

002-32-1097

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
THE WHARF AT CLEAR LAKE
(MARINA AREA)

8321230

THE STATE OF TEXAS |
COUNTY OF GALVESTON |

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, THIRTY-TWO HUNDRED CORPORATION, a Texas corporation, by instrument filed for record under Galveston County Clerk's File No. 155792 in Book 2988, Page 64 of the Deed of Trust Records of Galveston County, Texas, reference to which instrument is here made for all purposes, did impose that certain Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration") on the Dock Lot Area, Marina Common Area and Reserves out of the Replat of Phase I of The Wharf at Clear Lake according to the map or plat thereof recorded in Volume 15, Page 78 of the Map Records of Galveston County, Texas, which property is more particularly described by metes and bounds description attached as Exhibit "A" to said Declaration; and,

WHEREAS, by that certain instrument designated as "Annexation Declaration of Covenants, Conditions and Restrictions for The Wharf at Clear Lake, Marina Area, Phase II", executed by Thirty-Two Hundred Corporation, a Texas Corporation, as Declarant, and filed for record under Galveston County Clerk's File No. 211669 in Book 3214, Page 134 of the Deed of Trust Records of Galveston County, Texas, reference to which is here made for all purposes, (hereinafter referred to as "said Annexation"), that certain tract or parcel of land described in Exhibit "A" attached to said Annexation and known as the Marina Area Phase II, was encumbered and subjected to those certain Covenants, Conditions and Restrictions described in the Declaration; and,

WHEREAS, the Declaration, specifically Article X, General Provisions, Section 3 Amendment provides that the Declaration may be amended at any time upon an affirmative vote of seventy-five percent (75%) of the total votes then entitled to be cast; and,

WHEREAS, a special meeting of the members of The Wharf at Clear Lake Slip Maintenance Association, Inc., a Texas non-profit corporation, (hereinafter referred to as "Association"), was held in accordance with the terms and provisions of the Declaration and the By-Laws of such Association at 2418 Crow's Nest Drive, League City, Texas on the 15th day of September, 1982, at 10:00 o'clock a.m., pursuant to written notice duly given to each member of the Association for the purpose of considering and voting upon the hereinafter enumerated amendments to the Declaration; and,

WHEREAS, there were present and/or represented at said meeting a quorum of the member-owners of 254 slips, representing 91.98 percent of the 798 total votes entitled to be cast and of which votes represented 722 votes, 90.48 percent of the total votes entitled to be cast, were voted in the affirmative for the amendments enumerated hereafter.

NOW, THEREFORE, LANDMARK DEVELOPERS, INC., a Texas corporation, as successor Declarant under the terms and provisions of the original Declaration, and THE WHARF AT CLEAR LAKE SLIP MAINTENANCE ASSOCIATION INC., a Texas non-profit corporation, each acting herein by and through its duly authorized officers, and pursuant to authority granted by the affirmative vote of the membership of the Association, do hereby amend the Declaration filed for record under Galveston County Clerk's File No. 155792 in Book 2988, Page 65 of the Deed of Trust Records of Galveston County, Texas in the following particulars:

Article I, "Definitions", is hereby amended such that Sections 5 and 9 shall read as follows:

Section 5. "Slip" or "Reserve" is any parcel of land, as shown on the recorded plat referred to above, upon a portion of which there will be built a wharf and/or a finger-wharf to provide for the berthing of a boat and includes both Non/Live-Aboard Slips and Live-Aboard Slips as defined herein. Slips may not be divided, but Reserves may be divided.

Section 9. "Limited Common Area" shall mean those portions of the Common Area reserved for the exclusive use of the Owner of a certain Slip or Reserve or the Owners of all Slips or Reserves on the same Dock, their guests and invitees, to the exclusion of other Owners. The fingers shall be limited to use by the Owners and their guests, invitees and tenants of the adjoining Slips and/or reserves in the Dock(s) adjoining said wharfs. A parking space which may be assigned to a Live-Aboard Slip shall be deemed appurtenant to and a Limited Common Element of such Live-Aboard Slip and any transfer of title to the Live-Aboard Slip shall be effective to transfer the interest in the appurtenant parking space.

Article I "Definitions" shall be further amended to include an additional Section 13. "Common Facilities", Section 14. "Boat" or "Vessel", Section 15. "Live-Aboard", Section 16. "Live-Aboard Slips" and Section 17. "Non/Live-Aboard Slips", as follows:

Section 13. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Area and such additional improvements as shall be made available by Lease, Mutual Use

Agreement or otherwise for the use and benefit of the Owners, except those as may be expressly excluded herein. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: wharfs, finger-wharfs, pilings, structures for recreation, storage or protection of equipment, sidewalks, cat walks, common driveways, landscaping, any and all sanitary sewer and storm sewer lines, if any, owned by the Association in connection with the Common Area; and any and all pipes, wires, conduits, meters and other such utility lines and equipment, if any, owned by the Association and situated in the Common Area, and other similar and appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in the Subdivision" shall mean and refer to Common Facilities as defined respectively in the Declaration.

Section 14. "Boat" or "Vessel" shall mean and refer to a Live-Aboard as defined in Section 15 or other approved boats as provided herein when used in connection with provisions affecting a Live-Aboard Slip and to other appropriate boats when used in connection with Non/Live-Aboard Slips. The terms "boat" or "vessel" shall specifically, but not by limitation, exclude barges, pontoon crafts, inflatables and any boat designed for commercial performance and/or use.

