

Rash

F349821

179-19-2117

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CO-V, INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in STERLING KNOLL, SECTIONS ONE AND TWO, in County of Harris, State of Texas, which is more particularly described as:

*19.00
2*

Being 90.5663 acres of land out of the August Whitlock Survey, Abstract 797, in Harris County, Texas, which land has been subdivided and platted into an addition known and designated as Sterling Knoll, Sections One and Two, according to the map or plat thereof, filed for record in the office of the County Clerk of Harris County, Texas on September 29, 1977; Section I filed under Clerk's File No. F316358, Volume 258, Page 46 and Section II filed under Clerk's File No. F316365, Volume 258, Page 55.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Declarant does hereby dedicate the streets, avenues, drives and parkways in said addition, for use by the public as such, reserving the right to itself, its successors and assigns, to at any time use the same for installation, maintenance, repairs, and renewal of any and all public utilities, and agrees that the land shown to be subdivided according to said plat is held, and shall hereafter be conveyed, subject to covenants, conditions, stipulations, easements and restrictions as hereinafter set forth, except for the land contained in Reserve "A".

ARTICLE I

DEFINITIONS

Section 1. "Street" shall mean and refer to any street, drive, boulevard, road, alley, lane, avenue, or any place as shown on the recorded plat as a thoroughfare.

Section 2. "Corner Lot" shall mean and refer to any Lot which abuts on more than one Street. Any Lot, except a Corner Lot is deemed to front the Street upon which it abuts. A Corner Lot shall be deemed to front the Street designated by the Architectural Control Committee as hereinafter provided.

Section 3. "Association" shall mean and refer to the STERLING KNOLL ASSOCIATION, its successors and assigns.

Section 4. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "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.

Section 6. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 7. "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.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS } COUNTY OF HARRIS } The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm, and having Microfilm identification Number as stamped thereon, I hereby certify on.

MAY 02 1973



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
JAMES PETTY Deputy

Section 8. "Declarant" shall mean and refer to CO-V, INC., its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of Properties as a restricted subdivision, the following restrictions upon the use of said Properties are hereby established and adopted subject to the provisions hereof and shall be made a part of each and every contract and deed executed by or on behalf of Declarant, its successors and assigns, by appropriate reference to this dedication, and same shall be considered a part of each contract and deed as though incorporated fully therein. These restrictions as hereinafter set forth shall be and are hereby imposed upon each Lot or parcel of land in said addition as shown on plat of the Properties and referred to herein, and same shall constitute covenants running with the land and shall be binding and inure to the benefit of Declarant, their successors and assigns; and all subsequent purchasers of said Property shall be subject to and bound by such restrictions, covenants and conditions and for the term of this instrument as hereinafter set forth.

ARTICLE III
USE OF LAND

Section 1. Except as herein noted, all Lots shall be used for single-family residence purposes only.

Section 2. No sign of any kind shall be displayed to the public view on any residential Lot except one (1) sign of not more than five (5) square feet, advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

Section 3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

Section 4. 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.

Section 5. No spirituous, vinous or malt or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on said premises or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes.

Section 6. No Lot shall be used for storage of commercial products; liquid, solid or otherwise; not necessary or convenient for the use and enjoyment of the property for residential purposes.

Section 7. Notwithstanding any restrictions anyplace herein contained, Declarant, its sales agents, successors and assigns, shall have and reserve the right to place, build or maintain a sales office on any Lot in said Properties during the period when Lots are being sold and/or houses are being built or offered for sale in said Properties.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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COUNTY OF HARRIS }
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MAY 02 1988



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
JAMES PETTY Deputy

(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 sixty (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 agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members 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 V

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 (2) 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 (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B members 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 January 1, 1983.

ARTICLE VI

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 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 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

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MAY 02 1983



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
Deputy
JAMES PETTY

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 improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Ninety-Six Dollars (\$96.00) per Lot.

(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 five percent (5%) 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 five percent (5%) by a vote of two-thirds (2/3rds) 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.

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 (2/3rds) 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 thirty (30) days nor more than sixty (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 sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on January 1, 1978. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

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ANITA RODEHEAVER
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

By *James Petty*
 JAMES PETTY Deputy

Section 8. Declarant's Share of Assessments. Declarant shall pay only one-half (1/2) of the annual assessment on all lots in Class B membership.

Section 9. Effect of Nonpayment of Assessment; 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 six percent (6%) 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 10. 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 VII

ARCHITECTURAL CONTROL

Section 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 (1) detached single-family dwelling of one, one-and-one-half, or two stories in height; and a private garage for not more than three (3) cars.

Section 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.

Section 3. The floor area of the structure, exclusive of open porches and garages, shall not be less than one thousand, one hundred (1,100) square feet for each dwelling.

Section 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 setback lines shown on the recorded plat. No building shall be located nearer than five (5) feet to an interior Lot line except a detached garage or other permitted accessory building located seventy (70) feet or more from the front property line. No single-family residence shall be located on any interior Lot nearer than fifteen (15) feet to the rear Lot line. No outbuildings on any residential Lot shall exceed in height the dwelling to which they are appurtenant. Every such outbuilding shall correspond to style and architecture to the dwelling to which it is appurtenant.

Section 5. Any persons owning two (2) or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of placing or constructing improvements, as permitted in paragraphs 3 and 4 above, on each such resulting building site.

Section 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 five thousand, five hundred (5,500) square feet.

Section 7. All improvements in said Properties shall be constructed on a residential Lot with the front of the improvement facing the Street. The Architectural Control Committee is granted the right to designate the direction in which the improvements in said Properties on any Corner

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COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
JAMES PETTY Deputy

residential Lot shall face, and such decision shall be made with the thought in mind of the best general appearance of that immediate section.

