

9445597

998-01-0523

S } M

RESTRICTIONS FOR DECKER ESTATES

THE STATE OF TEXAS           §  
   §     KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF MONTGOMERY       §

The undersigned are the owners of all tracts save and except Tracts 1 and 4 as described on Exhibits "B" and "C" (collectively, the "Lots" and individually, a "Lot") within that certain 46.11 acre tract of land out of the B.B.B. & C.R.R. Survey, Abstract 111 and the B.B.B. & C.R.R. Survey, Abstract 110 in Montgomery County, Texas, which tract of land is described on Exhibit "A" attached hereto and is incorporated by reference herein (the "Property"), and which tract of land has been subdivided as an unrecorded subdivision called DECKER ESTATES as set forth in the map attached to that certain instrument dated October 16, 1967 and recorded in Volume 650, page 24 of the Deed Records of Montgomery County, Texas (the "Original Restrictions").

The undersigned, in consideration of the mutual benefits to be derived and in order to establish a uniform plan for DECKER ESTATES and maintain a high standard of living conditions and thereby make such subdivision desirable, do hereby adopt the following conditions, covenants, restrictions, and reservations which shall be deemed and held to be covenants running with the land binding upon all owners of the Lots within the Property and all parties or persons having or acquiring any right, title or interest in the Lots.

1. No Lot shall be divided and sold in smaller parcels.
2. Each Lot shall be used for single family residential purposes only, with only one single family residence permitted on each Lot.
3. No mobile home, trailer, tent, shack or other temporary structure shall be erected, placed or maintained on any Lot and no temporary building, basement, garage or other out-building erected on a Lot shall at any time be used for human habitation (except bona fide servants or guests), temporarily or permanently. However, additional buildings for servants and guests are

**998-01-0524**

permitted, but none of such additional buildings shall be rented separately from the main family residence on said Lot.

4. All residences constructed within the Property shall be new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences.

5. A one-story residence constructed after the effective date hereof shall contain not less than 1,800 square feet of living area, exclusive of porches, breezeways and patios and garage. Any two-story residences must have a minimum of 1,400 square feet in the ground level story.

6. Once construction of improvements is begun on a Lot, it shall be completed with reasonable diligence and no construction material or equipment shall be stored on any Lot except when construction is begun and while construction continues with reasonable diligence.

7. Each owner of a Lot in constructing the residence upon his Lot shall place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property and shall fill in sufficient dirt over and around same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch.

8. No business or commercial structure of any kind or nature whatsoever shall be built on a Lot nor shall there be any commercial raising, feeding or trafficking of any livestock whatsoever.

9. No obnoxious or offensive activity may be carried on or conducted on the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners.

10. No trash, garbage, putrescible matter or debris of any kind shall be dumped or permitted to accumulate on any Lot, nor may any of such materials be burned on the Property.

11. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon any part of the Property, nor shall oil wells, tanks or tunnels, mineral excavations or shafts be permitted thereon. No derrick or other structure

**998-01-0525**

designed for use in boring for oil or natural gas or other minerals shall be erected or maintained upon the Property. No exploratory work may be performed upon, above or under the Property.

12. No type of agriculture business shall ever be maintained on the Property.

13. No animals other than household pets or small livestock animals shall be fed, raised, bred or kept on the Property, except that a maximum of two (2) large animals (horse, cow, etc.) per acre may be kept on a Lot provided that fences and stable facilities, as well as the grounds where such animals are kept, must be maintained by the owner of the Lot in a neat and orderly manner. Animals other than swine may also be kept for FFA or 4-H Club projects only.

14. No cesspools shall be dug or permitted on the Property.

15. Septic tanks will be permitted on the Property, but their construction and location shall comply with all existing state, county or other laws relating thereto. In any event, however, no septic tank shall be constructed and maintained closer than twenty-five (25) feet from any property line and fifty (50) feet from any roadway. No septic tank may be shared with any other property owner. There shall be no outside toilet built or used on the Property.

16. No boat, boat trailer, boat rigging, motor home, trailer, camper shall be parked or stored on the street for a period exceeding forty-eight (48) continuous hours in any thirty (30) day period. No truck larger than 2-ton load capacity, bus or inoperable automobile shall be parked or stored on the street or in the driveway of any Lot for a period exceeding forty-eight (48) continuous hours in any thirty (30) day period. No tractor-trailer trucks in whole or in part or trucks larger than five-ton load capacity shall be parked or stored on the street or on any Lot.