Section 15. "Live-Aboard" shall mean and refer to a fixed-hull boat designed with facilities and equipment intended for use in connection with occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household. A "Live-Aboard" must be further designed, equipped and maintained with self-propulsion capability commensurate with the size of the boat. The term "Live-Aboard" shall specifically, but not by limitation, exclude barges, pontoon craft, inflatables and any boat designed for commercial performance and/or use.

Section 16. "Live-Aboard Slips" shall mean and refer to the Dock Eleven (11), Slips One (1), through Sixteen (16), both inclusive, as shown on the Replat of the Replat of the Replat of Phase II of The Wharf at Clear Lake according to the map or plat thereof recorded in Volume 16, Page 168 of the Map Records of Galveston County, Texas and any additions, as may hereafter be brought within the jurisdiction of the Association in accordance with the annexation and/or merger provisions of this Declaration.

Section 17. "Non/Live-Aboard Slips" shall mean and refer to all Slips subject to this Declaration except the Live-Aboard Slips as defined in Section 16 above.

Article II, "Property Rights", Section 1, Owner's Easements of Enjoyment, is hereby amended to read as follows:

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

(a) The Association shall have the right to borrow money and with the assent of Members entitled to cast not less than fifty-one percent (51%) of the aggregate of the votes of both Classes of Members to mortgage the Common Area and/or Common Facilities.

(b) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area and/or Common Facilities against foreclosure of any such mortgage.

(c) The Association shall have the right to suspend the voting rights and the right of any Member to use of any recreational facilities owned or leased by the Association or facilities the use of which the Association has otherwise made available for any period during which any assessment or other amount owed by such Member to the Association remains unpaid.

(d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, including Limited Common Areas, and to suspend the voting rights and the right of any Member to use of facilities owned or leased by the Association, or otherwise made available for the use and enjoyment of the Members by the Association, for any period not to exceed sixty (60) days for each infraction of such rules and regulations, which suspension periods may be cumulative and successive for several infractions.

(e) The Association shall have the right to assess and collect the assessments provided for herein and to charge reasonable admission and other fees for the use of recreational facilities, if any, which are a part of the Common Area or otherwise provided for the use and enjoyment of the Members.

(f) The right of owners or occupants of Slips within any area owned by Declarant as of the date hereof and in the vicinity of the Property, to use of the Common Area, together with any facilities

now or hereafter located thereon or made available by Lease, Mutual Use Agreement or Reciprocal Use Agreement by the Association.

(g) The Association shall have the right to dedicate or convey all or any part of the Common Area, or interests therein, to any public authority for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or conveyances shall be effective unless an instrument agreeing to such dedication or conveyance signed by Members entitled to cast not less than fifty-one percent (51%) of the aggregate of the votes of both Classes of Members has been recorded in the Office of the County Clerk of Galveston County, Texas.

(h) The Association shall have the right, but not the obligation, to contract on behalf of all Slips for utility services and garbage and rubbish pickup, and to include the charges relating to same in the maintenance assessments provided in Article IV of this Declaration.

Article IV "Covenant for Maintenance Assessments", Sections 2, 3, 6 and 8 are hereby amended to read as follows:

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners in the Property and in particular for the improvement and maintenance of the Property, the Common Area and services and Common Facilities relating to the use and enjoyment thereof and of the wharfs and fingers situated thereon. Assessments shall include, but are not limited to, funds to cover actual Association costs of all taxes, insurance, repair, replacement and maintenance of the Common Area and Common Facilities and of the maintenance of the wharfs and fingers as herein authorized or as may from time to time be authorized by the Board of Directors; and the cost of other facilities and service activities including, by way of illustration but not limitation, providing patrol or watchman service, providing and maintaining street lighting, maintaining and repairing concrete pavement, if any, maintaining and servicing mechanical and electrical fixtures appurtenant to the Common Area, plumbing equipment and drainage systems, electrical, water, sanitary and storm sewer systems, fogging for insect control, providing garbage and rubbish pickup, enforcing the provisions contained in this Declaration, employing at the request of the

Marina Control Committee one or more architects, engineers, attorneys, or other consultants, for the purpose of advising such Committee in carrying out its duties and authority as set forth in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of the Common Area and Common Facilities for the benefit of the Members, mowing grass, caring for the grounds, sprinkler system, landscaping, water service furnished to Non/Live-Aboard Slips by the Association, and other charges required by this Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein, the foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Directors of the Association being final as long as made in good faith and in accordance with the By-Laws of the Association and governmental laws, rules and regulations.

Section 3. Basis and Maximum of Annual Assessments. Until January, 1979, the maximum annual assessment for Non/Live-Aboard Slips shall be One Hundred Eighty (\$180.00) Dollars per Non/Live-Aboard Slip. Until January 1 of the year immediately following the conveyance of the first Live-Aboard Slip to an Owner, the maximum annual assessment for Live-Aboard Slips shall be Three Hundred Sixty (\$360.00) Dollars per Live-Aboard Slip.

(a) From and after January, 1979, the maximum annual assessment for Non/Live-Aboard Slips may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January, 1979, the maximum annual assessment for Non/Live-Aboard Slips may be increased above that established by the Consumer Price Index Formula, provided that any such change shall have the assent of two-thirds (2/3rds) of the votes entitled to be cast for each of the Class A Non/Live-Aboard Members and the Class B Members, at a meeting duly called for this purpose, written notice of which shall be sent to the Members required under the provisions of this Subparagraph (b) not less

than thirty (30) days nor more than sixty (60) days in advance of the meeting and which notice shall set forth the purpose of the meeting.

