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E821197

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF OAKWOOD GLEN 132-05-0543

THIS DECLARATION, made on the date hereinafter set forth by Lexington Development Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Oakwood Glen Subdivision, Section I, County of Harris, State of Texas, which is more particularly described as:

Lots 1-64, both inclusive in Block 1	Lots 1- 2, both inclusive in Block 10
Lots 1-51, both inclusive in Block 2	Lots 1-11, both inclusive in Block 11
Lots 1-19, both inclusive in Block 3	Lots 1-14, both inclusive in Block 12
Lots 1-37, both inclusive in Block 4	Lots 1- 6, both inclusive in Block 13
Lots 1-37, both inclusive in Block 5	Lots 1-40, both inclusive in Block 14
Lots 1-39, both inclusive in Block 6	Lots 1-15, both inclusive in Block 15
Lots 1-33, both inclusive in Block 7	Lot 1 Block 16
Lots 1-50, both inclusive in Block 8	Lots 1-45, both inclusive in Block 17
Lots 1-26, both inclusive in Block 9	Lots 1- 8, both inclusive in Block 18

All of said lots being in Oakwood Glen, SECTION ONE, as per the map or plat thereof recorded in Volume 219 at Page 34, Map Records of Harris County, Texas.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Oakwood Glen Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. Such additions shall include the metes and bounds of Harris County Municipal Utility District No. 24 and such other additions as may be annexed by Harris County Municipal Utility District No. 24.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners for park and other recreational purposes.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, if any, the water plant and any other designated reserves.

Section 6. "Declarant" shall mean and refer to Lexington Development Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Return: Lexington Development Co.
P.O. Box 35705
Houston, Texas
77035
Attn: L. Baker

Section 7. "Improvements" shall mean and refer to the water well and plant, water distribution system, storm sewers, sanitary sewers, and street paving, curbs and gutters.

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ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, if any, which 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 admission 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 60 days for any infraction of its published rules and regulations;

(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 for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and 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. The Lot owned by a Class A member shall be a Class A Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on June 1, 1978.

The Lot or Lots owned by Class B member(s) shall be Class B Lots.

ARTICLE IV

132-05-0545

COVENANT FOR MAINTENANCE ASSESSMENTS

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 therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual 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 interest, 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 successors 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 operation and maintenance of the Common Area, and of the homes situated upon the Properties. Such assessments, also, may be expended by the Oakwood Glen Association for any purpose, which in its judgment, will be most effective in maintaining the property values in Oakwood Glen and may include, but not by way of limitation, the lighting, collecting and disposing of garbage, ashes, or other refuse in Oakwood Glen, employing policemen and/or watchmen, fogging or spraying for control of mosquitoes and other insects, constructing and maintaining recreational facilities, and in doing any other thing necessary or desirable which in the opinion of the Oakwood Glen Association, will keep the property neat and presentable or for any other purpose which the Association considers will benefit the owners or occupants of property in Oakwood Glen.

The proceeds of the regular annual assessments or special assessments shall not be used to reimburse Declarant for any capital expenditures incurred in construction or other improvements of either common facilities within the subdivision or recreational facilities outside the perimeter of the subdivision, nor for the operation or maintenance of any such facilities incurred prior to conveyance unencumbered to the Association.

Section 3. Maximum Annual Assessment. The maintenance charge on Class B Lots shall be a maximum of 50% of the assessment for Class A Lots per month and shall begin to accrue on a monthly basis on each such Lot on the date the first house in the subdivision is sold and closed. The entire accrued charge (of said rate stated above per month) on each Lot shall become due and payable on the date such Lot converts from a Class B Lot to a Class A Lot by reason of the owner's occupancy of the residence thereon.

