

Declarations-CC&Rs
Mission Bend San Miguel HOA

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
MISSION BEND, SAN MIGUEL, SECTION THREE,
A SUBDIVISION IN FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, LANCASTER HOMES, NO. 3 INC., a Texas corporation, and having its principal office in Harris County, Texas, has heretofore executed that certain Declaration of Covenants, Conditions and Restrictions for MISSION BEND, SAN MIGUEL, Section Three, a Subdivision in Fort Bend County, Texas, recorded under County Clerk's File No. 63947, of the Official Public Records of Real Property of Ft. Bend County, Texas (hereinafter referred to as the "Declaration"), imposing on MISSION BEND, SAN MIGUEL, Section Three, a subdivision in Ft. Bend County, Texas, according to the map or plat thereof recorded in Volume 21, Page 37 of the Map Records of Ft. Bend County, Texas (hereinafter referred to as the "Properties"), all those certain covenants, restrictions, easements, charges and liens therein set forth for the benefit of the Properties and each owner thereof; and,

WHEREAS, Article II of the Declaration contains certain provisions relating to Easements and Dedications in MISSION BEND, SAN MIGUEL, Section Three, designated therein as Reservations, Exceptions and Dedications; and,

WHEREAS, Section 1 of Article III of the Declaration contains certain provisions relating to the Land use and Building type in MISSION BEND, SAN MIGUEL, Section Three, designated therein as Land use and Building type; and,

WHEREAS, Section 3 of Article III of the Declaration contains certain provisions relating to the living area of the main Residential structures in MISSION BEND, SAN MIGUEL, Section Three, designated therein as Dwelling Size; and,

WHEREAS, Section 4(a) of Article III of the Declaration contains certain provisions relating to roofing material requirements in MISSION BEND, SAN MIGUEL, Section Three, designated therein as Wood Shingles and/or 348 # Composition Shingles; and,

WHEREAS, Section 5 of Article III of the Declaration contains certain provisions relating to the Location of Improvements on Lots in MISSION BEND, SAN MIGUEL, Section Three, designated therein as Location of Improvements; and,

WHEREAS, Section 7 of Article III of the Declaration contains certain provisions relating to the Minimum Lot Area in MISSION BEND, SAN MIGUEL, Section Three, designated therein as Minimum Lot Area; and,

WHEREAS, Section 2 of Article IV of the Declaration contains certain provisions on the initial composition of the Architectural Control Committee in MISSION BEND, SAN MIGUEL, Section Three, designating therein persons names for said Architectural Control Committee; and,

WHEREAS, the interest of LANCASTER HOMES, NO. 3 INC., a Texas corporation, in the Properties and its rights as Declarant in the Declaration has been transferred, conveyed and assigned to RESIDENTIAL INVESTMENT CORPORATION, a Texas corporation, and as a result thereof, the Properties and the rights of Declarant are presently vested in RESIDENTIAL INVESTMENT CORPORATION, a Texas corporation, and having its principal office in Houston, Harris County, Texas (hereinafter referred to as "Declarant"); and,

WHEREAS, Declarant desires to amend, change and enlarge the Declaration; and,

WHEREAS, First State Bank & Trust Company of Houston (hereinafter referred to as the "Lienholder"), the holder of liens on the Properties, has agreed to join in the execution hereof to evidence its consent thereto;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT the Declarant, joined herein by the Lienholder, hereby amends, changes and enlarges the Declaration as follows:

- (a) Section 6 of Article II of the Declaration is hereby deleted from such Declaration and declared to be of no further force and effect.
- (b) Sections 1, 3, 4(a), 5 and 7 of Article III of the Declaration are hereby deleted from the Declaration and declared to be of no further force and effect.
- (c) Section 2 of Article IV of the Declaration is hereby deleted from such Declaration and declared to be of no further force and effect.

There is hereby substituted for such deleted Sections the following Sections of the particular Articles listed; to-wit:

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 6. Access Easement. Each Lot shall be subject to a five (5) foot access easement for the construction, repair and maintenance of improvements located upon

any adjacent Lot where said improvements are located on the Zero Lot Line, Side Yard Concept and Zero Lot Line Attached Concepts as more particularly described in Article III Section 5 hereafter.

ARTICLE III

USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be known and described as Lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than either (a) one single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage for not less than one or more than two cars, or a carport, or (b) a duplex building and detached or attached garages for at least two (2), but not more than four (4) cars on the lot where a duplex is located. As used herein, the term "residential purposes" shall be construed to prohibit the use of said Lots for garage apartments, apartment houses, business or professional purposes of any kind and for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any Lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon.

Section 3. Dwelling Size. The living area of the main residential structure, exclusive of open porches and garages, shall not be less than 750 square feet for a one-story dwelling, nor shall the lower living area plus the upper living area of the main residential structure of a two (2) story dwelling be less than 1,000 square feet.

Section 4. Type of Construction, Material and Landscape.

(a) The external roofing material of any residence shall meet or exceed all F.H.A. standards.

Section 5. Location of Improvements. No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded Plat. For the purposes of this Covenant, eaves, steps, patios and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purposes of these Restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each main residence building will face the front of the Lot, and each garage will face the front of the Lot on which it is situated and will be provided with driveway access from the front of the Lot only; except that garages on

the corner Lots may face the side street. The Architectural Control Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any direction in house locations. It shall be the intention of this Covenant to allow placement of residential structures at the option of Declarant or any entity constructing a dwelling on any Lot using one of four (4) acceptable methods, said methods hereinafter known and defined as:

1. Standard Single Family Residence Option. The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the Lot nearer than five (5) feet from either side property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from the side line abutting a street. No dwelling shall be located on any Lot within any utility easement located along the rear lot line.

