

AMENDMENT OF DECLARATION

11/01/82 00001427 H672762 139.00

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS I

COUNTY OF HARRIS I

WHEREAS, Declarant is the owner of certain property in the County of Harris, State of Texas, which is more particularly described:

Mill Ridge North, a subdivision in Harris County, Texas, as more particularly described in plat recorded in Volume 288, Page 112 of the Map Records of the Harris County Clerk's Office in Harris County, Texas (or any subsequently recorded plat thereof), LESS AND EXCEPT Unrestricted Reserves "A" and "B" thereof.

WHEREAS, By instrument dated February 13, 1980, entitled, "Declaration of Covenants, Conditions and Restrictions" recorded under County Clerk's File Number G-429773 of the Official Public Records of Real Property of Harris County, Texas, Declarant, as owner, has previously imposed certain restrictive covenants upon the real property herein described.

WHEREAS, Article VII of said Declaration provides for the Amendment thereof, and, it is the desire of each of the owners of the real property described herein to revoke said Declaration by amendment and to substitute therefor the covenants, conditions and restrictions herein contained.

THEREFORE, Declarants do hereby revoke, repeal, and vacate the previously recorded Restrictions in their entirety and adopt, establish, and impose the following restrictions, reservations, covenants, and conditions upon all of the lots in Mill Ridge North Section One.

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against Mill Ridge North Section One, 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.

RETURN TO:

TRANSAMERICA TITLE INSURANCE COMPANY  
40701 CORPORATE DRIVE, SUITE 101  
STAFFORD, TEXAS 77477

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon those above described lots in Mill Ridge North Section One, and declares to 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 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 Mill Ridge North, Section 1, Community Improvement Association, a non-profit corporation, its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) if any, owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the recorded subdivision map of Mill Ridge North, Section One on which there is or will be built single family dwellings. There is excepted herefrom any common area.

Section 6. "Declarant" shall mean and refer to Magnolia Investment Properties, Inc., their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development or the construction of residential dwellings thereon.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. Recorded subdivision maps of the Properties. The recorded subdivision maps of the Properties dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and such recorded subdivision maps of the Properties further establish certain restrictions applicable to the Properties including without limitation certain minimum setback lines, and all dedications, limitations, restrictions and reservations shown on the recorded plats or replats of the subdivision 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 or any part thereof, whether specifically referred to therein or not.

Section 2. Easements. Declarant reserves for the public use the easements and rights-of-way as shown on the recorded subdivision maps of the Properties for the purpose of constructing, maintaining and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas sewers, and any other utility Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other property of the Owner of the land covered by said easements.

Section 3. Title subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by Contract, Deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm sewer, electric lighting, electric power, telephone, telegraph or other utility purposes. The owners of the respective lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their

property which are utilized for or service other lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Lot.

### ARTICLE III

#### MILL RIDGE NORTH, SECTION 1, COMMUNITY IMPROVEMENT ASSOCIATION

##### PROPERTY RIGHTS

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

(a) The right of the Association to charge reasonable admission, and other fees for the use of any recreational facility situated upon a Common Area, if any.

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

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each Class of members has been recorded.

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

### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1990.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE-ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements. such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, and for the improvement and maintenance of the Common Area, if any.

Section 3. Maximum Annual Assessment. Until January 1, 1983, the maximum annual assessment shall be One Hundred Seventy-Five Dollars (\$175.00) per Lot.

(a) From and after January 1, 1983, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1983, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice And Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one (51%) percent of all the votes each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a yearly basis, provided that the rate for Class B members shall not exceed fifty percent (50%) of the rate for Class A members.

over  
10% w/  
2/3's vote

Section 7. Date of Commencement of Annual Assessments. Due Dates.

The annual assessments provided for herein shall commence on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or an officers designated representative of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay for the same, for collection of the unpaid amount or foreclosure of the lien against the property. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

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

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family residential dwelling not to exceed two (2) stories in height and a private garage for not less than one (1) nor more than three (3) cars.

