

ROLLING WOODS SUBDIVISION
§96897 AMENDED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

WHEREAS, the undersigned constituting and being at least eighty percent (80%) of the outstanding owners of ROLLING WOODS SUBDIVISION, a subdivision out of the Bowman and Williams League, Abstract No. 9, in Matagorda County, Texas; and being all of the property shown on the Plat of the Subdivision filed for record at Plat Record 381B and 382A of the Map and Plat Records of Matagorda County, Texas; and

WHEREAS, the undersigned desires to amend the restrictions of the above properties which restrictions are filed of record at Volume 115, pages 214-222, Volume 159, Pages 342-355, and in Volume 200, Pages 1-6 all in the Official Records of Matagorda County, Texas.

WHEREAS, it is the intent of the parties who have executed this instrument to create by amendment and modification, a single set of restrictive covenants which will govern and touch and concern all of the property above described.

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 value and desirability of, and which shall run with the real property and shall be binding on 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 easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof. The previous Declaration of Covenants, Conditions, and Restrictions recorded at Volume 115, Pages 214-222, the Declaration of Covenants, Conditions, and Restrictions recorded in Volume 159, Pages 342-355, and the Supplemental Declaration of Covenants, Conditions, and Restrictions recorded in Volume 200, Pages 1-6, of the Official Records of Matagorda County, Texas, are hereby amended, modified, and restated in full by this instrument. This instrument shall hereafter be the sole and only set of restrictive covenants for the ROLLING WOODS SUBDIVISION.

ARTICLE ONE

DEFINITIONS

Owner

1.01. "Owner" shall mean and refer to the record owner whether one or more persons

or entities of fee simple title to any lot or portion of a lot, and purchasers under a Contract for Deed, but excluding those having an interest merely as security for the performance of an obligation.

Properties

1.02. "Properties" shall refer to that certain real property herein before described, and known as the ROLLING WOODS SUBDIVISION of Matagorda County, Texas.

Lot

1.03. "Lot" shall refer to any lot in the ROLLING WOODS SUBDIVISION, plated or unplatted, as described in the deed on which there is or will be built a single family dwelling. The term "Lot" shall not include any Common Areas nor any other reserves shown on the said map or plat.

ARTICLE TWO

ARCHITECTURAL CONTROL

Architectural Control Committee

2.01. The Architectural Control Committee shall consist of three (3) members and shall be elected annually by the Property Owners' Association. Any person elected as a member of the Architectural Control Committee may be removed with or without cause upon a vote of not less than sixty percent (60%) of the lot owners in the subdivision.

Approval of Plans and Specifications

2.02. No building, fence, wall, swimming pool, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any significant exterior addition to, or significant change or alteration therein, be made 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. Approval may be given by two members of the Committee.

Failure of Committee to Act

2.03. In the event that any plans and specifications are submitted to all members of the Architectural Control Committee as provided herein, and such Committee or their representative shall fail to act by neither approving nor rejecting such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

Liability

2.04. The Architectural Control Committee members shall have no personal liability for action taken in their capacity as a member of the committee in the absence of actual fraud.

ARTICLE THREE**EXTERIOR MAINTENANCE**

3.01. In the event an Owner of any Lot shall fail to maintain the lot and the improvements situated thereon in a neat and orderly manner, as determined by a simple majority vote of the Property Owners' Association or as determined by the Architectural Committee, after fourteen (14) days written notice mailed to the Lot Owner's last known address, the Property Owner's Association 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 the Owner. If entrance is required by the Lot Owner's failure to act, no liability shall exist for damages for wrongful entry, trespass, or otherwise to any persons. The Owners and occupants of the premises on which such work performed shall be jointly and severally liable for the costs of such work and shall promptly reimburse the Property Owners' Association for such costs. If such Owner or occupant shall fail to make reimbursement within thirty (30) days after receipt of a statement for such work, said indebtedness shall be a debt of all persons who may be in possession and/or who may own an interest in the property, jointly and severally, and shall constitute a lien against that specific parcel on which the work was performed. The lien may be enforced by non-judicial foreclosure in the same manner as provided for the liens for Maintenance Assessments. The filing of an affidavit by the Property Owners' Association with the County Clerk shall constitute prima facie evidence of the existence of the debt and the reasonableness of the charges incurred.

ARTICLE FOUR**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; however, other outbuildings may be erected if plans are submitted and approval of Architectural Control Committee is obtained. These outbuildings must be of the same construction as the main residence, and provided specifically that no sheet iron or sheet aluminum buildings shall be placed on any part of such property. In addition, no corrugated metal roofing or corrugated metal siding

shall be used. No pole framework shall be used for out building construction. No roll roofing or any material of a temporary character may be used on any building. A garage of at least two (2) automobile capacity is required for each residence. No garage shall open facing the street unless a variance is granted by the Architectural Control Committee.

Minimum Floor Area and Exterior Walls

4.02. Any residence constructed on said Lots must have a living area of not less than 2,000 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 1,500 square feet of ground floor area, including living area and garage, but exclusive of open or screened porches, terraces, patios, and driveways. The exterior walls of any residence shall consist of not less than seventy-five percent (75%) masonry construction excluding windows and doors.

