THE STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS: 91461

DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS

THAT WHEREAS, OSCAR A. RASMUSSEN and wife, GRACE RASMUSSEN, hereinafter called Declarants, and the owners of all that certain real property located in Wharton County, Texas, described as follows:

All that certain tract or parcel of land

Situated in the Martin Allen League, Abstract No. 1,
in Wharton County, Texas, and being a portion of "Tract
No. 1" described in Deed dated November 28, 1959 from
Mary Ann Elliott to Raymond Early, recorded in Volume 318
page 124 of the Deed Records of Wharton County, Texas,
said 57.98 acres referred to herein being described
by metes and bounds, as follows:

BEGINNING at an iron rod marking the most Southerly
or Southeast corner of said "Tract No. 1", in the North
Boundary line of Alabama Road;
THENCE N. 44° 56' W., with the North line of Alabama
Road, 599.5 feet to intersect the East line of another road
running through said "Tract No. 1";
THENCE N. 20° 21' E., with the East line of such
road, 3017.0 feet to corner in said road;
THENCE continuing with such boundary line of road,
N. 8° 06' E., 359.1 feet to corner in said road;
THENCE Continuing with the boundary line of road,
N. 20° 21' E., 635.2 feet to corner in said road;
THENCE continuing with the boundary line of said
road, N. 46° 50' W., 654.4 feet to corner in said road;
THENCE continuing with the boundary line of said
road, N. 46° 50' W., 654.4 feet to corner in said road;
THENCE continuing with the boundary line of said
road, N. 20° 13-1/2' E., 268.6 feet to the North line of
said "Tract No. 1";
THENCE with the North line of said "Tract No. 1",
and with fence, 1384.6 feet to an iron rod for Northeast
corner of said "Tract No. 1";
THENCE S. 20° 09' W., with fence on the East line
of said "Tract No. 1", 4267.0 feet to the place of
beginning, and containing 57.98 acres of land.

AND, WHEREAS, Declarants will convey the above describe

AND, WHEREAS, Declarants will convey the above described properties subject to certain protective covenants, conditions, restrictions, liens and charges, as hereinafter set forth;

NOW, THEREFORE, it is hereby DECLARED that all of the property described above shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the values and desirability of, and which shall run with the real property and shall be binding upon all parties having any right, title or interest in or to the above described property, or any part thereof, and their heirs, successors and assigns, and which. easement, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

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## ARTICLE I - DEFINITIONS

1.01. OWNER shall mean and refer to the record owner whether one or more persons or entities, of the 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.

1.02. 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.

1.03. LOT shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map as designated by Oscar A. Rasmussen and wife, Grace Rasmussen, on which there is or will be built a single family dwelling. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat. All tracts may be subdivided into lots not less than 2-1/2 acres each and only one residence shall be constructed on each lot.

1.04. DECLARANT shall mean and refer to OSCAR A.

RASMUSSEN and wife, GRACE RASMUSSEN, their successors and
assigns, if such successors or assigns shall acquire more than
one undeveloped Lot from Declarants for the purpose of development.

## ARTICLE II - ARCHITECTURAL CONTROL

## ARCHITECTURAL CONTROL COMMITTEE

2.01. Declarants shall designate and appoint an or Architectural Control Committee consisting of not less than two qualified persons, which committee shall serve at the pleasure of the Declarants.

APPROVAL OF PLANS AND SPECIFICATIONS

2.02. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties,

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nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography. All residences, barns and buildings must be of new construction. No old homes or old structures may be moved onto the property. No mobile homes or live-in trailers may be placed on the property for any purpose. No corrugated tin buildings, barns or other similar structures of corrugated tin of any size or type will be permitted on the property excepting only metallic buildings.

## ARTICLE III - EXTERIOR MAINTENANCE

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner.

## ARTICLE IV - USE RESTRICTIONS

## TYPE OF BUILDINGS PERMITTED

4.01. All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three automobiles, exception see 4.13.

MINIMUM FLOOR AREA AND EXTERIOR WALLS

MINIMON PROON AND AND EXTENTON WARDS

4.02. Any single story residence constructed on said
Lots must have a ground floor area of not less than 1500 square

feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages. Any residence other than a single story residence must have not less than 1500 square feet floor living area, exclusive of open or screened porches, terraces, patios, driveways, carports and garages. Residence shall be built no closer than 200 feet to any public road, excluding lots less than two acres. Barns and outbuildings not connected to the residence must be built at least one—half (1/2) the distance away from the front boundary line of the property.