2. Zero Lot Line Option.

(a) Placement. The front building setback line shall be as hereinabove required. Each residence dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the residence structure shall be constructed adjacent to and abutting a side lot line. Such side lot line where there is such construction shall be hereinafter referred to as the "Zero Lot Line". Provided however, that an open court or patio may be built adjacent and abutting the aforementioned Zero Lot Line, but said open court or patio must be enclosed by a masonry wall having a minimum height of eight (8) feet. This wall must, as is the case with the residence wall, be constructed adjacent to the abutting Zero Lot Line and enclose the court or patio in such a manner as to appear to be an extension of the residence dwelling. The Zero Lot Line walls shall have no exterior objects or appurtenances such as, for example, there shall be no electric panels, vents, plumbing clean outs, windows or openings of any kind unless such Zero Lot Line side is on the street side of a corner lot. If the Zero Lot Line side is on the street side of a corner lot, normal openings and exterior appurtenances may be constructed on the dwelling abutting the Zero Lot Line. Provided, however, the roof overhang and the attached guttering of the Zero Lot Line dwelling may extend and encroach over the Zero Lot Line for a distance not to exceed twenty-four (24) inches. There is hereby established a ten (10) foot minimum distance between the Zero Lot Line and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any Utility Easement along the rear lot line.

(b) Zero Lot Line Access Easement. Upon the election by Declarant, its successors and/or assigns of the Zero Lot Line Option, as evidenced by completion on a Lot of construction of any residence complying therewith, each such lot shall have a five (5) foot access easement extending the entire depth of the lot from front to back abutting and parallel to the Zero Lot Line wall, over, on and across the adjacent lot, for the construction, repair and maintenance of improvements located on the Zero Lot line. Conditions and use of the Zero Lot Line Access Easement are hereby declared and established by and between the owner of the Zero Lot Line lot and the owner of the adjacent lot, which shall be covenants running with the land and binding both of the above mentioned owners and all of the respective heirs and assigns forever; to-wit:

(i) The Zero Lot Line lot owner must replace any fencing, landscaping or other items on the adjacent lot that he may disturb during construction, repair or maintenance.

(ii) This easement, when used by the Zero Lot Line lot owner for such construction, repair or maintenance, must be left clean and

unobstructed unless the easement is actively being utilized and any items removed must be replaced.

(iii) The Zero Lot Line lot owner must notify the owner of the adjacent lot of his intent to do any construction, repair or maintenance upon the Zero Lot line wall at least twenty-four (24) hours prior to starting any work, with the hours that such access easement may be utilized being between 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday.

(iv) Both the Zero Lot line lot owner and the adjacent lot owner shall have the right of surface drainage over, along and upon the access easement area. Neither owner shall use the access easement area in such a manner as will interfere with such drainage.

(v) Neither owner shall attach any object to the Zero Lot Line wall, facing onto the access easement area and the owner of the adjacent lot will not use the Zero Lot line wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the access easement area by either owner, except the roof overhang and guttering as provided for above, and a fence by the owner of the adjacent lot, which allows drainage; however, access to the access easement must be preserved for the owner of the Zero Lot Line lot.

3. Side Yard Concept Option.

(a) Placement. The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the Lot nearer than five (5) feet from either side property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from the side lot line abutting a street and shall be not nearer than five (5) feet on the other side lot line of such corner lot. Each residence dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the residence structure, hereinafter called the Side Yard Wall, shall be constructed adjacent to and five (5) feet from the side lot line. The five (5) foot area bounded by the Side Lot Line and the Side Yard Wall and running the depth of the Lot shall hereinafter be referred to as and hereinbelow be defined as "Side Yard Land Maintenance Easement." Provided, however, that an open court or patio may be built to the residence structure adjacent and abutting the aforementioned Side Yard Land Maintenance Easement and within the Side Yard Wall area, but said open court or patio must be enclosed by a masonry wall having a minimum height of eight (8) feet. This wall must, as in the case with the Side Yard Wall, be constructed adjacent to and abutting in such a manner as to complement the residence dwelling. The Side Yard Wall shall have no exterior objects or appurtenances such as, for example, electric panels, vents, plumbing cleanouts, windows or openings of any kind unless such Side Yard Wall is on the street side of a corner Lot. If, on the street side of a corner Lot, regular openings may be constructed on such dwelling abutting the street side lot line. There must be a minimum distance of ten (10) feet between the Side Yard Wall and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any rear-lot Utility Easement.

(b) Side Yard Land Maintenance Easement. The following terms, conditions and uses of the Side Yard Land Maintenance Easement are hereby declared and established by the Owner of said Side Yard Wall Lot and the owner of the adjacent Lot, which terms shall be a covenant running with the land and binding both of the above mentioned owners and all of the respective heirs and assigns forever:

(i) The Side Yard Land Maintenance Easement (herein called the easement area) may be used by either owner for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of a lot so as to improve the drainage of water from the lots

or the easement area. It shall be the responsibility of each owner to take appropriate measures, whether by landscaping or otherwise to protect an adjoining owner's lot or the easement area from water running off of such owner's roof onto an adjoining owner's lot or onto the easement area and no owner shall have liability or otherwise be responsible to any other owner for any loss, expense or damage resulting from such roof run-off.

(ii) The owner of the adjacent lot, except as otherwise provided in this Section, shall have the exclusive use of the surface of the easement area for the purposes of maintaining the lawn and/or other landscaping located within such easement area which maintenance shall be the obligation of the adjacent lot owner, and for all uses and enjoyments except as expressly limited or prohibited by the rules in this Section 5 and other applicable provisions of these Restrictions.

(iii) The owner of the Side Yard Wall Lot, upon twenty-four (24) hours notice to the adjacent lot owner shall have the right of entry unto the easement area between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. Saturday for the sole purposes of maintenance, painting, repairing and rebuilding of the Side Yard Wall or foundation and fencing which is situated adjacent to and abutting the easement area.

(iv) The owner of the Side Yard Wall Lot must replace any fencing, landscape or other item on the easement area or the adjacent lot that he may disturb during such maintenance or repair of the Side Yard Wall.

(v) Neither owner shall attach any object to the side of the Side Yard Wall abutting the easement area and the adjacent lot owner will not use the Side Yard Wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the easement area by either owner, except that the owner of the adjacent lot may construct a fence, which allows drainage; however, access to the easement area must be preserved for the owner of the Side Yard Wall Lot.