4.03. All houses shall have brick mailboxes and brick water well covers.

4.04. There shall be no exposed pipes, vents, or metal chimneys on the front portion of the house.

4.05. There shall be no outdoor antennas or large satellite dishes. Small satellite dishes are permitted as follows:

a. The small satellite dish must have an outside diameter less than 24 inches.

b. The dish must not be visible when the house is viewed from the street in front of the house's front door.

4.06. All driveways shall be made of concrete and shall extend out to the pavement on the street.

4.07. All swimming pools must be fenced with a fence having a minimum height of four feet and a self-closing gate.

4.08. All shingles on all buildings shall be 25 year laminated shingles or better. Corrugated metal roofs are prohibited; however, alternate high grade roofing materials are acceptable if approved by the Architectural Control Committee.

4.09. All houses must be landscaped between the house and the street within six (6) months after completion of the house. Landscaping shall refer to the installation, planting, or growing of grass and additional plants. Alternate methods of landscaping (i.e. rock, concrete, statues, fountains, etc.) in lieu of grass or plants are acceptable only if approved by the Architectural Control Committee.

Setbacks

4.10. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines, which are forty (40) feet from the edge of the street right-of-way. No building shall be located closer than twenty-five (25) feet of the side property line of any lot. For the purpose of this covenant, eaves, steps, driveways, open porches, water wells and mailboxes shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 4.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

Re-subdivision or Consolidation

4.11. No Lot in Rolling Woods Subdivision, whether previously sold by referenced to the Plat Records filed in Plat Files 381B and 382A of the Plat Records of Matagorda County, Texas or previously sold by metes and bounds, shall ever be re-subdivided for the purpose of creating a smaller building site from the existing Lot. However, two or more Lots may be consolidated into one Lot.

Noxious or Offensive Activities Prohibited

4.12. 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. The discharge of firearms is prohibited other than for pest control.

Prohibited Residential Uses

4.13. No structure of a temporary character, trailer, mobile home, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No modular house shall be erected on any Lot. Additionally, no pre-existing or previously constructed house shall be moved onto any Lot in the subdivision.

Signs

4.14. No signs of any commercial character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent and two political signs of not more than five square feet each for a maximum time period of two (2) months prior to any election. However, any 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.

Rubbish, Trash and Garbage

4.15. 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.

Sewage Disposal

4.16. No individual sewage-disposal system shall be permitted on any Lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Texas Department of Health and approved by the appropriate office of Matagorda County. Approval of the system as installed shall be obtained from that authority.

Water Supply

4.17. No individual water-supply system shall be permitted on any Lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Texas Department of Health and Matagorda County, if required. Approval of the system as installed shall be obtained from that authority.

LPG Systems

4.18 Any LPG system must meet all applicable county, state, and federal safety codes. Above ground LPG tanks larger than 10 gallons are prohibited.

Animals

4.19. No animals, horses, 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 purposes and are not an annoyance or nuisance. Pet owners are responsible for the actions of their pets. One 4-H, FFA, or other school project animal, except swine, may be kept by a child in school. Additionally the project must be under the supervision of the project sponsor and meet all sanitary conditions and rules of the project sponsor. No animal pen shall be erected closer than 35 feet of any interior Lot property line.

Fences, Walls, Hedges and Utility Meters

4.20. 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 of such Lot, except for decorative subdivision entry fences. This provision can be waived if, in the opinion of the Architectural Control Committee, the fence and its location is in conformity with the design

and architectural purposes of the subdivision. No barbed wire fence shall be permitted on any part of the property covered by these restrictions except the perimeter of the Subdivision.

Trucks, Buses and Trailers

4.21. No commercial truck, bus, motor home, boat, 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. No commercial truck, bus, motor home, boat, or trailer can be parked outside on any lot or driveway for a period greater than 2 weeks consecutively.

Prohibited Activities

4.22. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot without the written permission of the Architectural Control Committee. Not more than two (2) garage sales per household per year are permitted.

Utilities

4.23. All incoming utilities to all buildings shall be underground.

ARTICLE FIVE

EASEMENTS

Reservation of Easements

5.01. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plats recorded in Plat Files Number 381A and 382B, of the Plat Records in the Matagorda County Clerk's office, Matagorda County, Texas. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. 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. 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 any 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.

Electric System

5.02. The Owner of each Lot shall, at his own cost and expense, furnish, install, own, and maintain (all in accordance with the requirements of local governmental authorities and the *National Electric Code*) electrical service cable and appurtenances from the meter installed upon the

Lot by the electric company to such point as may be designated by such company on the property line of such Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner shall also install, furnish, own, and maintain at his own cost and expense a meter loop (in accordance with the then current standards and specifications of the electric company) for the residence constructed on the Lot.

ARTICLE SIX

PROPERTY OWNERS ASSOCIATION

6.01. There is hereby created a Rolling Woods Property Owners Association which may be an unincorporated association or a nonprofit corporation, as the membership may choose.

6.02. The purpose or purposes of the Property Owners' Association shall be as follows:

- (a) To provide and pay for area lighting.
- (b) To enforce subdivision restrictions.
- (c) To maintain entry ways into the subdivision.
- (d) To maintain the cleanliness and appearance of the subdivision.
- (e) To provide for legal services to protect the vital interests of the subdivision

such as roads, environmental concerns, relations with governmental entities or other concerns.

6.03. Membership in the Property Owners' Association shall consist of persons who own property in the development. For membership and voting purposes there shall be only one Owner for any one lot.