(c) From and after January 1 of the year immediately following the conveyance of the first Live-Aboard Slip to an Owner, the maximum annual assessment for Live-Aboard Slips may be increased each year not more than 25% (such percentage increase may be cumulative from year to year) above the maximum assessment for the previous year without a vote of the membership.

(d) From and after January 1 of the year immediately following the conveyance of the first Live-Aboard Slip to an Owner, the maximum annual assessment for Live-Aboard Slips may be increased above 25% by the vote of written assent of at least 51% of the votes entitled to be cast for each of the Class A Live-Aboard Members and the Class B Members, at a meeting duly called for this purpose, written notice of which shall be sent to the Members required under the provisions of this Subparagraph (d) not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, and which notice shall set forth the purpose of the meeting.

(e) The Board of Directors shall fix the annual assessment for each Slip at an amount not in excess of the applicable maximum.

The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident of consolidation in which the Association is authorized to participate under the Articles of Incorporation.

Section 6. Uniform Rates of Assessment. Unless approved by all Institutional First Mortgage Lienholders, (a) annual assessments set in accordance with Section 3 above shall be fixed at a uniform rate for the respective Non/Live-Aboard Slips and Live-Aboard Slips and may be collected on a monthly basis, i.e. 1/12th of the annual assessment applicable to each Slip each month, and (b) special assessments shall be fixed at a uniform rate for all Slips and may also be collected on a monthly basis. No maintenance shall be due on any Slip until the wharf and fingers serving same have been accepted by the Association, and then only 25% of the assessment(s) shall be paid until the Slip is rented, leased, sold or contracted to be sold.

Section 8. Effect of Non-Payment of Assessments: Remedies of Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Slip. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed to a Slip, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Slip Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties and/or Common Facilities or abandonment of his Slip.

Each Owner of each Slip to additionally secure and force the payment of the assessments and in consideration of the premises herein set forth, has granted, bargained and sold and by these presents does grant, bargain and sell, and such Owner by accepting and recording the deed conveying such Slip unto such Owner does expressly ratify and confirm such grant, bargain and sale unto H. Wayne White as trustee, (hereinafter called "Trustee") and to his successor in this trust (whether or not recited in such deed), such Slip described in such deed to such Owner. To have and to hold said Slip unto said Trustee or his successor forever and further covenanting and agreeing to warrant and forever defend the Slip aforesaid, and every part thereof, unto said Trustee or his successor, against every person whomsoever lawfully claiming or to claim the same or any part thereof, in trust, for the security and enforcement of the payment of the above described assessments, and should such Owner make default for thirty (30) days in the punctual payment of said assessments as each assessment shall become due and payable, or fail to comply with any of the terms, conditions, provisions or stipulations contained in this Declaration then, in any such case, it shall be the duty of the Trustee and of his successor or substitute as hereinafter provided, on

the request of the Association to enforce this trust and after advertising the time, place and terms of sale of the above conveyed Slip for at least twenty-one (21) days successively next before the day of sale, by posting up or causing to be posted up written or printed notice thereof at three public places in Galveston County, Texas, one of which shall be at the Galveston County Courthouse door, which notices may be posted by the Trustee acting or by any other person, to sell the same in accordance with such advertisement, at public auction, at the county courthouse door where such real estate is situated, on the first Tuesday in any month, between the hours of 10:00 o'clock A.M. and 4:00 o'clock P.M. to the highest bidder for cash and make due conveyance to the purchaser or purchasers, with general warranty, but subject to any prior and superior liens, binding said Owner in default, and such Owner's heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay, first, all expenses of the advertising, sale and conveyance, including a commission of 5% to himself; and then towards payment of the indebtedness arising from the assessments rendering the balance of said purchase money, if any, to the defaulting Owner, such Owner's heirs and assigns; and said sale shall forever be a perpetual bar against said defaulting Owner, such Owner's heirs and assigns. No foreclosure hereunder shall affect or impair any of the prior and superior liens above mentioned.

It is expressly agreed that the recitals in the conveyance to the purchaser at foreclosure sale shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the defaulting Owner, such Owner's heirs and assigns, whether such prerequisites shall have been performed or shall not have been performed. In the case of absence, death, inability, refusal, resignation, or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the Association without other formality than an appointment and designation in writing and this conveyance shall vest in him as Trustee, the estate and title in all said Slips, and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser at foreclosure shall be equally valid and effective; and such right to appoint a successor or substitute Trustee shall exist as often as, and whenever from

any of said causes, any Trustee, original or substitute cannot or will not act. The Association shall have the right to purchase at such sale being the highest bidder. The right of sale hereunder shall not be exhausted by want of any sale, but the Trustee or substitute Trustee may make other and successive sales and that the power of such sale herein contained shall survive each such successive sale as to amounts of assessments for Common Expenses accruing after the date of the sale and each successive sale.

Article V "Maintenance" is hereby amended to read as follows:

Section 1. By the Owners. It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the exterior and interior of his boat and any utility connection and boat mooring facilities. The Association shall have no duty or obligation to any Owner in this regard. In the event that the need for maintenance or repair of a main pier or cat-walk or the improvements thereon is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of said Owner, the cost of such maintenance shall be added to and become part of the assessment to which such Owner and such Owner's Slip is subject.