(vi) The Owner of the adjacent Lot shall indemnify and hold harmless the owner of the Side Yard Wall Lot against any and all claims, demands, actions and causes of action of any nature arising out of the general use of the easement by the Owner of the adjacent lot, his licenses or invitees.

(vii) It is recognized by Declarant that the Side Yard Concept Option is best suited for regularly shaped adjoining lots and that if such option is exercised on adjoining irregularly shaped lots, such as those common to lots located on either a cul-de-sac or lots located on a curved street, that a strict adherence to the above terms may result in a disproportionate and inconvenient location of the Side Yard Land Maintenance Easement. Accordingly, Declarant hereby reserves and retains the right unto itself, its successors and those who purchase lots directly from it, to vary the Side Yard Land Maintenance Easement on Lots in the addition which are irregularly shaped and upon which the Side Yard Concept Option is exercised. The variance, if any, will be accomplished in the conveyance from either the Declarant or its successors or those who purchase Lots directly from it so as to clearly identify of record the variance involved. All owners of lots so involved will be requested to join in and consent to such variance, if any.

By irregularly shaped lots, as used herein, is meant a lot where the front and back lot lines are not of equal length and the side lot lines are not of equal length.

4. Zero Lot Line Attached (Separate ownerships of the two units). The buildings to be classified as Zero Lot Line Attached shall, as to Location of Improvements and easements, comply with all the provisions of this Article III,

Subsection 5(2) above. The distinguishing feature between Zero Lot Line and Zero Lot Line Attached is that the latter shall have two (2) separate owners of the building involved. The conveyance to such two (2) owners will reflect that their building is in the Zero Lot Line Attached category. In addition to compliance with the provisions of this Article III Subsection 5(2), the Zero Lot Line Attached Lots shall be subject to the following, to-wit:

- (a) Each building shall contain two (2) units. The conveyance will be by field note description with the property line to be along the common wall between the units, extended to the front and back lot lines. The owners of each building shall be jointly responsible for the maintenance of the exterior of their building. No change of paint, brick or roof color will be permitted without approval by the Architectural Control Committee. No maintenance, repairs or painting shall be done by one owner without the consent of the other owner. Each owner shall have one vote in all matters of exterior maintenances, repairs and painting, and the cost of these repairs. If the two owners cannot agree on the maintenance, repairs, and painting of their building, then the owner that deems that the work needs to be accomplished shall prepare a written description and cost of the work to be accomplished for the Architectural Control Committee which shall rule on the need for accomplishing the work, if the work is required. Such committee's ruling shall be binding on both owners.
- (b) General Rules of Law to Apply. Each wall and roof which is built as a part of the original construction of the Zero Lot Line Attached building upon the Properties and placed on the dividing line between the lots shall constitute a common wall and roof, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding common walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (c) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a common wall or roof shall be shared by the Owners who make use of the wall and roof equally. Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any owner who has used the wall or roof may restore it, and if the other owner thereafter makes use of the wall or roof, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for larger contributions from the other under any rule or law regarding liability for negligent or willful acts or omissions. In addition, for attached Zero Lot Line buildings, the total exterior of both properties must be completely restored to their original condition before the destruction that resulted from fire or other casualty.
- (d) Weatherproofing. Notwithstanding any other provision of this Article, an owner who, by his negligent or willful act, causes the common wall or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors in title.
- (f) Arbitration. In the event of any dispute arising concerning a common wall or roof, or under the provisions of this Section, the Architectural Control Committee, as set forth herein, shall have full and complete authority in handling said dispute and the decision of the Architectural Control Committee shall be final. The decision of the Architectural Control Committee must be rendered on or before sixty (60) days following written notification to the Architectural Control Committee by one or both property owners involved.

A standard duplex may be located in any one of the four (4) Options set out above.

Once one of the four (4) types of dwelling placements have been elected and constructed on a lot in the subdivision, all other lots on the side of the street abutting the front of the dwelling where the election has been made, measured from and including the two corner lots abutting such street, must utilize the same placement method. The same is true for lots abutting a cul-de-sac. Provided, however, in either event the Architectural Control Committee shall have the authority to grant a variance allowing multiple types of lot placements in such situations.

Section 7. Minimum Lot Area. Lots may be resubdivided provided no building be erected or placed upon any Lot having an area of less than 4,200 square feet; it being the intention of this restriction that no building plot within the Properties contain less than the aforesaid minimum area.

ARTICLE IV.


ARCHITECTURAL CONTROL COMMITTEE

Section 2. Committee Membership. The Architectural Control Committee shall be initially composed of Edward Horne, Kent Christensen and W. J. Perritte.

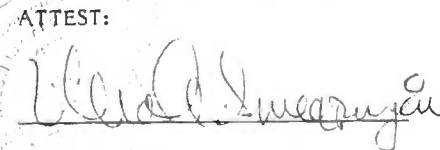
This Amendment to the Declaration as set forth above shall be deemed to be in lieu of and in substitution for the deleted sections, and shall be interpreted in accordance with the other provisions of the Declaration. All other provisions contained in the Declaration are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms thereof, except as expressly amended hereby.

IN WITNESS WHEREOF, the undersigned, being Declarant and the Lienholder, have executed this First Amendment to Declaration of Covenants, Conditions and Restrictions for MISSION BEND SAN MIGUEL, Section Three, to be effective the _____ day of _____, 1981.

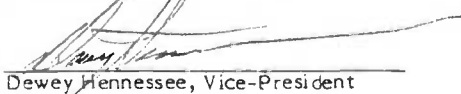
ATTEST:


Assistant Secretary


ATTEST:



RESIDENTIAL INVESTMENT CORPORATION

By: 
Dewey Hennessee, Vice-President

FIRST STATE BANK & TRUST COMPANY OF HOUSTON

By: 
President

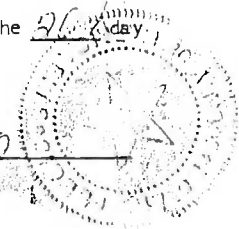
"LIENHOLDER"

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DEWEY HENNESSEE, Vice-President of Residential Investment Corporation, a corporation, 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 in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this, the 26th day of July, 1981.

