

THE STATE OF TEXAS §
 §
 § ADDITIONAL COVENANTS, RESTRICTIONS,
 § CONDITIONS AND RESERVATIONS AFFECTING
 COUNTY OF LIBERTY § WHITEWING SUBDIVISION, SECTIONS I AND II

WHEREAS, by Declaration Instrument dated the 1st day of July 1978, Malley Corporation, a Texas Corporation, created certain covenants, conditions, easements, reservations and restrictions on certain acreage out of a tract of land containing 154.7 acres, out of the C. C. Brunson Survey, Abstract No. 741, and the Julianna Malley League, Abstract No. 71, in Liberty County, Texas, as fully described by reference in said instrument, said instrument being recorded in Volume 831 Page 105 of the Deed Records of Liberty County, Texas, with respect to Whitewing Subdivision, Section I, Lots 1 through 27, inclusive, as shown on a plat of said Subdivision of record in Volume 8 Page 153 of the Plat Records of Liberty County, Texas; and

WHEREAS, by Declaration Instrument dated the 2nd day of March, 1979, the Malley Corporation further created certain covenants, conditions, easements reservations and restrictions on additional acreage out of said 154.7 acres tract, said instrument being recorded in Volume 848 Page 475 of the Deed Records of Liberty County, Texas, with respect to Whitewing Subdivision, Section II, Lots 1 through 23, inclusive, as shown on a plat of said Subdivision of record in Volume 8 Page 173 of the Plat Records of Liberty County, Texas; and

WHEREAS, the Malley Corporation, hereinafter referred to as "Declarant", is presently the owner of the following described lots out of each of said subdivisions, to-wit:

Whitewing Subdivision Section I	Whitewing Subdivision Section II
Lots: 1, 3, 4, 5, 8, 9, 11, 13, 14, 19, 20, 21, 23, 24, 25, 26, 27	Lots: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23; and,

WHEREAS, Article 7 and 8, respectively, "Use Restrictions," of Declaration Instruments contain the following statement of reserved rights on behalf of Declarant:

"Section 35. The Owner (Declarant) may establish other restrictions applicable to any lot or lots, and incorporate the same in any contract for deed or other conveyance of any lot or lots within the Subdivision, without otherwise modifying the general plan above outlined, and such other restrictions shall inure to the benefit of and bind the respective parties in the

same manner as though they had been expressed herein.";
and,

WHEREAS, pursuant to its reserved rights, and pursuant to its ownership of the above described lots in each subdivision, the Malley Corporation desires to place additional covenants, conditions, easements, reservations, and restrictions on each of the above described lots in each of said subdivisions; NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

ARTICLE I

Definitions

Declarant hereby adopts the definitions set out in Articles II and III, respectively, of each of the Declaration Instruments herein referred to for purposes of this Declaration.

ARTICLE II

Additional Use Restrictions

1. Garbage or trash may not be burned under any conditions. All household garbage shall be placed in commercially manufactured storage cans during intervals between regular pickups by the garbage pickup service serving the subdivision.
2. Commercial activities of all types are prohibited by the deed restrictions, and such prohibition includes, without limitation, machining, welding, fabricating and assembling. Only activities which are carried on for the sole private use and enjoyment of the lot owners shall be permitted.
3. No large object may be built or fabricated on any lot, even for the private use of the lot owner, unless the same may be totally contained within a garage or other outbuilding permitted by the deed restrictions, and said object shall be so contained at all times during its fabrication. Such objects shall include, without limitation, boats, vessels, vehicles and trailers.
4. No commercial vehicles of any kind larger than a one (1) ton pickup truck shall be maintained, parked or permitted on any lot or on any street.
5. Mail posts shall be of suitable material commercially manufactured for such purposes, or attractively designed and installed so as to conform with the architectural style of the home. All installations shall be in accordance with

United States Postal Service regulations and shall be subject to the approval of Declarant or the Association as meeting the requirements of this section and being aesthetically pleasing.

6. Culverts shall be installed to a proper grade as approved by the Declarant or the Association, as applicable, and subject to their supervision. Any installations made without the approval or supervision of the Declarant or Association shall be subject to being removed and reset to proper grade and installation requirements at any time, at the owner's expense, and no recourse shall be had against the Declarant and/or the Association for any alleged damages incident to such reinstallation.
7. All driveways shall be of concrete or masonry construction with concrete or masonry culvert-end headwalls that are properly constructed and attractive in appearance. Headwalls shall be designed to prevent damage to the ends of the culverts and washout.
8. Outside storage of boats, recreational vehicles, campers and other vehicles of any type, where otherwise permitted by provisions of the deed restrictions, shall require an appropriate poured concrete pad which shall be located adjacent to a garage or other permitted outbuilding.
9. No storage of a vessel, boat, trailer or other movable object exceeding twenty (20') feet in length, shall be permitted on any lot, excepting commercially manufactured travel trailers and/or motor homes which may be up to thirty-five (35') feet in length.

ARTICLE III

The covenants, conditions, easements, reservations and restrictions, hereby adopted are imposed upon of all said lots, as defined herein, and shall constitute covenants running with the title of said lots and which shall be binding upon and inure to the benefit of Declarant, its successors and assigns, as well as the Whitewing Property Owners Association, and both Declarant and the Association shall have the right, but not the duty, to enforce the restrictions, reservations, covenants and conditions herein set forth by any proceeding at law and/or in equity as may be deemed advisable or appropriate.

ARTICLE IV

Enforcement

These additional covenants, conditions, easements, reservations, and restrictions may be enforced by Declarant, the

Association, or the owner of any of said lots in the same manner as provided in Articles XI and XII, respectively, of each of the Declaration Instruments herein referred to, and all provisions of said Articles XI and XII hereby adopted by reference shall be applicable to the enforcement of these additional restrictions.

ARTICLE V

General Provisions

Section 1. Invalidation of any one or more of the covenants or restrictions set out herein by the judgment of any court of competent jurisdictions shall in no wise affect any other provisions, all of which shall remain in full force and effect.

Section 2. The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 1999, after which time they shall be automatically extended for successive periods of ten (10) years each, unless by duly recorded instrument signed by a majority of the property owners in either Section I or Section II, it is agreed to change or modify said covenants, conditions, and restrictions in whole or in part, as to either Section I and/or Section II.

Section 3. No obligation is created hereby with respect to property adjacent to or adjoining the Properties and which is a part of a larger tract of land owned by Declarant. While Declarant may subdivide other portions of its property or may subject same to a declaration such as this Declaration, Declarant shall have no obligation to do so. Any Subdivision Plat or declaration executed by Declarant with respect to any of its other property may be the same or similar or dissimilar to the Subdivision Plat covering the Properties or any part thereof, or to this Declaration.

Section 4. For all purposes the adoption of the additional covenants, conditions, easements, reservations, and restrictions, as provided herein, shall be construed, to the same effect, as if said covenants, conditions, easements, reservations, and restrictions had been contained in the respective original Declaration Instruments herein referred to.

WITNESS THE EXECUTION of this instrument by the Malley Corporation this the 3rd day of June, 1985.

MALLEY CORPORATION, Declarant

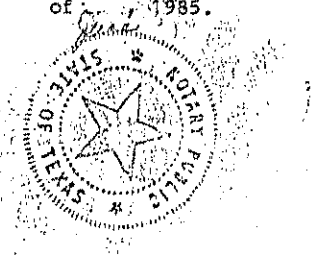
By: [Signature]

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared David McCoy, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MALLEY CORPORATION, a Texas corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3 day of July, 1985.



Winnifred Maddox
Notary Public, Harris County, Texas

Winnifred Maddox
Typed or Printed Name

My commission expires:

3-13-89

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby confessed, this instrument has been joined in by JOHN L. BUVENS, of Harris County, Texas, for the purpose of evidencing his approval of the foregoing instrument and acknowledgment that the vendor's and deed of trust liens in his favor securing a note in the original principal sum of \$90,000.00, dated July 2, 1973, covering a tract of land containing 95.53563 acres, as described in a deed of even date therewith recorded in Volume 723 Page 478 of the Deed Records of Liberty County, Texas, are expressly made subordinate to all of the terms and conditions of this instrument.

Executed this 26th day of ^{July}~~June~~, 1985.

John L. Buvens
JOHN L. BUVENS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

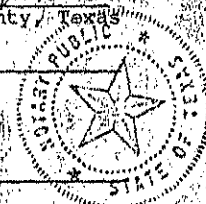
BEFORE ME, the undersigned authority, on this day personally appeared JOHN L. BUVENS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

~~June~~ ^{July} 26, 1985. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of

Leslie K. Faulkner
Notary Public, Harris County, Texas

LESLIE K. FAULKNER
Typed or Printed Name

My commission expires:
3/21/1989



FILED FOR RECORD

1985 JUL 31 PM 4:24

Wanda Barker
COUNTY CLERK
LIBERTY COUNTY TEXAS

STATE OF TEXAS
COUNTY OF LIBERTY
I, WANDA BARKER, hereby certify that this instrument as FILED in file number sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the volume and page of the OFFICIAL PUBLIC RECORDS of Liberty County, Texas, as stamped hereon by me on

AUG - 2 1985



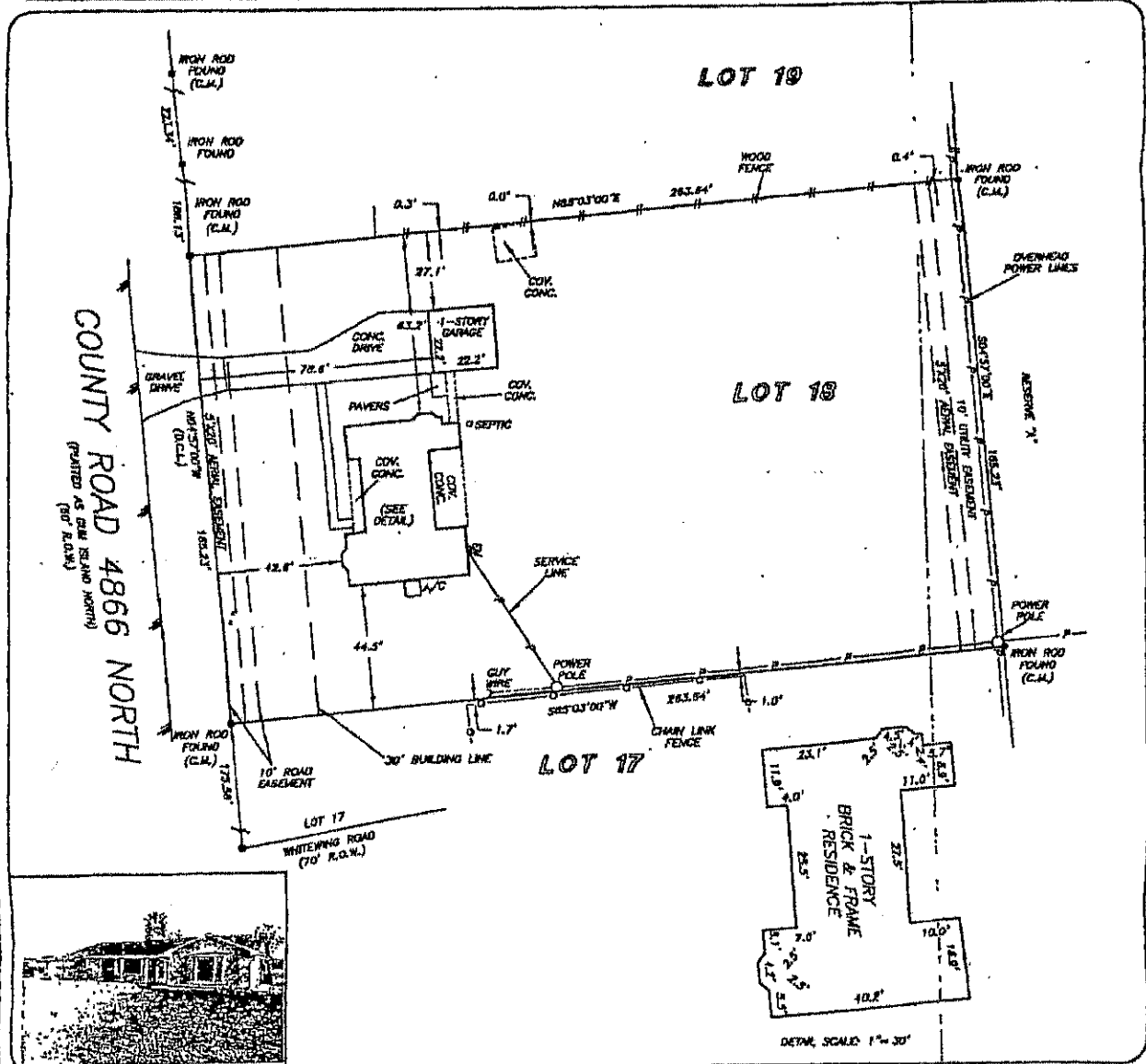
Wanda Barker
COUNTY CLERK
LIBERTY COUNTY, TEXAS

GF. NO. 1129130091 NORTH AMERICAN TITLE
 ADDRESS: 74 COUNTY ROAD 4866 RTH
 DAYTON, TEXAS 77535
 BORROWER: DANIEL E. VOTAW JR.