Section 2. By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Area and Common Facilities and all parts thereof, including but not limited to, landscaped lawns, if any, parking areas, wharfs, finger-wharfs and all improvements and facilities owned by the Association. In addition, the Association, as a common expense of all Owners, shall pay any and all costs incurred in connection with any facilities which by Lease, Mutual Use or Reciprocal Use Agreement have been made available by the Association for the use and benefit of the Owners.

Article VI "Use Restrictions" is hereby amended and supplemented to read as follows:

Section 1. Non/Live-Aboard Status. No Owner shall use a Non/Live-Aboard Slip or permit the same or any part thereof to be used for any purpose other than as a berth for a boat. The use and occupancy of a boat berthed in a Non/Live-Aboard Slip as a residence for the Owner, his family, guests and/or tenants is strictly prohibited. This provision shall not be construed to prohibit the limited use of a boat berthed in an Non/Live-Aboard Slip for over-night occupancy for periods not to exceed two (2) days or forty-eight

(48) hours in any two (2) week period or four (4) days, ninety-six (96) hours in any month. Such limited use periods shall be non-cumulative. Failure by the Association or by any Owner to strictly enforce this limited use provision shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Live-Aboard Status. No Owner shall occupy or use a Live-Aboard Slip, or permit the same or any part thereof to be occupied or used, for any purpose other than as a berth for a Live-Aboard, if the intended use of such Slip is occupancy as a private residence for the Owner, his family, guests and/or tenants. The use and occupancy of a Live-Aboard as a private residence under this Section shall be permissive and not mandatory. Nothing herein contained shall prohibit an Owner from occupying or using a Live-Aboard Slip or permitting the same or any part thereof to be occupied or used for the purpose of berthing a boat or vessel other than a Live-Aboard, provided such boat or vessel shall first have been approved by the Marina Control Committee in accordance with Article XI hereof and provided further that the use and occupancy of such approved boat or vessel (not a Live-Aboard) as a private residence shall be prohibited. Such approved boat or vessel may be subject to limited use for overnight occupancy as set forth in Section 1 of this Article.

Section 3. Prohibition of Commercial Activities. In order to preserve the character of the Property, no business, trade or profession of any type whatsoever may be conducted, or allowed or authorized in any way to be conducted, directly or indirectly, in, on or about any Slip, the Common Area or Common Facilities, without the prior written consent of the Association. The Association shall possess the additional authority to promulgate rules and regulations governing the manner, method and to what degree any such use may be permitted, and further, shall have the power to revoke granting of such permitted use when, in the Association's sole discretion, the use in question has become excessive and/or violates the character of the Property. Notwithstanding this provision, however, Declarant, his successors and assigns, shall have authority to use the Property for such display and sales offices, construction trailers and equipment as shall be necessary for the proper marketing of the Property during the construction and sale period.

Section 4. Use of the Common Area shall be in accordance with the terms of this Declaration and the rules and regulations as may be prescribed and

established by the Association, from time to time. There shall be no destruction of the Common Area by an Owner. Except for the right of ingress and egress, to and from their respective Slips, the Owners of the Slips are hereby prohibited and restricted from using any of the wharfs or finger-wharfs, except as herein provided or as allowed by the Association's Board of Directors. It is expressly covenanted and agreed that this paragraph is established for the mutual benefit of all Owners of Slips in the Property and is necessary for the protection of the Owners. All boats shall be moored within slips and no part of any boat, when so moored, shall be allowed to extend into the Common Area Channel or over any wharf or finger-wharf. Temporary mooring along side any wharf or across any slip is expressly prohibited unless a qualified operator remains at the controls of the boat. No boat repairs shall be permitted on any part of the Common Area including, but not limited to, the wharfs or finger-wharfs. All boats in the Common Area shall be operated in such manner as not to damage any of the Common Area or Common Facilities or the property or person or any other Owner. The attachment of hoists, lifts, davits, lockers, cabinets or other structures to any of the wharfs or finger-wharfs is prohibited. No storage or maintenance facilities of any kind, shall be allowed or maintained overnight upon any portion of the wharfs or finger-wharfs and any storage or maintenance facility, and supplies, temporarily allowed or maintained thereon shall not interfere with the use of said wharfs and finger-wharfs by any other Owner, their guests or invitees. No mobile home, trailer, camper, boat, or truck, or similar equipment, shall be parked or stored permanently or semi-permanently on any Limited Common Element, private street, right-of-way or driveway appurtenant to the Property. Neither shall any Limited Common Area, private street, right-of-way, or driveway which provides ingress and egress to the Property, be used for storage or repair of campers, unused or inoperable vehicles, boats and/or trailers or any other item which the Association, in its sole discretion, deems improper and inappropriate.

Section 5. Alteration of the Common Area. The Association shall have the right to make or cause to be made such alterations or improvements to the Common Area the conducting or construction of which alterations or improvements do not block the Owner's access to and from his Slip or to the Common Area unless such Owner has been given notice of such alterations or improvements before his Slip is blocked from the Common Area, and provided,

further, that the blocking shall be limited to the time reasonably required to effect and complete such alterations or improvements. The cost of alterations or improvements shall be assessed as common expense. However, when any alterations and improvements are, in the sole opinion and discretion of the Association, exclusively or substantially exclusively for the benefit of particular Owners or Owner of Slips or a Slip requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the Owner or Owners of a Slip or Slips exclusively or substantially exclusively benefited thereby, the assessment to be levied in such proportion as may be determined by the Association.