The maintenance charge on Class A Lots shall be a sum determined by the Oakwood Glen Association not to exceed $96 per year. The initial charge shall accrue and become due and payable on each Lot on the day such Lot converts from a Class B Lot to a Class A Lot by reason of the owner's purchase or occupancy of the residence thereon. The determination of the amount of such initial charge, which shall be for the remainder of the year in which such class conversion of said Lot occurs, shall be made by the Oakwood Glen Association on, or as of, said accurual date and shall be immediately due and payable. The maintenance charge on each Class A Lot and thereafter shall accrue and become due and payable on the first day of January of each succeeding year and shall be in an amount (not to exceed $96.00 per year) determined by the Oakwood Glen Association during the thirty (30) day period next preceeding the due date of said charge.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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Section 4. 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 the 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 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days not more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within Class A Lot group and within Class B Lot group and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment 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 6 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 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

No building shall be erected, placed or altered on any of said Lots until the building plans, specifications and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by a committee composed of JOHN P. COLLINS, LASKEY A. BAKER, and JAMES T. PRICE, or a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member, or members, shall have full authority to appoint a successor member or members who shall thereupon succeed to the powers and authorities of the member so replaced. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted, or in any event, if no suit to enjoin the erection of such building

or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this convenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the named committee and any designated representative or successor members shall, on June 1, 1980 pass to a committee of three owners of Lots in all sections of Oakwood Glen then existing, which such three Lot Owners shall be selected by a majority of Lot Owners in all sections of Oakwood Glen then existing, PROVIDED HOWEVER, that until such selection is made by said majority of Lot Owners, the persons constituting said committee on said date shall continue to exercise such powers and duties until such time after said date and during the duration of these restrictions. Such action by said majority of Lot Owners shall be evidenced by an appropriate written instrument, executed by such majority and filed for record in the Deed Records of Harris County, Texas. The current address of the Architectural Control Committee is P.O. Box 35705, Houston, Texas 77035.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right 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 Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first forty (40) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and common area may be annexed to the properties with the consent of 2/3 of each class of membership; however, upon submission and approval by FHA/VA of a general plan of the entire development, and approval of each stage of development such additional stages of development may be annexed by the Developer without such approval by the membership.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Authority and the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII

RESTRICTIONS

1. No platted Lot shall be used except for residential purposes and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling of one, one and one-half and two stories in height and a private garage for not less than two cars nor more than three cars.

2. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external design with existing structures, as to location with respect to topography and finish grade elevations.

3. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1300 square feet for one-story dwellings, nor less than 600 square feet for a dwelling of more than one story.

4. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat, and also no building (except a garaged or permitted accessory building located 70 feet or more from the front Lot line) shall be placed on any Lot so as to be located:

(a) nearer than 5 feet to either of the side, or interior, lines of such Lot, or

(b) no single family residence shall be located on any interior lot nearer than fifteen (15) feet to the rear Lot line, except where a garage is attached to the main structure of the residence in which case the rear wall of the living area shall not be nearer than fifteen (15) feet to the rear Lot line, and the rear wall of the garage shall not encroach upon any easement. No outbuildings on any residential Lot shall exceed in height the dwelling to which they are appurtenant. Every such outbuilding shall correspond to the style and architecture to the dwelling to which it is appurtenant.

A three (3) foot side yard shall be permissible for a garaged or other permitted accessory building located seventy (70) feet or more from the front property line. If two or more Lots, or fractions thereof, are consolidated into one building site in conformity with the provisions of paragraph 5(A) below, these building set-back provisions shall be applied to such resultant building site as if it were one original platted Lot.

5.(A) None of said Lots shall be resubdivided in any fashion except as hereinafter provided.

(B) Any persons owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of placing or constructing improvements, as permitted in paragraph numbered 3 and 4 above, on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted Lots involved in such subdivision or consolidation.

6. No Lot shall be resubdivided into nor shall any dwelling be erected or placed on any Lot, or building site, having an area of less than 6000 square feet.