Section 2. Minimum Square Footage Within Improvements. The living area on the ground floor of the main structure located on any Lot exclusive of open porches and garages shall not be less than one thousand one hundred (1,100) square feet for a one-story dwelling. The total square feet for a multi-story dwelling shall not be less than one thousand four hundred (1,400) square feet.

Section 3. Location of the Improvements Upon the Lot. No building shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plat. No permanent structure shall encroach upon any recorded easement. The main residential structure (exclusive of detached garages and out building) shall be located no less than sixteen (16) feet from the rear property line. 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. A residence or appurtenance thereto may be located not less than three (3) feet from an interior lot line, provided that the construction of a residence on the adjacent lot is complete and such residence shall be no closer than seven (7) feet from the same interior lot line. For the purposes of this covenant, eaves, steps and unroofed terraces 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 4. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire fronts of all lots and along the entire side of corner. The plans for each residential building on each of said Lots shall include plans and specifications for such sidewalks and same shall be constructed and completed before the main residence is occupied. Curbs with accompanying sidewalk shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movements of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks. All curb ramps shall be constructed in accordance with ANSI; A-117, Section 4.7.

Section 5. Composite Building Site. Subject to the approval of the Architectural Committee, any Owner of one or more adjoining Lots or portion thereof may consolidate such Lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat.

Section 6. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on on any Lot which is not consistent with single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood.

Section 7. Use of Temporary Structures. No structure of a temporary character, whether recreation trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any of the Properties as in its sole discretion 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.

Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.

Section 8. Storage of Automobiles, Boats, Trailers and Other Vehicles.

No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either with the garage or behind the fence which encloses the rear of the Lot. Semi-permanent is determined as exceeding a twenty-four (24) hour period of time.

Section 9. Mineral Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 10. Animal Husbandry. No animals, livestock or poultry any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

Section 11. Walls, Fences and Hedges. No hedge in excess of three (3) feet in height, walls or fences shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall or hedge shall be less than six (6) feet in height. Fences or hedge along the perimeter of the subdivision may be no more than eight (8) feet high. Any wall, fence or hedge erected as a protective screening on a Lot by Declarant shall pass ownership with the title to the property and it shall be Owner's responsibility to maintain said protective screening thereafter.

Materials are to be masonry or wood on any fence facing a street. Interior fencing is to be masonry, wood, or chain link.

Section 12. Visual Obstructions at the Intersection of Public Streets. No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

Section 13. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator as permitted by law). The drying of clothes in full view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant or its assigns, shall, without liability to the Owner or occupant, have the right to enter upon said Lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

Section 14. Signs, Advertisements, Billboards. Except for signs placed by Declarant or other builders advertising their homes during the period of original home construction and homes sales, no signs, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot in said subdivision. Declarant, or its assigns, will have the right to remove any such sign, advertisement or billboard or structure which is placed on said Lot and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

Section 15. Roofing Material. The determination of materials to be used for the roof of any building to be located on any Lot shall rest exclusively with the Architectural Committee and the type and coloring of roofing material shall be permitted only at its sole discretion upon written request.

Section 16. Maximum Height of Antenna. No radio or television aerial wires or antenna shall be maintained on any portion of any Lot forward of the front building lines of said Lot; nor shall any free standing antenna of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said Lot.

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Section 17. Underground Electric Service. Underground electric service shall be available to certain lots at the sole discretion of Declarant and Houston Lighting and Power Company (sometimes referred to herein as the "Electric Company"). The Owner of such Lot shall at his 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 the Electric Company's metering or the customer's structure to the point of attachment to be designated by the Electric Company to electric boxes. The Electric Company furnishing service shall make the necessary electric connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the Electric Company furnishing service) for the location and installation of the meter of the Electric Company furnishing service to the residence constructed on such Owner's Lot. For so long as underground service is maintained, the electric service to each Lot shall be uniform and exclusively of the type known as single phase 120-240 volt, three wire, 60 cycle alternating current.

