

Oct 30, 1973

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10-96-0133

DECLARATION FOR NEIGHBORHOOD DEVELOPMENT, SECTION EIGHT,
7.8468 ACRES, BISHOP FERRY SURVEY, AND JOHN HOUSE SURVEY
HARRIS COUNTY, TEXAS

Lee

2/2

STATE OF TEXAS }
COUNTY OF HARRIS }

WHEREAS, M.N.V. PROPERTIES, INC., a Texas Corporation,
is the owner of various tracts of land out of that certain 7.8468
acres more fully described as follows, to-wit:

Memorial Northwest, Section Eight (8), a subdivision
of 7.8468 acres of land in the John House Survey,
E-314 and The Bishop Ferry Survey, E-201 as shown
on the recorded plat and as recorded and filed for
recording under Harris County Clerk's File No. 473410.

WHEREAS, East End State Bank is the owner of valid and
subsisting liens upon and against portions of said 7.8468 and,

WHEREAS, said parties as owners of said land, with
the approval of said lienholders, desire to make possible a
neighborhood plan of development of said property:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That M.N.V. Properties, Inc., a Texas Corporation, having its
principal office in Harris County, Texas and said lienholder, who has
its principal office in Harris County, Texas, comprising all of the
owners and lienholders owning title or having liens against portions
of said 7.8468 acres, and desiring to create and carry out a uniform
plan for the improvement, development and sale of various portions
thereof for residential use, for the benefit of the

ALL RIGHTS RESERVED
THIS INSTRUMENT IS THE PROPERTY OF THE RECORDING OFFICE
AND SHALL NOT BE REPRODUCED

110-36-0134

existing and future owners of said property, do hereby adopt and establish the following reservations, restrictions, agreements, covenants and easements, to apply uniformly to the use, occupancy and conveyance of all portions of said 7.8468-acre tract, and each contract or deed which may be executed and delivered after the recording of this instrument shall conclusively be held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants and easements, regardless of whether or not the same are set out in full or by reference in said contract or deed, to-wit:

RESTRICTIONS

1. BUILDING SITE: No building site in said tract shall contain less than 0.3 acres of land nor shall any building site have a frontage less than 80 feet nor a depth of less than 100 feet; all corner lots shall be deemed to front upon the road or street of their smallest dimension. As used in this document the word "lot" shall mean building site created out of the 7.8468-acre tract.

2. LAND - USE AND BUILDING TYPE: No lot shall be used for any purpose except for single family residential purposes. The term "residential purposes," as used herein, excludes hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and commercial and professional uses, whether for homes, residences or otherwise, and all such uses of the lots are expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than three cars and permitted accessory structure. The Architectural Control Committee reserves the right to modify the restrictions regarding land use and building type where it deems such modifications will be granted in writing and when given will become a part of these restrictions.

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3. ARCHITECTURAL CONTROL: No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Each building shall have either a shingle, tile or built up roof. The construction of any other type of roof, including composition roof, shall not be permitted except with express written consent of the Architectural Control Committee. The Architectural Control Committee shall be composed of three members to be appointed by the owners above named. In the event of the death, disability or resignation of any member of the Committee, the owners above named shall have full authority to designate a successor or successors. A majority of the Committee may designate a representative to act for it. The members of the Committee and its representative shall not be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate ten (10) years after the date of this instrument, and the approval required by this paragraph shall not be required unless, prior to said date and effective thereon, the then record owners of a majority of the lots subject hereto shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or

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Disapproval within thirty (30) days after plans and specifications have been submitted to it. or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval of plans will not be required and the covenants related to plans shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve any deviation from the building area and location in instances where, in their judgments, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

4. DWELLING SIZE AND CONSTRUCTION: The livable area of each main residential structure, exclusive of open or screened porches, stoops, open terraces, garages, or detached servant quarters, shall not be less than 2,500 square feet.

5. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line, unless otherwise noted on the recorded plat, nor nearer than 5 feet to the rear lot line, nor nearer than 5 feet to any side lot line except that a detached garage shall be no nearer than 3 feet to any side lot line. No fence, wall, hedge, parol or other detached structures shall be erected, grown or maintained on any part of the lot forward of the front or side building line on any corner lot on said facing street.