[Signature]
Notary Public in and for
Harris County, T E X A S

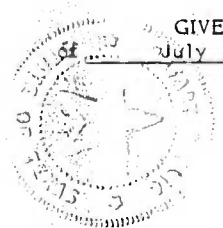


THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Dane Grant, President of First State Bank & Trust Company of Houston, 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 in the capacity therein stated, and as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this, the 16th day of July, 1981.

[Signature]
Notary Public in and for
Harris County, T E X A S
Joanne M. Neely
My Commission Expires: 12-19-81



THE STATE OF TEXAS §
COUNTY OF HARRIS §

IN WITNESS WHEREOF, NPC REALTY CO., being either the owner or Contract Purchaser of all but four (4) lots of Mission Bend, San Miguel, Section Three, a subdivision in Fort Bend County, Texas, does concur with said First Amendment to Declaration of Covenants, Conditions and Restrictions for said subdivision.

NPC REALTY CO.

By: [Signature]
Ron Hammonds, Attorney-in-Fact

BEFORE ME, the undersigned authority, on this day personally appeared Ron Hammonds, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this, the 16th day of July, 1981.

Frances E. Dowling
Notary Public in and for
Harris County, T E X A S

FRANCES E. DOWLING
Notary Public State of Texas.
My Commission Expires September 29, 1984
Bonded by L. Alexander Lovell, Lawyers Surety Corp.

FILED FOR RECORD
JUL 12 1981

JUL 20 1981
Pearl Ellett
COUNTY CLERK, FORT BEND COUNTY, TEX

STATE OF TEXAS COUNTY OF FORT BEND
I, here, by certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the Volume and Page of the named records of Fort Bend
County, Texas as stamped hereon by me on

JUL 21 1981
Pearl Ellett
County Clerk, Fort Bend Co., Tex.



COMPARED

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DEED

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COMPARED

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DEED

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THIS INSTRUMENT IS RE-RECORDED TO EVIDENCE THE INCLUSION OF THE RESPECTIVE NAMES OF THE INITIAL ARCHITECTURAL CONTROL COMMITTEE, WHICH NAMES WERE INADVERTANTLY OMITTED AT FIRST RECORDING.

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR MISSION BEND, SAN MIGUEL, SECTION THREE, A SUBDIVISION

IN FT. BEND COUNTY, TEXAS

THE STATE OF TEXAS X
COUNTY OF FT. BEND X

THIS DECLARATION, made on the date hereinafter set forth by LANCASTER HOMES, NO. 3, INC., a Texas corporation, and having its principal office in Harris County, Texas hereinafter called "Declarant".

RETURN TO
Investors Title Co.
P. O. BOX 2163
HOUSTON, TEXAS 77001
RPF/MOLSON



DEED

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DEED

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WITNESSETH:

WHEREAS, Declarant is the owner of that certain property known as Mission Bend, San Miguel, Section Three, a subdivision in Ft. Bend County, Texas, according to the map or plat thereof recorded in Volume 21, Page 37, of the Map Records of Ft. Bend County, Texas; and

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement, and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon MISSION BEND, SAN MIGUEL, SECTION THREE, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to MISSION BEND, SAN MIGUEL HOMEOWNERS ASSOCIATION, its successors and assigns, provided for in Article V hereof.

Section 2. "Properties" shall mean and refer to MISSION BEND, SAN MIGUEL, SECTION THREE, subject to the Reservations set forth herein and/or in the Subdivision plat, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 3. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plat which are restricted hereby to use for residential purposes.

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

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of MISSION BEND, SAN MIGUEL, SECTION THREE, recorded in Volume 21, Page 37, of the Map Records of Ft. Bend County, Texas.

Section 6. "Architectural Control Committee" shall mean and refer to the MISSION BEND, SAN MIGUEL, SECTION THREE, Architectural Control Committee provided for in Article IV hereof.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. The Subdivision Plat dedicated for use as such, subject to the limitations 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 minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth 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 and/or any part thereof, whether specifically referred to therein or not.

Section 2. 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 lines or lines, gas sewers,

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or any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 3. 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, but such changes and additions must be approved by the Federal Housing Administration and Veterans Administration.

Section 4. Neither Declarant nor any utility company 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 other property of the owner situated on the land covered by said easements.

Section 5. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances there-to constructed by or under Declarant or any easement owner, or their 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 where not affected 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, and such right is hereby expressly reserved.

ARTICLE III

USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be known and described as Lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no

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800 PAGE 72

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798 PAGE 279

structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage for not less than two or more than four cars. Carports; on residential Lots prohibited. As used herein, the term "residential purposes" shall be construed to prohibit the use of said Lots for duplex houses, garage apartments, or apartment houses; and no Lot for duplex houses, garage apartments; or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any Lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon.

Section 2. Architectural Control. 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 thereon have been approved by the Architectural Control Committee as to harmony with existing structures with respect to exterior design, location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully provided for in Article IV hereof.

Section 3. Dwelling Size. The living area of the main residential structure, exclusive of open porches and garages, shall not be less than 1300 square feet for a one-story dwelling, nor shall the lower living area plus the upper living area of the main residential structure of a two (2) story dwelling be less than 1300 square feet.

Section 4. Type of Construction, Materials and Landscape.

(a) No external roofing material other than wood shingles and or 340# composition shingles of a wood tone color, shall be constructed or used on any building in any part of the Properties without the written approval of the Architectural Control Committee.

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(b) A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb along the entire fronts of all Lots. In addition thereto, four (4) foot sidewalks shall be constructed parallel to the curb 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.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained in or on any building in any part of the Properties.

