

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

7779

SUBDIVISION RESTRICTIONS
 OF
 CIRCLE "D" COUNTRY ACRES, SECTION NINE

WHEREAS, CAPITOL COMMERCE REPORTER, INC. ("CAPITOL") a Texas Corporation, is the owner of all that certain 102.139 acre tract of land out of and being a part of the BASTROP TOWN TRACT in Bastrop County, Texas, a subdivision designated as CIRCLE "D" COUNTRY ACRES, SECTION NINE, according to the map or plat of record in the office of the County Clerk of Bastrop County, Texas; and

WHEREAS, CAPITOL desires the development of its property to be for the mutual benefit and pleasure of the present and future property owners in such subdivision and to protect the property values therein by imposing upon and against all of said lots therein the restrictions and other provisions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that CAPITOL COMMERCE REPORTER, INC. does hereby make, adopt and establish the restrictions and other provisions (including without limitation restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions and stipulations) hereinafter set forth as applicable to the parcels in CIRCLE "D" COUNTRY ACRES, SECTION NINE, a subdivision in Bastrop County, Texas, according to the map or plat of record in the office of the County Clerk of Bastrop County, Texas. Said map or plat has been duly authenticated with proper certificates dedicating only the use of the streets shown thereon, except those designated as private, if any, by the letters "Pvt.", to the public for ordinary roadway purposes, subject to the reservations, restrictions and other provisions herein contained to the same extent as though copied at length in said dedication certificate, and said map or plat is subject only to such minor changes as, in the judgment of CAPITOL, are necessitated by the efficient installation of improvements.

DEFINITIONS

As used in this document the following terms shall have the following definitions:

- 1) "CAPITOL" shall mean CAPITOL COMMERCE REPORTER, INC., its successors and assigns.
- 2) "SUBDIVISION" shall mean CIRCLE "D" COUNTRY ACRES, SECTION NINE.
- 3) "OWNER" shall include any present or subsequent record owner of any parcel in the SUBDIVISION or any part thereof or any interest therein, the purchaser of any such parcel or part thereof or any interest therein under a contract of sale and any lessee occupying any parcel or any part thereof.
- 4) "RECORDING DATE" shall mean the date upon which this document is filed of record with the County Clerk of Bastrop County, Texas.

5) "PARCEL" shall mean the 32 plots of land in the SUBDIVISION as shown on the plat filed of record with the County Clerk of Bastrop County, Texas, as of the RECORDING DATE, and in addition, any part of any of those ___ plots that is, by whatever means, conveyed, transferred, or leased by an OWNER thereof.

6) The "COMMITTEE" shall mean the Architectural Control Committee, its successors and assigns.

7) The "CIVIC ASSOCIATION" shall mean the Circle "D" Civic Association, its successors and assigns.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling and sale of CIRCLE "D" COUNTRY ACRES, SECTION NINE, as a district set aside for country residential homes and certain other uses accessory thereto, the following restrictions, including without limitation restrictions, covenants, declaration, easements, limitations, charges, agreements, and conditions (hereafter collectively called the "RESTRICTIONS"), are hereby established and adopted to apply uniformly to the use, occupancy and conveyance of all the parcels in CIRCLE "D" COUNTRY ACRES, SECTION NINE. Every contract, deed or other instrument of conveyance which may be hereafter executed with regard to any of the property in the SUBDIVISION shall be conclusively deemed to have been executed, delivered and accepted subject to the following RESTRICTIONS, even if the RESTRICTIONS are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of any interest in any such parcel.

BUILDING AND CONSTRUCTION RESTRICTIONS

A. The following restrictions apply to all parcels within the SUBDIVISION:

- (1) No residence shall be constructed on any parcel that has an underroof living area of less than 1000 square feet, excluding porches, garages, patios and the like.
- (2) Drainage structures where required under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of 18-inch diameter pipe culvert, or such larger diameter as the COMMITTEE shall require.
- (3) No building material of any kind or character shall be placed or stored upon any parcel greater than thirty (30) days before construction of a building or improvements are commenced, and then such materials shall be placed within the building lines as established above. At the completion of such building or improvements, such material must be immediately removed from the premises.
- (4) No stumps, trees, underbrush or any refuse of any kind or scrap material from improvements being erected on any parcel shall be placed on any other parcel, or on streets or easements.