#### EASEMENTS

4.03. Easements for the installation and maintenance of utilities and drainage facilities are reserved. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees or flowers, or to other property of the Owner situated within any such easement.

NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED

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

## PROHIBITED RESIDENTIAL USES

4.05. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

## SIGNS

4.06. No signs of any character shall be allowed on any Lot except one sign advertising the property for sale or

rent; provided, however, that Declarants and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

## OIL DEVELOPMENT PROHIBITED

4.07. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

## RUBBISH, TRASH AND GARBAGE

4.08. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

# ANIMALS

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

FENCES, WALLS, HEDGES AND UTILITY METERS

4.10. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative fences.

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#### TRUCKS, BUSES AND TRAILERS

4.11. No truck, bus, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity.

#### PROHIBITED ACTIVITIES

4.12. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot. No Lot or Lots to be used for commercial use except for the Lot containing 2.236 acres and located immediately adjacent to the County Road No.\_\_\_\_\_.

#### SEPTIC TANKS AND WATER WELLS

4.13. All septic tanks and water wells shall be built in accordance with Wharton County Health Department standards.

#### CULVERTS

4.14. All roads to and from the property shall have County approved culverts where the property adjoins any public road.

#### ARTICLE V - EASEMENTS

## RESERVATION OF EASEMENTS

All easements in alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Volume \_\_\_\_ Page \_\_\_\_ of the Deed Records of Wharton County, Texas. No shrubbery, fences, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

## ARTICLE VI - GENERAL PROVISIONS

#### ENFORCEMENT

6.01. The Declarants, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

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#### SEVERABILITY

6.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

#### DURATION AND AMENDMENT

6.03. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarants or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 per cent of the Lot Owners; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than 75 per cent of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Wharton County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

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EXECUTED by the said Declarants, this 27 day of July, 1976.

OSCAR A. RASMUSSEN

Trace Kasmussen GRACE RASMUSSEN

THE STATE OF TEXAS \$
COUNTY OF WHARTON \$

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day

of July, 1976.

501

NOTARY PUBLIC IN AND F WHARTON COUNTY, TEXAS

b. Delfin Marek, Clerk of the County Court in and for Wharron County, Texas do hereby certify that the foregoing instrument disprising, with its certificate of authentication, was filed for record in my affice the 27th day of July

A. D., 1976 at 3:000-clock P. M. in the Deed Records of said County, in Vol. 467on page 495

Witness my hand and seal of the County Court, of said County, at Wharurn, Texas, the day and year last above written

DELFIN MAREE. CLERK COUNTY COURT, WHARTON COUNTY, TEXAS Endandre Kalineurski Deputy

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COUNTY OF MINARTON	voi 728 246
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STATE OF TEXAS	
COUNTY OF WHARTON	
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march 1987 by Hi	chael laitken and wife. CINDY Laitken.
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; Hotary's Hame Printed:	Debra C. Lemon
DEBAA A LEMBON	Notary Public State of Texas
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COUNTY OF WHARTON	
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# AMENDMENT OF BUILDING SET-BACK ... RESTRICTIONS

DEED

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THE STATE OF TEXAS COUNTY OF WHARTON

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WHEREAS, OSCAR A. RASMUSSEN and wife, GRACE RASMUSSEN, of Wharton County, Texas, established a subdivision of 57.98 acres of land in the Martin Allen League, Abstract 1, in Wharton County, Texas, but no plat of such subdivision has been placed of record in Wharton County, Texas; and, WHEREAS, said Oscar A. Rasmussen and wife.

which set of covenants, conditions and restrictions is recorded in Vol.467 at page 495 of the Deed Records of Wharton County, Texas; and, WHEREAS, in above described set of Covenants, Conditions and Restrictions it is provided in Section 4.02 of Article IV thereof as follows:

"Residences shall be built no closer than 200 feet to any Public Road, excluding lots less than two acres."