17. No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on the Property. This shall not prohibit a "For Sale" sign on a Lot if not larger than four foot square.

18. The sale of beer, liquor and other intoxicants shall never be permitted on the Property. No part of the Property shall be used for malicious, illegal or immoral purposes nor for any purpose in violation of the laws of the State of Texas, the United States of America or

**998-01-0526**

Montgomery County, Texas or the police, health, sanitary or fire building codes, regulations or instructions relating to or affecting the use, occupancy or possession of the Property.

19. No firearms or fireworks of any kind shall be discharged in a reckless, unsafe, or irresponsible manner on the Property.

20. No Lot shall be used for the commercial purpose of medically or psychologically treating anyone with any sickness or illness. This shall include but is not limited to halfway houses, homes for unwed mothers, etc.

21. The unattended or uncontrolled burning of leaves and other yard materials within the Property is prohibited.

22. The owner of each residence in the Property shall at all times maintain the Lot and the improvements thereupon, at such owner's expense, in a neat and presentable manner and shall keep the grass, vegetation and weeds on said Lot cut as often as may be necessary to keep things in a neat and attractive condition consistent with the rural country style of the area. In the event that an owner fails to maintain his Lot in a neat and attractive manner, the Community Association (hereinafter defined) may notify such owner in writing of any objectionable, detrimental or unattractive conditions existing on said property and request that such owner eliminate same. In the event such owner shall fail to eliminate any objectionable, detrimental or unattractive conditions within fifteen (15) days after receipt of written notice from the Community Association specifying such objectionable or detrimental condition then, in such event, the Community Association is authorized to eliminate such condition and charge the cost of same to such property owner. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a property owner fail to do so, after being duly notified, the Community Association shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such action.

23. By mutual agreement the owners of the Lots hereby form an unincorporated association to be called the Decker Estates Community Association (the "Community Association") which shall be composed of the owners of fee simple title to the Lots, with the owner or owners of

998-01-0527

each Lot to have one vote regardless of the size of the Lot. The Community Association shall operate under the following rules:

- (a) **Quorum; Majority Rules.** The owners of a majority of the Lots shall comprise a quorum. No action may be taken without a quorum. No action shall be valid unless the owners of a majority of the Lots vote in favor of such action.
- (b) **Officers.** Election of officers (President, Vice President, Secretary, and Treasurer) shall occur by majority vote as soon as this instrument is signed. Thereafter elections shall occur at the annual meeting of the owners. Officers shall serve until their successors qualify.
- (c) **Annual Meeting.** Owners shall have an annual meeting during January of each year.
- (d) **Successor Owners.** Successor owners of a Lot shall become members of the Community Association in substitution for the former owner(s) of a Lot upon the recording of their deed.

24. If the owner of a Lot shall violate or attempt to violate any of the restrictions and covenants herein contained it shall be lawful for the Community Association or any other owner of a Lot to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions either to prevent him or them from so doing or to recover damages for such violation. The Community Association or such other Lot owner may recover attorney fees and other expenses in enforcing these Restrictions.

25. These covenants and restrictions shall run with the land, and shall be binding upon the undersigned owners of the Lots, their heirs and assigns, and all persons or parties claiming under them, for a period of twenty (20) years from the effective date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each, unless amended or ended in whole or in part as hereinafter provided.

26. The foregoing covenants and restrictions may be terminated or amended at any time by the execution and recordation of a written instrument executed by the owners of a majority of the Lots within the Property.

27. In the event any one, or more, of these covenants, agreements, restrictions or conditions shall become or be held invalid, by reason of abandonment, waiver, or judicial

**998-01-0528**

decision, the same shall in no wise affect the validity of the other covenants, agreements, conditions or restrictions set out herein, which shall remain in full force and effect.

28. Easements for the installation and maintenance of utilities, as shown on the plat of DECKER ESTATES attached to the Original Restrictions, were dedicated to the public use, together with the right of access to all utility companies using said easements.