- (5) Exposed openings resulting from any excavation made on any parcel shall be backfilled and the disturbed ground shall be leveled. No change of elevation of any parcel greater than five (5) feet shall be made without the approval of the COMMITTEE.
- (6) With the written consent of the COMMITTEE, trailers, tents or structures of a temporary character, may be placed, erected or used on any parcel as a temporary residence. The COMMITTEE may limit the time that these temporary residences may remain upon any parcel in the SUBDIVISION.
- (7) No residential dwelling shall be built without a State of Texas approved home treatment plant or other sewer disposal system that is so approved.
- (8) Underground electric service may be available to parcels in the SUBDIVISION. If such service is made available to a parcel and an OWNER of such parcel desires to use such service, such OWNER 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 on such OWNER'S structure to the point of attachment at the electric company's energized secondary junction boxes, said point of attachment to be made available by the electric company at a point designated by the electric company at the property line of each parcel. The electric company furnishing service shall make the necessary electrical connections at said point of attachment and at the meter. In addition, such OWNER 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 parcel. For so long as underground service is maintained, the electric service to each parcel shall be uniform and exclusively of the type known as single phase, 120/240 volt 3 wire, 60 cycle alternating current.

B. The following restrictions apply to all parcels with the exception of Lot 30, as platted as of the RECORDING DATE:

- (1) Each parcel shall be used only for noncommercial residential and recreational purposes. Only single family residential dwellings and appurtenances ordinary to rural residential living shall be permitted. To this end, without limitation, the following structures may not be built on any parcel in the SUBDIVISION: hospitals, clinics, rest homes, duplex houses, apartment houses, garage apartments, hotels or any retail, wholesale or other business or commercial establishment of any kind.
- (2) No building or structure, except fences, shall be located on any parcel nearer to the front property line than seventy-five (75) feet, or nearer to either side property line than twenty (20) feet, or nearer to the back property line than twenty (20) feet. Parcels that abut on two streets shall be deemed to front on the side abutting a street with the most frontage. Residential dwellings shall face the front side of the parcel.
- (3) Only one single family dwelling, and appurtenances thereto such as garages, sheds, barns, and the like, may be placed or constructed on each of the 32 parcels, as platted as of the RECORDING DATE; however, anytime after two (2) years subsequent to the RECORDING DATE any parcel may be resubdivided into smaller parcels, upon the condition that each resulting parcel be no smaller than one (1)

acre, and that the OWNER who so resubdivides shall provide each resulting parcel, at his own expense, both access to a county-standard road (such access itself constructed to county standards) and water lines built to at least such standards as are required for construction in the SUBDIVISION at date hereof. Only a single family dwelling and appurtenances thereto may be placed or constructed on any resubdivided parcel.

C. The following restrictions apply only to Lot 30, as platted as of the RECORDING DATE:

- (1) No building or structure, except fences, shall be located nearer to any property line than twenty-five (25) feet.
- (2) Two (2) buildings may be placed or constructed on Lot 30, provided that one is a single family residence and the other a retail commercial establishment; appurtenances to each, such as garages, sheds and the like, may also be erected.

GENERAL RESTRICTIONS

- (1) No noxious or offensive trade or activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No commercial activity of any kind shall be conducted on any parcel in the SUBDIVISION; "commercial activity" shall include without limitation the offering for sale of any product or service or the manufacture or growth of any product, for purposes of sale, without regard to whether such activities are conducted in or from residential dwellings or otherwise.
- (2) No alcoholic beverages shall ever be sold or offered for sale in any parcel, nor shall any parcel be used for illegal or immoral purposes.
- (3) No animals, livestock, or poultry of any kind shall be raised, kept or bred on any lot for any commercial purpose. Such animals may be kept as pets or for personal use or consumption. The CIVIC ASSOCIATION may establish maximum limits as to number of any type of animal that may be kept on each parcel. All parcels on which animals are kept must be adequately fenced so as to keep said animals confined to that parcel.
- (4) No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any parcel without the consent in writing of the COMMITTEE. CAPITOL or members of the COMMITTEE shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any parcel without such consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal.
- (5) No one shall conduct oil or gas drilling or development operations, oil or gas refining, or quarrying or mining operation of any kind upon or in any parcel, nor shall anyone create or operate oil wells, tanks, tunnels, mineral excavations or shafts upon or in any parcel.
- (6) No part of the SUBDIVISION shall be used or maintained as dumping grounds for rubbish. Trash, garbage or other waste materials shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