And, WHEREAS, a 2.50 acre parcel of land out of such 57.98 acre tract has been set aside or conveyed to DONALD R. CARLSON, Trustee of the 1978 Carlson Children's Trust for the use and benefit of THOMAS DAVID CARLSON by declaration of Trust found of record in Vol. 713 at page 572 of the Deed Records of Wharton County, Texas and by Partition Deed recorded in Vol.713 at page 565 of said Wharton County Deed Records, which 2.50 acres is designated in the Block Book Records of Wharton County, Texas, located in the County Tax Assessor's Office as being Lot 14-1 in said Abstract 1; and, WHEREAS, such 2.50 acre tract (called Lot 14-1) has a ditch running through it, which ditch will run under the east end of any residence which is crected on such lot or parcel with it's front end 200 feet back from the public road running along the west line of such lot or parcel, and, WHEREAS, it is necessary and proper that the above set forth building set-back restrictions be amended so as to change the building set-back restriction for a residence erected on such lot or parcel of land from 200 feet to 150 feet so as to allow a residence to be erected thereon between such ditch and such public road; and, WHEREAS, it is provided in above set forth set of Covenants, Conditions and Restrictions that the same may be amended within 20 years from date thereof by an instrument signed by not less than 90 per cent of the owners of lots or purcels of land out of such 57.98 acres:

NOW, THEREFORE, we, the undersigned, being  $\underline{-9.5 \text{ ft}}$  of the owners of lots or parcels of land out of such 57.98 acres comprising above described subdivision, do hereby amend the above described building set-back restriction so as to allow a residence to be built on above described 2.50 acre lot or parcel of land, which residence is set-back from such public road 150 feet instead of 200 feet back therefrom as is provided in above set forth set of Covenants, Conditions and Restrictions, and, as hereby amended, the above set forth building restriction shall now read as follows, to-wit:

"Residences shall be built no closer than 200 feet to any public road, excluding lots less than two acres and except as to the following described lot or parcel out of such 57.98 acres on which no residence shall be built thereon closer than 150 feet from a public road, which lot or parcel is described as follows:

DEED 728 240

2.50 acres of land in the Martin Allen League, Abstract 1, in Wharton County, Texas, being a part of the 10.085 acres tract which was conveyed by James Bruno Faetche to Carlson Builders, Inc. by deed dated Aug.25, 1978 and recorded in Vol.506 at page 185 of the deed records of Wharton County, Texas and being the same 2.50 acres conveyed or set aside to Donald R. Carlson, Trustee of the 1978 Larison unitered in the use and being the county bed records and by Fartition bed recorded in Vol.713 at page 565 of said Wharton County beed Records, and which 2.50 acres is described by Metes and Bounds as follows:

BEGINNING at an old iron rod found marking the Northeast corner of the above mentioned 10.085 acres tract, and being the Southeast corner of the Bobby Kopecky 2.985 acres tract; IHENCE N.69°39'N., with the South line of said 2.985 acres tract, 533.55 Feet to an iron rod in the East line of FREEDOM ROAD; IHENCE S.20°21'N., with the East line of FREEDOM ROAD, 203.97 feet to an iron to the said the form of the said the form of the East line of FREEDOM ROAD, 203.97 feet to an iron to the said the form of the said the said line of the said th Tron rod set for corner;

THENCE S.69°30'E., with the North line of a 2.575 acres tract, 534.27

feet to an iron rod set in the East line of the said 10.085 acres tract;

THENCE N.20°09'E., with the East line of said 10.085 acres tract;

THENCE N.20°09'E., with the East line of said 10.085 acres tract, 203.97

Feet to the PLACE OF BEGINNING and containing 2.50 acres.