6.04. The Property Owners' Association shall have not less than one meeting per year. At the annual meeting the owners shall elect a President and a Secretary-Treasurer and any other officers desired by the Association and appoint any committees necessary to carrying on the functions of the organization. The Association shall also set the amount of annual maintenance assessment to be paid. Any person elected as an official of the association may be removed with or without cause upon a vote of not less than sixty percent (60%) of the lot owners in the subdivision.

6.05. In order to conduct any business, the Property Owner's Association must call a meeting and have a quorum voting. A quorum is defined as a majority of lot owners attending the meeting or voting by proxy (by way of explanation, if 10 lot owners attend the meeting or vote by proxy, then a majority would be six votes). In order for any business to be approved, it must be approved by a simple majority of the owners voting. Owners may vote by written proxy which will count toward the quorum. All owners must have the opportunity to vote on a change of the annual

maintenance assessment. This voting opportunity shall be by written ballot distributed to all Owners. Any ballot not returned within 10 days shall be considered as not voting.

6.06. Each owner shall be entitled to one and only one vote at the Property Owners Association meetings, whether that owner owns one or more lots. All members of the same household shall be considered the same owner no matter whose name is on the record of title.

6.07. The President of the Association, any officer and/or two (2) of the three (3) members of the Architectural Control Committee are allowed to call meetings. The president, or in the president's absence another officer, shall preside at all meetings. The officers of the association shall have the authority to apply and contract on behalf of the association funds for enforcement of these restrictions, and for any other urgent legal matters when there is insufficient time to call a general meeting of all lot owners, however, no expenditure exceeding \$1,000.00 may be authorized without a vote of the lot owners. This authority to apply and contract for the expenditure of funds is only valid after a majority of the officers and a majority of the Architectural Control Committee have approved the expenditure. This expenditure is limited to \$1,000.00. If the President commits funds as so described above, all property owners shall be notified of the expenditure within 10 days.

6.08. The secretary-treasurer shall collect and receive all funds belonging to the Association, pay all bills owed by the Association and make financial reports to the members. The secretary-treasurer shall also keep accurate minutes of all meetings.

6.09. Members shall be entitled to a seven (7) day notice of a meeting. If the president, secretary-treasurer, other officers, or two (2) members of the Architectural Control Committee fails to call a meeting, a meeting may be called upon the request of persons totaling not less than one-third of the owners.

ARTICLE SEVEN

MAINTENANCE ASSESSMENT

7.01. The Property Owners' Association shall have the right to assess the property owners an annual maintenance fee for the funding of the various functions to be performed by the Association. The fee shall be per Owner per month payable quarterly, in advance. The amount of the fee shall be set by the membership at its annual meeting or at a special meeting called for such purpose. The maintenance fee shall be valid if approved by a majority of all voting Owners as described in 6.05, and shall continue at the set amount until changed by another such vote.

7.02 The maintenance fees shall be assessed on a per Owner basis and shall cover the subdivision electric bill, basic maintenance, legal fees, routine expenses, and socials.

7.03. The Association shall have a lien on all land of each owner for the payment of the annual maintenance assessment. The lien shall be subordinate to the lien of any lender loaning money for the purchase or improvement of property within the development. The lien may be perfected by the recording of a lien affidavit showing the amount of unpaid annual maintenance assessment and the time to which the nonpayment relates. This recording of a lien affidavit shall be performed when the Owner falls 1 year behind in payment of the annual maintenance assessment. The lien shall include all costs for filing and release of the lien, in addition to the cost of the unpaid maintenance assessment. The lien may be foreclosed by non-judicial foreclosure conforming to the provisions of the Sections 51.002 et seq of the *Texas Property Code* and any amendments thereto relating to foreclosure under deeds of trust or at the Property Owners' Association's option, may be foreclosed by judicial proceedings. In case of non-judicial foreclosure the President of the Property Owners' Association shall serve as Trustee.

ARTICLE EIGHT

GENERAL PROVISIONS

Enforcement

8.01. 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 Amended Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any existing conditions that are in violation to any new covenants, conditions or restrictions adopted in this document and not previously listed in the Declaration of Covenants, Conditions, and Restrictions recorded in Volume 159, Pages 342-350, and the Supplemental Declaration of Covenants, Conditions, and Restrictions recorded in Volume 200, Pages 1-6, all of the Official Records of Matagorda County, Texas, are hereby accepted.

Severability

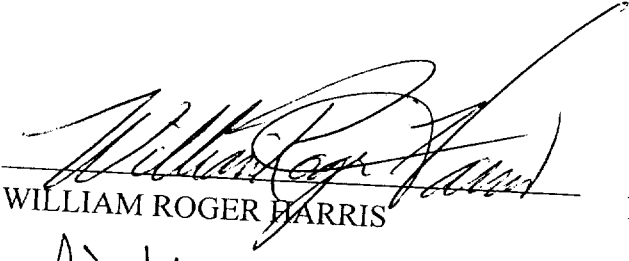
8.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