Section 6. No sign, advertisement, billboard or advertising structure or any kind shall be displayed, placed or permitted to remain on the Property, without the prior written consent of the Association; provided, however, Declarant, its agents and assigns, may erect and maintain such signs and other advertising devices or structures as it may deem necessary or proper in connection with the conduct of its operation for the development, improvement, and sale of the Property. The Marina Control Committee shall establish rules and regulations concerning the approval or design and location of identifying signs, if any, for each Slip within the Property. The Association, acting by and through its Board of Directors, shall have the right to remove any sign, advertisement or billboard or structure which is displayed or placed in public view on any portion of the Property, including the boats berthed within the Property, in violation of this Section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 7. No nuisances shall be allowed, in, on or about the Property, nor shall any use or practice be allowed which is a reasonable source of a nuisance to any Owner or which interferes with the peaceful and proper use of the Property, both the Slips and the Common Area and Facilities, by any Owner. No noxious or offensive trade or activity shall be conducted, whether for profit or not, within any Slip.

Section 8. No Owner shall use or permit the use of his boat or any other portion of the Property to raise, breed or keep any animals, reptiles, fowl of any kind, or any livestock or poultry; provided, however, that on Live-Aboards only (a) dogs, domestic cats, and other usual household pets may be kept by an Owner if the purpose thereof is not commercial and their

presents does not constitute a nuisance to other Owners, and (b) no Owner shall keep any pet which the Association, in its sole discretion, considers to be dangerous to or destructive to the quiet enjoyment of any portion of the Property by, other Owners, their families or guests, and (c) the number of domestic pets shall not exceed two (2). All pets which may be kept in compliance with this Section shall, at all times, be kept either within the confines of the Owner's Live-Aboard or, if beyond such confines and still within the Property, on a leash or in a cage.

Section 9. Fishing or crabbing from wharfs or finger-wharfs is expressly prohibited. However, fishing or crabbing for personal consumption or sport by an Owner, family member, guests and tenants, shall be permitted only from the Owner's boat moored within a Slip.

Section 10. No Owner shall use or discharge or permit the use or discharge from his boat or elsewhere on the Property any pistol, rifle, shotgun or any other fire arm, any bow and arrow, or any other device capable of killing or injuring.

Section 11. No Owner shall build or permit to be built any open fire in, on or about a Slip or elsewhere on the Property; provided, however, that this Section shall not be construed as precluding (a) the Owner of a Live-Aboard the use of an interior fireplace, if any, within his Live-Aboard or (b) the Owner of a Live-Aboard or other approved boat or vessel the use of small and safe outdoor cooking facilities such as charcoal grills, but only within or on such Live-Aboard, or other approved boat or vessel.

Section 12. No oil drilling or development operations, of any kind shall be permitted in, on or about the Property.

Section 13. All the Property shall be kept at all times in a sanitary, healthful and attractive condition. All rubbish, trash and garbage shall be kept in containers within the areas provided and designated by the Association for collection purposes. The cleaning of fish or crab in, on or about the Property, except within the enclosed cabin or galley of a boat or vessel, shall be expressly prohibited. No rubbish, trash or garbage shall be thrown or allowed to remain on any portion of the Common Area. The discharge of human wastes and effluent into or onto any portion of the Common Area shall be expressly prohibited. In the event that any Owner shall permit the accumulation of garbage, trash or rubbish of any kind in, on or about his boat or any other portion of the Property, the Association, or its agents,

may without liability to the Owner or occupant, in trespass or otherwise, enter upon the boat, within the Slip and cause to be removed, such garbage, trash or rubbish or do any other thing necessary to secure compliance with these Restrictions, so as to place the Slip and the boat in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Slip for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of a Slip to pay such statement immediately upon receipt thereof. To secure the payment of these charges in the event of non-payment by the Owner, a vendor's lien is herein and hereby retained against the above described property in favor of the Association but inferior to purchase money liens or mortgages. Such Vendor's Lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by the Declarant or not.

Section 14. No electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any Slip or within the boat occupying same except as shall have been initially approved by the Marina Control Committee as provided in Article XI, Section 2 or subsequently approved in writing by the Marina Control Committee.

Section 15. During reasonable hours and after reasonable notice, the Association, acting by and through its duly authorized officers, agent or agents, shall have the right to enter upon and inspect the Property or any portion thereof, including the Slips and the boats occupying same, for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reasons thereof. Whenever it is necessary to enter onto the Property for the purpose of performing any maintenance, alteration or repair to any portion of the Common Area, the Owner of each Slip shall permit the Association's duly authorized agent or agents to enter the Slip, for such purpose, provided such entry shall be made at reasonable times and with reasonable notice. For purposes of this provision reasonable hours and/or reasonable times shall be defined as any time between the hours of 8:00 o'clock a.m. and 6:00 o'clock p.m. on any day of the week. Likewise, reasonable notice, for purposes of this provision, shall be defined as written notice delivered at the last known address of the Owner and/or Occupant of such Slip according to the records of the Association by personal delivery or by mail, not less than three (3) days prior to the time such entrance for inspection or performance

is desired. Delivery by mail shall be deemed effective on the second day following the date of delivery of such written notice to a U.S. Post Office Mail Receptacle, postage prepaid, addressed to the Owner and/or Occupant as herein provided. Notwithstanding the notice provisions of this Section, the Association, acting by and through its duly authorized officers, the Marina Control Committee or their respective duly authorized agent or agents shall have the right to enter upon the Property or any portion thereof, including any Slip, and the boat occupying same, when, in the opinion of the Board of Directors of the Association or the Marina Control Committee, a situation or occurrence exists which creates an emergency constituting a safety or health hazard to Owners and/or Occupants of other Slips or threatens injury or damage to the Common Area or other Slips and the boats or vessels occupying same.