6. LOT AREA AND WIDTH: Lots may be re-subdivided into building sites comprised of a part of one or more lots in the plat and the minimum lot area shall be as follows:

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garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. However, normal construction wastes may be accumulated on a lot during construction, provided such accumulation does not become unreasonable in the opinion of the Architectural Control Committee.

shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water courses, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

16. SEWAGE DISPOSAL AND WATER SUPPLY: No water well, cesspool or other individual sewage systems shall be constructed or used on any lot, but each lot must use the water and sewer services provided by Gulf Coast Waste Disposal Authority or through Harris County Water Control and Improvement District No. 114, or their successors.

17. CUTTING WEEDS AND DRAINAGE: Grass, vegetation and weeds on each lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete pipe and a minimum of 18 inches in diameter, unless the depth of the ditch shall require a larger size for proper drainage. In the event grass, vegetation and weeds are not cut so that the lot is not maintained in a neat and attractive appearance Memorial Northwest Maintenance Fund, shall notify the lot owner in writing of such fault

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placed upon any building site containing less than eight thousand (8000) square feet in area or having width of less than forty feet at the front building setback line shown on the recorded plat of said subdivision.

7. NUISANCES: No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done ~~which may be or become~~ may be or become an annoyance or nuisance to the neighbor.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage (except for living quarters contained therein for bona fide servants), barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Temporary or portable building or trailers for office purposes may be used during construction when approved by the Architectural Control Committee.

9. VEHICLE PARKING IN DRIVEWAYS AND STREETS: No boat(s) or any type, trailer(s) of any type, camper(s) and/or mobile home(s) of any character may be permanently parked or stored on any lot or street except in a closed garage or in such a manner that it is not visible from any street. Any such vehicle so parked or stored for a period of time in excess of sixty (60) cumulative hours during any seventy-two (72) hour period shall be deemed to have been parked or stored in a permanent manner.

No motor vehicle may be parked on any street unless the motor of said vehicle is running, except that during the construction and sales period vehicles may be parked on the street when necessary, subject to the control and approval of the Architectural Control Committee.

Motor vehicles which are temporarily inoperative shall be deemed to mean not in running order.

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and inform the lot owner that unless the grass, vegetation and weeds are cut so that the lot is neat and attractive ~~within seven (7) days~~, that Memorial Northwest Maintenance Fund, Inc., will cause the grass, vegetation and weeds to be so cut and the lot owner shall be liable for the reasonable costs of having the grass, vegetation and weeds cut. To ensure the payment of said costs of having the lot so cut, there is a reserved Vendor's lien on each lot for the benefit of Memorial Northwest Maintenance Fund, Inc., said liens to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien is specifically made secondary, subordinate and inferior to all liens present and future, given, granted and created by or at the instance and request of the owner or owners of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding, valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

18. TERMS: These covenants and conditions are to be read with the deed and shall be binding on all heirs of the donor and their assigns and all persons claiming by or through them.

110-95-3178

erected on any lot, driveway or street except in a closed garage.

10. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs by a builder to advertise the property during the construction and sales period. The Architectural Control Committee reserves the right to approve the design and wording of all signs, and reserves the right to enter in and upon any lot for the purpose of removing any sign being maintained thereon which has not been approved and shall not be liable to any person or persons for any damages of whatsoever nature in doing so.

11. FENCES: Unless approved by the Architectural Control Committee, no cyclone or cyclone type (being a fence composed of wire and metal) fence may be erected on any lot and all fences located along the outer perimeter of any lot must be six (6) feet high and constructed of cedar wood.

12. OIL AND MINING OPERATIONS: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that not more than two (2) dogs and/or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

14. GARAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for refuse, trash

110-96-0141

until January 1, 1995, after which time said covenants and restrictions shall be automatically renewed for successive periods of ten years unless an instrument signed by a majority of the then owners of such lots is filed for record in Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

19. MAINTENANCE FUND: Each lot shall be subject to an annual maintenance charge of up to seven mills per square foot of lot area, but no less than \$81 per year per residence for the purpose of creating a maintenance fund, and which maintenance fund charge shall be paid by the owner or owners of each lot in conjunction with like charges to be paid by all other lot owners. This maintenance charge will be paid by the owner or owners of each lot within said 7.8468-acre tract to Memorial Northwest Maintenance Fund, Inc., in advance annual installments to be determined by Memorial Northwest Maintenance Fund, Inc., the date of payment thereof commencing on January 1st of the year immediately following the year in which said lot, with residence constructed thereon, was sold by the builder of said residence.