LOT 18
WHITEWING SUBDIVISION, SECTION 1

ACCORDING TO THE MAP OR PLAT THEREOF RECORDED
 UNDER VOLUME 8, PAGE 153, OF THE MAP RECORDS
 OF LIBERTY COUNTY, TEXAS

SCALE 1" = 50'



THIS PROPERTY DOES NOT LIE WITHIN THE
 100 YEAR FLOOD PLAIN AS PER FIRM
 PANEL NO. 48291C 0073 C
 MAP REVISION: 05/02/2008
 ZONE X
 BASED ONLY ON VISUAL EXAMINATION OF MAPS.
 INACCURACIES OF FEMA MAPS PREVENT EXACT
 DETERMINATION WITHOUT DETAILED FIELD STUDY

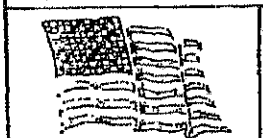
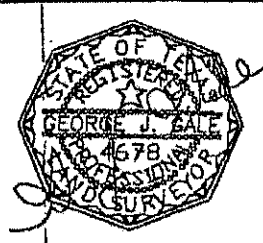
A SURFSURFACE INVESTIGATION
 WAS BEYOND THE SCOPE OF THIS SURVEY

D.C.L. - DIRECTIONAL CONTROL LINE
 RECORD BEARING: VOLUME 8, PAGE 153 L.C.M.R.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE
 ON THE GROUND, THAT THIS PLAT CORRECTLY
 REPRESENTS THE FACTS FOUND AT THE
 TIME OF SURVEY AND THAT THERE ARE NO
 ENCROACHMENTS APPARENT ON THE GROUND,
 EXCEPT AS SHOWN HEREON. THIS SURVEY IS
 CERTIFIED FOR THIS TRANSACTION ONLY AND
 ABSTRACTING PROVIDED IN THE ABOVE
 REFERENCED TITLE COMMITMENT WAS RELIED
 UPON IN PREPARATION OF THIS SURVEY.

GEORGE DALE
 PROFESSIONAL LAND SURVEYOR
 NO. 4678
 JOB NO. 11-10487
 DECEMBER 07, 2011

DRAWN BY: JZ



**Cornarstous
 Mortgage Company***
BRYAN SMITH
281-296-1802



6116579

AFFIDAVIT



2007002043 3 PGS

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

BEFORE ME, the undersigned authority, on this date personally appeared FRED G. McCOY, well known to me to be the person whose name is subscribed hereto who, upon being first duly sworn, deposes and says:

"My name is FRED G. McCOY. I am 58 years of age, and I currently reside at 133 CR 4865, Dayton, TX 77535. I am competent to make this affidavit.

"I have observed myself, and have been advised by surveys by licensed surveyors of my own commission and paid for by me, of two encroachments onto Lot 19 of Whitewing Subdivision, Section I, recorded in Volume 8, page 153, Liberty County Map Records, Liberty County, Texas.

"The encroachments consist of a doghouse on a concrete slab and a portable building. As shown on one of the surveys, the portable building extends 2.2 feet at one end and 3.0 feet at the other end onto Lot 19, and the doghouse extends .4 feet at one end and 1.2 feet at the other end onto Lot 19. The remainder of the buildings are on Lot 18.

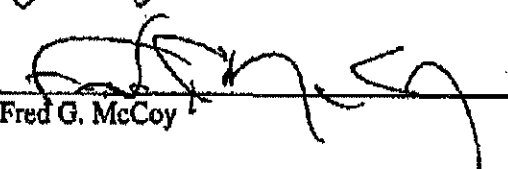
"The owners of the encroachments are the owners of Lot 18 of said subdivision, namely, Jason and Hillary Battles of 74 CR 4866, Dayton, Texas 77535. I have made earnest attempts to have the encroachments removed but have been met with resistance by Mr. and Mrs. Battles.

"The area of encroachment is within an easement for a water line to serve the subdivision. The plans for the water line were made and the line stubbed in prior to the positioning of the encroachments. In the event of construction of the line (which Affiant has the right but not the

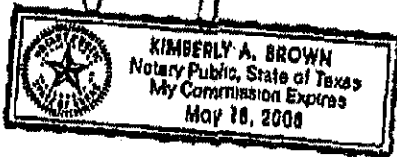
obligation to install), the construction efforts would be frustrated by the encroachments because they extend into the work area and within several inches of the edge of the location of the line."

Further affiant sayeth not.

WITNESS my hand this the 30th day of January, 2007.


Fred G. McCoy

SWORN TO AND SUBSCRIBED BEFORE ME by the said FRED G. McCOY, this 30th day of January, 2007, to certify which witness my hand and seal of office.




Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

BEFORE ME, the undersigned authority, on this day personally appeared FRED G. McCOY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of January, 2007.




Notary Public, State of Texas

24

Ret to:
Fred McCoy
133 CR 4865
Dayton TX
77535

OFFICIAL RECORDS
LIBERTY COUNTY
DELTA BELLERS
COUNTY CLERK
RECORDING FEE \$19.00
2007082043
02/09/2007 02:07 PM 3 PGS
NECESSARY DC Receipt H001824

STATE OF TEXAS }
COUNTY OF LIBERTY }
I, Delta Bellers, hereby certify that this instrument as FILED in the number
sequence on the date and of the line stamped hereon by me, and was duly
RECORDED in the volume and page of the OFFICIAL PUBLIC RECORDS
of Liberty County, Texas, as stamped hereon by me on

FEB - 9 2007

Delta Bellers
COUNTY CLERK
LIBERTY COUNTY, TEXAS

6116579

AFFIDAVIT



2007002044 5 PGS

THE STATE OF TEXAS §
COUNTY OF LIBERTY §

BEFORE ME, the undersigned authority, on this date personally appeared ANGEL SEGURA, well known to me to be the person whose name is subscribed hereto who, upon being first duly sworn, deposes and says:

"My name is ANGEL SEGURA. I am 26 years of age, and I currently reside at 3008 Albemarle Drive, Pasadena, Texas 77503. I am competent to make this affidavit.

"I have been made aware of the fact that portions of a dog house on a slab and a portable building encroach, or extend, across the South line of Lot 19 of Whitewing Subdivision, Section 1, and onto said Lot 19.

"I have contracted with Fred McCoy, owner of Lot 19, to purchase the lot from him. He has personally pointed out to me the existence of the encroachments and their physical location. He has also shown me a survey prepared by Michael W. Chandler dated June 26, 2006 showing the doghouse and a survey prepared by John Griffin dated February 1, 2007 showing the doghouse and the portable building, and I have a copy of both. They are both attached hereto and made a part hereof. He has told me that he has made earnest efforts to secure the cooperation of the owner of the said buildings in removing the encroachments, but the owner has not responded.

"I have agreed with Mr. McCoy, that in return for a \$1,000 reduction in the purchase price, I will accept Lot 19 in its current condition with the encroachments, and waive the exemption from

coverage in the title insurance policy I will receive insuring title to Lot 19, and accept all responsibility of removing the encroachments, in the event I decide to do so.

"By this affidavit I am not stating that the encroachments are proper, or waiving the right to remove them by self-help or legal process, if any, but I am releasing Fred McCoy, his heirs and assigns, from responsibility to me for their existence."

Further affiant sayeth not.

WITNESS my hand this the 6 day of February, 2007.

Angel Segura
Angel Segura

SWORN TO AND SUBSCRIBED BEFORE ME by the said ANGEL SEGURA, this 6 day of Feb, 2007, to certify which witness my hand and seal of office.



Sonja Baldridge
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

BEFORE ME, the undersigned authority, on this day personally appeared ANGEL SEGURA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6 day of Feb, 2007.



Sonja Baldridge
Notary Public, State of Texas

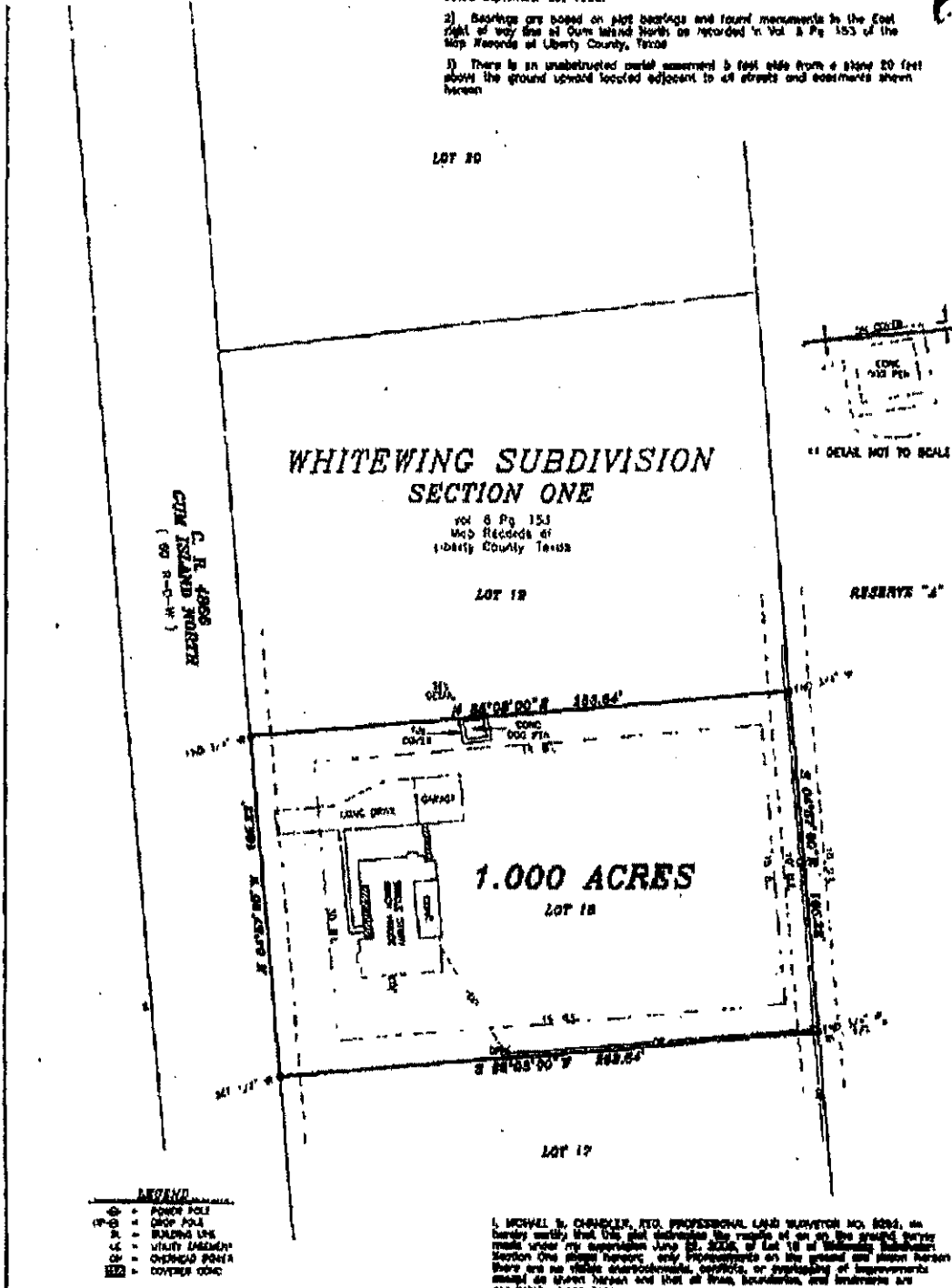
Jacyn BATHES

SCALE 1 INCH = 50 FEET

**C. C. BRUNSON LEAGUE
A - 741**

NOTES

- 1) This property is situated in Zone "Y" according to F.H.M. Community Plan No. 480-36 of 1958 for the Unincorporated Areas of Liberty County, Texas, dated September 30, 1958.
- 2) Bearings are based on plot bearings and found monuments in the East right of way line of Ours Island North as recorded in Vol. 8 Pg. 153 of the Map Records of Liberty County, Texas.
- 3) There is an unobstructed metal monument 5 feet wide from a stone 20 feet above the ground upward located adjacent to all streets and easements shown herein.