Section 16. No sewage treatment system nor water wells shall be permitted in, on or about any Slip. Each Owner of a Live-Aboard shall see to the proper collection of sewage within the holding facilities and equipment of his Live-Aboard. The abuse of the approved holding capacity and specifications of any Owner's boat is expressly prohibited.

Section 17. The exterior of each boat shall at all times be kept and maintained in good condition, well-found and seaworthy. If, in the opinion of the Association, the exterior of a boat or vessel is allowed to deteriorate or otherwise reach a state of disrepair so that same has become, in the judgment of the Association, unseaworthy, unsightly or otherwise a detriment to the Property, the Association may give written notice to such Owner specifying the nature of the deterioration or disrepair. If, within thirty (30) days after the giving of such notice, the Owner has not remedied the situation to the complete satisfaction of the Association, the Association, shall thereafter be entitled (but shall not be obligated) without further notice to or consent from such Owner proceed to have such repair or maintenance work done for the account of and payment by the Owner, and the Owner shall pay upon demand the Association's cost, together with interest at the rate of 10% per annum until such payment is made, and reasonable attorney's fees if referred to any attorney of collection. To secure the payment of such charges in the event of non-payment by the Owner, a vendor's lien is herein and hereby retained against the Slip but inferior to purchase money liens or mortgages. Such vendor's lien shall be applicable

and effective whether mentioned specifically in each deed and conveyance by Declarant or not.

Section 18. Nothing shall be done or kept in, on or about any Slip or any boat or within the Property which will increase the rate of insurance on the Common Area, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in, on or about the Common Area which will result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law. No immoral, improper, offensive or unlawful use shall be made of any Slip, including Owner's property located therein, or of the Common Area or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Property shall be observed.

Section 19. Notwithstanding the foregoing provisions of this Article VI, Declarant and its permittees shall have the exclusive right to erect, place, maintain in, on or about the respective Slips and the Property such facilities (including but not limited to, offices, storage areas, flags and signs) as in Declarant's sole discretion may be necessary or convenient to improve and/or sell Slips in the Property.

Section 20. An Owner may lease his Non/Live-Aboard Slip for use to berth a Non/Live-Aboard boat or an Owner may lease his Live-Aboard Slip for use to berth a Live-Aboard and/or his Live-Aboard for occupation as a residence or an Owner may lease his Live-Aboard Slip for use to berth a boat or vessel other than a Live-Aboard, provided that any such lease (a) is in writing, (b) is expressly subject to all the terms, provisions and conditions set forth herein and the Articles of Incorporation and By-Laws of the Association, as amended from time to time, (c) provides that failure of the Lessee to comply with the terms, provisions and conditions set forth herein or in the Articles of Incorporation or By-Laws of the Association, as amended from time to time, shall be a default under such lease and (d) a copy of the executed lease along with the names and addresses of the Lessees shall be filed with the Association for maintenance of their records at least ten (10) days prior to the effective commencement date of said lease. Any Live-Aboard or other boat to be berthed in a Slip pursuant to a written lease shall be subject to Marina Control Committee approval in accordance with this Declaration.

Section 21. Non-discrimination. No action shall at any time be taken by the Association which in any manner would discriminate against any Owner or Owners in favor of other Owners.

Article VII "Easements" is hereby amended to add a Section 4. Universal Easement, a Section 5. Public Easement and a Section 6. Utility Services as follows:

Section 4. Universal Easement. Each Slip and its Owner within the Properties is hereby declared to have an easement, and the same is hereby granted to Declarant, over all adjoining Slips and Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the wharfs or finger-wharfs, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. In the event a wharf or finger-wharf adjoining any Slip is partially or totally destroyed, and then repaired or rebuilt, the Owners of each slip agree that minor encroachments over adjoining Slips shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Slip being serviced and shall pass with each conveyance

Section 5. Public Easement. There is hereby reserved to Declarant, its successors and assigns, an easement for public ingress and egress over any pedestrian pathways. This easement shall not imply any right of public use of the Common Area or Common Facilities thereon owned or made available by the Association.

Section 6. Utility Services.

(a) Electrical Service. An electrical distribution system exists to provide Common Area and Common Facilities lighting for the Property. In addition there exists a separate electrical distribution system along, on and under Dock Eleven (11), which system was installed and exists in connection with service to THE WHARF AT CLEAR LAKE LIVE-ABOARD MARINA, which adjoins Dock Eleven (11), and which system is and shall be owned and maintained by THE WHARF AT CLEAR LAKE LIVE-ABOARD MARINA ASSOCIATION, INC., a Texas Non-Profit Corporation, except to the extent that the installation, ownership

and maintenance shall be required by and retained in the Electric Utility. The Owner of each Live-Aboard Slip shall, at his own cost, furnish, install, own and maintain (in accordance with the then current standards and specifications of the electric company) the connection apparatus for his Live-Aboard. For so long as service is maintained, the electric service to each Live-Aboard Slip shall be uniform in character and exclusively of the type known as single phase, 120/220 volt, three wire, 60 cycle, alternating current.

(b) Live-Aboard Telephone Service. Telephone service shall be available to each Live-Aboard Slip. Service between the telephone company's main lines and the Live-Aboard Slips shall be provided by way of telephone cables as required by the Telephone Utility. Such cable system shall be owned and maintained by the Association, except to the extent that the installation, ownership and maintenance shall be required by and retained in the Telephone Utility.

(c) Live-Aboard Water Service. Water service, fire protection and domestic, shall be provided to each Live-Aboard Slip by way of a water distribution system along, on and under Dock Eleven (11), connected by means of master meters to other mains, and which system (a) was installed and exists in connection with service to THE WHARF AT CLEAR LAKE LIVE-ABOARD MARINA, which adjoins Dock Eleven (11), and (b) is and shall be owned and maintained by THE WHARF AT CLEAR LAKE LIVE-ABOARD MARINA ASSOCIATION, INC., a Texas Non-Profit Corporation, except to the extent that the installation, ownership and maintenance shall be required by and retained in the Water Utility.

(d) Live-Aboard Sanitary Sewer Service. The Association shall provide, through Mutual Use Agreement, Reciprocal Use Agreement or otherwise, a sanitary sewer collection system for the Live-Aboards only which shall provide facilities for the proper disposition of wastes and effluent from the holding tanks and/or incinerators of the Live-Aboards occupying Dock Eleven (11).

Article X "General Provisions" is hereby amended such that Section 1 reads as follows:

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter

imposed by the provisions of this Declaration. All expenses of the Association or its authorized representative in connection with any such actions or proceedings shall be part of the Common Expenses. The Association or its authorized representatives shall be further empowered and authorized to correct and secure any matter in default and to do whatever may be necessary for such purposes and all expense in connection therewith shall be charged to and assessed against the defaulting Owner and shall be secured in the same manner as assessments for Common Expenses. The Owner or Owners of each Slip shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to constitute a waiver by insurance companies of rights of subrogation. Failure by the Association or by any Owner to enforce any restrictions, conditions, covenants, reservations, liens or charges herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Article X "General Provisions" is further amended to add Section 7. Consolidation and Merger.

Section 7. Consolidation and Merger. The Declarant, within five (5) years of the date of recordation of this Declaration with the consent of the Board of Directors of the Association may effect a merger or consolidation of the Association with another association as provided in the Articles of Incorporation and applicable Texas law. Thereafter any merger or consolidation shall have the assent of fifty-one percent (51%) of the aggregate of the votes of both classes of members. Upon a merger or consolidation of the Association with another association, its Properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such

merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Property.

The Declaration is further amended and supplemented by the addition of Article XI "Marina Control" and Article XII "Utility Bills, Garbage Collection, Taxes and Insurance", which shall read as follows:

ARTICLE XI

MARINA CONTROL

Section 1. Tenure. The "Marina Control Committee" shall mean and refer to a three (3) member committee to be appointed by the Board of Directors which Committee Members need not be Members of the Association, and their successors. The persons serving on the initial Marina Control Committee as appointed, or their successors, shall serve until such time as all Slips subject to the jurisdiction of the Association have been sold and conveyed to individual Owners and are occupied with Live-Aboards, where applicable, at which time the Marina Control Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association; provided, however, that, in the event the Marina Control Committee in the exercise of its sole discretion shall determine that the best interests of the Association and its membership shall be served by such action, the Marina Control Committee may earlier resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. In the event of the death or resignation of any person serving on the Marina Control Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). A majority of the Marina Control Committee may designate someone serving on the Committee to act for it. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article XI. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee.

Section 2. Approvals of Slip Usage. No Live-Aboard, or other boat shall be placed or maintained within a Slip or upon the Properties unless and until the complete specifications of the vessel, including, but not limited to,

make, model, length, width, Coast Guard Documentation or Texas Registration Number, equipment and facilities, including a confirmation of the nature of auxiliary power, together with a current photograph of the vessel, shall have been submitted to and approved in writing by the Marina Control Committee as being in compliance with this Declaration and as to harmony with prescribed rules and regulations. In the event the Marina Control Committee fails to approve or disapprove the vessel and specifications within thirty (30) working days after they have been submitted to it, approval thereof will not be required and the provisions of this Section 2 will be deemed to have been fully complied with; and without limitation of the powers herein granted, the Marina Control Committee shall have the right to specify a limited number of acceptable specifications that may be used in the establishment of minimum requirements for rules and regulations for the Properties. The Marina Control Committee shall have full power and authority to reject any vessel which specifications do not comply with the restrictions herein imposed or meet its minimum specification requirements or equipment and facility requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Property.

Section 3. No Liability. Neither Declarant, the Association, Board of Directors or the Marina Control Committee or the members thereof shall be liable in damages to anyone submitting specifications to them for approval, or to any Owner affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such vessel and/or specifications. Every person who submits specifications to the Marina Control Committee for approval agrees, by submission of such specifications, that he will not bring any action or suit against Declarant, the Association, Board of Directors, the Marina Control Committee, or any of the members thereof to recover any such damage.

Section 4. Rules and Regulations. The Marina Control Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

Section 5. Variances. Where circumstances require, the Marina Control Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the specifications provided for in this Declaration and under the jurisdiction of such committee

pursuant to this Article XI, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the development of the Property.