ARTICLE VIII  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or the Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

...sections of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the office of the County Clerk of Harris County, Texas.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

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

Section 6. Approval of Lender. Southmore Savings Association with its business domicile located at 825 E. Southmore, Pasadena, in Harris County, Texas joins in the execution hereof to evidence its consent hereto, and hereby subordinates its liens to the reservations, easements, covenants, restrictions, charges and conditions hereof.

EXECUTED this 20th day of September, A.D., 1982 (5) / 10

MAGNOLIA INVESTMENT PROPERTIES, INC.

[Signature]  
Attest:

[Signature]  
By: Tommy Adkins, President

SOUTHMORE SAVINGS ASSOCIATION 107

[Signature]  
Attest:

[Signature]  
By:

PULTE HOMES CORPORATION 107

[Signature]  
Attest:

[Signature]  
By:

RECEIVED  
SEP 20 1982

This instrument amending the Declaration of Covenants, Conditions and Restrictions for Mill Ridge North, Section One, has been reviewed and is approved by the undersigned agency:

DATE: October 28 - 82

102  
FEDERAL HOUSING ADMINISTRATION  
BY: [Signature]

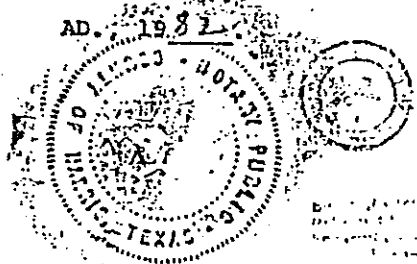
DATE: 19 October 1982

102  
VETERANS ADMINISTRATION  
BY: [Signature]

THE STATE OF TEXAS    Y  
COUNTY OF HARRIS    Y

BEFORE ME, the undersigned authority, on this day personally appeared Amil C. Stafford, Chief, CTV of VETERANS ADMINISTRATION, 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 this 19<sup>th</sup> day of October



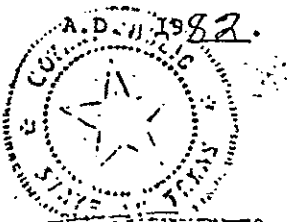
AD. 1982  
Wayne H. Hester  
Notary Public in and for Harris County,  
TEXAS  
My Commission expires: 1-5-86

THE STATE OF TEXAS    Y  
COUNTY OF HARRIS    Y

RECORDERS MEMORANDUM  
ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

BEFORE ME, the undersigned authority, on this day personally appeared James M. Wilson, Supervisor of FEDERAL HOUSING ADMINISTRATION, 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 purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 28<sup>th</sup> day of October



Glenda L. Powell  
Notary Public in and for Harris County,  
TEXAS  
My commission expires: 8-11-85

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Tommy Adkins, President of MAGNOLIA INVESTMENT PROPERTIES, INC., 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 this 27 day of September



Pat S. Meacham  
Notary Public in and for Harris County,  
T E X A S

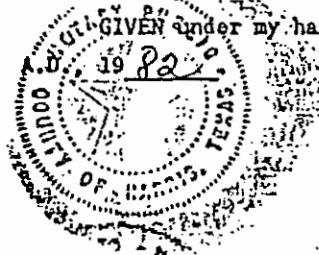
My Commission expires: 1-31-85

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Tommy Adkins, President of SOUTHWEST SAVINGS ASSOCIATION, 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 purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 27 day of September



Pat S. Meacham  
Notary Public in and for Harris County,  
T E X A S

My commission expires: 1-31-85

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Roger Melars, President of PULTE HOME CORPORATION, a Delaware 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 and in the capacity therein stated.

GIVEN under my hand and seal of office this 28 day of September



Susan Lauter  
Notary Public in and for Harris County,  
T E X A S

My commission expires: 3-31-85

SUSAN LAUTER  
Notary Public, State of Texas  
My Commission Expires 2-31-85



FILED  
1 10 47 AM 1982  
Harris County  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

STATE OF TEXAS }  
COUNTY OF HARRIS }

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

NOV 1 1982



*Quita L. Ladd*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

1000-22-11-82