The amount to be paid on the first annual payment date shall be the prorata portion of the year of sale in which the payor-owner or owners owned the respective lot with residence thereon, plus the advance payment for the year subsequent to the year of such sale. In the event that an owner or owners of a respective lot, other than a builder, owns a lot and does not construct a residence thereon, such nonbuilding owner shall commence paying the maintenance charge and assessment hereof on the date herein prescribed when requested to do so by Memorial Northwest Maintenance Fund, Inc. the date at which said charge is assessed will

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The ~~described~~ ~~charges~~ may be adjusted from year to year by Memorial Northwest Maintenance Fund, Inc., as the needs of the subdivision may in the judgment of Memorial Northwest Maintenance Fund, Inc., require, up to seven mills per square foot per year, but not less than 58¢ per residence per year.

The maintenance fund shall be applied, insofar as ~~it is applicable~~ ~~to~~ ~~the~~ ~~purpose~~ ~~of~~ ~~the~~ ~~maintenance~~ ~~or~~ ~~installation~~ ~~of~~ ~~streets~~, ~~paths~~, ~~parks~~, ~~parkways~~, ~~esplanades~~, ~~vacant~~ ~~lots~~, ~~lighting~~, ~~fogging~~, ~~employing~~ ~~policemen~~ ~~and~~ ~~workmen~~, and any other things necessary or desirable in the opinion of Memorial Northwest Maintenance Fund, Inc., to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of Memorial Northwest Maintenance Fund, Inc., in its expenditure of said fund shall be final so long as said judgment is exercised in good faith.

The maintenance charge shall remain effective until January 1, 2000, and shall automatically be extended thereafter for successive periods of five years; provided, however, that the owners of the majority of the lots may revoke such maintenance charge on either January 1, 2000, or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to January 1, 2000, or at any time prior to the expiration of any successive five (5) year period thereafter.

To secure the payment of the maintenance fund established hereby and to be levied on residential residential lots as above provided, there is hereby conveyed a lien.

110-96-0143

lien on each such lot for the benefit of Memorial Northwest Maintenance Fund, Inc., said liens to be enforceable through appropriate proceedings at law by such beneficiary, provided, however, that each such lien is specifically made secondary, subordinate and inferior to all liens, present and future, ~~given, granted and created by or at the instance and request of the owner or owners of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot on which there is an outstanding, valid and superior first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.~~

20. RIGHTS OF MORTGAGEES: Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairment or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or bond or trust outstanding against the lot, at the time that the easements, agreements, restrictions, reservations or covenants are violated.

21. FORCE MAJEURE: The covenants, easements, reservations and restrictions set out herein shall not be affected by the death

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of the undersigned, their heirs, successors and assigns, and equally for the benefit of any subsequent owner or owners of a lot or lots in said 7.8468-acre tract, and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

22. IMPROVEMENT ASSOCIATION: Memorial Northwest Maintenance Fund, Inc., may, at its discretion, assign or transfer any or all rights, privileges or powers accruing to it by virtue of these restrictions for said 7.8468-acre tract to any incorporated or unincorporated improvement association. To the extent of any assignment or transfer that may be made by Memorial Northwest Maintenance Fund, Inc., the assignee improvement association shall stand in the stead of Memorial Northwest Maintenance Fund, Inc., for all purposes incident to the transfer or assignment and shall be subject to the duties and obligations prescribed by these restrictions as if the assignee improvement association were originally named herein.

23. SEVERABILITY: The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way effect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

24. EXECUTION: Each of said lienholders above named joins in the execution of this instrument to evidence its ratification, confirmation and adoption of each restrictive covenant hereof.

EXECUTED THIS 9th day of OCTOBER, 1978.

ATTEST:

M.N.W. PROPERTIES, INC.

Catherine B. Justice
Catherine B. Justice, Secretary

JAMES L. GORTON
James L. Gorton, President

EAST END STATE BANK

By Ray C. August
Ray C. August, Treasurer Vice President

110-96-0145

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES L. GOETTER, President of M.W. [unclear] Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of October, 1978.



M. M. Holeman
Notary Public in and for Harris County, Texas

M. M. HOLEMAN
Notary Public in and for Harris County, Texas
My Commission Expires 10-31-78

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared RAY C. LANFORD, Senior Vice President of EAST END STATE BANK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of October, 1978.