These Restrictions may be executed in multiple counterparts. It shall not be required that all owners sign the same counterparts. The signature pages from one or more counterparts of these Restrictions may be removed from the counterpart to which signature pages were attached at the time of execution and attached to another counterpart of these Restrictions; when such signature pages have been reattached to a different counterpart hereof, those signature pages, together with the original signature pages thereto, shall constitute one counterpart of these Restrictions and may be recorded in the Official Public Records of Real Property of Montgomery County, Texas.

Effective the 1st day of January, 1994, regardless of when executed.

*Return to:*



*Decker Estates Community  
ASSN  
P.O. Box 641  
Tomball  
Texas 77377-0641*

998-01-0529

EXHIBIT "A"

BEING 46.11 acres of land out of and a part of the E. W. Coe, Sr. 46.11 acre tract (called 50 acres) in the B.B.B. & C. R.R. Survey, Abstract 111 and B.B.B. & C. R.R. Survey, Abstract 110, Montgomery County, Texas, and being the same 50 acres described in deed from Robert A. Jossier and to E. W. Coe, Sr. dated September 17, 1965, and recorded in Volume 603, page 740, of the Deed Records of Montgomery County, Texas, said 46.11 acres being more particularly described as follows:

BEGINNING at an iron pipe in the West line of the Old Houston Road and marking the Southeast corner of said 50 acre tract and being in the South line of said B.B.B. & C. R.R. Survey Abstract 110;

THENCE along the West line of said Old Houston Road as follows: North 00 deg. 22 mins. 30 secs. West, 1101.77 feet; North 02 degs. 18 mins. West 99.33 feet; North 05 degs. 56 mins. 30 secs. West, 99.89 feet; North 11 degs. 54 mins. 30 secs. West 99.70 feet; North 17 degs. 28 mins. West, 141.55 feet to an iron rod for corner;

THENCE South 88 degs. 42 mins. West a distance of 1270.34 feet to concrete marker for corner;

THENCE South 00 deg. 50 mins. 45 secs. East a distance of 1482.22 feet to concrete marker for corner in South line of said B.B.B. & C. R.R. Survey, Abstract 111;

THENCE South 89 degs. 05 mins. East along the South line of B.B.B. & C. R.R. Surveys, Abstract 111 and Abstract 110 a distance of 1333.66 feet to PLACE OF BEGINNING and containing 46.11 acres of land.

998-01-0530

152-01-0280

TRACT ONE:

1.45 acres of land in the B.B.B & C.R.R. SURVEY, A-111, Montgomery County, Texas, and being more particularly described as follows:

BEGINNING at a 3/4" iron pipe for the Southeast corner of the herein-described tract at the Southeast corner of that certain 50 acre tract described in Volume 603, page 740 of the Deed Records of Montgomery County, and being in the West line of Old Houston Road;

THENCE: North 89° 00' 17" West, with the South line of said 50 acre tract a distance of 359.56 feet to a 5/8" iron rod for the Southwest corner of the herein described tract;

THENCE: North 01° 17' 00" West, a distance of 286.80 feet to a 5/8" iron rod for the Northwest corner of the herein described tract;

THENCE: South 89° 08' East, a distance of 165.52 feet to a 1/2" iron rod for the upper Northeast corner of the herein described tract;

THENCE: South 00° 22' 30" East, parallel to the West line of Old Houston Road a distance of 208.7 feet to a 1/2" iron rod at an inner corner;

THENCE: South 88° 08' East, a distance of 208.7 feet to a 1/2" iron rod in the West line of Old Houston Road for the lower Northeast corner of the herein described tract;

THENCE: South 00° 22' 30" East, with said West line a distance of 78.80 feet to the PLACE OF BEGINNING and containing 1.45 acres of land.

TRACT TWO:

1.00 acre of land in the B.B.B. & C.R.R. SURVEY, A-111, Montgomery County, Texas, and being more particularly described as follows:

BEGINNING at a 3/4" iron pipe for the Northeast corner of the herein-described tract at the Northeast corner of that certain 2.49 acre tract described in Volume 876, page 104 of the Deed Records of Montgomery County, and being in the West line of Old Houston Road;

THENCE: South 00° 22' 30" East, with said West line a distance of 208.7 feet to a 1/2" iron rod for the Southeast corner of the herein described tract;

THENCE: North 89° 08' West, a distance of 208.7 feet to a 1/2" iron rod for the Southwest corner of the herein described tract;

THENCE: North 00° 22' 30" West, parallel to the West line of Old Houston Road a distance of 208.7 feet to a 1/2" iron rod in the North line of said 2.49 acre tract for the Northwest corner of the herein described tract;

THENCE: South 89° 08' East, said North line a distance of 208.7 feet to the PLACE OF BEGINNING and containing 1.00 acre of land.