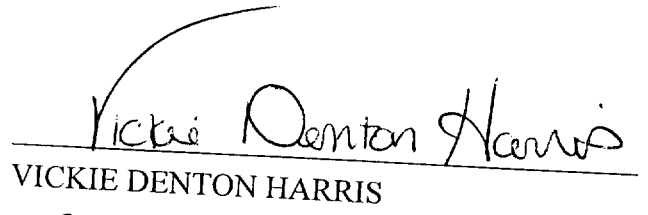
Duration and Amendment

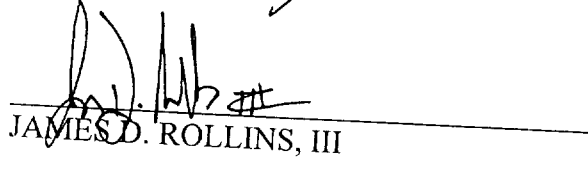
8.03. The covenants, conditions, and restrictions of this Amended Declaration shall run with and bind the land, and shall insure to the benefit of, and be enforceable by, the Property Owners' Association or the Owner of any Lot subject to this Amended Declaration, and their respective legal

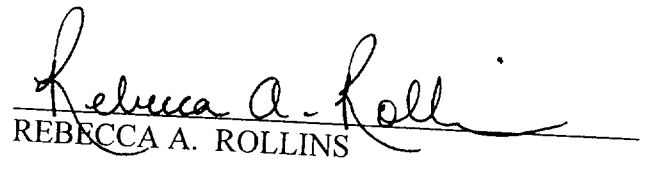
representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods 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 80 percent of the Lot Owners and thereafter by an instrument signed by not less than 70 percent of the Lot Owners. No amendment shall be effective until recorded in the Official Records of Matagorda County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

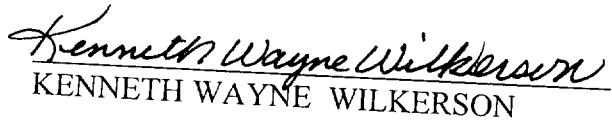
EXECUTED this 16th day of April, 1999.