WITHESS OUR HANDS on this gri day of MARCH

Not applicable	
HAROLD HOBBS	ADDRESS: .
not applicable	
J. CARALAN HOBBS	ADDRESS:
Charlie white	501 LAZY LN
CHARLIE WHITE	ADDRESS:
Junda White	501 Lazy Ln
	ADDRESS:
Gerry Rodriguez	910 Friedom Road
JERRY ROURIGUEZ	AUDRESS:
Obicia Lodrina	910 Freedom Ed.
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JOE RIVERA  Lupe Siner ca  Mellon Behuly J.  NELSON SCHULZ, JR.	DEED  VOI 728 241  SUL FRENCH RE Whater  ADDRESS:  1010 Fredon Rel Wyretten  ADDRESS:
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THOMAS O. MASON	ADDRESS:
JOE T. KOPECKY (only sweet not sign	ADDRESS:  ADDRESS:  ADDRESS:  ADDRESS:
	ADDRESS:
Robert L. KOPECKY	510 Pecar Valley Drus, Wharlon, Dep. ADDRESS:
Robert M. Stary ROBERT M. STOY Sindappin Stary Shirt Star Meward Bedelic  Ponald Berdeker  RONALD D. BOEDECKER	1613 oa Ranest Whartun, Tx ADDRESS:  120 Studend ADDRESS:  120 Studend ADDRESS:
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DEED vol. 728 242 -1) Fichnel & Zahradik az. 210 Ireidom! Rd MICHAEL J. ZAHRADNICK 210. Freedom Rd. Cerrye gahradul 7/5 Cost Waysed ADDRESS: 715 East linyaide ADDRESS: DONALD R. CARLSON, Trustee for Thomas David Carlson, under Carlson Children's 1978 Trust. DONALD R. CARLSON, Trustee for John J. Carlson, under Carlson Children's 1978 Trust. DONALD R. CARLDON, Trustee for Deborah A. Carlson, under Carlson Children's 1978 Trust RICHARD BRADLEY ADDRESS: ADDRESS: 310 FRCEDON RD. ADDRESS: ROLLIE G. LARCH 310 FREEDOM PD. Mary with the 303 au .C. ADDRESS: HICHAEL LAITKEP J. M.C. 903. Justin Little ADDRESS:

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voi 728 243 COURTY OF WHARTON THIS THSTRUMENT HAS ACKNOWLEDGED BEFORE HE on the 1674 day No. 1 May 1 Seinted: , 1987 by Charlie White and wife, Linda Debru U. Temson PERA ISSESSIV Ny Commission Expires On: Notary Public, State of Texas STATE OF TEXAS COUNTY OF WHARTON THIS INSTRUMENT HAS ACKNOWLLEDGED BEFORE IE on the 16th day , 1987 by Jerry Rodriguez and wife, ALICA Rodriguez. notary's Home Printed:

DEGRA A LEMSON

TO CORMISSION Expires on: Debra a Kemson Hotary Public, State of Texas 10/03/18 STATE OF TEXAS COUNTY OF WHARTON . THIS INSTRUMENT HAS ACKNOWLEDGED BEFORE HE on the 4th day of Marcho, 1987 by Joe Rivera and wife, LUPE Notary's Name Printed: Debra U. Senson DEBRA A. LEVISON Hotary Public, State of Texas lty Commission Expires on: 10/03/88 STATE OF TEXAS COUNTY OF WHARTON THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE HE on the 9th day or March . 1987 by Nelton Schulz, Jr. and wife, Carol Schulz. Hotary's Name Printed: Sebra a. Lemm. DEBRA A CEMSON Notary Public, State of Texas My Commission Expires on: 6/03/88 STATE OF TEXAS COUNTY THE WHARTON
THIS PUSTRUMENT WAS ACKNOWLEDGED BEFORE BY on the , 1987 by Thomas O. Mason mathematica, manuscripted Hotary's Kame Printed: Deboron F. D. Shazo Hotary Public, State of Toko My Commission Expires On: R-20-90