Exhibit "B"



998-01-0531 745-01-2120

EXHIBIT A

BEING 7.16 acres of land out of and a part of the E. W. Coe, Sr. 46.11 acre tract (called 50 acres) in the B.B.B. & C.R.R. Surveys, Abstracts 110 and 111, Montgomery County, Texas, and being the same 50 acres described in Deed from Robert A. Jossand to E. W. Coe, Sr., dated September 17, 1965, recorded in Volume 603, Page 740, Deed Records of Montgomery County, Texas, said 7.16 acres being more particularly described as follows, to-wit:

BEGINNING at an iron rod set North 89 Degrees 05 Minutes West 764.57 feet from an iron pipe marking the Southeast Corner of said 50 acre tract and being in the South Line of said B.B.B. & C.R.R. Survey, Abstract 111;

THENCE North 89 Degrees 05 Minutes West 569.81 feet along the South Line of said B.B.B. & C.R.R. Survey, Abstract 111, to concrete marker marking the Southwest Corner of said 50 acre tract;

THENCE North 00 Degrees 50 Minutes 45 Seconds West a distance of 523.31 feet to an iron rod for corner;

THENCE North 82 Degrees 05 Minutes East a distance of 342.4 feet to an iron rod for corner;

THENCE South 89 Degrees 08 Minutes East a distance of 225.29 feet to an iron rod for corner;

THENCE South 01 Degree 18 Minutes East a distance of 575.67 feet to the Place of Beginning, and containing 7.16 acres of land; said premises being known as Tract Number Four (4), of Decker Estates.

FILED FOR RECORD

91 SEP 20 PM 3:11

*Ray Harris*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS )  
COUNTY OF MONTGOMERY )  
I hereby certify that this instrument was filed  
in the Public Records of the State and that the  
true and correct copy of the same is on file  
in the official Public Records of said County of  
Montgomery County, Texas.

SEP 20 1991



*Ray Harris*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

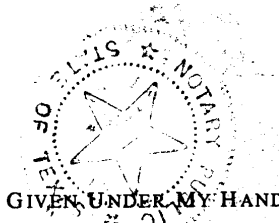
Exhibit "C"

998-01-0532

The undersigned, being the owner of a Lot in DECKER ESTATES,  
executes this instrument to evidence his/her or their consent to and approval of  
the foregoing Restricts for Decker Estates.

Lot Owned: # 2

St. Carroll Hardin  
Mary L. Hardin



GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this 20 day of April, 1974.

Rosella Presswood

My Commission Expires: 6-22-95

998-01-0533

The undersigned, being the owner of a Lot in DECKER ESTATES,  
executes this instrument to evidence his/her or their consent to and approval of  
the foregoing Restricts for Decker Estates.

Lot Owned: # 3

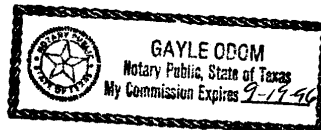
William R. Muller  
Diane Muller

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 7<sup>th</sup> day of April, 1994.

Gayle Odom

My Commission Expires: 9-19-96

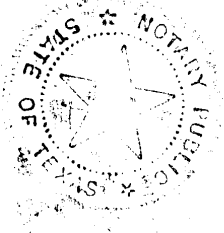


998-01-0534

The undersigned, being the owner of a Lot in DECKER ESTATES,  
executes this instrument to evidence his/her or their consent to and approval of  
the foregoing Restricts for Decker Estates.

Lot Owned: # 5

Cecil W. Cherry  
Joyce L. Cherry



GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 14 day of June, 1994.

Roseella Presswood

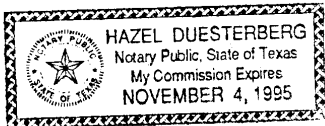
My Commission Expires: 6-22-95

998-01-0535

The undersigned, being the owner of a Lot in DECKER ESTATES,  
executes this instrument to evidence his/her or their consent to and approval of  
the foregoing Restricts for Decker Estates.