Section 8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither CO-V, INC., 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.

Section 9. 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.

Section 10. No garage apartment for rental purposes shall be permitted on any residential Lot. Living quarters on property other than in the main building on any residential Lot may be used for bona fide servants only.

Section 11. An underground electric distribution system will be installed in that part of the Properties designated herein as Underground Residential Subdivision, which underground service area shall embrace all Lots in said Properties. 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 in the Underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Section 12. 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. No radio or television aerial wires or antennae shall be placed or maintained on any building on any residential Lot to extend more than ten (10) feet above the roof of the main residence of said Lot.

Section 13. Before the dwelling unit is completed, the Lot Owner shall construct a concrete sidewalk four (4) feet in width parallel to the Street curb, two (2) feet from the Lot boundary line(s), and shall extend to the projection of the Lot boundary line(s) into the Street right-of-way and/or Street curbs at Corner Lots.

Section 14. 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.

Section 15. 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 equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
JAMES PETTY Deputy

179-19-2124

and/or any equipment necessary for the performance of any public or quasi-public utility service and functioning, with the right of access thereto for the purpose of further construction, maintenance and repairs, Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, shrubs, fences, either on or overhanging such right-of-way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of the Properties and the property Owners thereof, and hereby reserved and created in favor of any and all utility companies into and upon said Property for the purposes aforesaid.

There is also reserved and dedicated herewith for the use of all public utility companies, easements for down guy anchors and push braces adjacent to and within three (3) feet of the side lines in said Properties, said down guy anchors and push braces to extend no more than twenty-five (25) feet from the center line of the dedicated easements as shown on the map of said Properties. There is also reserved and dedicated herewith for use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located and adjacent to and on both sides of all dedicated utility easements as shown on the map of said Properties.

This instrument of dedication relates to and effects the herein described Properties and shall not affect other property not herewith described.

The Lien Holders hereinbefore mentioned join in the execution hereof for the purpose of subordinating all of the liens held by them against the herein described Properties unto these presents, and do hereby consent and agree to the impositions of the aforesaid reservations, restrictions, covenants and conditions; and Lien Holders hereby agree that a foreclosure shall not affect such reservations, restrictions and covenants.

ARTICLE XI

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 a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in nowise 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 twenty (20) 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 twenty (20) 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 a Common Area or Areas may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of members.

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 Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *James Otto*
JAMES OTTO, Deputy

Section 16. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two (2) and six (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 twenty-five (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 site line limitations shall apply on any Lot within ten (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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such site lines.

Section 17. 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 six (6) feet in height unless prior approval is obtained from the Architectural Control Committee, hereinafter created.

Section 18. No trucks, vans, trailers, boats, passenger cars or any other vehicle will be permitted to park on Streets or on drives in front of residences for longer than a twenty-four (24) hour period.

ARTICLE VIII

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 building 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 SAM JOHNSON, ED WEBSTER, and BILL WILLIAMS, or a representative designated by a majority of the members of said committee. In the event of 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 (30) days after said plans and specifications have been submitted to it, 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 covenant 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 January 1, 1980, pass to a committee of three (3) Owners of Lots in said Properties, which such three (3) Lot Owners shall be selected by a majority of Lot Owners in said Properties, 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 selection is so made. Such selection may be made at any time, and from time to 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.

ARTICLE X

EASEMENTS

It is agreed that all sales and conveyances of Lots and dedication of Streets in said Properties shall be subject to the easement and right-of-way as shown on the map of said Properties, and to any easement over, under and along, and across such portion of each Lot, as may be reserved in each deed as being appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipelines, and drainage ditches or structures

- 7 -

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THE STATE OF TEXAS }
COUNTY OF HARRIS }

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ANITA ROE HEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By 
JAMES PETTY
Deputy


178-19-2125

EXECUTED THIS THE 18th day of October, 1977.

DECLARANT:

CO-V, INC.

ATTEST:


Webster
WEBSTER, Secretary

Sam A. Johnson *SA*
SAM A. JOHNSON, President

LIEN HOLDER:

HOUSTON NATIONAL BANK

ATTEST:

Diane S. Evans
Diane S. Evans, Real Estate Officer

Anthony Levantino
ANTHONY LEVANTINO, Vice-President

RECORDERS' REMARKS:
This instrument is not satisfactory for photostatic reproduction due to certain of photo copy, blurred areas, etc., or due to illegibility. All notations, additions and changes were present at time instrument was filed and recorded.

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared SAM A. JOHNSON, President of CO-V, INC., a corporation, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 1977.


Bill Edmonson
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 ANTHONY LEVANTINO, Vice-President of HOUSTON NATIONAL BANK a banking corporation, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 1977.


SHARON L. GEIGER
Notary Public in and for Harris County, Texas
My Commission expires 5-4-79

Sharon L. Geiger
Notary Public in and for Harris County, Texas

Return To: Investors Title Co.
P. O. Box 2163
Houston, Texas 77001

Attn: Sam Johnson

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THE STATE OF TEXAS }
COUNTY OF HARRIS }
The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and preserved on Microfilm, and having Microfilm identification Number as stamped thereon. I hereby certify on

MAY 02 1999



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Signature]

179-19-2126

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in
the Number Sequence on the date and at the time stamped
below by me and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

OCT 26 1977



Petermonte
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
OCT 26 2 53 PM 1977
Petermonte
COUNTY CLERK,
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }

The above is a full, true, and correct photographic copy of the original
record now in my lawful custody and possession, as the same is recorded
in the Official Public Records of Real Property in my office and Preserved
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thereon. I hereby certify on

MAY 02 1999



ANITA ROBEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *James Petty*
Deputy
JAMES PETTY

NO CERTIFIED COPY FEE
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