the same shall be of the same force and effect as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance, and each Contract and Deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions reservations easements and restrictions as hereinstated and set forth.

Upon any violations or attempt to violate any of the covenants herein, it shall be lawful for the WISTARIA FARMS, SECTION 1, CIVIC CLUB or any

other lot owner to prosecute any proceedings at law or in equity against te person
or persons violating or attempting to violate any such covenant and either to
prevent him or them from doing so or to recover damages or other dues for such
violations.

WITNESS OUR HANDS this, the _____ day of _____, 2002.

William Scott
William Scott, Lot 1&2

Marilyn Scott
Marilyn Scott, Lot 1&2

Charles Kerr
Wilburn C. Kerr, Lot 3,4,5

Cora Annette Kerr
Cora Annette Kerr, Lot 3,4,5

Henry Dean, Lot 6&7

Nina Dean, Lot 6&7

Mitchell Sims
Mitchell Sims, Lot 8&9

Susan Sims, Lot 8&9

Michael Clack
Michael Clack, Lot 10

Shawna Clack
Shawna Clack, Lot 10

John W. Shivers
John W. Shivers, Lot 11,12, & 17

Dorothy Shivers
Dorothy Shivers, Lot 11, 12, & 17

Ron Becker, Lot 13

Mary Becker, Lot 13

Curtis Robb
Curtis Robb, Lot 14 & half 15

Janet Robb
Janet Robb, Lot 14 & half 15

Leon Combs
Leon Combs, Lot 16 & half 15

Sue Combs
Sue Comb, Lot 16 & half 15

Preston E. Cutbirth
Preston Cutbirth, Lot 18,19, & 20

Elizabeth Cutbirth
Elizabeth Cutbirth, Lot 18,19, & 20

Buddy Griffin
Buddy Griffin, Lot 21

Earline Griffin
Earline Griffin, Lot 21

Sam Rodrigues

Sam Rodrigues, Lot 22

Marie Rodriguez

Marie Rodriguez, Lot 22

Jack Carr

Jack Carr, Lot 25 & half 24

Mary Carr

Mary Carr, Lot 25 & half 24

Kenneth Trahan

Kenneth Trahan, Lot 26 & 27

DOLORES DE Paula K. Trahan

Paula Trahan, Lot 26 & 27

Robert D. Pumphrey

Robert D. Pumphrey, Lot 28 & 29

Mary Pumphrey

Mary Pumphrey, Lot 28 & 29

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

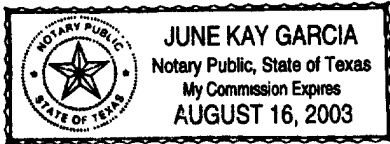
Return to
Annette Kern
31410 Wistaria
Magnolia St
77355

THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared William Scott 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

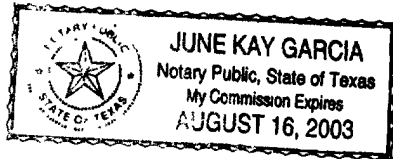
THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Marilyn Scott Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.

June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS



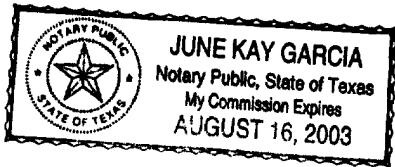
June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Charles Kerr 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

THE STATE OF TEXAS :

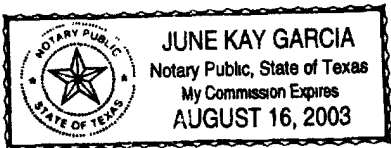
COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Cora Anette Kerr Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that She executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.

June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 08-16-03

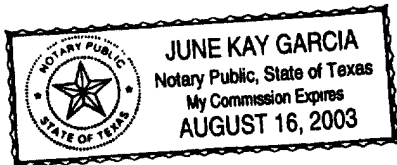


THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mitchell Sims
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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the
01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

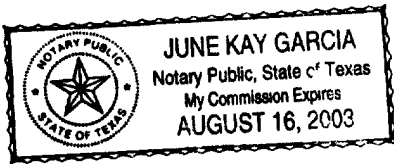
THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael Clark 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.

June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS



June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

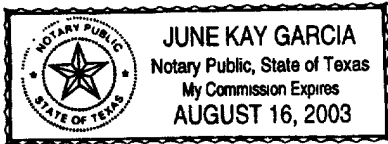
078-10-0845

THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Shauna Clack
Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that She executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the
01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

THE STATE OF TEXAS :

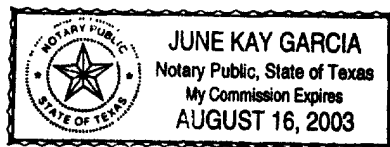
COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John W. Shivers 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.

June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03



078-10-0847

THE STATE OF TEXAS :

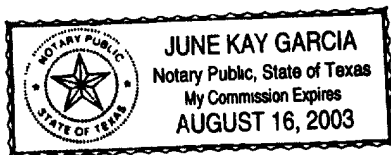
COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Dorothy Shivers Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that She, executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.