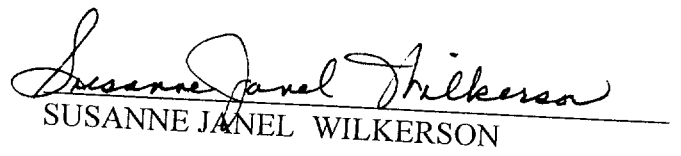

WILLIAM ROGER HARRIS

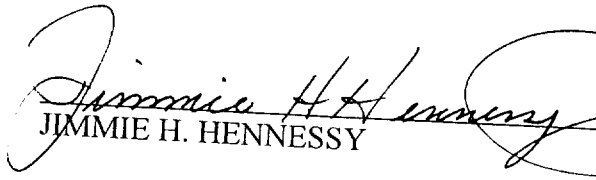

VICKIE DENTON HARRIS

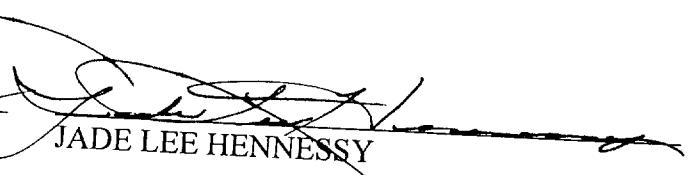

JAMES D. ROLLINS, III

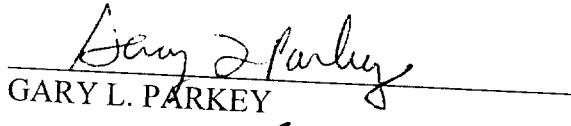

REBECCA A. ROLLINS

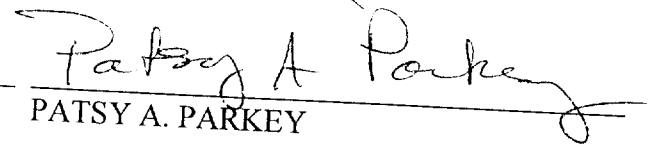

KENNETH WAYNE WILKERSON


SUSANNE JANEL WILKERSON


JIMMIE H. HENNESSY

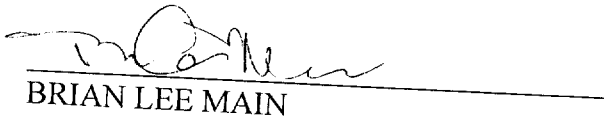

JADE LEE HENNESSY

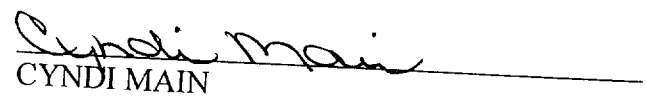

GARY L. PARKEY

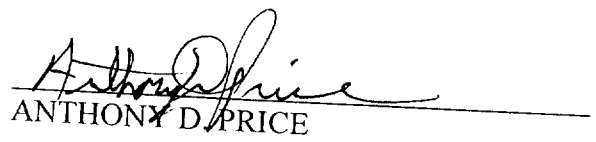

PATSY A. PARKEY

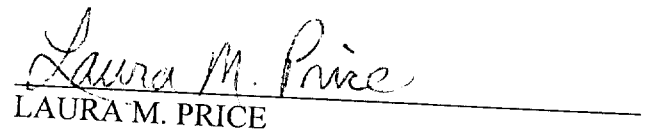

DAVID O. KRENEK


SANDRA G. KRENEK

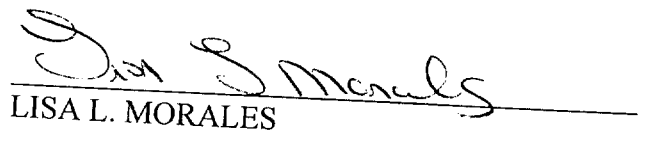

BRIAN LEE MAIN


CYNDI MAIN

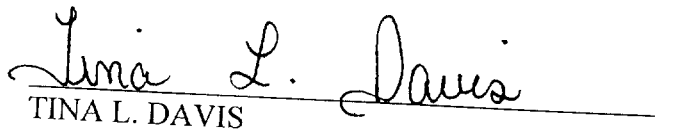

ANTHONY D. PRICE

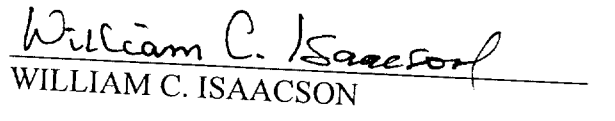

LAURA M. PRICE



MICHAEL R. MORALES


LISA L. MORALES

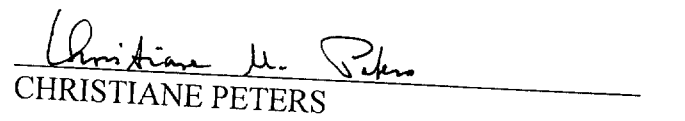

PAUL M. DAVIS


TINA L. DAVIS


WILLIAM C. ISAACSON


ANNETTE L. ISAACSON

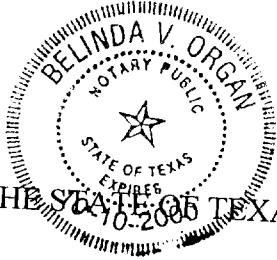

DIETER PETERS


CHRISTIANE PETERS

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 16th day of July, 1999,
by WILLIAM ROGER HARRIS.

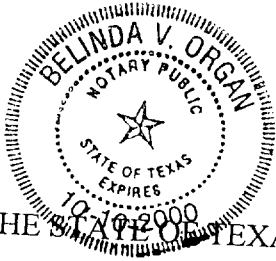


Belinda V. Organ
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 16th day of July, 1999,
by VICKIE DENTON HARRIS.

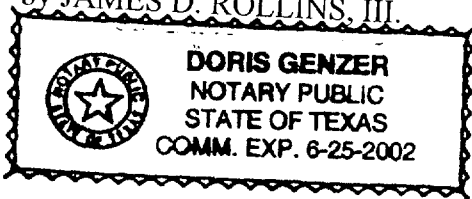


Belinda V. Organ
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 28th day of APRIL, 1999,
by JAMES D. ROLLINS, III.

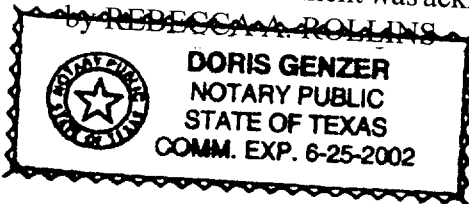


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 28th day of APRIL, 1999,
by ~~REBECCA A. ROLLINS~~

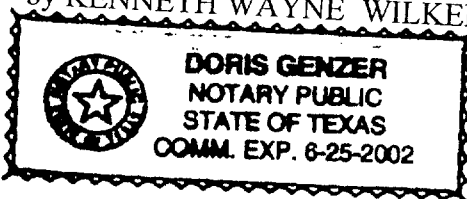


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 30th day of April, 1999,
by KENNETH WAYNE WILKERSON

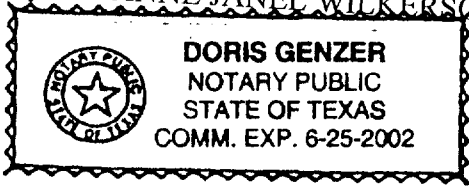


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 30th day of APRIL, 1999,
by SUSANNE JANEL WILKERSON.

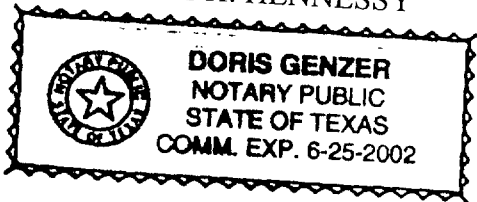


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 5th day of May, 1999,
by JIMMIE H. HENNESSY

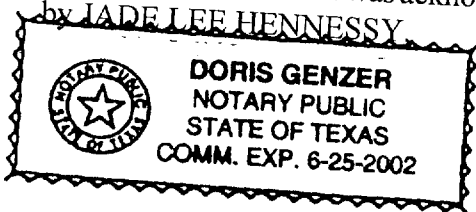


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 5th day of May, 1999,
by JADE LEE HENNESSY

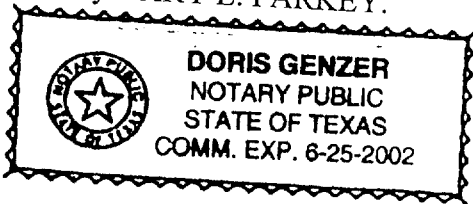


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 4th day of June, 1999,
by GARY L. PARKEY.

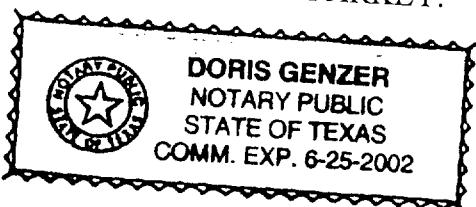


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 4th day of June, 1999,
by PATSY A. PARKEY.