(d) Each kitchen in each dwelling unit or living quarters on any lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(e) No fence or wall shall be erected, placed or altered on any Lot nearer to the street than a minimum building setback lines as shown on the recorded plat. The erection of a chain link fence facing upon a street on any Lot is expressly prohibited.

Section 5. Location of Improvements. No building shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. No building shall be located on any Lot nearer than ten (10) feet to any side street line. The main residential structure (exclusive of detached garages and out buildings) shall be located no less than fifteen (15) feet from the rear property line. No Part of the house building shall be located nearer than five (5) feet to an interior lot line except where the adjoining house building is located more than five (5) feet from the same interior lot line, in which event one house building may be located no nearer than three (3) feet from said interior lot line, provided that the adjoining house is located at least (7) feet from the same interior lot line to the effect that a minimum of ten (10) feet

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is maintained between adjacent main residential house buildings. A garage or other permitted accessory building located seventy (70) feet or more from the front lot line may be a minimum distance of three (3) feet from the interior lot line. For the purposes of this covenant eaves, steps, and unroofed terraces and fireplaces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

Section 6. No external Radio or television antennae of any type shall be constructed on any Lot as to be visible from any portion of the properties.

Section 7. Minimum Lot Area. No Lot shall be resubdivided nor shall any building be erected or placed upon any Lot having an area of less than 6,000 square feet; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision if such resubdivision results in each Lot containing not less than the minimum Lot area aforesaid; it being the intention of this restriction that no building plot within the Properties contain less than the aforesaid minimum area.

Section 8. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

Section 9. Temporary Structures. No structure of a temporary character whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot as a residence, for any other purposes, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place or maintain such facilities in or upon any

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portion of the Properties, as in its sole discretion, determines may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs and portable toilet facilities. No truck, trailer, boat, automobile or other vehicle shall be stored, parked, or kept on any Lot or in the street in front of the Lot unless such vehicle is in day-to-day use off the premises and such parking is only temporary, provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any Lot covered hereby.

Section 10. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot or plot except (1) one sign of not more than ten (10) square feet advertising the particular lot to plot on which the sign is situated for sale or rent and (ii) one sign of not more than five (5) square feet to identify the particular lot or plot as may be required by the Federal Housing Administration or Veterans Administration during the period of actual construction of a single-family residential structure thereon. The right is reserved by Declarant to construct and maintain such signs, billboards, or advertising devices as is customary in connection with the general sale of property in this subdivision. In no event shall any sign, billboard poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section Ten (10) be erected, permitted or maintained on any Lot or plot without the express written consent of the Architectural Control Committee. The term "Declarant" as used in this Section Ten shall refer to said entities and such successors or assigns of such entities to whom the right under this Section Ten are expressly and specifically transferred.

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Section 11. Oil and Mineral Operations. No oil drilling or development operations, oil refining, quarrying, or mining operations of any kind shall be premitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be premitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 12. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of materials whatsoever, which storage is visible from street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall be either removed from the Lot or stored in a suitable enclosure on the Lot.

Section 13. Electricity. An underground electric distribution system will be installed in that part of MISSION BEND, SAN MIGUEL, SECTION THREE, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in MISSION BEND, SAN MIGUEL, SECTION THREE. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments; then the underground service area embraces all of the dwelling units

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involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized junction boxes, such point of attachment to be made available to 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. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each Lot containing a single-family dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer shall at his or its 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to the Developers (except certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to each subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans . No building shall be erected, placed or altered on any Lot until construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to the harmony of exterior design with existing structures, as to location with respect to topography and finished ground elevation and as to compliance with minimum construction standards established by the MISSION BEND, SAN MIGUEL, SECTION THREE Architectural Control Committee. A copy of construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to the commencement of construction. The Architectural Control Committee may require the submission of plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are

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submitted to it and received by it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with.

Section 2. Committee Membership. The Architectural Control Committee shall be initially composed of Johnnie Attaway Jennie Attaway and William A. Abbott

Section 3. Replacement. In the event of the death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said committee by this covenant shall cease and terminate; PROVIDED, that any time after January 1, 1986, two-thirds (2/3) vote of the members present and voting, the Homeowners Association may assume the duties and powers of the Architectural Control Committee.

ARTICLE V

MISSION BEND SAN MIGUEL HOMEOWNERS ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of any of the Properties which are subject or which will be subject upon the completion of improvement thereon, to maintenance charge assessment by the Association, including contract Sellers, shall be a member of the Mission Bend, San Miguel, Homeowners .

Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of membership.

CLASS A: Class A members shall be all those Owners as defined in Section 1, with the exception of Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such 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 Lancaster Homes, No.3, Inc., the Declarant defined in the Declaration. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Section 1; provided, however, that 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, 1986.

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.

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Section 3. Non-Profit Corporation. Mission Bend San Miguel Homeowners Association, a non-profit corporation, has been organized and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. By-Laws. The Association shall make whatever rules or by-laws it may choose to govern the organization, provided, that same are not in conflict with the terms and provisions hereof.

Section 5. 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 the normal business hours.

ARTICLE VI
MAINTENANCE CHARGE

Section 1. Each Lot in MISSION BEND, SAN MIGUEL, SECTION THREE, is hereby subjected to an annual maintenance charge and assessment for the purposes of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within MISSION BEND, SAN MIGUEL, SECTION THREE to Mission Bend, San Miguel Homeowners Association on or before the first day of each month, in advance monthly installments, commencing on the first day of the month following conveyance of the first Lot to a builder or homeowner: provided, however, that the amount of such maintenance charge and assessment shall, anything to the contrary notwithstanding, be chargeable and payable by the Owner or Owners of any Lot at one-half (1/2) the assesses rate until the first day of the month following completion and occupancy of a permanent structure thereon. 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 judgement of the Association,

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require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$12.00 per Lot per month, or \$144.00 per Lot per year, unless increased as provided below. The maximum maintenance charge may be increased by 10% each year by a vote of 2/3rds of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of MISSION BEND, SAN MIGUEL, SECTION THREE, as well as all subsequent sections of MISSION BEND, SAN MIGUEL, Subdivision; provided, however, that each future section of MISSION BEND, SAN MIGUEL, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association.