Lot Owned: # TR 6

*Jackson & Lee*  
\_\_\_\_\_



GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 31 day of March, 1994.

*Hazel Duesterberg*  
\_\_\_\_\_

My Commission Expires: 11-4-95

998-01-0536

The undersigned, being the owner of a Lot in DECKER ESTATES,  
executes this instrument to evidence his/her or their consent to and approval of  
the foregoing Restricts for Decker Estates.

Lot Owned: # 7

Bob Quinn  
Jessica Quinn

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 20 day of May, 1994.

Rosella Presswood

My Commission Expires: 6-22-95



998-01-0537

LOT OWNER'S SIGNATURE PAGE

The undersigned, being the owner of a Lot in DECKER ESTATES, executes this instrument to evidence his/her or their consent to and approval of the foregoing Restricts for Decker Estates.

Lot Owned:

Lot 8

KA Hemsley

Maureen Hemsley



GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this 20<sup>th</sup> day of April, 1994.

Rosella Presswood

My Commission Expires: 6-22-95

998-01-0538

The undersigned, being the owner of a Lot in DECKER ESTATES,  
executes this instrument to evidence his/her or their consent to and approval of  
the foregoing Restricts for Decker Estates.

Lot Owned: # 9210

Gary N. Young  
Lucinda LeBastillier Young



GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 20<sup>th</sup> day of April, 1994.

Rosella Presswood

My Commission Expires: 6-22-95



998-01-0539

The undersigned, being the owner of a Lot in DECKER ESTATES, executes this instrument to evidence his/her or their consent to and approval of the foregoing Restricts for Decker Estates.

Lot Owned: # 11

Adnan M. Al-Deeb  
Adnan M. Al-Deeb

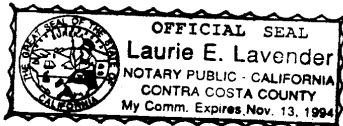
Majida M. Al-Deeb

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 9th day of May, 1994.

Laurie E. Lavender

My Commission Expires:



998-01-0540

The undersigned, being the owner of a Lot in DECKER ESTATES,  
executes this instrument to evidence his/her or their consent to and approval of  
the foregoing Restricts for Decker Estates.

Lot Owned: # 12

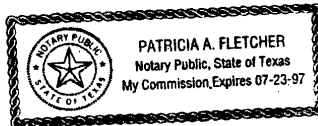
*CM Stephens*  
*Carol M Stephens*

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 11<sup>th</sup> day of July, 19 94.

*Patricia A Fletcher*

My Commission Expires:



998-01-0541

The undersigned, being the owner of a Lot in DECKER ESTATES, executes this instrument to evidence his/her or their consent to and approval of the foregoing Restricts for Decker Estates.

Lot Owned: # 13 + 14

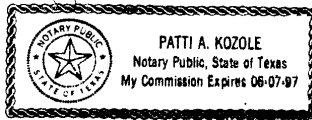
*L. Campbell*  
*Linda L. Campbell*

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 10 day of May, 1994.

*Patti A. Kozole*

My Commission Expires:



998-01-0542

LOT OWNER'S SIGNATURE PAGE

The undersigned, being the owner of a Lot in DECKER ESTATES,  
executes this instrument to evidence his/her or their consent to  
and approval of the foregoing Restricts for Decker Estates.

Lot Owned:

Lot 15

Ray C. Litschek, Jr.  
Wendy Litschek

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS 29 day of July, 1994

Patricia Kozole

My Commission Expires:



998-01-0543

The undersigned, being the owner of a Lot in DECKER ESTATES,  
executes this instrument to evidence his/her or their consent to and approval of  
the foregoing Restricts for Decker Estates.

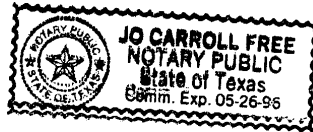
Lot Owned: # 16      Shelby K. Edwards  
\_\_\_\_\_

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 35<sup>th</sup> day of March, 1994.

Jo Carroll Free  
\_\_\_\_\_

My Commission Expires: 5/26/96



998-01-0544

The undersigned, being the owner of a Lot in DECKER ESTATES, executes this instrument to evidence his/her or their consent to and approval of the foregoing Restricts for Decker Estates.