ARTICLE XII

UTILITY BILLS, GARBAGE COLLECTION, TAXES AND INSURANCE

Section 1. Obligation of the Owners. Owners utility bills, taxes and insurance shall be governed by the following:

(a) Each Owner shall directly pay at his own cost and expense for all electricity, telephone service, and other utilities, if any, separately provided and used or consumed by him at his Slip. The cost and expense of certain utility service to the Live-Aboard Slips may include, but not be limited to, fees and charges for utility services provided by the Association by contract or lease with utility companies or adjoining project or property owners, which costs and expenses shall be prorated by the Association between the Slips serviced by such utilities unless such utility shall be submetered, in which instance the Association shall assess the metered utility costs to the using Slip. Such prorated costs and expenses shall be paid by the Owners of Live-Aboard Slips to the Association, whose responsibility it shall be to collect and remit such charges and expenses to the adjoining project or property owners in accordance with the contract of lease.

(b) Each Owner shall directly render for taxation his own Slip and his boat and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Slip and his personal property thereon or therein.

(c) Each Owner shall be responsible at his own cost and expense for his own property insurance on the boat and contents thereof, including decorations, furnishings, and personal property therein; and also for his personal liability not covered by liability insurance of all Owners which may be obtained by the Association as part of the common expense in connection with the Common Area.

Section 2. Obligation of the Association. The Association shall have the following responsibilities regarding utility bills, taxes and insurance:

(a) The Association shall pay as a common expense of all Owners, for all water, electricity and other utilities used in connection with the enjoyment and operation of all the Common Area and the Common Facilities, or any part thereof, for the benefit of all Owners.

(b) The Association shall render for taxation and, as part of the common expense of all Owners, shall pay all taxes levied or assessed against or upon the Common Area and the improvements and the property appertaining thereto.

(c) The Association shall have the authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities, (if any) in the Common Area and the contents thereof and the Association against the risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with the Common Area.

(d) The Association shall have the right to contract for exclusive utility services and garbage and trash collection for the Properties.

(e) All costs, charges and premiums for all utility bills, garbage collection, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the maintenance fund as a common expense of all Owners and shall be a part of the maintenance assessment.

IN WITNESS WHEREOF, each of the undersigned has hereunto set its hand and seal
this 15th day of OCTOBER, A.D., 1982.

LANDMARK DEVELOPERS, INC.

BY: Lawrence C. Smith - President

THE WHARF AT CLEAR LAKE SLIP MAINTENANCE
ASSOCIATION, INC.

BY: Eddie L. Huggins - President

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared
Lawrence C. Smith, ^{Vice} President, known to me to be the
person and officer whose name is subscribed to the foregoing instrument and
acknowledged to me that the same was the act of the said LANDMARK DEVELOPERS, INC., a
corporation, and that he executed the same as the act of such corporation for the
purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of OCT, 1982.

Arthur Gonzales III
Notary Public - State of Texas.

ARTHUR GONZALES III
Notary Public, State of Texas
My Commission Expires 21 May 1985

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared
Eddie L. Huggins, ^{Vice} President, known to me to be the
person and officer whose name is subscribed to the foregoing instrument and
acknowledged to me that the same was the act of the said THE WHARF AT CLEAR LAKE SLIP
MAINTENANCE ASSOCIATION, INC., a corporation, and that he executed the same as the act
of such corporation for the purposes and consideration therein expressed, and in the
capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of October, 1982.

Delaine Jeffords
Notary Public - State of Texas.

Notary Public - State of Texas
My Commission Expires 4-11-86
DALENE JEFFORDS

CONTINENTAL SAVINGS ASSOCIATION, the owner and holder of certain liens on the properties which are the subject of this Amendment to Declaration of Covenants, Conditions and Restrictions The Wharf at Clear Lake (Marina Area), in accordance with the provisions of the original Declaration as defined herein, specifically Article X, General Provisions, Section 3, Amendment, has hereunto caused its name to be signed and its seal to be affixed, and the same to be done and attested by the signature of its duly authorized officers for the purpose of consenting to, ratifying, confirming and adopting this Amendment to Declaration of Covenants, Conditions and Restrictions and for the purpose of subordinating their liens to the same.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 12th day of November, A.D., 1982.

ATTEST:

LIENHOLDER:

CONTINENTAL SAVINGS ASSOCIATION

Jeanette Chiebek
Jeanette Chiebek, Assistant Secretary

BY: Norman D. O'Neal
Norman D. O'Neal Vice President

THE STATE OF TEXAS |

COUNTY OF ~~HARRIS~~ |
BRAZORIA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Norman D. O'Neal Vice President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CONTINENTAL SAVINGS ASSOCIATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of November, A.D., 1982.

Mary K. McLaughlin
Notary Public - State of Texas

Return to:
H. Wayne White
858 W. 43rd
Houston, Texas 77018

MARY K. MCLAUGHLIN
NOTARY PUBLIC, TEXAS
COMMISSION EXPIRES 7-2-85

002-32-1123

FILED FOR RECORD

JUN 15 10 47 AM '83

Page 2 of 2

STATE OF TEXAS

COUNTY OF BIRMINGHAM

I hereby certify that this instrument was filed on the
date and hour stamped herein by me and was duly recorded
in the Official Public Records of that Property of Alabama
County, Texas, on

JUN 15 1983



Mary Jane Blanton
COUNTY CLERK, BIRMINGHAM COUNTY, TEXAS