- (7) OWNERS shall not permit the accumulation of trash, rubbish or other unsightly obstacles on their parcels or on the easements, or on the alley or the streets abutting the same. OWNERS shall keep drainage easements free of obstructions that would hinder proper drainage.
- (8) After commencement of construction of any structure or improvement, the work thereon shall be diligently prosecuted, to the end that the structure or improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.
- (9) All fencing shall only be of such size, design, material and color as is specifically approved by the COMMITTEE. No barbed wire fence within one hundred (100) feet of any street or road dedicated to public use shall be permitted.
- (10) Standardized street signs as adopted by the COMMITTEE shall, as a condition to the approval of streets and roadways, be installed at the sole cost of the OWNER, lessee or occupant of any portion of the SUBDIVISION upon which such streets, alleys or roadways are to be located.
- (11) No trees now or hereafter located in the SUBDIVISION shall be removed, cut down or in any way damaged or destroyed without the prior written approval of the COMMITTEE.
- (12) Representatives of CAPITOL, the CIVIC ASSOCIATION or the COMMITTEE may from time to time at any reasonable hour, enter and inspect any part of the SUBDIVISION to ascertain compliance with this document.
- (13) Lot 30 is exempted from provisions (1) and (2) above. A retail sales business may be conducted on Lot 30, but no industrial, manufacturing, warehousing, machine-shop, auto-salvage or equipment and materials storage activity shall be permitted thereon. On-premises consumption of alcoholic beverages shall not be permitted in such retail establishment, except that beer and wine may be so consumed only as an adjunct to a restaurant.

CIRCLE "D" CIVIC ASSOCIATION

The CIRCLE "D" CIVIC ASSOCIATION, a Texas Nonprofit Corporation, has been incorporated with its initial registered office in Houston, Harris County, Texas, and with its principal office located at P.O. Box 217, Seabrook, TX 77586. As used hereinafter, "CIVIC ASSOCIATION" shall mean the CIRCLE "D" CIVIC ASSOCIATION, its successors and assigns, and where appropriate the Board of Directors thereof. The CIVIC ASSOCIATION shall have the powers and functions provided by applicable law, its Articles of Incorporation, its Bylaws, as heretofore or hereafter amended, respectively, and such other powers as set forth herein, including without limitation, at its option, the right to maintain streets, lakes, utilities, recreational areas; to provide for garbage pickup (at a cost to the individual property owner if the Maintenance Fund is insufficient for this purpose), hire police protection, furnish power or gas for street lighting, maintain esplanades, and other common areas; and to establish rules, and regulations for the use of lakes, streets and other subdivision facilities, including but not limited to clubhouses, lakes, swimming pools and parks specifically erected and installed and designated to be con-

trolled by the CIVIC ASSOCIATION. The CIVIC ASSOCIATION shall administer the Maintenance Fund hereinafter mentioned as provided within the RESTRICTIONS.

The membership of the Board of Directors shall be determined by majority vote of the land owners of record in all sections of CIRCLE "D" COUNTRY ACRES that are subject to a required maintenance charge payable to CIRCLE "D" CIVIC ASSOCIATION. The voting shall be conducted according to rules established by the Bylaws of CIRCLE "D" CIVIC ASSOCIATION.

ARCHITECTURAL CONTROL

An Architectural Control Committee ("COMMITTEE") has been appointed by the CIRCLE "D" CIVIC ASSOCIATION.

No improvement of any kind shall be erected, placed or altered in the exterior design after being erected or placed on or attached to any parcel in the SUBDIVISION until the construction plans, landscaping plans or other plans, specifications and a plot plan showing the location and size of such improvement has been submitted to the COMMITTEE, or its designated representative, and has been approved in writing by the COMMITTEE or its designated representative as to the harmony of external design with the existing structures on parcels in the SUBDIVISION, as to type of exterior materials and exterior paint colors, as to quality of workmanship and materials, and as to location with respect to topography and finished ground elevations, compliance with all applicable provisions of this document, and general compatibility within the SUBDIVISION. "Improvement" as used herein shall be held to include, but not limited to, buildings, fences, porches, decks, house trailers, walls, swimming pools, water wells, playground equipment, outdoor cooking or eating facilities of a permanent nature, barns, silos, cages, sheds, streets, alleys, excavation and other earth movement. The COMMITTEE may require a reasonable fee for performing the functions herein prescribed and may disapprove plans, specifications, designs and plot plans for failure to pay such fee. Such fees shall be used by the COMMITTEE to discharge actual expenses incurred by the COMMITTEE and any excess shall be paid into the Maintenance Fund established herein. After approval in writing has been given, the erecting, placing or altering of the improvements on any parcel shall be made only in accordance with the approved plans, specifications and plot plans, unless variations or changes are also approved in the same manner.