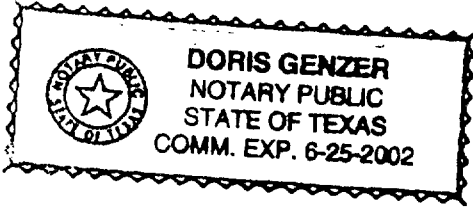


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 27th day of JULY, 1999,
by DAVID O. KRENEK.

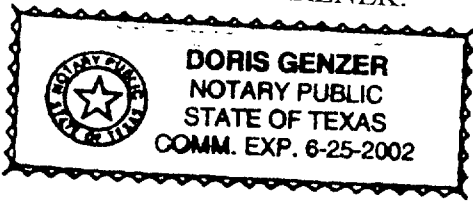


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 10th day of June, 1999,
by SANDRA G. KRENEK.

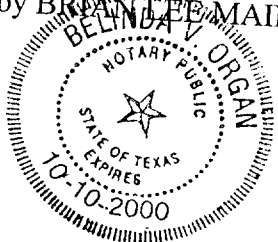


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 30th day of April, 1999,
by BRUNDA E. MAIN.

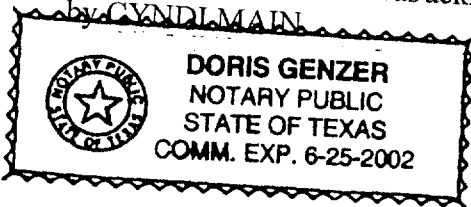


Belinda J. Organ
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 3rd day of August, 1999,
by CYNDLMAIN.

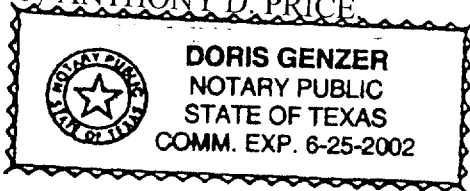


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 14th day of MAY, 1999,
by ANTHONY D. PRICE.

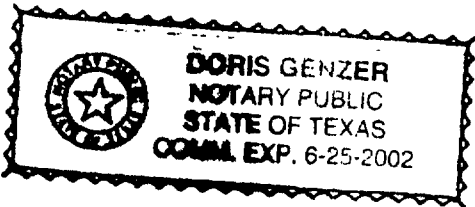


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 28th day of APRIL, 1999,
by LAURA M. PRICE.

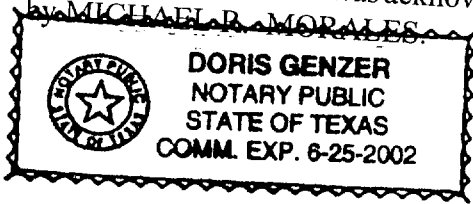


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 7th day of MAY, 1999,
by MICHAEL R. MORALES.

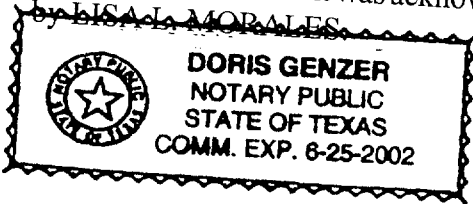


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 12th day of MAY, 1999,
by LISA L. MORALES.

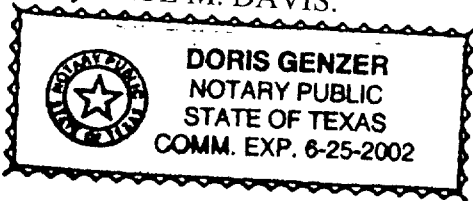


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 13th day of MAY, 1999,
by PAUL M. DAVIS.

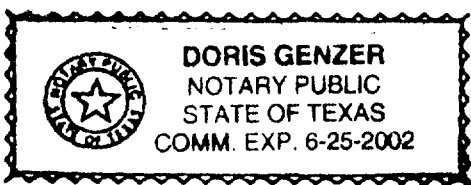


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 28th day of APRIL, 1999,
by TINA L. DAVIS.

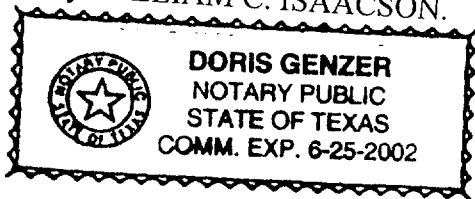


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 7th day of MAY, 1999,
by WILLIAM C. ISAACSON.

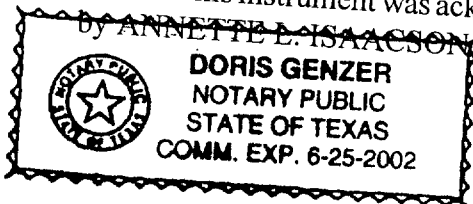


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 7th day of MAY, 1999,
by ANNETTE L. ISAACSON.

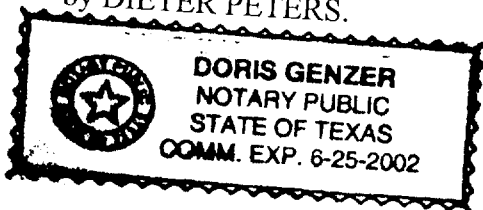


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 28th day of APRIL, 1999,
by DIETER PETERS.