sections of MISSION BEND, SAN MIGUEL, Subdivision may be annexed to the Properties with the consent of two-thirds (2/3) of each class of membership, provided however that upon submission and approval by the Federal Housing Administration and/or the Veterans Administration of a general plan of the entire development, and/or approval of each stage of development, such future sections of MISSION BEND, SAN MIGUEL Subdivision may be annexed by the Developer without such approval by the membership.. The uses and benefits to be provided by said Association shall include, by the way of clarification and not limitation and at its sole option, any and all of the following: constructing and maintaining parkways, rights-of-way, easements, esplanades and other public areas, 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

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collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant Lots and doing other thing or 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 being understood that the judgement of the Association in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

Section 2. To secure the payment of the maintenance fund established hereby and to be levied on individual residential Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey to such Lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that such lien shall be secondary, subordinate and inferior to all liens, present and 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 construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and existing 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 mail, and shall contain a statement of the delinquent maintenance charges 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 3. The above maintenance charge and assessment will remain effective for the full term (and extended term if applicable) of the within covenants.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other Lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations.

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

Section 3. FHA/VA Approval. So long as the Declarant, its successors and assigns, are in control of the Mission Bend San Miguel Homeowners Association, the following actions 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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Section 4. Approval of Lienholder. Allied Bank of Texas, a Texas Corporation, the holder of a lien or liens on MISSION BEND, SAN MIGUEL, SECTION THREE, a subdivision in Harris County, Texas, joins in the execution hereof to evidence its consent hereto, and hereby subordinates its lien or liens to the provisions hereof.

Executed this 12th day of September, 1978 A.D.

ATTEST: No Seal

LANCASTER HOMES, NO. 3, INC.

(Declarant)

By: [Signature]
Assistant Secretary

[Signature]

ATTEST: No Seal

ALLIED BANK OF TEXAS

By: [Signature]
Assistant Cashier

[Signature]
Vice President

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CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS X

COUNTY OF Harris X

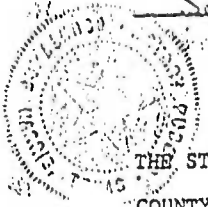
BEFORE ME, the undersigned authority, on this day personally appeared Johanie Attaway, known to me to be the person whose name is subscribed to the foregoing instrument, as President of LANCASTER Homes # 3, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 10th day of September, A.D. 1978.

B.B. Richardson

Notary Public in and for Harris County, Texas

B.B. Richardson - My commission expires 7/6/80.



THE STATE OF TEXAS X

COUNTY OF Harris X

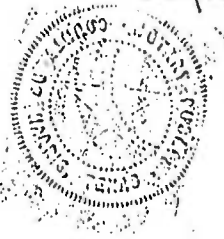
BEFORE ME, the undersigned authority, on this day personally appeared Jennie Attaway, known to me to be the person whose name is subscribed to the foregoing instrument, as Assistant Secretary of LANCASTER Homes # 3, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 10th day of September, A.D. 1978.

B.B. Richardson

Notary Public in and for Harris County, Texas

B.B. Richardson - My commission expires 7/6/80



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ACKNOWLEDGMENT

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THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally
appeared JAMES H. ALBERT, known to me to be the person
whose name is subscribed to the foregoing instrument, as
VICE PRESIDENT, of ALLIED BANK OF TEXAS
a corporation, and acknowledged to me that he executed the same for
the purposes and consideration therein expressed, in the capacity
stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 12th day of
September 12th, A.D. 1978.



Debbie E. Walker
Notary Public in and for Harris
County, Texas

Debbie E. Walker
My commission expires 8/16/80.

FILED FOR RECORD
AT 1:45 O'CLOCK P.M.

SEP 21 1978

Pearl Elliott
COUNTY CLERK, FORT BEND COUNTY, TEX.

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STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of Fort Bend
County, Texas as stamped hereon by me. on



SEP 22 1978

Pearl Ellett

COUNTY CLERK, Fort Bend
County, Texas

INDEXED FOR RECORD

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OCT 3 1978

Pearl Ellett

COUNTY CLERK, Fort Bend
County, Texas

Duly recorded this the 5 day of October A.D. 1978 at 4:30 O'Clock P.M.
By *Olivia J. Carter* Deputy Pearl Ellett, County Clerk
Fort Bend County, Texas

DEED

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~~DEED~~

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WITNESSETH:

WHEREAS, Declarant is the owner of that certain property known as Mission Bend, San Miguel, Section Four, a subdivision in Ft. Bend County, Texas, according to the map or plat thereof recorded in Volume 21, Page 38, of the Map Records of Ft. Bend County, Texas; and

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement, and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon MISSION BEND, SAN MIGUEL, SECTION FOUR, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

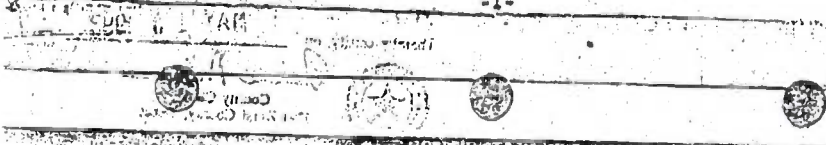
ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to MISSION BEND, SAN MIGUEL HOMEOWNERS ASSOCIATION, its successors and assigns, provided for in Article V hereof.

Section 2. "Properties" shall mean and refer to MISSION BEND, SAN MIGUEL, SECTION FOUR, subject to the Reservations set forth herein and/or in the Subdivision plat, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

STATE OF TEXAS
COUNTY OF FT. BEND
I, _____, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on file in my office.



Section 3. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plat which are restricted hereby to use for residential purposes.

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 the part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of MISSION BEND, SAN MIGUEL, SECTION FOUR, recorded in Volume 21, Page 38, of the Map Records of Ft. Bend County, Texas.