In the event the Architectural Control Committee and any designated representative fail to approve or disapprove the plans, specifications, designs, or locations within thirty (30) days after they have been submitted to the COMMITTEE, or in the event the persons seeking approval cannot locate any members of such COMMITTEE or any designated representative after making a bona fide effort to do so, and shall file an affidavit reciting such facts in the Deed Records of Bastrop County, Texas, such approval shall not be required.

The Architectural Control Committee, in its discretion, may exercise the limited right to approve minor deviations in building area, locations, facing of dwellings and setback in instances where, in its opinion, such deviation will result in a more commonly beneficial use. Such approval shall be filed in the Deed Records of Bastrop County, Texas, and when so given and filed, shall be deemed to become a part of these RESTRICTIONS.

Neither CAPITOL, the members of the Architectural Control Committee or its representative, their successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any OWNER or lessee of any parcel 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 any plans submitted. Every person who submits plans to the COMMITTEE for approval agrees, by submission of such plans, and every OWNER or lessee of any parcel within the Property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against CAPITOL, the members of the Architectural Control Committee, or its representative, to recover any such damages.

At the option of a majority of the COMMITTEE, all of the powers, rights, duties, and responsibilities of said COMMITTEE may be transferred to the CIVIC ASSOCIATION; in such event the CIVIC ASSOCIATION shall appoint a representative or representatives to perform all functions of the COMMITTEE. Said representative or representatives shall be the successor to the COMMITTEE.

MAINTENANCE CHARGE

Each parcel in CIRCLE "D" COUNTRY ACRES, SECTION NINE, is hereby subjected to an annual maintenance charge of FIFTY AND NO/100 (\$50.00) DOLLARS per year, payable annually in advance by the OWNER of each parcel on the first day of January of each and every year, beginning January 1, 1981, and each succeeding year thereafter until terminated as provided below, to the CIRCLE "D" CIVIC ASSOCIATION, its successors and assigns, for the purpose of creating a fund described below, known as the "MAINTENANCE FUND." Where a parcel is subject to a contract for sale, the maintenance charge shall be paid by the Purchaser thereunder. The maintenance charge shall be prorated between purchasers and sellers of parcels in the proportion that the remaining months of the calendar year bear to the whole year. Any transfer of a parcel without payment of the maintenance charge then due shall be subject to a lien for such amount plus an additional delinquency charge of ten (10%) per cent per annum added to any charges that are more than ten (10) days delinquent.

The CIVIC ASSOCIATION may increase or reduce the maintenance charge from time to time by action applying uniformly to all parcels in the SUBDIVISION. The CIVIC ASSOCIATION may also from time to time reduce the maintenance charges payable by owners of two or more parcels by action applying uniformly to all owners of two or more parcels.

To secure the payment of the maintenance charge on each parcel, a vendor's lien is hereby retained on each parcel in favor of CIRCLE "D" CIVIC ASSOCIATION and it shall be the same as if a vendor's lien was retained in favor of CAPITOL and assigned to CIRCLE "D" CIVIC ASSOCIATION without recourse in any manner on CAPITOL for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law, provided, however, that each such lien shall be secondary and inferior to all liens, present and future, given, granted and created by or at the instance and request of the OWNER of any parcel to secure the payment of moneys advanced or to be advanced on account of the purchase price or the improvement of any parcel or both, and further provided that as a condition precedent to any proceeding to enforce such lien upon which there is an outstanding valid and subsisting first mortgage lien, the CIVIC ASSOCIATION or its successor or assign shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action by mailing to the nearest convenient office of such first mortgage holder by prepaid United States Mail a statement of the delinquent maintenance charges upon which proposed action is based.

The maintenance charge shall be paid for each year from 1981 through 1991 and shall be extended automatically for periods of ten (10) years unless after January 1, 1992 the OWNERS of record of a majority of the parcels in the SUBDIVISION vote to discontinue such charge by written instrument which shall be signed and acknowledged by the OWNERS of record of a majority of the parcels and recorded in the Deed Records of Bastrop County, Texas.

By acceptance of a contract of sale, deed or other instrument of conveyance, each OWNER agrees and consents to the maintenance charge and the lien as provided herein.