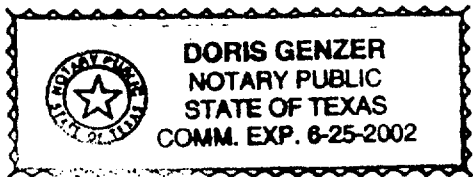


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 13th day of MAY, 1999,
by CHRISTIANE PETERS.



Doris Genzer
Notary Public, State of Texas

JOE L. BENAVIDEZ

Laura J. Benavidez

LAURA J. BENAVIDEZ

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

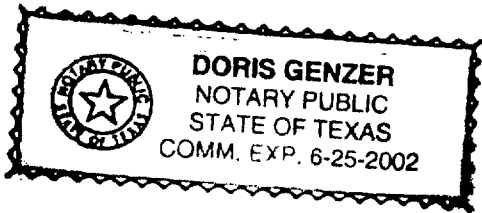
This instrument was acknowledged before me on the _____ day of _____, 1999,
by JOE L. BENAVIDEZ.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 16th day of April, 1999,
by LAURA J. BENAVIDEZ.



Doris Genzer

Notary Public, State of Texas

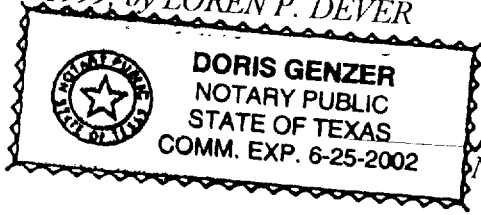
Loren P. Dever
LOREN P. DEVER

Theresa Dever
THERESA DEVER

THE STATE OF TEXAS §

COUNTY OF WHARTON §

This instrument was acknowledged before me on the 10th day of September 1999, by LOREN P. DEVER

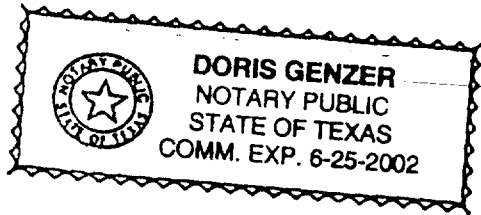


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF WHARTON §

This instrument was acknowledged before me on the 10th day of September, 1999, by THERESA DEVER



Doris Genzer
Notary Public, State of Texas

James D. Rollins, Jr.

JAMES D. ROLLINS, JR.

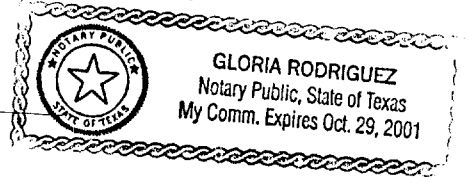
THE STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 9 day of Sept,
1999, by JAMES D. ROLLINS, JR.

M. Rodriguez

Notary Public, State of Texas



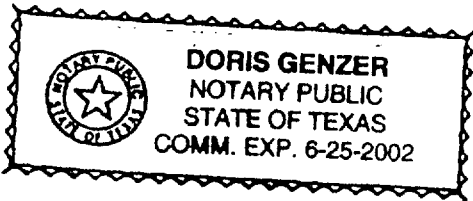
Marc P. Hill
MARC P. HILL

Karin Hill
KARIN L. HILL

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 14th day of MAY, 1999,
by MARC P. HILL.

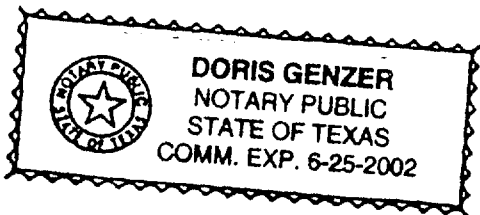


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 14th day of MAY, 1999,
by KARIN L. HILL.



Doris Genzer
Notary Public, State of Texas

DAVID E. LEWIS

PATRICIA L. LEWIS

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the _____ day of _____, 1999,
by DAVID E. LEWIS.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the _____ day of _____, 1999,
by PATRICIA L. LEWIS.

Notary Public, State of Texas

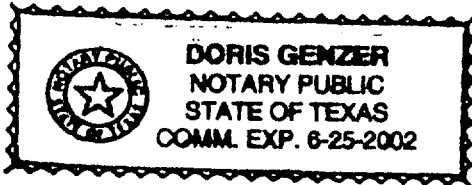
Doug Watson
DOUG WATSON

Sandra Watson
SANDRA WATSON

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 3rd day of August, 1999,
by DOUG WATSON.

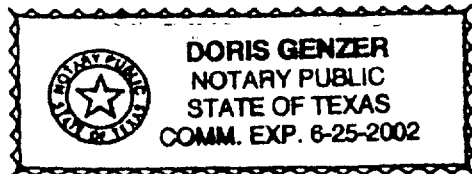


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 3rd day of August, 1999,
by SANDRA WATSON.



Doris Genzer
Notary Public, State of Texas

YVONNE R. COLEMAN

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the _____ day of _____, 1999,
by YVONNE R. COLEMAN.