Fred H. Rowland
Notary Public in and for Harris County, Texas

FRED H. ROWLAND
Notary Public in and for Harris County, Texas
My Commission Expires 10-31-78

Return to
DIXON TITLE CO. - NORTHWEST
3400 AND 1900 WEST
HOUSTON, TEXAS 77018

"A" 7914 Aleta
"B" 17907 Wind Trace

(8)

4342167

OFFICIAL-17402
Garcia/27

007-56-0916

02/22/82 00079360 HGA2167 \$ 11.00

RESTRICTIONS FOR RESERVES "A" & "B" MEMORIAL NORTHWEST, SECTION 8, HARRIS COUNTY, TEXAS

THE STATE OF TEXAS |
COUNTY OF HARRIS |

WHEREAS, JAMES L. GOETTE BUILDING CO., a Texas Corporation, is the owner of the following described property, to-wit:

Reserves "A" and "B" of MEMORIAL NORTHWEST, SECTION EIGHT (8), an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 264, Page 102, of the Map Records of Harris County, Texas; And

WHEREAS, FIRST BANK & TRUST OF TOMBALL is a Lienholder as to said Reserve "A", BENJAMIN FRANKLIN SAVINGS ASSOCIATION is a Lienholder as to said Reserve "B", and L.C. OWENS, TRUSTEE is a Lienholder as to said Reserves "A" and "B"; And

WHEREAS RESTRICTIONS making possible a neighborhood plan of development of said MEMORIAL NORTHWEST, SECTION EIGHT (8) are recorded under Document File No. F-830884 in the Official Public Records of Real Property of Harris County, Texas; And

WHEREAS, said Owner, with the approval of said Lienholders, desires to likewise make possible a neighborhood plan of development of said Reserves "A" and "B" by implanting thereagainst the aforesaid Restrictions of MEMORIAL NORTHWEST, SECTION EIGHT (8), as hereinafter amended;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT JAMES L. GOETTE BUILDING CO., joined herein by all of the hereinabove named Lienholders, does hereby adopt and establish for and implant against said Reserves "A" and "B" all of the restrictions, reservations, agreements, covenants and easements as more fully set forth in the RESTRICTIONS for MEMORIAL NORTHWEST, SECTION EIGHT (8), recorded under Document File No. F-830884 in the Official Public Records of Real Property of Harris County, Texas, as hereinafter amended; and does hereby modify and amend said Restrictions to the effect that (1) No building site in said Reserves "A" and "B" shall contain less than 4,200 square feet of land nor shall any building site have a frontage less than 60 feet nor a depth of less than 70 feet, and (2) No dwelling shall be erected or placed upon any building site containing less than 4,200 square feet in area.

Each of the hereinabove named Lienholders joins herein to evidence it's ratification, confirmation and adoption of each restrictive covenant hereof.

007-96-0913

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared
JAMES L. GOETTE at President of JAMES L. GOETTE BUILDING CO.
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
JAMES L. GOETTE BUILDING CO.

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 the 17 day of February,
A. D., 1982

Kathy Rowan
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS.

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared
CHICK SAATCHI as President of FIRST BANK & TRUST OF TOMBALL
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
FIRST BANK & TRUST OF TOMBALL

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 the 19 day of February,
A. D., 1982

Kathy Rowan
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS.

RETURN TO:
JAMES L. GOETTE BUILDING CO.
47 Broad Oaks Lane
Houston, Texas 77056

NOTARY PUBLIC
I hereby certify that this instrument was filed in
the County Clerk's office on the date hereon, in the official
book for the said year 1982, in the official
public records of said County of Harris, Texas at

FEB 2 1982



John L. ...
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
FEB 27 7 34 PM '82
COUNTY CLERK
HARRIS COUNTY, TEXAS

EXECUTED this the 19th day of February, A.D., 1982.

007-96-0917

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JAMES L. WETTE BUILDING CO.
BY: [Signature]
President

FIRST BANK & TRUST OF TOMBALL
BY: [Signature]
President

BENJAMIN FRANKLIN SAVINGS ASSOCIATION
BY: [Signature]
Assistant Vice President
Irene Garcia

[Signature]
L. C. OWENS, TRUSTEE

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared L. C. OWENS, TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity as therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of February, A.D., 1982.



[Signature]
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS
Barbara S. Conces-Notary Commission Expires 5-5-84

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Irene Garcia as Asst. Vice President of BENJAMIN FRANKLIN SAVINGS ASSOCIATION, 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 BENJAMIN FRANKLIN 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 the 19th day of February, A.D., 1982.



[Signature]
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS
Barbara S. Conces-Notary Commission Expires 5-5-84