The maintenance charge may be commingled with payment of maintenance charges to the CIVIC ASSOCIATION from other subdivisions in the vicinity of the SUBDIVISION which are designated as numbered sections of CIRCLE "D" COUNTRY ACRES and which have been heretofore or are hereafter subdivided according to a map or plat filed in the Plat or Map Records of Bastrop County, Texas, and in which each parcel is subject to an annual maintenance charge that has been assigned to the CIVIC ASSOCIATION or which is required to be paid to the CIVIC ASSOCIATION and placed in the Maintenance Fund. The maintenance charge shall be used to pay "maintenance expenses," which shall include without limitation expenses incurred for any of the following purposes: lighting, constructing, improving and maintaining any rights of way, easements, streets, sidewalks, paths, fences, lakes, parkways, esplanades, and any structures, facilities or area which can be used by all OWNERS or which in the opinion of the CIVIC ASSOCIATION would benefit the SUBDIVISION or all sections of CIRCLE "D" COUNTRY ACRES as a whole; collecting and disposing of garbage, ashes, rubbish and the like in said areas (other than garbage, ashes, rubbish and the like from constructed residential dwellings), caring for vacant parcels, subsidizing bus or transportation service, employing watchmen or any other action deemed desirable to protect persons and property, payment of legal and all other

expenses in connection with the operation of the CIVIC ASSOCIATION, and the enforcement of all recorded charges, restrictions, covenants, agreements and conditions affecting property to which maintenance charges apply, payment of all expenses in connection with the collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the CIVIC ASSOCIATION to keep property neat and in good order or which it considers of general benefit to the SUBDIVISION or such other numbered sections of CIRCLE "D" COUNTRY ACRES. The act of the CIVIC ASSOCIATION and its expenditures of the MAINTENANCE FUND shall be final so long as it acts in good faith.

CAPITOL shall never be liable for payment of any maintenance charge.

MISCELLANEOUS PROVISIONS

1) The foregoing RESTRICTIONS are adopted as part of and shall apply to each and every parcel in CIRCLE "D" COUNTRY ACRES, SECTION NINE. Such RESTRICTIONS are equally for the benefit of CAPITOL, its successors and assigns, and for the benefit of all subsequent OWNERS of parcels in CIRCLE "D" COUNTRY ACRES, SECTION NINE, and accordingly, shall be covenants running with the land. Any OWNER or lienholder of any of the property and the CIVIC ASSOCIATION shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the RESTRICTIONS and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however, that this clause shall not restrict any governmental agency from acting to enforce any of the RESTRICTIONS.

2) The term of the RESTRICTIONS shall be for a period from the filing of this instrument for record in Bastrop County, Texas, until the 1st day of January, A.D. 1992, after which date such RESTRICTIONS shall be automatically extended for successive periods of ten (10) years each, unless and until, by instruments executed by the then record owners of a majority of the parcels in CIRCLE "D" COUNTRY ACRES, SECTION NINE, and duly recorded in the Deed Records of Bastrop County, Texas, such RESTRICTIONS are altered, rescinded, modified or changed, in whole or in part.

3) Nothing contained in this document nor any violation of any of the RESTRICTIONS shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against the SUBDIVISION or any portion thereof.

4) Any and all of the rights, powers and reservations of CAPITOL herein contained may be assigned to any person, corporation or association which will assume the duties pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such

duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by CAPITOL herein. The term "CAPITOL" as used in this document includes all such assignees and their heirs, successors and assigns.

5) Every person who now or hereafter owns or acquires any right, title, or interest in or to any property in the SUBDIVISION is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this declaration is contained in the instrument by which such person acquires an interest in the property.

6) Notwithstanding any provision in this document to the contrary, CAPITOL shall have the right to redivide any parcel as platted on the RECORDING DATE; provided, however, that no parcel after such redivision shall be smaller than one (1) acre. Such newly divided parcels may be used by their OWNERS and shall be treated as though they were platted as of the RECORDING DATE.

7) CAPITOL reserves the right to make minor deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out.

8) The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of or any part of the provisions of this document shall in no wise effect or impair the remaining provisions or parts thereof, which shall remain in full force and effect.

EXECUTED as of the 11 day of December-----, 1980.

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Bastrop County, Texas, as Stamped hereon by me on

DEC 8 4 1980



Lucille Grains

COUNTY CLERK
BASTROP COUNTY, TEXAS

FILED DEC 16 1980
3:35p.

CAPITOL COMMERCE REPORTER, INC.

BY: *E. D. Bohls*
E. D. BOHLS, President

THE STATE OF TEXAS
COUNTY OF TRAVIS

Lucille Grains

COUNTY CLERK
BASTROP COUNTY, TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared
E. D. BOHLS, President----- of CAPITOL COMMERCE REPORTER, INC.,
a corporation, known to me to be the person whose name is subscribed to the fore-
going instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated as the act and
deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11 day of December---, 1980.

NOTARY SEAL

Kimbrough Stephens
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY,
TEXAS Kimbrough Stephens