Notary Public, State of Texas

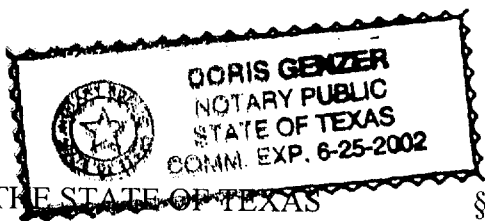
Sam Richard Gann
SAM RICHARD GANN

Catherine Marie Gann
CATHERINE MARIE GANN

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 10th day of September, 1999,
by SAM RICHARD GANN.

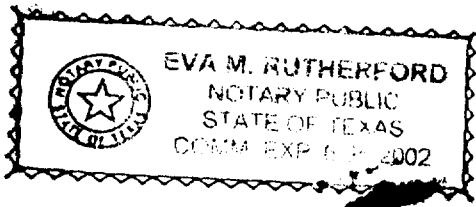


THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

Doris Genzer
Notary Public, State of Texas

This instrument was acknowledged before me on the 2nd day of July, 1999,
by CATHERINE MARIE GANN.



Eva M. Rutherford
Notary Public, State of Texas

Pramod Agrawal

PRAMOD AGRAWAL

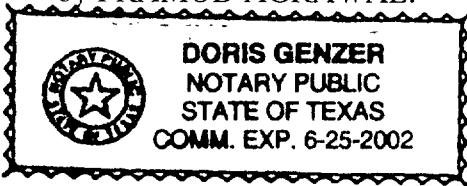
Archana Agrawal

ARCHANA AGRAWAL

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 14th day of MAY, 1999,
by PRAMOD AGRAWAL.



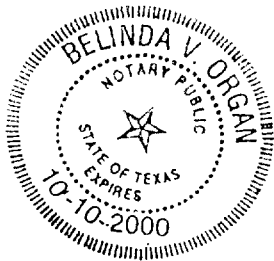
Doris Genzer

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 14th day of May, 1999,
by ARCHANA AGRAWAL.



Belinda V. Organ

Notary Public, State of Texas

TRAVIS WAYNE ALBRECHT

JACINTA ALBRECHT

THE STATE OF TEXAS §

COUNTY OF GOLIAD §

This instrument was acknowledged before me on the _____ day of _____, 1999,
by TRAVIS WAYNE ALBRECHT.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GOLIAD §

This instrument was acknowledged before me on the _____ day of _____, 1999,
by JACINTA ALBRECHT.

Notary Public, State of Texas

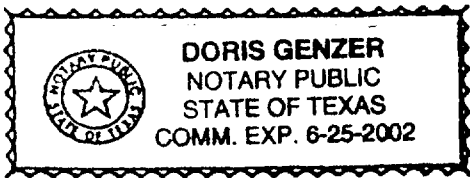
Frank Ramos, III
FRANK RAMOS, III

Susan D. Ramos
SUSAN D. RAMOS

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 7th day of MAY, 1999,
by FRANK RAMOS, III.

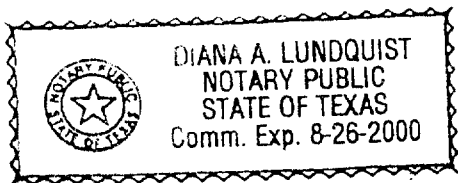


Doris Genzer
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 4th day of May, 1999,
by SUSAN D. RAMOS.



Diana A. Lundquist
Notary Public, State of Texas

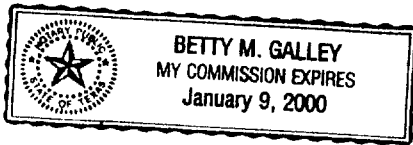
Kenneth J. May
KENNETH J. MAY

Frances A. May
FRANCES A. MAY

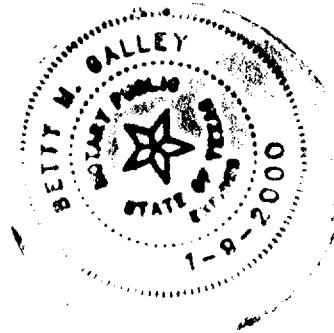
THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 16th day of September 1999, by KENNETH J. MAY.



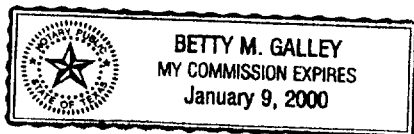
Betty M. Galley
Notary Public, State of Texas



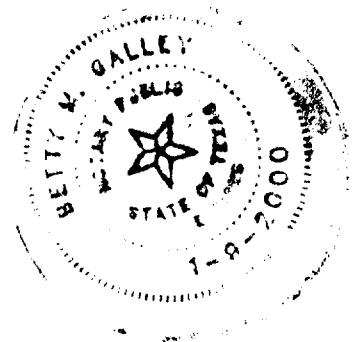
THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the 16th day of September 1999, by FRANCES A. MAY.



Betty M. Galley
Notary Public, State of Texas



KEVIN A. WILLIAMS

THE STATE OF TEXAS

§

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the _____ day of _____, 1999, by KEVIN A. WILLIAMS.

Notary Public, State of Texas

FILED

'99 SEP 29 2 41 PM

Gail Denn
GAIL DENN

COUNTY CLERK
MATAGORDA COUNTY, TEXAS

STATE OF TEXAS COUNTY OF MATAGORDA
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me,
and was duly RECORDED in the OFFICIAL RECORDS of
Matagorda County, Texas on

SEP 29 1999



Gail Denn
GAIL DENN

COUNTY CLERK, Matagorda County, Texas