Section 6. "Architectural Control Committee" shall mean and refer to the MISSION BEND, SAN MIGUEL, SECTION FOUR, Architectural Control Committee provided for in Article IV hereof.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. The Subdivision Plat dedicated for use as such, subject to the limitations 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 minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth 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 and/or any part thereof, whether specifically referred to therein or not.

Section 2. 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 lines or lines, gas sewers,

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at
with

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or any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 3. 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, but such changes and additions must be approved by the Federal Housing Administration and Veterans Administration.

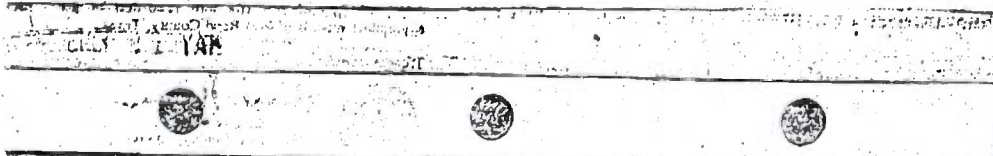
Section 4. Neither Declarant nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

Section 5. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances there-to constructed by or under Declarant or any easement owner, or their 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 where not affected 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, and such right is hereby expressly reserved.

ARTICLE III

USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be known and described as Lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no



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structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage for not less than two or more than four cars. Carports on residential Lots prohibited. As used herein, the term "residential purposes" shall be construed to prohibit the use of said Lots for duplex houses, garage apartments, or apartment houses; and no Lot for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any Lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon.

Section 2. Architectural Control. 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 thereon have been approved by the Architectural Control Committee as to harmony with existing structures with respect to exterior design, location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully provided for in Article IV hereof.

Section 3. Dwelling Size. The living area of the main residential structure, exclusive of open porches and garages, shall not be less than 1300 square feet for a one-story dwelling, nor shall the lower living area plus the upper living area of the main residential structure of a two (2) story dwelling be less than 1800 square feet.

Section 4. Type of Construction, Materials and Landscape.

(a) No external roofing material other than wood shingles and or 348# composition shingles of a wood tone color, shall be constructed or used on any building in any part of the Properties without the written approval of the Architectural Control Committee.

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(b) A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb along the entire fronts of all Lots. In addition thereto, four (4) foot sidewalks shall be constructed parallel to the curb 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.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained in or on any building in any part of the Properties.

(d) Each kitchen in each dwelling unit or living quarters on any lot shall be equipped with a garage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(e) No fence or wall shall be erected, placed or altered on any Lot nearer to the street than a minimum building setback lines as shown on the recorded plat. The erection of a chain link fence facing upon a street on any Lot is expressly prohibited.

Section 5. Location of Improvements. No building shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. No building shall be located on any Lot nearer than ten (10) feet to any side street line. The main residential structure (exclusive of detached garages and out buildings) shall be located no less than fifteen (15) feet from the rear property line. No Part of the house building shall be located nearer than five (5) feet to an interior lot line except where the adjoining house building is located more than five (5) feet from the same interior lot line, in which event one house building may be located no nearer than three (3) feet from said interior lot line, provided that the adjoining house is located at least (7) feet from the same interior lot line to the effect that a minimum of ten (10) feet

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is maintained between adjacent main residential house buildings. A garage or other permitted accessory building located seventy (70) feet or more from the front lot line may be a minimum distance of three (3) feet from the interior lot line. For the purposes of this covenant eaves, steps, unroofed terraces and fireplaces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

Section 6. No external Radio or television antennae of any type shall be constructed on any Lot as to be visible from any portion of the properties.

Section 7. Minimum Lot Area. No Lot shall be resubdivided nor shall any building be erected or placed upon any Lot having an area of less than 6,000 square feet; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision if such resubdivision results in each Lot containing not less than the minimum Lot area aforesaid; it being the intention of this restriction that no building plot within the Properties contain less than the aforesaid minimum area.

Section 8. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

Section 9. Temporary Structures. No structure of a temporary character whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot as a residence, for any other purposes, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place or maintain such facilities in or upon any

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portion of the Properties, as in its sole discretion, determines may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs and portable toilet facilities. No truck, trailer, boat, automobile or other vehicle shall be stored, parked, or kept on any Lot or in the street in front of the Lot unless such vehicle is in day-to-day use off the premises and such parking is only temporary, provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any Lot covered hereby.

Section 10. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot or plot except (i) one sign of not more than ten (10) square feet advertising the particular lot or plot on which the sign is situated for sale or rent and (ii) one sign of not more than five (5) square feet to identify the particular lot or plot as may be required by the Federal Housing Administration or Veterans Administration during the period of actual construction of a single-family residential structure thereon. The right is reserved by Declarant to construct and maintain such signs, billboards, or advertising devices as is customary in connection with the general sale of property in this subdivision. In no event shall any sign, billboard poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section Ten (10) be erected, permitted or maintained on any Lot or plot without the express written consent of the Architectural Control Committee. The term "Declarant" as used in this Section Ten shall refer to said entities and such successors or assigns of such entities to whom the right under this Section Ten are expressly and specifically transferred.

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Section 11. Oil and Mineral Operations. No oil drilling

or 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 derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 12. Storage and Disposal of Garbage and Refuse.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of materials whatsoever, which storage is visible from street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall be either removed from the Lot or stored in a suitable enclosure on the Lot.

Section 13. Electricity. An underground electric distribution system will be installed in that part of MISSION BEND, SAN MIGUEL, SECTION FOUR, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in MISSION BEND, SAN MIGUEL, SECTION FOUR. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments; then the underground service area embraces all of the dwelling units

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involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized junction boxes, such point of attachment to be made available to 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. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each Lot containing a single-family dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer shall at his or its 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

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The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to the Developers (except certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to each subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans . No building shall be erected, placed or altered on any Lot until construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to the harmony of exterior design with existing structures, as to location with respect to topography and finished ground elevation and as to compliance with minimum construction standards established by the MISSION BEND, SAN MIGUEL, SECTION FOUR, Architectural Control Committee. A copy of construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to the commencement of construction. The Architectural Control Committee may require the submission of plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are

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submitted to it and received by it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with.