7. All improvements in Oakwood Glen, SECTION ONE, shall be constructed on a residential Lot so as to front the street upon which such Lot faces. The Architectural Control Committee is granted the right to designate the direction in which the improvement in Oakwood Glen, SECTION ONE, on any corner residential Lot shall face, and such decision shall be made with the thought in mind of the best general appearance of that immediate section.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither Lexington, nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owners situated on the land covered by said easements.

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

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

11. No garage apartment for rental purposes shall be permitted on any residential Lot. Living quarters on property other than in main building on any residential Lot may be used for bona fide servants only.

12. An underground electric distribution system will be installed in that part on Oakwood Glen Subdivision, Section One, designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Oakwood Glen Subdivision, Section One. The owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's Lot. For so long as underground service is maintained, the electric service to each Lot in the Underground Residential Subdivision shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

13. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. No radio or television aerial wires or antennae shall be maintained on any portion of any residential Lot forward of the front building line of said Lot.

15. No trucks, trailers, boats, or any vehicle other than passenger cars will be permitted to park on streets or on drives in front of residence for longer than a forty-eight (48) hour period.

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

17. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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

19. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

20. No fence, wall or hedge shall be placed or permitted to remain on any of said Lots in the area between any street adjoining same and the front building line. Further, no fence or wall shall be constructed that exceeds 6' (feet) in height unless prior approval is obtained from the Architectural Control Committee, hereinafter created.

21. All single story residences shall be constructed of a minimum of 51% brick or brick veneer and any other than single story structures shall be constructed of a minimum of 51% brick or brick veneer. No residence shall have less than 51% or equivalent masonry construction on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee, or its assignee, in the event of assignment.

22. Before the dwelling unit is completed the Lot Owner shall construct a concrete sidewalk 4 feet wide parallel to the curb one foot (1') in front of the property line along the entire front of all lots; in addition thereto, 4-foot wide sidewalks will be constructed parallel to the curb one foot (1') in front of the property line along the entire side of all corner Lots, and the plans for each residential building on each of said Lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied.

23. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building except in a garage or as a supplement to central air conditioning in any part of Oakwood Glen, Section I.

24. Each dwelling shall have a tree of the size and type specified by the Architectural Control Committee, when and if specified by the Architectural Control Committee, such tree to be planted in the parkway area on the front of the Lot at the time the dwelling is being completed and before occupancy.

25. The owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only as prescribed and during such hours as permitted by law). In the event of default on the part of the owner or occupant of any Lot in observing the above requirements or any of them such default continuing after ten (10) days' written notice thereof Developer or its assignee shall without liability to the owner or occupant in trespass or otherwise enter upon said Lot or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such Lot for the cost of such work.

26. No fence or structure of any kind shall be constructed within the limits of the AMOCO Pipeline easements. No excavation of any kind will be permitted within the easement without the expressed written approval of the pipeline company or its assigns.

ARTICLE VIII

DISSOLUTION AND MERGER

The Association may be dissolved or merged with other non-profit organizations with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

132-05-0551

The Association shall exist perpetually.

EXECUTED this the 13th day of November A.D., 1975

ATTEST: LEXINGTON DEVELOPEMENT COMPANY

Asst Secretary By Laskey Baker

The undersigned, Southwestern Savings Association, consents to the foregoing Declaration of Covenants, Conditions and Restrictions of Oakwood Glen Section One.

ATTEST: SOUTHWESTERN SAVINGS ASSOCIATION

1st Secretary By Donald A. Becker

Donald A. Becker, Vice-President

THE STATE OF TEXAS I

COUNTY OF HARRIS I

RECORDER'S MEMORANDUM:
The additions on this instrument were present at the time instrument was filed and recorded.

BEFORE ME, the undersigned authority, on this day personally appeared Laskey A. Baker, as Vice President of Lexington Development Company, 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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 13th day of November, A.D., 1975.

Notary Public in and for Harris County, Texas

ANN REECE

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Donald A. Becker, Vice-President of Southwestern Savings Association, known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 13th day of November, A.D., 1975.

Notary Public in and for Harris County, Texas