- LEGEND**
- ⊙ = POWER POLE
 - ⊙-⊙ = DRAIN POLE
 - = BUILDING LINE
 - = VULNER EASEMENT
 - ⊙ = CORNER POINT
 - = COVERED CONC.

I, MICHAEL S. CHAMBERS, JTD. PROFESSIONAL LAND SURVEYOR NO. 8094, do hereby certify that this plat embodies the results of an on the ground survey made under my supervision July 28, 2004, of Lot 18 of Whitewing Subdivision Section One aforesaid, and that the monuments on the ground are shown herein there and no visible encroachments, corrections, or duplications of improvements should be shown herein and that all lines, boundaries, and instruments are accurately shown herein.

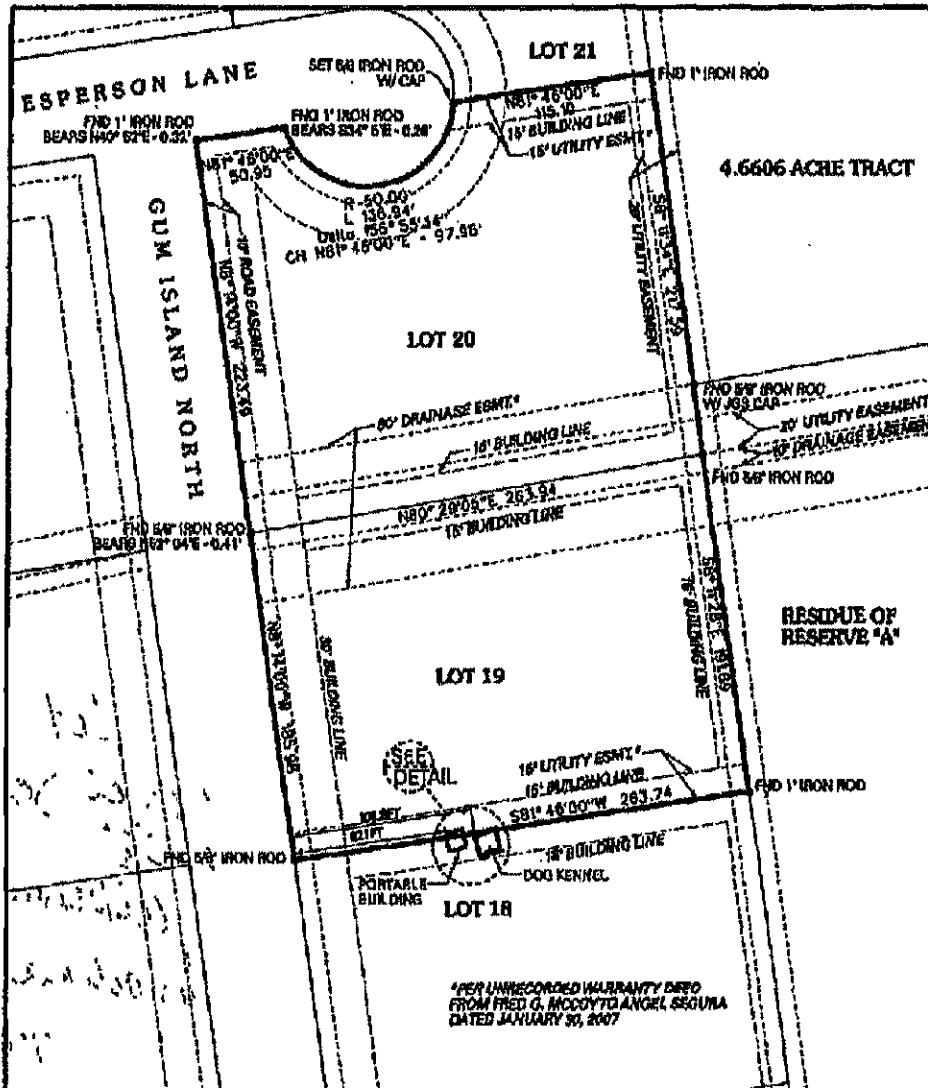
WITNESS my hand and seal at MOUNT BELLEVILLE, TEXAS, this 28th day of July, A. D. 2004.

Michael S. Chambers

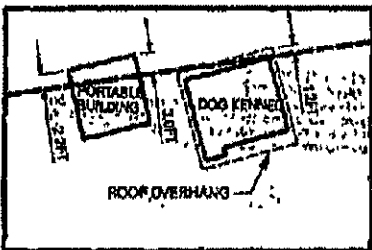
CHAMBERS SURVEYING & MAPPING
P. O. Box 1172 1601 SOUTH TEXAS 75448
[817] 774-7744

OWNER	LOT	BLDG	SECTION	PLAT	SECTION
CC	18	N/A	BRUNSON	WHITEWING	SECTION ONE
BLDG			BRUNSON	C. C. BRUNSON LEAGUE A - 741	
BLDG			LIBERTY	TEXAS	LIBERTY COUNTY
DATE	17				
BY					
FOR					

JOHN GRIFFIN, Surveyors
 211 NORTH MAIN POST OFFICE BOX 1437
 BOX 263-2103 DAYTON, TEXAS 77506



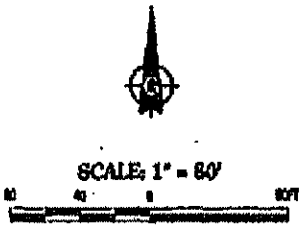
Handwritten notes:
 10/23/07
 10/23/07
 10/23/07
 10/23/07
 10/23/07
 10/23/07



DETAIL
 SCALE: 1" = 20'

Handwritten signature: John P. Griffin

NOTES
 1) All bearings are grid, based on the Texas Coordinate System (national mean), all distances are surface, horizontal distances.
 2) All iron rods have caps stamped 'AGS 1915 2038 DAYTON TX.'
 3) Property subject to Restrictions Covenants and Easements in Volume 831, Page 105; Volume 1079, Page 870 and Volume 1095, Page 648 of the Official Public Records of (Liberty County), Texas.
 4) A 10' (10') strip reserved along all tract lines, for a general drainage and utility easement, per recorded plat.



SURVEY
 Of Lots 19 and 20 in
 Whitewing Section I
 Recorded In Volume 8, Page 153
 Liberty County Map records

 Located in the
C. C. BRUNSON SURVEY
 A-741
 Liberty County, Texas
 February 1, 2007

33

Ret to
Angel Segura
3008
Alkermarke Dr.
Pasadena, TX
77503

STATE OF TEXAS }
COUNTY OF LIBERTY }
(This return, having been filed for record in the number
indicated on the date and at the time specified herein by me, and was duly
RECORDED in the volume and page of the OFFICIAL PUBLIC RECORDS
of Liberty County, Texas, at Newport, Texas, by me on

OFFICIAL RECORDS
LIBERTY COUNTY
GILLIG BELLENGER
COUNTY CLERK
RECORDING FEE \$27.00
200702044
02/09/2007 02:07 PM 5 PGS
HARRIS, DC Receipt #001824

FEB - 9 2007

Cheli Belle
COUNTY CLERK
LIBERTY COUNTY, TEXAS

Final for Recording

THE STATE OF TEXAS

COUNTY OF LIBERTY

#7141

Vol 831 Part 105

COVENANTS, RESTRICTIONS, CONDITIONS
AND RESERVATIONS AFFECTING
WHITewing SURDIVISION, SECTION I

WHEREAS, a Declaration instrument, dated February 14, 1977, captioned "Declaration, Reservations, Conditions, Easements and Restrictions Affecting Hatcherville Farms, a subdivision in Liberty County, Texas" was filed by David W. McCoy, as "Owner", in the records of the County Clerk of Liberty County, Texas, under Clerk's File No. 1378, on February 16, 1977, and recorded in Volume 793 Page 81 of the Deed Records of Liberty County, Texas, imposing certain covenants, conditions, easements, reservations and restrictions on certain acreage out of a tract of land containing 154.7 acres, out of the C.C. Brunson Survey, Abstract No. 741, and the Julianna Malley League, Abstract No. 71, in Liberty County, Texas, as fully described in Exhibit "A" attached to said instrument, reference to its recording being hereby made for all purposes; and

WHEREAS, by a Declaration instrument dated May 24, 1977, carrying the same caption as the instrument dated February 14, 1977, filed under Clerk's File No. 6968, on August 19, 1977, and recorded in Volume 805 Page 176 of the Deed Records of Liberty County, Texas, the said David W. McCoy recalled and voided the provisions of the instrument dated February 14, 1977, and substituted in place thereof the provisions of the latter Declaration instrument dated May 24, 1977; and

WHEREAS, the entire 154.7 acres tract was subsequently conveyed by David W. McCoy to the Malley Corporation, a Texas corporation, by deed dated June 28, 1977, and recorded in Volume 823 Page 103 of the Deed Records of Liberty County, Texas; and

WHEREAS, the Malley Corporation is presently the owner of all rights, title and interest in and to all of said 154.7 acres described in said Declaration instruments, and no executory contract of any nature for the conveyance of any interest in any of said land is presently outstanding; and

WHEREAS, the Malley Corporation, hereinafter referred to as "Declarant", desires to recall the Declaration instrument dated May 24, 1977 and to completely void the same with respect to the entire 154.7 acres; and

WHEREAS, Declarant desires to place restrictions, covenants, conditions, stipulations and reservations upon a portion of said 154.7 acres, hereinafter described; NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

ARTICLE IRescission of Prior Declaration Instrument

Malley Corporation hereby recalls, rescinds and voids for all purposes the Declaration instrument dated May 24, 1977, hereinabove referred to, and declares that said instrument shall henceforth have no further force or effect, and shall not be considered for any purpose as an encumbrance upon any of the properties contained within the said 154.7 acres tract. Declarant further reaffirms the prior recall of the earlier Declaration instrument dated February 14, 1977.

ARTICLE IIImposition with Respect to Whitewing Subdivision, Section I

The Malley Corporation, as the owner of all lots in Whitewing Subdivision, Section I, an addition in Liberty County, Texas, according to the plat thereof (the "Subdivision Plat") filed for record in Volume 8 Page 163 of the Plat Records of Liberty County, Texas, said lots being described in said plat as being One through Twenty seven (1-27), inclusive, desires to place restrictions, covenants, conditions, stipulations and reservations upon all of said property in said Whitewing Subdivision, Section I; NOW, THEREFORE, Declarant does hereby adopt, establish and impose the following restrictions, covenants, reservations and conditions upon all lots, as defined herein, which shall constitute covenants running with the title of said lots and which shall be binding upon and inure to the benefit of Declarant, its successors, and each and all of such beneficiaries; and further the Whitewing Property Owners Association (hereinafter identified) shall have the right to enforce the restrictions, reservations, covenants and conditions herein set forth by any proceeding at law and/or in equity as may be deemed advisable or appropriate.

ARTICLE IIIDefinitions

Section 1. "Properties" shall mean and refer to all land in Whitewing Subdivision, Section I, which is subject to the matters set forth herein and in the Subdivision Plat, and any additional land subsequently made subject to the terms hereof by annexation pursuant to the provisions set forth herein.

Section 2. The words "lot" or "lots" shall mean or refer to any plot of land shown upon the Subdivision Plat, with the exception of (a) any portion of the Properties which is or may be hereafter designated or described on the Subdivision Plat as "Not Platted", "Reserved", "Reserve" or with words of similar meaning, and (b) any lands lying outside the Properties designated as "Future Development", and

(c) land described in Exhibit "A", if any, attached hereto and made a part hereof.

Section 3. "Declarant" shall mean and refer to the MALLEY CORPORATION, or its successors.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those whose interest is held merely as security for the performance of an obligation.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Whitewing Subdivision, Section I, of record as hereinabove mentioned, or as such plat may be amended.

Section 6. "Association" shall mean and refer to the Whitewing Property Owners Association, a Texas non-profit corporation, its successors or assigns.

Section 7. "Common Area" shall mean all real property which may be acquired by the Association for the common use and enjoyment of the owners in this subdivision and, where applicable, in any additional land subsequently annexed into the jurisdiction of the Association. No Common Area presently exists with respect to the Subdivision.

ARTICLE IV

Property Rights

Section 1. Every Owner shall have a non-exclusive right and easement of enjoyment in and to any Common Area hereafter annexed to the Subdivision, which right shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admissions and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility company for such purposes and subject to such conditions as

may be agreed to by the members; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of its members agreeing to such dedication or transfer has been recorded.

Section 2. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family or to persons residing on the lot under a lease or contract to purchase from the Owner.

ARTICLE V

Membership and Voting Rights in Association

Section 1. Membership. Each Owner of a lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any lot.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant, who shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, taking into consideration any additional lots then annexed to the Subdivision.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote upon all matters as one group.

Section 3. Bylaws. The Association may make whatever rules and bylaws it shall deem desirable to govern the Association and its members, provided however, any conflict between such bylaws and the provisions hereof shall be controlled by the provisions hereof.