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STATE OF TEXAS

STATE OF TEXAS vol 728 244 COURTY OF WHARTON , 19 87 by Donald Brenk and wife, Joy(E Brenk. : Hotary's Hand Panted: STATE OF TEXAS COUNTY OF WHARTON THIS INSTRUMENT WAS ACKNOWELEDGED BEFORE MC on the \_\_\_\_\_ day , 1987 by <u>Joe T. Kopecky and wife</u>, Notary's Name Printed: Notary Public, State of Texas My Commission Expires on: STATE OF TEXAS COUNTY, OF WHARTON TELL OTHERS INSTRUMENT WAS ACKNOWLEDGED BEFORE HE on the 2014 day MARCH \_\_\_, 1987 by Robert L. Kopecky. Notary's Name Frinted: LAVING MOORE JR Notary Public, State of Texas W Commission Expires on: STATE OF TEXAS COUNTY OF WHARTON THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE HE on the 16 H day , 1987 by Robert M. Stoy and wife. Sidonia Stoy. Notary's Name Printed: Debra a. Leman DEBRA A. GEMSON Notary Public, State of Texas Ny Commission Expires on: STATE OF TEXAS COUNTY OF WHARTON THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 9th 1987 by Ronald D. Boedecker and wife , 1987 by Ronald D. Boedecker and wife, Sharen ... Howard Bordscher. Notary's Name orinted: Debra a. Lemison Notary Public, State of Texas

My Commission Expires On:

DEED

STATE OF TEXAS vol 728 245 COUNTY OF WHARTON THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 9 7 day of March . 1987 by Herhert T. McCown and wife, Linda McCown. Besta a. Lemmon Motary's Hame Printed: Notary Public, State of Texas DERRA A. LETHERNI My Commission Expires On: 10/03/88 The state of the s COUNTY OF WHARTON THIS INSTRUMENT WAS ACKNOWLLEDGED BEFORE IC on the 16th day March: , 1987 by Michael J. Zaradnick, and wife, Ang. c Zaradnick. ·Notary's Name Printed: Debra a. Lismon DECRA! TELEMEON

Hy Commission Expires on: Notary Public, State of Texas 10/03/88 STATE OF TEXAS COUNTY OF WHARTON THIS INSTRUMENT WAS ACKNOWLEDGED DEFORE ME on the 1640 day of Draud, 1997 by Donald R. Carlson, Trustee for Thomas David Carlson, John J. Carlson and Deborah A. Carlson, under Carlson Children's 1978 Trust. Notary's Hame Printed: Saures A. Beaud T Notary Public, State of Texas My Commission Expires on: 3-28-89 STATE OF TEXAS COUNTY OF WHARTON THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 17th day , 1987 by Richard Bradley and wife, Karrie Notany's Home Printed:

DEBRIA G. LEMSON

Hy Commission Expires on: Debra a Lemson Notary Public, State of Texas 10/03/88 STATE OF TEXAS COUNTY OF WHARTON THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 9th day March. 1987 by Rollie G. Larch and wife, Lupe M. Larch. March: Notary's Name of inted: Debra a. Lempore DEBRA A DEMISON Hotary Public, State of Texas My Commission Expires On: 10/03/88

DEED

728\_ 246 COUNTY OF HHARTON THIS THETRUNENT WAS ACKNOWLEDGED BEFORE HE on ther My Commission Expires On: STATE OF TEXAS COUNTY OF THARTON THIS INSTRUMENT WAS ACKNOWELEDGED BEFORE HE on the 17th day , 1987 by AGAPITO BERNAL and wife, GLORIA BERNAL Debra a. Lemson Hytary's diame Printed: Notary Public, State of Texas DEBRA A. 1-EMSON Hy Commission Expires on: 10/03/88 2 STATE OF TEXAS COUNTY OF WHARTON TY OF MHARTON
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE NE on the 16th day , 1987 by Hichael Lastkep and wife . CINDY Notary's Name Printed:

<u>DEBRA PS LEMON</u>
Ny Commission Expires on: Debra C. Leman Notary Public State of Texas STATE OF TEXAS COUNTY OF WHARTON THIS TREFFOLHENT WAS ACKNOWLEDGED DEFORE HE on the 1987 by Harold Hobbs and wife, J. Caralan Hobbs Notary's Name Printed Hotary Public, State of Texas By Tommission Expires On: FILED FOR RECORD \_\_\_o'clock\_\_Q\_M MAR 24 1987 COUNTY OF WHARTON STATE OF TEXAS STATE UP TEXAS

UNITED TO WINATION

I hereby certify that 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 Wharlon County, Texas as stamped hereon by me on **DELFIN MAREK** 30.75 fre MAR 2 6 1987 13.75 due

STATE OF TEXAS

DEED