Section 2. Committee Membership. The Architectural Control Committee shall be initially composed of Johnnie Attaway, Jennie Attaway and William A. Abbott.

Section 3. Replacement. In the event of the death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required, and all power vested in said committee by this covenant shall cease and terminate; PROVIDED, that any time after January 1, 1986, two-thirds (2/3) vote of the members present and voting, the Homeowners Association may assume the duties and powers of the Architectural Control Committee.

ARTICLE V

MISSION BEND SAN MIGUEL, HOMEOWNERS ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of any of the Properties which are subject or which will be subject upon the completion of improvement thereon, to maintenance charge assessment by the Association, including contract Sellers, shall be a member of the Mission Bend, San Miguel, Homeowners .

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Association: The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of membership.

CLASS A: Class A members shall be all those Owners as defined in Section 1, with the exception of Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such 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 Lancaster Homes, Inc., the Declarant defined in the Declaration. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Section 1; provided, however, that 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, 1986.

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.

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Section 3. Non-Profit Corporation. Mission Bend San Miguel Homeowners Association, a non-profit corporation, has been organized and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. By-Laws. The Association shall make whatever rules or by-laws it may choose to govern the organization, provided, that same are not in conflict with the terms and provisions hereof.

Section 5. 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 the normal business hours.

ARTICLE VI

MAINTENANCE CHARGE

Section 1. Each Lot in MISSION BEND, SAN MIGUEL, SECTION FOUR, is hereby subjected to an annual maintenance charge and assessment for the purposes of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within MISSION BEND, SAN MIGUEL, SECTION FOUR, to Mission Bend, San Miguel Homeowners Association on or before the first day of each month, in advance monthly installments, commencing on the first day of the month following conveyance of the first Lot to a builder or homeowner; provided, however, that the amount of such maintenance charge and assessment shall, anything to the contrary notwithstanding, be chargeable and payable by the Owner or Owners of any Lot at one-half (1/2) the assesses rate until the first day of the month following completion and occupancy of a permanent structure thereon. 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 judgement of the Association,

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require, provided that such assessment will be uniform and in no event will such assessment or charge exceed \$12.00 per Lot per month, or \$144.00 per Lot per year, unless increased as provided below. The maximum maintenance charge may be increased by 10% each year by a vote of 2/3rds of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of MISSION BEND, SAN MIGUEL, SECTION FOUR, as well as all subsequent sections of MISSION BEND, SAN MIGUEL, Subdivision; provided, however, that each future section of MISSION BEND, SAN MIGUEL, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association.

sections of MISSION BEND, SAN MIGUEL, Subdivision may be annexed to the Properties with the consent of two-thirds (2/3) of each class of membership, provided however that upon submission and approval by the Federal Housing Administration and/or the Veterans Administration of a general plan of the entire development, and/or approval of each stage of development, such future sections of MISSION BEND, SAN MIGUEL Subdivision may be annexed by the Developer without such approval by the membership.. The uses and benefits to be provided by said Association shall include, by the way of clarification and not limitation and at its sole option, any and all of the following: constructing and maintaining parkways, rights-of-way, easements, esplanades and other public areas, 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

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collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant Lots and doing other thing or 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 being understood that the judgement of the Association in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

Section 2. To secure the payment of the maintenance fund established hereby and to be levied on individual residential Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey to such Lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that such lien shall be secondary, subordinate and inferior to all liens, present and 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 construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and existing 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 mail, and shall contain a statement of the delinquent maintenance charges 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

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foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof.

Section 3. The above maintenance charge and assessment will remain effective for the full term (and extended term if applicable) of the within covenants.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other Lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations.

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

Section 3. FHA/VA Approval. So long as the Declarant, its successors and assigns, are in control of the Mission Bend San Miguel Homeowners Association, the following actions 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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Section 4. Approval of Lienholder. WESTERN BANK

a Texas Corporation, the holder of a lien or liens on MISSION BEND, SAN MIGUEL, SECTION FOUR, a subdivision in Harris County, Texas, joins in the execution hereof to evidence its consent hereto, and hereby subordinates its lien or liens to the provisions hereof.

Executed this 10 th day of September, 1978 A.D.

ATTEST:

LANCASTER HOMES INC.

(Declarant)

By: [Signature]
Assistant Secretary

[Signature]

(LIENHOLDER)

ATTEST:

By: [Signature]
Cashier



WESTERN BANK

[Signature]
vice president

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CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS I
COUNTY OF Harris I

DEED

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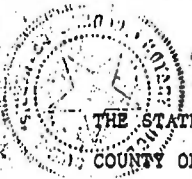
BEFORE ME, the undersigned authority, on this day personally appeared Jimmie ATTAWAY, known to me to be the person whose name is subscribed to the foregoing instrument, as President of LANCASTER HOMES INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 10th day of September, A.D. 1978.

B. B. Richardson

Notary Public in and for Harris County, Texas

B. B. Richardson - My commission expires 7/6/80



THE STATE OF TEXAS I
COUNTY OF Harris I

BEFORE ME, the undersigned authority, on this day personally appeared Jimmie ATTAWAY, known to me to be the person whose name is subscribed to the foregoing instrument, as Assistant Secretary of LANCASTER HOMES INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 10th day of September, A.D. 1978.

B. B. Richardson

Notary Public in and for Harris County, Texas

B. B. Richardson - My commission expires 7/6/80



CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Wm. Kirby Ansel known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Western Bank and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 12th day of September, A.D., 1978



FILED FOR RECORD

AT 1:15 O'CLOCK P

SHARON J. TUCKER

Sharon J. Tucker
Notary Public in and for Harris County, Texas

My Commission expires 4-30-79

SEP 21 1978

Pearl Elliott
COUNTY CLERK, FORT BEND COUNTY, TEX.