Section 4. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE VIAssessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of any Common Areas. The responsibilities of the Association shall include, but not be limited to the maintenance and repair of the walkways, steps, and other improvements; constructing and maintaining parkways, rights of ways, easements, esplanades and other public areas; construction and operation of street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen; caring for vacant lots; removal of garbage and trash; and doing all other things necessary or desirable in the opinion of the Association to keep the Properties in the Subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3. Date of Commencement of Annual Maintenance Charge. The annual maintenance charge provided for herein shall commence as to each lot on the first day of the month following the conveyance of such lot to an Owner.

Section 4. Rate of Assessment. The annual maintenance charge will be paid by the Owner or Owners of each lot in monthly installments, as specified by the Association, commencing on the first day of the month following the conveyance of the lot to the Owner. For the first year of ownership or any fraction thereof of the first year, the assessment shall be the number of months the lot has been occupied by an Owner times the monthly assessment rate payable on January 1 for the preceding first year or fraction of the first year. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the Subdivision may, in the judgment of the Association, require; provided that all assessments will be uniform and in no event will the annual maintenance charge exceed \$12.50 per lot per month, or \$150.00 per lot per year, unless increased as provided below. The Association may collect special assessments as well as the annual maintenance charges above described whenever the members so vote.

Section 5. Maximum Annual Maintenance Charge. Until January 1, 1980, the maximum annual maintenance charge shall be \$150.00. From and after January 1, 1980, the maximum annual maintenance charge may be increased each year with a two-thirds (2/3) vote of each class of membership who are voting in person or by proxy, at a meeting duly called for such purpose. The Board of Directors of the Association may fix the annual maintenance charge at an amount not in excess of the maximum amount, and shall fix the amount of the annual maintenance charge against each lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual maintenance charge shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon a Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 8. Creation of Subordinate Lien. To secure the payment of the assessments established hereby, a continuing deed of trust lien has been created by Declarant in favor of the Association against each lot; provided, however, that such lien shall be specifically secondary, subordinate and inferior to all liens, present or future, given, granted, and created by or at the instance and request of the Owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot. The sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to the foreclosure of a prior mortgage lien, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer; no such sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof. As a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. registered or certified mail, and shall contain a statement of the delinquent assessment upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular lot covered by such first mortgage lien to the holder thereof.

Section 9. Duration. The assessments provided for herein shall remain effective for the full term (and extended term, if applicable) of the restrictive covenants created herein.

Section 10. Annexation. Additional lands adjacent to the Subdivision may hereafter be annexed into the jurisdiction of the Association in the manner hereinafter described. If annexed, the Owners of lots in each future section of the Subdivision so annexed as well as all Owners subject to the jurisdiction of the Association shall be entitled to the use and benefit of any Common Areas as may become subject to the jurisdiction of the Association as a result of such annexation and the facilities situated thereon, and shall be entitled to the use and benefit of the maintenance fund hereinabove set forth, provided that each future section of the Subdivision must be impressed with and subject to an annual maintenance charge and assessment on a uniform, per lot basis, equivalent to those imposed hereby, and further such sections shall be made by recorded restrictions subject to the jurisdiction of the Association. Declarant reserves for itself and its successors or assigns the absolute unilateral right to annex any such additional lands into the jurisdiction of the

Association, at any time, and from time to time, by complying with the foregoing provisions, and by serving the Association with due notice of such action.

ARTICLE VII

Reservations, Exceptions and Dedication

Section 1. Recorded Subdivision Plat of the Properties.
The Subdivision Plat dedicates for use as such, subject to any limitation as set forth therein, the streets and easements shown thereon and such Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain building lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Easements. Declarant reserves the easements and rights of way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, cable television or any other utility Declarant sees fit to install in, across or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Neither Declarant nor any utility company or authorized political subdivision using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the Owner on the land covered by said easements. All easements are reserved for the mutual use and accommodation of garbage collectors and all utility companies desiring to use the same. Any utility company shall have the right to remove and keep all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective utility system on any easement strips, and any utility company shall, at all times, have the right of egress and ingress to and from and upon said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or any part of its respective utility system without the necessity at any time of procuring the permission of anyone.

Section 3. Extension of Connection Privileges to Systems.
Declarant reserves the right to grant or deny to areas outside of the Subdivision connection privileges to any utility systems installed at the cost of Declarant.

Section 4. Installation of Paving. Declarant reserves the right, during installation of paving of the streets as shown on the Subdivision Plat, to enter onto any of the Properties for the purpose of disposing of street excavation, including the removal of any trees, if necessary, whether or not the Properties have been conveyed to or contracted for sale to any other Owner.

Section 5. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or cable television purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner or any agents through, along, or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved.

Section 6. Existing Liens. Violation or failure to comply with the foregoing restrictions, covenants, and conditions shall in no way affect the validity of any mortgage, loan or bona fide lien which may, in good faith, be then existing on any lot.

Section 7. Exclusions. These restrictions shall not extend to or cover any portion of the Properties which is or may hereafter be designated or described (i) on the Subdivision Plat with the terms "Not Platted", "Reserved" or "Reserve", or with words or terms of similar meaning, (ii) any lands lying outside the Properties designated as "Future Development", or (iii) which are described in Exhibit "A", if any, attached hereto and made a part hereof for all purposes. Said Reserves shall be used and utilized for purposes harmonious with the residential character of the remainder of the Properties and such uses may include, but not by way of limitation, multi-family sites, water well sites, shops or facilities for the sale of food, beverages, clothing, services and other items for personal uses, professional offices or clinics, automobile service stations or facilities of a similar nature.

ARTICLE VIII

Use Restrictions

Section 1. No lot shall be used except for single-family residential purposes. The term "residential purposes", as used herein, shall be held and construed to exclude hospitals, clinics, multi-family dwellings of any type, boarding houses, hotels, and commercial and professional uses of all types, and such uses are hereby expressly prohibited.

Section 2. No commercial enterprise whatsoever may be conducted upon any lot.

Section 3. No residential structure may be moved onto any lot, and all residential structures built on any lot shall be in conformity with the provisions of this Declaration.

Section 4. Only one residential structure may be constructed on any lot, provided that this shall not prohibit the construction of a residence upon one lot and at least a portion of a second lot combined into a single homesite.

Section 5. No lot shall be re-subdivided, save and except, where sold in connection with an adjoining full lot for use as one homesite. Not less than a full lot may be utilized as a homesite.

Section 6. Only one single-family residence may be constructed on an established homesite composed of two or more adjoining lots; provided, however, that nothing by this restriction shall be construed so as to prevent the construction of a single family residence on a commonly owned adjoining full lot not incorporated into the homesite of an existing single family residence.

Section 7. Each lot shall be permitted to have erected thereon such additional outbuildings as shall be reasonably necessary in connection with the residential use of any such lot by a single family.

Section 8. No home may be constructed upon any lot unless it has complete sanitary facilities, including, among others, a lavatory, toilet, wash basin, tub or shower, and kitchen sink, all with running hot and cold water, and all such facilities must be connected to a proper system in conformity with state and local health regulations. No outside toilets may be constructed on any lot. No structure lacking such facilities may be occupied, even temporarily, as a residence.

Section 9. No residential structure or outbuildings (including garages and porte cocheres) shall be located on any lot so that the walls are closer than thirty (30') feet from the right of way line of all streets, nor may such walls be located closer than fifteen (15') feet from any interior or back lot line; provided that garages and outbuildings may be located a minimum of ten (10') feet from an interior lot line if the front wall thereof is located more than one hundred (100') feet from the street right of way line. Basements along the perimeter lines of certain lots dictate a greater set-back requirement. If a lot and at least a portion of an adjoining lot have been combined into a single homesite, no resubdivision of such homesite may occur which would result in a violation of the setback requirements of this section.

Section 10. The construction of any improvements on any lot shall be completed within nine (9) months from the

commencement of construction, unless an extension in such time is granted in writing by the Association, and no structure shall be deemed to be completed until its exterior is painted and otherwise finished in a reasonable manner. No residential structure may be occupied until it is substantially completed.

Section 11. The Owner of a lot shall be obligated to commence construction of residential improvements within eighteen (18) months following the conveyance to him of his lot.

Section 12. All building materials shall be new, unless otherwise approved by the Association.

Section 13. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure shall be approved by the Architectural Control Committee, hereinafter established.

Section 14. The minimum floor area of any residential structure shall be 1,600 square feet, exclusive of porches and garages. The maximum height of any residential structure shall be two stories. The exterior walls of all residential structures and garages shall be of at least fifty-one (51) percent masonry (brick, stone or other masonry approved by the Association), and all other materials used on the roof and outside walls of residential structures and garages shall be suitable for such purposes and, if metallic, shall be fabricated for residential roofing or siding purposes, as applicable.

Section 15. Each residential structure shall be accompanied by a completely enclosed two-car (or larger) garage, which may be either attached or detached. Carports may be maintained, but only in addition to, and not in lieu of, the minimum garage requirement.

Section 16. All improvements placed upon any lot must be kept in a good state of repair, and must be painted or preserved when normally required to preserve the attractiveness thereof and/or pursuant to recommendations of manufacturers.

Section 17. No tent, loan-to, shack or other temporary structure of any character shall be constructed on any lot, nor may a camping trailer or mobile home be used as a residence pending construction of a residential structure.

Section 18. No livestock, horses, poultry or animals of any kind may be maintained, except the usual household pets. Dogs may not be permitted to run loose. No commercial breeding or kennelling of household pets shall be permitted.

Section 19. No obnoxious, offensive, unlawful or immoral use shall be made of any lot.

Section 20. No spirited, vinous, malt liquors, or medicated bitters capable of producing intoxication shall be

sold or offered for sale on any lot.

Section 21. All fences constructed shall be of materials reasonably suited for fencing purposes and such fences shall be maintained in a sound condition. No wire fences shall be considered suitable other than commercially fabricated chain-link fencing. No fence may be electrified. No fence, wall, or hedge shall be placed on any lot closer than the thirty (30') foot setback line from the street.

Section 22. All lots, whether improved or not, shall be maintained in a reasonably presentable manner. No unsightly storage of any type visible from the street or adjoining lots may be maintained.

Section 23. Garbage and other waste shall be maintained only in appropriate sanitary containers, and shall be removed from the premises on a timely basis to prevent unsanitary or offensive conditions to exist. If the Association has organized or contracted with a private garbage removal service, each lot owner shall comply with all provisions established in connection therewith.

Section 24. No trash, ashes, or other refuse may be thrown or dumped on any lot, vacant or improved.

Section 25. All culverts shall be constructed (and reconstructed, where replaced) of reinforced concrete pipe or spiral aluminum pipe, shall have a net drainage opening sufficient to permit the free flow of water without the accumulation of backwater, and shall be set at a sufficient depth below the ditch bottom to prevent washout. The size of opening shall be as directed by Declarant or the Association. Suitable culverts must be provided for all driveways and walks. The driveway culvert shall be at least twenty-four (24') feet in width.

Section 26. No automobile shall be maintained on any lot unless the same shall be currently registered and licensed. All boats, travel trailers and vehicles of any type whatsoever shall be parked and maintained on any lot beyond the building setback lines. No vehicles may be parked on any street at any time other than conventional passenger vehicles, which may be parked for short periods during daylight hours.

Section 27. No building material of any kind or character shall be placed or stored upon any lot until the lot owner is ready to commence construction. All such material shall be placed within the setback lines of any such lot unless the same is expected to be utilized in construction within seven (7) working days.

Section 28. The general principle of waste shall apply with regard to all lots, so that the excavation of soil for removal to another site is prohibited, and the cutting of trees is restricted to the reasonable clearing of land for

the construction of improvements, to remove dead or unsightly trees, or for the thinning of trees to improve the growth of remaining trees, in keeping with sound conservation principles.

Section 29. The discharge of firearms or high velocity weapons of any type within the subdivision is prohibited, and no projectile of any type shall be permitted to cross the lot line or street right of way line.

Section 30. No signs or advertising devices of any character shall be erected or displayed to the public view on any lot, except reasonable "For Sale" signs not exceeding 18" x 24" for the marketing of a lot and/or improvements, or the temporary marketing of personal property, such as an automobile, etc.

Section 31. No large scale antennas or any other antennas which would unreasonably interfere with the conventional radio and television reception of any lot Owner shall be maintained. The maximum height of an antenna shall be forty (40') feet.

Section 32. No oil, drilling, oil development operation, quarrying or mining operations of any kind shall be conducted upon any lot.

Section 33. No drainage facility shall be constructed which would cause the unreasonable flow of water onto an adjoining lot.

Section 34. No private water wells shall be permitted.

Section 35. The Owner may establish other restrictions applicable to any lot or lots, and incorporate the same in any contract for deed or other conveyance of any lot or lots within the Subdivision, without otherwise modifying the general plan above outlined, and such other restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

Section 36. Violations of any restriction, condition or covenant herein shall give Declarant or the Association the right to enter upon any lot where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass.

ARTICLE IX

Architectural Control Committee

Section 1. The Board of Directors of the Association shall appoint an Architectural Control Committee, which shall be composed of three (3) members. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any initial or

successor member of the committee, the remaining member or members shall have full authority to designate a successor or successors. In the event of the death or resignation or continued absence or failure to function of all members of the committee, the Board of Directors of the Association shall have full authority to appoint a new committee. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed hereunder.

Section 2. The Architectural Control Committee shall have a period of thirty (30) days within which to either approve or disapprove in writing any submissions made to it pursuant to the provisions of Section 13 of Article VIII hereof. If the committee fails to take action by either approving or disapproving any such submissions within said time such submissions shall be deemed approved for all purposes.

Section 3. In considering submitted plans and specifications, the Architectural Control Committee shall have the authority to consider matters of topography, finished grade elevation of a proposed structure, the harmonious arrangement on the building site of the proposed structure with respect to existing structures and structures on adjoining lots, the suitability of the proposed construction materials and construction methods, soil and sub-soil conditions, and all other relevant matters.

ARTICLE X

Water System

Section 1. Declarant has created the Gum Island Utility Company, Inc., ("Gum Island"), a Texas corporation, for the purpose of constructing and installing a private domestic water distribution system in the Subdivision. Said system shall be constructed along the rights of way and easements of the Subdivision. The establishment of fees, regulations, procedures and all other matters pertaining to Gum Island shall be in compliance with all requirements of the Texas Public Utility Commission and the Texas Department of Public Health.

Section 2. All residential structures built on any of the Properties shall be required to connect to laterals installed by Gum Island connecting the system to each of the lots within the Subdivision.

Section 3. Gum Island shall be entitled to establish, from time to time, a reasonable connection fee, and the Owner of each lot shall pay such connection fee as a condition precedent to securing service.

Section 4. Gum Island is authorized to establish and collect from each Owner a reasonable monthly fee for the furnishing of such water service. Said monthly fee may be adjusted, from time to time, as necessary, to cover increased operation and maintenance expenses, to allow for the replacement of facilities, and to allow for a reasonable profit to Gum Island.

Section 5. Gum Island shall have the authority to establish standards with respect to service lines and service apparatus connected to the system, including, without limitation, the size and type of service lines.

Section 6. Service lines shall be installed at the expense of the lot Owner.

Section 7. Any leaks in any service line, pipe or fixture on any lot shall be immediately repaired by the lot Owner. Declarant, and/or Gum Island, as applicable, shall have the right to modify standards from time to time to assure compliance with all applicable codes and regulations. All installations whether on the utility easement or within a lot, shall be subject to inspection at all reasonable times by Declarant and/or Gum Island, to determine compliance with either these provisions or those subsequently established by Gum Island.

Section 8. Water service furnished to any lot shall be intended to serve only the domestic requirements of a single family, and no extraordinary use may be made of any such service.

Section 9. Declarant shall in no event be responsible for any damages done by water escaping from service lines or for any malfunction of the water distribution system. The purchase by each owner of his lot is made expressly pursuant to this disclaimer by Declarant.

Section 10. Gum Island shall have the right and option to convey the total system to the Association for the consideration of \$1.00. Upon the execution and delivery of the appropriate deeds and other instrument of conveyance, the Association shall be responsible for assuming the operation and maintenance of the system, and shall have full discretionary authority with regard to all matters relating thereto.

ARTICLE XI

Sewerage Treatment and Disposal

Section 1. All residential structures shall, prior to occupancy, be connected to a proper septic tank system. Declarant reserves the right to furnish to each Owner procedures, standards and guidelines, as developed by a professional engineer or consultant following analysis of soil conditions, to be followed by the Owner in the installation of the septic tank system. Each lot Owner shall by the acceptance of his conveyance expressly agree to follow the same, and Declarant, its agents or employees, shall be entitled to inspect the installation of such system so as to assure compliance therewith.

Section 2. Septic tanks must be of sufficient capacity to handle the domestic waste of the residential structure built on the lot, considering the number of bathrooms and

other facilities in such structure placing a burden on the system. An appropriate grease trap must be constructed in addition to the septic tank.

Section 3. All septic tank systems must be installed and maintained so as to be in compliance with all applicable state and county health regulations.

Section 4. Declarant reserves the right, either in its own capacity, through Gum Island, or through any third party, to construct and complete a sanitary sewerage treatment and collection system, with laterals connecting such system to each of the lots within the Subdivision. Said system, if so constructed, shall reasonably comply with all applicable regulations.

Section 5. If Declarant elects to construct such a system, no residential structure constructed on any lot thereafter shall be served by a septic tank system, and the Owner of any such lot shall, prior to the occupancy of a residential structure, connect such residential structure to such system. Residential structures completed prior to the completion of said system shall, nevertheless, be required to connect to said system within one (1) year from the completion of the system.

Section 6. Declarant, or other operator of any such system, shall be entitled to establish, from time to time, a reasonable connection fee, and the Owner of each lot shall pay such connection fee as a condition precedent to securing service.

Section 7. Declarant, or other operator of any such system, is authorized to establish and collect from each Owner a reasonable monthly fee for the furnishing of such service. Said monthly fee may be adjusted, from time to time, as necessary, to cover increased operation and maintenance expenses, to allow for the replacement of facilities, and to allow for a reasonable profit.

Section 8. Declarant, or other operator of any such system, shall have the authority to establish standards with respect to service lines and service apparatus connected to the system, including, without limitation, the size and type of service lines.

Section 9. Service lines shall be installed at the expense of the lot Owner.

Section 10. Any leaks in any service line, pipe or fixture on any lot shall be immediately repaired by the lot Owner. Declarant, and/or the other operator of any such system, as applicable, shall have the right to modify standards from time to time to assure compliance with all applicable codes and regulations. All installations, whether on the utility easement or within a lot, shall be subject to inspection

at all reasonable times by Declarant and/or the operator of such system, to determine compliance with these provisions or those subsequently established by Declarant or said operator.

Section 11. Sewerage treatment service furnished to any lot shall be intended to serve only the domestic requirements of a single family, and no discharge, other than ordinary domestic sewerage, shall be made into the system.

Section 12. Declarant shall in no event be responsible for any damage done by any malfunction of such system. The purchase by each Owner of his lot is made expressly pursuant to this disclaimer by Declarant.

Section 13. Declarant and/or other operator of said system shall have the right and option to convey the total system to the Association for the consideration of \$1.00. Upon the execution and delivery of the appropriate deeds and other instruments of conveyance, the Association shall be responsible for the operation and maintenance of the system, and shall have full discretionary authority with regard to all matters relating thereto.

ARTICLE XII

Enforcement

Section 1. In the event any lot, including landscaping or improvements, is not maintained and kept in the manner provided herein, Declarant or the Association, as applicable, shall have the right, either themselves, or through any other persons, to furnish the labor and/or materials necessary to bring said lot or improvements up to the standard required by the provisions of this Declaration, in Declarant's or the Association's sole judgment and discretion. In such event, the Owner of any such lot shall pay to Declarant or the Association an amount equal to all direct and indirect costs and expenses incurred by Declarant or the Association in furnishing such labor and/or materials, and such amount shall constitute a lien on such lot or parcel, and shall be payable within thirty (30) days after the charge is incurred. Any such lien in favor of Declarant or the Association shall be subordinate and inferior to all liens, present or future, given, granted, and created by or at the instance and request of the Owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot.

Section 2. The Declarant or the Association, or any Owner of any other lot, shall have the right, but not the duty, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or the Association, or by any lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the

right to do so thereafter.

ARTICLE XIII

General Provisions

Section 1. Invalidation of any one or more of the covenants or restrictions set out herein by the judgment of any court of competent jurisdiction shall in no wise affect any other provisions, all of which shall remain in full force and effect.

Section 2. The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 1999, after which time they shall be automatically extended for successive periods of ten (10) years each, unless by duly recorded instrument signed by a majority of the property owners, it is agreed to change or modify said covenants, conditions, and restrictions in whole or in part.

Section 3. The conveyance of all lots in Whitewing Subdivision, Section I, shall be made subject to the prior reservation of all mineral interests, and the existence of all rights of way, easements, conditions, exceptions, restrictions and covenants of whatsoever nature of record whether or not expressly stated or contained in a deed or contract for deed with reference to any of said lots.

Section 4. No obligation is created hereby with respect to property adjacent to or adjoining the Properties and which is a part of a larger tract of land owned by Declarant. While Declarant may subdivide other portions of its property or may subject same to a declaration such as this Declaration, Declarant shall have no obligation to do so. Any Subdivision Plat or declaration executed by Declarant with respect to any of its other property may be the same or similar or dissimilar to the Subdivision Plat covering the Properties or any part thereof, or to this Declaration.

WITNESS THE EXECUTION of this instrument by the MALLEY CORPORATION this the 1st day of July, 1978.

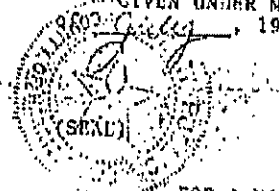
MALLEY CORPORATION, Declarant

By David W. McCoy
DAVID W. MCCOY, President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared DAVID W. McCOY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MAILLY CORPORATION, a Texas corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of July, 1978.



Sandra Harmon
NOTARY PUBLIC, HARRIS COUNTY, TEXAS

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby confessed, this instrument has been joined in by JOHN L. BUWENS, of Harris County, Texas, for the purpose of evidencing his approval of the foregoing instrument and acknowledgment that the vendor's and deed of trust liens in his favor securing a note in the original principal sum of \$90,000.00, dated July 2, 1973, covering a tract of land containing 95.53563 acres, as described in a deed of even date therewith recorded in Volume 723 Page 478 of the Deed Records of Liberty County, Texas, are expressly made subordinate to all of the terms and conditions of this instrument.

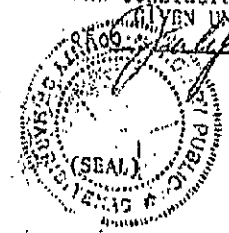
Executed this 10th day of July, 1978.

John L. Buwens
JOHN L. BUWENS

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally JOHN L. BUWENS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of July, 1978.



Sherry B. Perkins
NOTARY PUBLIC, HARRIS COUNTY, TEXAS

My Commission Expires: Oct 31, 1979

FILED FOR RECORD

This the 14 day of July

A.D. 1978 at 8:45 o'clock A.M.

LELA MAE CATCHINGS

County Clerk, Liberty County, Texas

By Wanda Barber Deputy

STATE OF TEXAS
COUNTY OF LIBERTY

I, LELA MAE CATCHINGS, hereby certify that this instrument was filed on this date and at the time stamped herein by me; and was duly RECORDED, in the Volume and Page of the PUBLIC RECORDS of Liberty County, Texas, as stamped herein by me, on

JUL 26 1978

Lela Mae Catchings
COUNTY CLERK
LIBERTY COUNTY, TEXAS

680

Bascom Giles
Commissioner of the General Land Office
(SEAL)

Filed for record November 1, A. D. 1939, at 10:00 o'clock A. M.
Recorded November 1, 1939, at 11:40 o'clock A. M.

Mrs. V. E. Simmons, County Clerk
BY Michael Norman Deputy

#3036

ROYALTY CONTRACT

Gleam Sunderman, et al
to
L. J. Brunsard
THE STATE OF TEXAS
COUNTY OF LIBERTY

Dated: October 5, 1939
Filed: November 1, 1939.

KNOW ALL MEN BY THESE PRESENTS: That Gleam Sunderman and wife Esther Sunderman, of Colorado County, Texas, Mrs. Elizabeth Egan and husband Vernon Egan, of Cass County, Iowa, Mrs. Goldie Eppelsheimer and husband Rolly Eppelsheimer of Hettinger County, North Dakota, Mrs. Zeta Raddell and husband William Raddell of Colorado County, Texas, Mrs. Fyrtle Kunze and husband Charles Kunze of Austin County, Texas, being all of the heirs of H. W. Sunderman and his wife, Luella Sunderman, both Deceased, and Emanuel Nees, of Colorado County, Texas, hereinafter called Grantor (whether one or more) in consideration of the sum of Ten Dollars (\$10.00) cash, and other valuable considerations to Grantor in hand paid by L. J. Brunsard, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, bargained, sold, and conveyed and by these presents do grant, bargain, sell, and convey unto said Grantee a one-sixteenth (1/16) part of all the oil, gas, and other minerals in and under and that may be produced from the following described tract of land as a non-participating royalty interest, said land being situated in Liberty County, Texas, and described as follows, to-wit:

Twenty-six (26) acres or less, out of a tract of 100 acres of land situated in Liberty County, Texas, being a part of a 640 acre survey in said county and state, patented to C. C. Brunson, by the State of Texas, on October 9th, 1903, by Patent No. 255, Vol. 27, and known as the S. part of Section 150, F. K. Gardner Survey, Certificate No. 211, about 1 1/2 miles S. W. from the county Seat of said County of Liberty, and being more particularly described by field notes thereof (said patent) as recorded in Vol. 8 on page 20 of the Deed Records of Liberty County, Texas, and said 100 acre tract of land being more particularly described as follows, to-wit:

Beginning at the S. E. corner of a 100-acre tract of land owned by Ben Johnson, and the N. E. corner of this survey;

Thence S. 04 deg. 45' E. 2020 feet to a stake for corner;

Thence N. 09 deg. W. 267 1/2 feet to a stake for the S. W. corner of this tract;

Thence N. 09 deg. 15' W. 1155 feet to a cedar stake for corner;

Thence N. 09 deg. E. 1410 feet to corner;

Thence S. 09 deg. 45' W. 499 feet to a stake for the N. W. corner of this tract;

Thence N. 25 deg. 15' E. 1379 feet to the place of beginning, and containing 100 acres of land, and being the same lands and premises conveyed to H. W. Sunderman by A. A. Brunson, also known as Augustus A. Brunson, by deed dated May 28th, A. D. 1910, which said deed is duly recorded in Vol. 78, on page 42, of the deed records of Liberty County, Texas, to which reference is here made for all descriptive purposes;

AND, HOWEVER, the following described tract of land, to-wit: 4 acres of land out of the aforesaid and described 100 acre tract, and which said 4 acre tract of land is described as

follows:

Beginning at the S. W. corner of the aforesaid 100 acre tract of land in said Gardner Survey and fully described above;

Thence N. 09 deg. 15' W. with the West line of said 100 acre tract 66.1 feet to corner in acre;

Thence S. 69 deg. E. 2679.2 feet to corner in the East line of said 100 acre tract;

Thence S. 01 deg. 45' East 65.4 feet to the S. E. corner of said 100 acre tract;

Thence N. 89 deg. W. 2674 feet to the place of beginning and containing 4 acres of land; leaving 96 acres of land, more or less, and being the same 96 acre tract of land awarded to H. W. Surdeman in Cause No. 8318, according to the judgment entered in said cause, namely, Herman G. Brunson et al, plaintiffs, vs. H. W. Surdeman, defendant, in the District Court of Liberty County on the 31st day of October, A. D. 1935, by judgment recorded in Vol. 6, page 425, of the District Court Minutes of Liberty County, Texas, and said 4 acres so excepted herein being the same 4 acre tract of land awarded to plaintiffs in said cause;

And also in addition to the above described 96 acres of land, any and all other land owned or claimed by Grantors in said survey or surveys in which the above described land is situated or in adjoining surveys, and adjoining the above described land; together with the rights of ingress and egress at all times for the purpose of taking said minerals.

It is distinctly understood and herein stipulated that said land is under an oil and gas lease made by H. W. Surdeman et al to General Crude Oil Company, providing for a royalty of 1/8th of the oil and certain royalties or rentals for gas and other minerals, and that Grantee herein shall receive one-half (1/2) of all the royalties provided for in said lease; but Grantee shall have no part of the annual delay rentals paid to keep said lease in force until drilling is begun.

It is further agreed that Grantee shall have no interest in any bonus money received by the Grantor in any future lease or leases given on said land, and that it shall not be necessary for the Grantor to join in any such lease or leases as weds, and Grantee shall have no part in the annual rentals paid to keep such lease or leases in force until drilling is begun; however, it is expressly agreed and stipulated that Grantee, his heirs or assigns, shall receive under such lease or leases, or otherwise, a free royalty interest of one-sixteenth (1/16) part of all the oil, gas, and other minerals in and under and that may be produced from the above described land.

TO HAVE AND TO HOLD the same unto the said Grantee, his heirs and assigns, forever; and Grantors hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular the said property unto the said Grantee, his heirs and assigns, against all persons whomsoever lawfully claiming or to claim the same or any part thereof.

In testimony whereof witness our hands this 5th day of October, 1939.

Glenn Surdeman
 Esther Surdeman
 Mrs. Elizabeth Nau
 Norman Nau
 Mrs. Goldie Eppelshelmer
 Holly Eppelshelmer
 Mrs. Zeta Waddell
 William Waddell
 Mrs. Myrtle Kunze

Charles Kanan
Emanuel Ross

THE STATE OF TEXAS |
COUNTY OF COLORADO |

BEFORE ME, the undersigned authority, on this day personally appeared Glenn Sunderman and wife, Esther Sunderman, known to me to be the persons whose names are subscribed to the foregoing instrument, and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Esther Sunderman, wife of Glenn Sunderman, having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Esther Sunderman, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 5th day of Oct., 1939.

(SEAL)

E. M. Rodgers,
Notary Public in and for Colorado County, Texas.

THE STATE OF IOWA |
COUNTY OF ADAMS |

BEFORE ME, the undersigned authority, on this day personally appeared Herman Neu and wife, Mrs. Elizabeth Neu, known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Mrs. Elizabeth Neu, wife of Herman Neu, having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Mrs. Elizabeth Neu, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 25th day of Oct., 1939.

(SEAL)

F. C. Okay
Notary Public in and for Adams County, Iowa

THE STATE OF NORTH DAKOTA |
COUNTY OF HATTINGER |

BEFORE ME, the undersigned authority, on this day personally appeared Rolly Eppelshimer and wife, Mrs. Goldie Eppelshimer, known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Mrs. Goldie Eppelshimer, wife of Rolly Eppelshimer, having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Mrs. Goldie Eppelshimer, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 19 day of Oct., 1939.

(SEAL)

A. O. Lunn
Notary Public in and for Hattinger County,
North Dakota.

My commission expires May 9, 1945.

THE STATE OF TEXAS |
COUNTY OF COLORADO |

BEFORE ME, the undersigned authority, on this day personally appeared William Waddell and wife, Mrs. Zeta Waddell, known to me to be the persons whose names are subscribed to the foregoing instrument, and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Mrs. Zeta Waddell, wife of William

THE STATE OF TEXAS
COUNTY OF HARRIS

#4625

VOL 445 PAGE 525

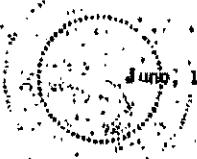
Before me, the undersigned authority, on this day personally appeared CHARLES H. SAMPLE, to me well known to be a credible person, who, being by me first duly sworn, on his oath deposes and says:

My name is Charles H. Sample and I am a resident of Harris County, Texas. I am the same person as the Charles H. Sample named as an appraiser for the Estate of Roy L. Beckelhymer, Deceased, in Order dated June 19, 1956, by the Judge of the Probate Court of Harris County, Texas, in Cause No. 68822 of the Records of said Court, styled "Estate of Roy L. Beckelhymer, Deceased."

I was well acquainted with the said Roy L. Beckelhymer during his life time, and with his heirs. There were no child or children born to or adopted by the said Roy L. Beckelhymer after May 29, 1956, the date of his last will. While the State Inheritance and Federal Estate Taxes due by the Estate, if any, have not been ascertained and paid, adequate provisions have been made for their payment if and when found due.

Further Affiant sayeth not.

Charles H. Sample
Charles H. Sample



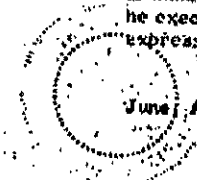
Subscribed and sworn to before me, this the _____ day of June, 1956.

Notary Public in and for
Harris County, Texas.

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Charles H. Sample, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this, the 29th day of June, A. D. 1956.



Stephen [unclear]
Notary Public in and for
Harris County, Texas.

Filed for Record this _____ day of _____ 1956
Recorded this _____ day of _____ 1956
MRS. J. V. HIGHOWER, County Clerk
[Signature]

Vol. 445 p. 526

THE STATE OF TEXAS
COUNTY OF LIBERTY

4626

KNOW ALL MEN BY THESE PRESENTS:

THAT E. C. SCURLOCK and J. B. BLANKIN, hereinafter referred to as "Grantors", in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to them in hand paid by RALPH HARP, hereinafter referred to as "Grantee", have assigned, transferred, sold and conveyed, and by these presents do hereby ASSIGN, TRANSFER, SELL and CONVEY unto the said Grantee, an undivided one-thirty-second (1/32) royalty interest under the following-described tract of land situated in Liberty County, Texas, to-wit:

96 acres of land, more or less, being out of the P. H. Gardner Survey, Certificate No. 241, Liberty County, Texas, and more particularly described in Warranty Deed dated April 10, 1956, executed by Elizabeth Nau, et al, to Albert Flummer, said deed being recorded in Volume xxx, page 418 of the Deed Records of Liberty County, Texas, to which reference is here made for all purposes and for a more particular description of said property.

This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, his heirs, successors and assigns, for a period of fifteen (15) years from the date hereof and as long thereafter as oil, gas or other minerals, or either of them is being produced or mined from the lands described above, in paying or commercial quantities. If at the expiration of said fifteen years (15) from the date hereof, oil, gas or other minerals, or either of them, is not being produced or mined from said land or any portion thereof in paying or commercial quantities, this conveyance shall be null and void and the Grantee's rights hereunder shall terminate.

TO HAVE AND TO HOLD the above-described interest unto the said Grantee, his heirs, successors and assigns, subject to the limitations herein contained, and Grantors agree to warrant and defend the title to said interest against the lawful claims of all persons whomsoever claiming the same or any part thereof, by, through or under Grantors.

IN WITNESS WHEREOF, this instrument is executed by Grantors at Houston, Texas, on this the 3rd day of June, 1956.

E. C. Scurlock
E. C. Scurlock

J. B. Blankin
J. B. Blankin

THE STATE OF TEXAS
COUNTY OF HARRIS

VOL. 445 PAGE 527

BEFORE ME, the undersigned authority, on this day personally appeared E. C. SCURLOCK and J. S. BLANTON, known to me to be the persons whose names are subscribed to the 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 the 5th day of June, 1936.

Francis H. [Signature]
Notary Public in and for
Harris County, Texas
EXPIRES [Date]

INDEXED
RECORDED
FILED
HARRIS COUNTY CLERK
[Signatures]

THE STATE OF TEXAS,
COUNTY OF Liberty

#4627
KNOW ALL MEN BY THESE PRESENTS:

That I, Emma Temple

of the County of Oregon State of Missouri for and in consideration of
the sum of Ten and No/100

and other good and valuable consideration DOLLARS,
to me in hand paid by E. Y. Rogers and wife, Lilla Rogers

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
E. Y. Rogers and wife, Lilla Rogers
of the County of Harris State of Texas, all that certain
tract or parcel of land more particularly described as follows, to-wit:

Tract Number Twenty Six (26) of the Enloe
and McConnell Subdivision Number One of the
Barton Parkington League, Abstract No. 35,
according to plat of said subdivision filed
for record, County Clerk's File 1363, Liberty
County, Texas

445-528

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said E. B. Rogers and wife, Lilla Rogers and their

heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said E. B. Rogers and wife, Lilla Rogers

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness my hand at West Plains, Mo.

this 27th day of June A. D. 19 56

Witnesses at Request of Grantor: Emma Tenyale

Missouri SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF GRASSY
Angielee C. Palmer,
Wife of

BEFORE ME, the undersigned, a Notary Public in and for said County, State of Missouri

person to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of June A. D. 19 56

my commission expires Aug. 1, 1958 Notary Public in and for Grassy County, Mo.

Notary Public
Angielee C. Palmer
27th day of June
Emma Tenyale

THE STATE OF TEXAS # 4628
COUNTY OF LIBERTY

I, the undersigned authority, of the State of Texas, personally appeared Edward J. Jarney, of the County of Liberty, State of Texas, and he being of the age of (21) years of age and was not incapacitated in any way and that the statements hereinafter set forth, including answers to questions propounded, constitute a true, correct and complete statement of the family history of the person hereinafter named as "decedent" and of the estate of such decedent.

NAMES OF DECEASED Edward J. Jarney
DATE AND PLACE BIRTH OF DECEASED Edward J. Jarney, 1901 on the 17th day of May, A. D. 1901, at his home in Liberty County, Texas.

THE DECEASED LEAVES A WIFE
NAME OF HIS ADMINISTRATOR PROPOSING HERE AND HIS OFFICE
AND RESIDENCE LOCATED AT THE TIME OF HIS DEATH

THE STATE OF TEXAS | #3343

COUNTY OF LIBERTY |

(VOL. 530 PAGE 3)

KNOW ALL MEN BY THESE PRESENTS; That We, Emmett Nelson and Delaney Ray Galloway, both of Liberty County, Texas, not joined herein by our respective wives for the reason that the property described below does not now and never has constituted any part of our respective homesteads, our respective homesteads both being located in the Joseph Fenner Survey, in the City of Cleveland, Liberty County, Texas, for and in consideration of the sum of \$10.00 cash to us in hand paid by E. A. Bear and wife, Louise Bear, and for other good and valuable consideration thereunto specially moving, the receipt of all of which is hereby acknowledged and confessed, and for the further consideration of the sum of THREE HUNDRED & no/100 (\$300.00) DOLLARS, evidenced by one promissory note of even date herewith, said note being due and payable to the First National Bank, of Cleveland, Texas, at its office in Cleveland, Texas, in monthly installments of TWENTY FIVE & no/100 (25.00) DOLLARS each, the first of said installments being due and payable on or before the 1st. day of September A. D. 1901, and one installment being due and payable on or before the 1st. day of each month thereafter until the full amount of said note is paid, bearing eight (8%) per cent interest per annum from date until paid, interest due and payable monthly on the entire unpaid principal, and providing for ten per cent additional on the amount of principal and interest then due as attorney's fees, if placed in the hands of an attorney for collection, or in case suit is brought on same, and failure to pay said note, or any interest thereon, when due, shall, at the election of the holder, mature said note in its entirety, said note being signed by the said E. A. Bear and wife, Louise Bear, and said note being further secured by a Deed of Trust of even date herewith executed by the said E. A. Bear and wife, Louise Bear, in favor of U. J. Weeren, Trustee, for the use and benefit of the said First National Bank, of Cleveland, Texas, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said E. A. Bear and wife, Louise Bear, of Liberty County, Texas, all that certain lot, tract or parcel of land lying and situated in Liberty County, Texas, out of the North 1/2 of the Clayton Harper League, a part of a certain 19.59 acre tract of land hereinafter described as Block #3 in Tract #1 of said K. B. Rice Estate land, the tract of land herein conveyed being described by notes and bounds as follows, to-wit:

4
530.00

BEGINNING at the Southwest corner of said 19.59 acre tract in the North right-of-way of the New Salem Road;

THENCE North 0 deg. 20' East 201.16 feet with West line of said 19.59 acre tract to stake for corner;

THENCE North 09 deg. 45' East 20 feet for the beginning place of the land herein conveyed;

THENCE North 89 deg. 45' East 208.7 feet with the North line of the Charles Moren 2 acre tract to stake for corner in said line;

THENCE North 0 deg. 20' East 208.7 feet to stake for corner;

THENCE South 89 deg. 45' West 208.7 feet to stake for corner;

THENCE South 0 deg. 21' West 208.7 feet to the place of beginning, containing one (1) acre of land, more or less; and being all of and the same land described in a deed from A. G. Nixon, et ux, to Emmett Nelson and Delaney Ray Halloway, dated October 25, 1960, and recorded in Vol. 519, on page 490, Deed Records of Liberty County, Texas, to which deed and the record thereof reference is here made for all purposes.

It is stipulated, agreed and understood that this conveyance is made subject to all of the reservations, restrictions and covenants contained in the deed from Stella Rice to E. W. Bacon, et ux, dated June 3, 1959, and recorded in Volume 500, Page 592, Deed Records of Liberty County, Texas, to which deed reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said E. A. Bear and wife, Louise Bear, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular the said premises unto the said E. A. Bear and wife, Louise Bear, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien, Deed of Trust Lien and superior title are reserved against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed is to become absolute.

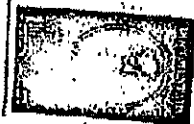
For and in consideration of the sum of \$300.00 to us paid by The First National Bank, of Cleveland, Texas, the receipt of which is hereby acknowledged, we have caused the note aforesaid to be made payable to The First National Bank, the said bank having advanced and paid to us for the use and benefit of the granters herein the said sum of \$300.00 as a part of the purchase money for the above described premises, and the Vendor's Lien, Deed of Trust Lien and superior title and all right, title, interest and equity reserved in this deed securing the payment of said note, are herewith transferred to the said First National Bank to secure the payment of said note and all interest and attorney's fee therein provided for recording;

to its terms and conditions.

TO HAVE AND TO HOLD the same unto the said The First National Bank, its successors and assigns, forever; subject only to the right of the grantees to pay off said note and receive a release therefor.

530
5

WITNESS OUR HANDS at Cleveland, Texas, this 31st day of July, A. D. 1961.



Emmett Nelson
EMMETT NELSON

Delaney Ray Oalloway
DELANEY RAY OALLOWAY

THE STATE OF TEXAS []
COUNTY OF LIBERTY []

BEFORE ME, the undersigned authority, on this day personally appeared Emmett Nelson and Delaney Ray Oalloway, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of July, A. D. 1961.

Mary Cecile Taylor Nelson
NOTARY PUBLIC, LIBERTY COUNTY, TEXAS.

Emmett Nelson
Delaney Ray Oalloway

THE STATE OF TEXAS []
COUNTY OF LIBERTY []

#3345-

KNOW ALL MEN BY THESE PRESENTS:

That we, E. C. SCURLOCK of Houston, Harris County, Texas, and J. S. BLANTON of Houston, Harris County, Texas, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations to us in hand paid by JOHN L. BUVENS, the receipt of which is hereby acknowledged and confessed; have granted, sold and conveyed, and by these presents do Grant, Sell and Convey unto the said JOHN L. BUVENS, the following described tract of land situated in Liberty County, Texas, to-wit:

530 PAGE 6

BEING a part of a 640 acre survey patented to G. G. Brunson by the State of Texas, on October 9, 1903, Pat. No. 255, Vol. 27, Abstract No. 741, and shown as the South part of Section 150, F. M. Gardner Survey, Certificate No. 241, and described by notes and bounds as follows, to-wit:

BEGINNING at the S. E. corner of a 100 acre tract of land owned by Ben Johnson and the N. E. corner of this survey; THENCE South 05 deg. 29' East 1955.18 feet to point for S. E. corner of this tract; THENCE South 89 deg. 36' 50" East 2671.05 feet to point for the S. W. corner of this tract; THENCE North 10 deg. 04' 10" West 1068.42 feet to a 10 inch iron pipe for corner; THENCE North 79 deg. 34' East 1416.97 feet to corner; THENCE North 10 deg. 34' 10" West 499.60 feet to stake for the N. W. corner; THENCE North 84 deg. 33' 20" East 1376.10 feet to the place of beginning, containing 95.488 acres as surveyed on June 11, 1956, by R. H. Bruce, licensed State Land Surveyor of Liberty County, Texas, and being the same land described in Deed dated June 18, 1956 from Albert Plummer, Grantor to E. C. Scurlock and J. S. Blanton, Grantees, recorded in Vol. 444, Pages 613-615 Deed Records of Liberty County, Texas.

It is expressly agreed and understood that the Grantor, J. S. BLANTON, does hereby reserve unto himself, his heirs and assigns, an undivided one-half of all of the oil, gas and other minerals in and under, and that may be produced from the above described land, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said land for oil, gas and other minerals and removing the same therefrom.

This conveyance is made subject to and there is expressly reserved and excepted herefrom that certain one-sixteenth (1/16th) non-participating royalty interest in and to the oil, gas and other minerals conveyed by Mrs. Elizabeth Nau, et al to L. J. Broussard by Deed dated October 5, 1939, recorded in Volume 237, Page 530, of the Deed Records of Liberty County, Texas; and this conveyance is further made subject to and there is expressly reserved and excepted herefrom that certain one-thirty second (1/32nd) term royalty interest in and to the oil, gas and other minerals conveyed by E. C. Scurlock and J. S. Blanton to Ralph Harp by Deed dated June 30, 1956, recorded in Volume _____, Page _____ of the Deed Records of Liberty County, Texas.

It is expressly understood, however, that this conveyance covers, and is limited to, all of the undivided interest of E. C. Scurlock in and to the surface and the minerals hereunder, and all of the undivided interest of J. S. Blanton in and to the surface only, hereunder; and this instrument is intended to convey, and does hereby convey, all of the surface interest owned by the Grantors herein and an undivided one-half (1/2) interest in and to the minerals hereunder, subject to one-half (1/2) of the outstanding one-sixteenth (1/16th) non-participating royalty interest and subject to one-half (1/2) of the outstanding one-thirty second (1/32nd) term royalty interest herein-

above referred to.

To have and to hold the above described premises, together with all and singular, the rights and appurtenances thereto in any wise belonging unto the said JOHN L. BUVENS, his heirs and assigns, forever, and we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend (subject to the reservations and exceptions hereinbefore set out), all and singular, the said premises unto the said JOHN L. BUVENS, his heirs and assigns, against every person whatsoever lawfully claiming or to claim the same, or any part thereof.

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WITNESS OUR HANDS this the _____ day of _____, A.D. 1961.

E. C. Scurluck
E. C. SCURLUCK

J. G. BLANTON

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared E. C. SCURLUCK and J. G. BLANTON known to me to be the persons whose names are subscribed to the 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 the 10th day of July, A.D. 1961.

William H. Eakin
Notary Public in and for
Harris County, Texas

Witness my hand and seal of office this 10th day of July, 1961.
William H. Eakin

THE STATE OF TEXAS
COUNTY OF LIBERTY

3342

KNOW ALL MEN BY THESE PRESENTS

THAT DAVID W. MC COY, hereinafter called "Grantor", for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to me in hand paid by the Grantee herein named and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee herein named, of its one certain promissory note of even date herewith, in the principal sum of \$370,000.00, payable to the order of Grantor, in the amounts, at the interest rate and on the dates therein provided, providing for acceleration of maturity at the option of the holder thereof and attorney's fees in the event of any default under said note and being secured by the vendor's lien and superior title herein retained and by the lien of a deed of trust of even date herewith to William K. Laughlin, Trustee, HAS GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the MALLEY CORPORATION, a Texas corporation, the following described real property together with all improvements situated thereon:

The 154.7 acres of land, in the C. C. Brunson Survey, Abstract No. 741 and the Julianne Malley League, Abstract No. 71 in Liberty County, Texas, and being fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

This conveyance does not cover, but there is reserved, saved, and excepted to grantor, his heirs and assigns, all the minerals in and under said land. Said minerals being expressly retained by grantor, together with the right of grantor, and his heirs, assigns and legal representatives of ingress and egress, over and across and upon said land hereby conveyed at any and all times for the purpose of mining and developing said land for oil, coal, gas, and all other minerals, and of laying pipelines and building tanks,

towers, stations, and structures thereon to produce, save, and take care of such minerals; it being further agreed that such mineral estate and rights hereby reserved, retained, and excepted shall apply, not only to existing oil, gas, coal or other leases upon said land, but also to any subsequent mineral lease or leases which may be placed upon said land by grantor, his heirs, successors, legal representatives, and assigns.

This conveyance is made and accepted subject to the following:

1. The lien of a deed of trust securing a note in the original principal sum of \$6,000.00, payable to the order of the Federal Land Bank of Houston, covering a tract of land containing 95.53563 acres, as described in a deed of trust dated January 15, 1963 recorded in Volume 121 Page 347 of the Deed of Trust Records of Liberty County, Texas.

2. The vendor's and deed of trust liens securing a note in the original principal sum of \$90,000.00, payable to the order of John L. Buvens, covering a tract of land containing 95.53563 acres, as described in a deed dated July 2, 1973 recorded in Volume 723 Page 478 of the Deed Records of Liberty County, Texas.

3. That certain Declaration instrument dated May 24, 1977, filed in the Deed Records of Liberty County, Texas, superseding that certain earlier Declaration instrument dated February 14, 1977 recorded in Volume 793 Page 81 of the Deed Records of Liberty County, Texas, creating covenants, conditions, easements, reservations and restrictions for "Hatcherville Farms", an unrecorded subdivision in Liberty County, Texas, comprising the tract of land herein conveyed.

4. All other restrictions, reservations, covenants, conditions, rights of way, and easements of record, if any, affecting the use of the above described property.

Grantee, however, expressly does not assume payment of the two notes hereinabove described in the respective sums of \$6,000.00 and \$90,000.00.

TO HAVE AND TO HOLD, the above described promises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns; and I do hereby bind myself, my heirs executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and

and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

It is expressly agreed and stipulated that a vendor's lien and superior title is retained upon and against the above described property, premises and improvements until the above described note for \$370,000.00, and all interest thereon, shall be fully paid according to the face, tenor, effect and reading of said note, whereupon this deed shall become absolute. It is stipulated and agreed, however, that the vendor's lien herein retained and the lien of the deed of trust to William R. Laughlin, Trustee, securing said note shall be and remain subordinate and inferior to the liens securing the payment of the two notes hereinabove described in the respective sums of \$6,000.00 and \$90,000.00.

WITNESS MY HANDS this 28th day of JUNE, 1977.

David W. McCoy
DAVID W. MCCOY

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared DAVID W. MCCOY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of June, 1977.



Laurel Stewart
NOTARY PUBLIC, HARRIS COUNTY, TEXAS

PROPERTY DESCRIPTION

Being a tract of land out of and a part of the C.C. Brunson Survey, Abstract No. 741 and the Julianna Malley Survey, Abstract No. 71, also being out and a part of those tracts of land described in volume 656, page 786, and volume 723, page 478, of the Liberty County Deed Records, Liberty County, Texas;

Beginning at a 10" iron pipe found for the Northeast corner of the Julianna Malley Survey, Abstract No. 71, in the South line of the Meredith Duncan Survey, Abstract No. 29, and the most Southerly Northwest corner of the C.C. Brunson Survey, Abstract No. 741;

Thence N 00°01' E with the South line of the Meredith Duncan Survey 1417.75 feet to a 4" iron pipe filled with concrete and capped, marked "S.E. Cor Duncan Sur.", for the Southeast corner of the Meredith Duncan Survey;

Thence N 9°58'02" W with the East line of the Duncan Survey 498.03 feet to a 1 1/4" iron pipe for the most Northerly Northwest corner of this tract;

Thence N 85°03' E, at 1374.68 feet pass a 4" iron pipe filled with concrete set in the West Right-of-Way line of Hatcherville Road, in all a distance of 1404.68 feet to a point in the center of Hatcherville Road, for the Northeast corner of this tract, also being located in the West line of the Angus McNeil Survey, Abstract No. 77;

Thence S 4°57' E with the center of Hatcherville Road and the West line of the Angus McNeil Survey a distance of 2023.39 feet to the Southeast corner of this corner;

Thence N 89°11'51" W, at 30.06 feet pass a 1 1/2" iron pipe set in concrete on the West Right-of-Way line of Hatcherville Road in all a distance of 2697.86 feet to a 5/8" iron rod with an aluminum cap for an intermediate corner of this tract and being located in the East line of the Julianna Malley Survey;

Thence S 9°27' E with the East line of the Malley Survey a distance 1390.56 feet to a 40d nail found in the center of a road;

Thence in a westerly direction with the centerline of a shell road called Old Blacksmith Road that curves to the right for a distance of 186.60 feet, said curve having a radius of 362.18 feet and a central angle of 29°31'09";

Thence S 76°54'50" W 158.22 feet to the point of curve;

Thence in a Southwesterly direction along a curve to the left having a radius of 338.32 feet and a central angle of 28°57'24" a distance of 170.98 feet to point of reverse curve;

Thence in a Northwesterly direction along a curve to the right having a radius of 314.91 feet and a central angle of 44°47'51" a distance of 246.22 feet to the point of tangent;

Thence N 87°14'43" W 503.13 feet to a point of curve;

Thence in a Northwesterly direction along a curve to the left having a radius of 500 feet and a central angle of 12°21'54" a distance of 107.91 feet to the point of tangent;

Thence S 81°23'23" W 394.07 feet to the Southwest corner of this tract;

Thence with the East bank of a canal the following courses and distances:

N 13°50' E	555.00 feet
N 24°20'51" E	969.97 feet
N 24°10'34" E	613.07 feet
N 36°43'42" E	35.91 feet
N 52°40'50" E	39.77 feet
N 78°01' E	451.42 feet
N 60°01' E	55.94 feet
N 25°45' E	75.74 feet
N 9°31'18" W	593.36 feet to the most westerly Northwest

corner of this tract;

Thence N 80°01' E 18.00 feet to the Place of Beginning containing in all 164.70 acres. There is hereby reserved unto Grantor, his

EXHIBIT "A"

heirs and assigns, all of the oil, gas and other minerals in and under and that may be produced from the above described lands, together with the rights of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals, and storing, handling, transporting and marketing the same therefrom.

Exhibit "A" - Page 2

FILED FOR RECORD


This the 31 day of March
A.D. 1978 at 10:00 o'clock A.M.
LELA MAE CATCHINGS
County Clerk, Liberty County, Texas
Lela Mae Catchings

STATE OF TEXAS
COUNTY OF LIBERTY

I, LELA MAE CATCHINGS, hereby certify that this instrument was filed on the date and at the time stamped herein by me and was duly RECORDED, in the Volume and Page of its named RECORDS of Liberty County, Texas, as stamped herein by me, on

APR 3 1978

Lela Mae Catchings
COUNTY CLERK
LIBERTY COUNTY, TEXAS



The State of Texas,
County of MONTGOMERY

317

VOL 712 PAGE 235

Know All Men by These Presents:

That in consideration of the payment in ~~full~~^{part} according to the face and tenor thereof, of certain promissory note in the original amount of \$118,150.00, executed by the Splendora Land Company, Inc. to First National Bank, Conroe, Texas, bearing interest and being payable as therein provided.

described in a certain Deed of Trust executed by Splendora Land Company, Inc. to Richard E. Hill, Trustee

dated the 15 day of ~~December~~^{November}, 1972, and recorded in Vol. 185 on page 259 of the records of Deeds of Trust of Liberty County, Texas,

FIRST NATIONAL BANK, Conroe, Texas

a Corporation, duly organized and existing under the Laws of the State of Texas

the owner and holder of said note, does hereby release the Deed of Trust

lien shown by said instrument to exist upon the following described property, to secure payment of said

note, viz.: Being Lot 5, Blk. 3, Sec. 1, Lot 2, Blk. 4, Sec. 1, Lot 2, Block 5, Sec. 1, Lot 5, Blk. 5, Sec. 1, Lot 4, Blk. 6 Sec. 1, Lot 7 Blk. 6 Sec. 1, Lot 9 Blk. 6 Sec. 1, Lot 8, Blk. 8, Sec. 1, Lot 2 Blk. 9, Sec. 1, Lot 7 Blk. 14 Sec. 1, Lot 10 Blk. 14 Sec. 1, Lot 12 Blk. 14, Sec. 1, of May wood Acres as per Map or Plat of said Sub-division recorded in Volume 6, page 141, Map Records of Liberty County, Texas.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation, at Conroe, Texas

this 5th day of January, A. D. 19 73

Attest
Mildred Cole
Secretary
(Seal)

FIRST NATIONAL BANK, Conroe
By *[Signature]*
President

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said



FIRST NATIONAL BANK, Conroe, Texas a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of January, A. D. 19 73

Jesse Rosenbaum
Notary Public in and for Montgomery County, Texas

FILED FOR RECORD


This the 9th day of Jan
A.D. 1973 at 9:40 o'clock A. M.
LELA MAE CATCHINGS
County Clerk, Liberty County, Texas
By Wiley Matthews Deputy

STATE OF TEXAS
COUNTY OF LIBERTY

I, LELA MAE CATCHINGS, hereby certify that this instrument was filed on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Liberty County, Texas, as stamped hereon by me, on

JAN 10 1973

Lela Mae Catchings
COUNTY CLERK
LIBERTY COUNTY, TEXAS



THE STATE OF TEXAS
COUNTY OF LIBERTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Russell Maguire, of Dallas, Texas is the owner of the following described Oil, Gas and Mineral Lease, to wit:

Oil, Gas and Mineral Lease dated October 25, 1936, between Beulah I. Hancock, a widow; Artesia Susan Carpenter, a widow; Corine Brunson Yates, at vir; Otis A. Yates; M. O. Brunson, et ux; Lottie Brunson; William C. Brunson, et ux; Sally Brunson; Ila Mae Joiner, at vir; Crady Joiner; Blanche Jernigan Phillips, at vir; Earl Phillips; Mildred Jernigan Lee, at vir; J. F. Lee; Alfred B. Jernigan, et ux; Betty Jernigan; Lawrence C. Jernigan, et ux; Doris Jernigan; Van Jernigan, et ux; Lillian Jernigan; Robert Jernigan, a single man; Lesora, and Robert E. Clevauger, Lessee, said Lease having been executed in eight (8) multiple counterparts and recorded in the Deed Records of Liberty County, Texas, which Lease covers eighty (80) acres of land, more or less, out of the C. C. Brunson Survey, Abstract No. 741, Liberty County, Texas, said eighty (80) acres being more particularly described therein, to which reference is hereby made for all purposes; and

WHEREAS, E. C. Scurlock and J. S. Blanton, of Houston, Texas, are the owners of the following described Oil, Gas and Mineral Lease, to wit:

Oil, Gas and Mineral Lease dated September 17, 1939, between E. C. Scurlock and J. S. Blanton, Lessor and D. R. Scrait, Lessee, said Lease being recorded in Book _____, page _____ of the Deed Records of Liberty County, Texas, which Lease covers ninety-six (96) acres, more or less, out of the C. C. Brunson Survey, Abstract No. 741, Liberty County, Texas, said ninety-six (96) acres being more particularly described therein, to which reference is hereby made for all purposes; and

WHEREAS, General Crude Oil Company, of Houston, Texas is the fee owner of certain mineral and royalty interests lying in the south two hundred twelve (212) acres of the C. C. Brunson Survey, Abstract No. 741, Liberty County, Texas, as evidenced by deeds of record in Liberty County, Texas, to which reference is hereby made for all purposes; and

WHEREAS, each of the above described Leases provide that the Lessee shall have the right and power to pool or combine as to the oil rights therein and thereunder the acreage covered thereby, or portions thereof, with other land, lease or leases in the immediate vicinity thereof, in order to form the Unit hereinafter described, and provide further that the Lessee shall execute as instrument in writing describing and designating the pooled acreage; and

WHEREAS, Russell Maguire, E. C. Scurlock and J. S. Blanton, the owners and holders as aforesaid of said Leases described above, and joined herein by General Crude Oil Company through its inherent right as a fee owner of certain mineral and royalty interests within the unit hereinafter described, it is necessary and advisable to pool or combine the land included within the description hereinafter set out and the Leases covering the same, including the land covering the same Leases described above and the certain fee mineral and royalty interest owned by General Crude Oil Company, or portions thereof, in order to properly develop and operate said premises for the production of oil and in order to promote the conservation of oil in and under and that may be produced from said unitized premises.

NOW, THEREFORE, Russell Maguire, E. C. Scurlock, and J. S. Blanton, acting under and by virtue of the power and authority conferred and granted by the provisions of the herein above described Oil, Gas and Mineral Leases, and General Crude through its inherent right as the fee owner of certain mineral and royalty interests within said Unit, do hereby pool and combine the land included within the Unit hereinafter described and the Leases covering same, including the Leases and fee mineral and royalty interests above described, insofar as the same are specifically described above and included in the hereinafter described Unit, in order to form a single unitized area designated as Hancock, et al Oil Unit, containing twenty (20) acres, for the purpose of developing and operating the pooled acreage, for the production, storage, processing and marketing of oil and casinghead gas therefrom all as provided for in and authorized by said Leases, said Unit being particularly described as follows:

TRACT 1. Ten (10) acres of land, being the south ten (10) acres of the ninety-six (96) acres of land, more or less, covered by these certain Oil, Gas and Mineral Leases owned by E. C. Scurlock and J. S. Blanton as described above.

505 MAR 311

Tract 2: Six (6) acres of land, being the north six (6) acres of the eighty (80) acres of land, more or less, covered by those certain Oil, Gas and Mineral Leases owned by Russell McGuire, as described above.

Tract 3: Four (4) acres of land, being a four (4) acre strip of land lying between and adjacent to Tracts 1 and 2 described above, said four (4) acres of land being a mineral fee interest owned by General Crude Oil Company.

(The above described twenty (20) acre Unit is designated on a plat attached hereto and made a part hereof).

IT IS UNDERSTOOD that this instrument may be executed in multiple counterparts (each of equal dignity and together constituting one instrument); and it is agreed that this Unit Designation shall be binding upon each party only after all parties hereto have executed this instrument or counterparts thereof.

IT IS FURTHER understood that unless commercial production has been established on the twenty (20) acre Unit described above within six (6) months from the date hereof, then this Unit Designation shall automatically be terminated and no longer in force and effect.

IN WITNESS WHEREOF, this instrument is executed on the ___ day of October, 1959.

Russell McGuire

E. C. Scurlock
E. C. Scurlock

J. S. Blanton

ATTEST:

GENERAL CRUDE OIL COMPANY

By: _____
Secretary

By: _____

STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared E. C. SCURLOCK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ___ day of October, A.D., 1959.

NOTARY PUBLIC

NOTED & FILED

STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared J. S. BLANTON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ___ day of October, A.D., 1959.

NOTARY PUBLIC

NOTED & FILED