June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

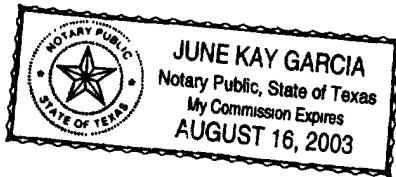


THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Curtis Robb 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 08-16-03

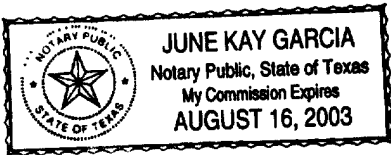
078-10-0849

THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Janet Robb
Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the
01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

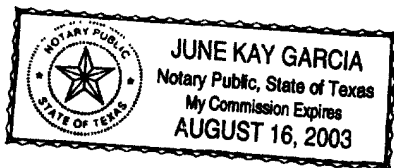
078-10-0850

THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Leon Combs
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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the
01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

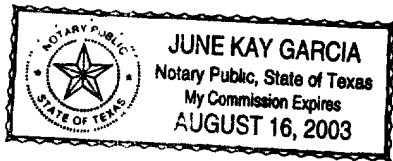
078-10-0851

THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sue Combs
Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that She executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the
01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

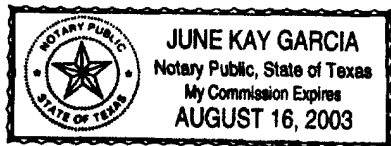
078-10-0852

THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Preston E. Cutbirth 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8/16/03

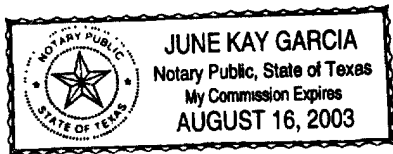
078-10-0853

THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Elizabeth Cutbirth Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

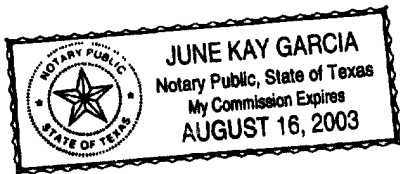
078-10-0854

THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Buddy Griffin 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

078-10-0855

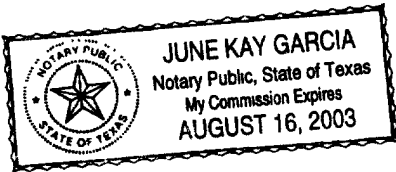
THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Earline Griffin Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.

June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS



June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

078-10-0856

THE STATE OF TEXAS :

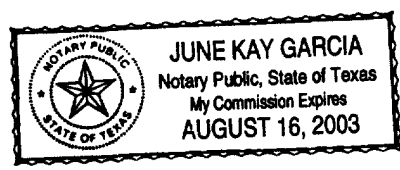
COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sam Rodriguez 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.

June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03



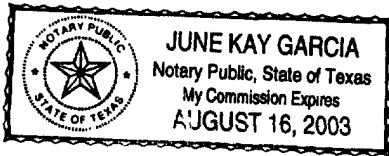
078-10-0857

THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Maria Rodriguez Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

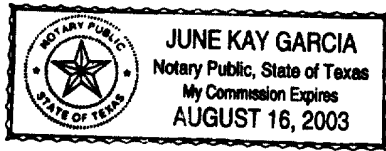
078-10-0858

THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jack Carr
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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the
01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

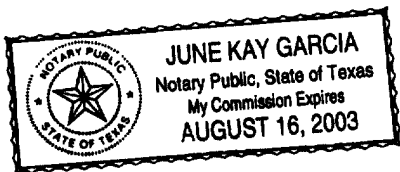
078-10-0859

THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Dolores Carr Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03

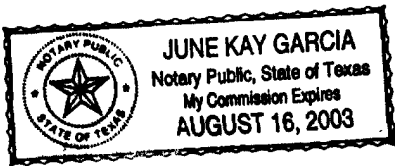
078-10-0860

THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kenneth Trahan 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 2/16/03

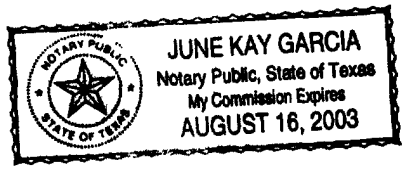
078-10-0861

THE STATE OF TEXAS :

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Paula Trahan Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.



June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8/16/03

078-10-0862

THE STATE OF TEXAS :

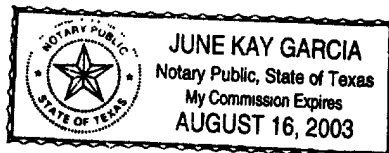
COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert Pumphrey Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of February, 2002.

June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03



THE STATE OF TEXAS :

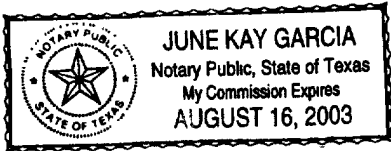
COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mary Pumphrey Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 02 day of February, 2002.

June Kay Garcia
NOTARY PUBLIC, STATE OF TEXAS

June Kay Garcia
Printed Name of Notary Public
My Commission expires: 8-16-03



FILED FOR RECORD

2002 MAY 28 AM 9: 52

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify 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 at Montgomery County, Texas

MAY 28 2002



Mark Turnbull
County Clerk
Montgomery County, Texas

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc All black-outs, additions and changes were present at the time the instrument was filed and recorded