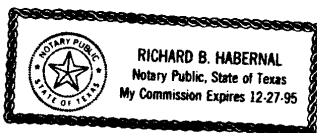
Lot Owned: # 18 & 17 Medaui W Lucario  
Deborah L. Lucario

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 25<sup>th</sup> day of MARCH, 1994.

Richard B. Habernal

My Commission Expires:

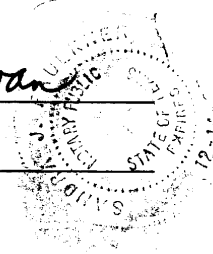


998-01-0545

The undersigned, being the owner of a Lot in DECKER ESTATES,  
executes this instrument to evidence his/her or their consent to and approval of  
the foregoing Restricts for Decker Estates.

Lot Owned: # 19

Judith Cowan



GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 24 day of March, 1994.

Debra J. Faulkner

My Commission Expires: 12/14/96

998-01-0546

The undersigned, being the owner of a Lot in DECKER ESTATES,  
executes this instrument to evidence his/her or their consent to and approval of  
the foregoing Restricts for Decker Estates.

Lot Owned: # 20

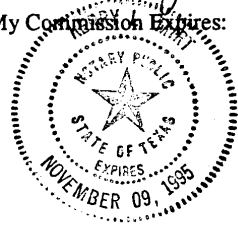
*[Signature]*  
Dianna L. Miller

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 31<sup>st</sup> day of March, 1993.

*[Signature]*

My Commission Expires: 11-9-95





998-01-0547

The undersigned, being the owner of a Lot in DECKER ESTATES, executes this instrument to evidence his/her or their consent to and approval of the foregoing Restricts for Decker Estates.

Lot Owned: # TR 21

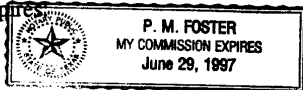
Charles Hawey  
Ronald L. Hawey

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 30th day of March, 1994.

P. M. Foster

My Commission Expires



998-01-0548

The undersigned, being the owner of a Lot in DECKER ESTATES,  
executes this instrument to evidence his/her or their consent to and approval of  
the foregoing Restricts for Decker Estates.

Lot Owned: # 22

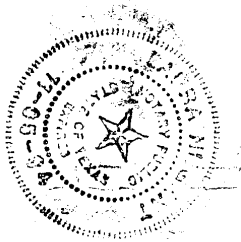
*Sally Almon*

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 24th day of March, 1994.

*Laura Nugent*

My Commission Expires: 11-5-94



998-01-0549

The undersigned, being the owner of a Lot in DECKER ESTATES,  
executes this instrument to evidence his/her or their consent to and approval of  
the foregoing Restricts for Decker Estates.

Lot Owned: # 23

Robert A. McDaniel Robert McDaniel

Bridget F. McDaniel Bridget F. McDaniel

13202 S. Decker

Maguolia, TX. 77355



GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 12 day of April, 19 94.

Kay Firby Scott

My Commission Expires: 3-11-95

998-01-0550

The undersigned, being the owner of a Lot in DECKER ESTATES,  
executes this instrument to evidence his/her or their consent to and approval of  
the foregoing Restricts for Decker Estates.

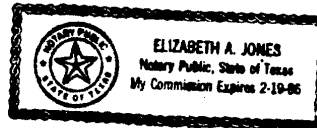
Lot Owned: # 24

Leon Whitehead  
Beverly Whitehead

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 15 day of April, 1994.

Elizabeth A. Jones



My Commission Expires: 2-19-96

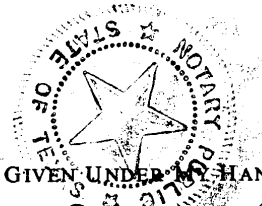
998-01-0551

The undersigned, being the owner of a Lot in DECKER ESTATES, executes this instrument to evidence his/her or their consent to and approval of the foregoing Restricts for Decker Estates.

Lot Owned: #25 & 26

*[Handwritten Signature]*

*[Handwritten Signature]*



GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 20<sup>th</sup> day of April, 1994

*[Handwritten Signature]*

My Commission Expires: 6-22-95

**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.

FILED FOR RECORD

94 AUG 11 AM 11:28

*[Handwritten Signature]*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

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

AUG 11 1994



*[Handwritten Signature]*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS