

76423

RESTRICTIONS

PIRATES BEACH, SECTION 3
GALVESTON, TEXAS

file

THE STATE OF TEXAS
COUNTY OF GALVESTON

I
I
I

DEED OF TRUST
BOOK 2014 PAGE 105

WHEREAS, MITCHELL-DOBBINS LAND CORPORATION, a Texas corporation, is the owner of the following described property situated in Galveston County, Texas, to-wit:

Lots 1 to 3, inclusive, Lots 5 to 7, inclusive, and Lots 10 to 34, inclusive, in Block 8; Lots 5 to 39, inclusive, in Block 9; Lots 19 to 32, inclusive, in Block 10; Lots 1 to 14, inclusive in Block 11; and Lots 1 to 16, inclusive, in Block 12; all in Pirates Beach, Section 3, a Subdivision in Galveston County, Texas, according to the Replat thereof recorded in Book 1616, Page 174, of the Records in the Office of the County Clerk of Galveston County, Texas;

all of the hereinabove described property being hereinafter sometimes referred to as "Said Lots" and as "Said Property"; and,

WHEREAS, it is the desire of the Owner to establish a uniform plan for the development, improvement and sale of said property, and to insure the preservation of such uniform plan for the benefit of Owner as well as future owners of Said Property;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, MITCHELL-DOBBINS LAND CORPORATION, a Texas corporation with offices and principal place of business in the City of Houston, Harris County, Texas, acting herein by and through its duly authorized officers, does hereby adopt, establish and impose the following reservations, restrictions, covenants and conditions upon said property, which shall constitute covenants running with the title to the land and shall inure to the benefit of said Owner, its successors and assigns, and to each and every purchaser of Said Property, or any part thereof, their successors and assigns, and any one of said beneficiaries shall have the right to enforce these restrictions using whatever legal method is deemed advisable.

RESTRICTIONS, COVENANTS AND CONDITIONS

1. Land Use and Building Type. Said Lots shall be used for residential purposes only, and only one detached single-family dwelling shall be erected on any one lot. No commercial activity shall be conducted on or from any of said residential lots.

4. Type of Construction, Materials and Landscape.

(a) Every structure, building, or addition thereto shall be affixed to the ground in a permanent manner.

(b) All elevated structures shall be built on pilings or other type of elevated foundation designed so that the foundation will aesthetically conform to standards set by Said Committee.

(c) No round pilings will be permitted, unless concrete, and no elevated structure or house may be erected on any of Said Lots unless the plans and specifications therefor provide for such structure or house to have a minimum of eighteen inches (18") overhang past the pilings.

(d) No angle bracing from pilings to floor stringers will be permitted. Elevated structures may be cross-braced against the floor joists to prevent racking of structures, and floor joist stringers must be of adequate size to carry floor joists without angle bracing from the pilings to the stringers. Each piling must have a three-quarter inch (3/4") hole drilled at the top and bottom and each house must have available on the premises at all times cable and cross-bracing which can be installed with a minimum of effort during the hurricane season starting August 15th. Such cables and cross-bracing must be removed and stored not later than February 1st of the ensuing year. Notwithstanding the foregoing, however, said cables and cross-bracing may be installed at any time at the discretion of the owner or occupant of the premises in the event weather conditions warrant such installation.

(e) All houses and other structures must be kept in good repair, and painted when necessary to preserve the attractiveness thereof. No exposed, untreated or unstained wood, except decking, will be permitted.

(f) The main floor of each house must be at least thirteen (13') feet above mean high tide, except in the area between the shore line and Grand Terre Drive, in which area such distance shall be at least fifteen (15') feet.

(g) Toilet facilities of all houses shall be installed inside each such house, and shall be connected, before use, with a sewage disposal system approved by Galveston County. A sewer connection fee of \$500.00 will be charged to each lot to tie onto the sewage system serving Said Property. In the event a central sewage disposal system is installed, no other disposal system may be utilized in the subdivision. Only one connection fee will be charged to each lot. No septic tank or privy shall be installed, erected or maintained on the premises. Nothing herein contained to the contrary or seemingly to the contrary shall prevent the installation and use of sanitary sewer facilities by a water district or other governmental authority in said subdivision. Each lot owner will, at his expense, extend his residence connection line to an outside perimeter of the lot as designated by Owner.

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BOOK 2014 PAGE 109

7. Annoyances or Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. Animals. Except as hereinafter provided, no animals, livestock, or poultry of any kind shall be kept, raised or bred on any of said lots. Not more than two dogs and/or two cats may be kept on the premises, provided they are kept only for the use and pleasure of the owner and are not kept, bred or maintained for any commercial purposes.

9. Drainage Structures. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of 1-3/4 square feet (18-inch diameter pipe culvert).

10. Condition of the Surface of Said Lots. The cutting of grass and weeds, and the collection of garbage, trash and rubbish shall be the responsibility of each lot owner, and may be handled by third party or parties on an individual contract basis. The owner or occupant of each of Said Lots shall at all times keep the weeds and grass thereon cut in a sanitary, healthful and attractive manner. No owner or occupant of any of Said Lots shall in any event use his lot or any part thereof for the storage of materials or equipment except such materials and equipment as may be needed for normal, immediate residential building requirements, nor shall they permit the accumulation of garbage, trash, rubbish, or refuse of any kind thereon. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, or in the event any garbage, trash, rubbish or refuse is allowed to remain on the premises for a longer period of time than one (1) week, with the exception that a maximum of thirty (30) days is granted to clear debris and repair damage due to hurricanes or other acts of God, the undersigned Owner (and the successors and assigns of Owner in a like capacity), without liability to such owner or occupant, in trespass or otherwise, may enter upon such lot and cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, rubbish or debris so as to place such lot in a neat, attractive, healthful and sanitary condition, in which case Owner may bill the owner or occupant for such work. The owner or occupant, as the case may be, agrees by purchase or occupancy of any of Said Lots to pay such statement immediately upon receipt thereof.

11. Temporary Structures. No structure of a temporary character, including, but not limited to, trailers, tents, shacks, mobile homes, boats and motor vehicles of all types, shall ever be maintained or used on any lot at any time as a residence, either temporarily or permanently. All boat trailers, boats and boat riggings must be parked under the main building. Parking of automotive vehicles on road shoulders is prohibited.

12. Filling and Digging or Removal of Dirt. The digging of dirt or the removal of any dirt from any lot is especially prohibited except where necessary in conjunction with landscaping or in conjunction with construction being done on such lot. No filling material which will have the effect of changing the grade level of any lot shall be placed on such lot without the prior approval in writing of the Pirates Beach and Pirates Cove Architectural Committee.

13. Signs and Billboards. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any lot without the prior consent in writing of the Pirates Beach and Pirates Cove Architectural Committee. The undersigned Owner or the members of Said Committee shall have the right to remove any such signs, advertisements, billboards or structures placed on any of Said Lots without

however, Owner may, at its sole option, assume and agree to pay other expenditures for the benefit of owners or occupants of lots in the above named subdivision.

19. All sums accruing to such Maintenance Fund shall be applied, so far as sufficient, towards the payment of maintenance expenses incurred in connection with any or all of the following: lighting, sidewalks (if any), paths, public canals, parks, playgrounds, Gulf and Bay lot-owner facilities, esplanades, collecting and disposing of garbage, trash, and rubbish, and doing other things necessary or desirable in the opinion of Said Committee to keep said property neat and in good order in which it considers of a general benefit to the owners or occupants of lots in said subdivision. In this connection, it is understood that the judgment of Said Committee in the expenditure of said funds shall be final so long as such judgment is exercised in good faith.

20. To secure the payment of the aforesaid maintenance charge, there is reserved in each deed by which each lot is conveyed the vendor's lien for the benefit of Said Committee, such reservation to be effective by reference to this instrument contained in each such deed, said lien to be enforceable by such beneficiary through the appropriate means at law; provided, however, that such lien as to each lot is hereby specifically made secondary, subordinate and inferior to all liens, presently or in the future, given, granted and created at the instance or request of the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and it is hereby further provided that as a condition precedent to any proceeding to enforce such lien upon any lot against which there is an outstanding valid and subsisting first mortgage lien, such beneficiary shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, such notice to be sent to the nearest office of such mortgage holder by prepaid United States registered or certified mail, such notice to contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of the owner of any such mortgage, 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 owner and holder thereof.

21. The above maintenance charge and assessment will remain in effect for the full term (and extended term or terms, if applicable) of the within covenants.

22. Lot owners in all sections of Pirates Beach and Pirates Cove subdivisions shall have the use of the combined recreational facilities within said subdivisions.

GENERAL PROVISIONS

23. Term. These covenants shall run with the title to the land and shall be binding upon all of said owners and all of the persons claiming under them for a period of twenty-five (25) years from June 23, 1966, at which time these covenants shall be extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of Said Lots has been recorded changing said covenants in whole or in part. Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any of such covenants or restrictions

BOOK 2014 PAGE 1111

AMENDMENT TO RESTRICTIONS
PIRATES BEACH, SECTION 3
GALVESTON COUNTY, TEXAS

DEED OF TRUST 83128
2036 PAGE 210

THE STATE OF TEXAS I
 I
COUNTY OF GALVESTON I

WHEREAS, pursuant to the provisions of that certain instrument dated December 2, 1968, recorded in Book 2014, Page 105 of the Records in the Office of the County Clerk of Galveston County, Texas, certain restrictions were imposed upon all lots in Pirates Beach, Section 3, a Subdivision in Galveston County, Texas, according to the Replat thereof recorded in Book 1616, Page 174 of the Records in the Office of the County Clerk of Galveston County, Texas; and

WHEREAS, it is the desire of the undersigned owner of a majority of the lots in the aforementioned Subdivision to amend the restrictions contained in said instrument dated December 2, 1968:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, MITCHELL-DOBBINS LAND CORPORATION, a Texas corporation, with its offices and principal place of business in the City of Houston, Harris County, Texas, owner of a majority of the lots in Pirates Beach, Section 3, a Subdivision in Galveston County, Texas, does hereby amend the restrictions contained in said instrument dated December 2, 1968, recorded in Book 2014, Page 105 of the Records in the Office of the County Clerk of Galveston County, Texas in the following particulars:

Paragraph 2 entitled "Architectural Control and Construction Time" contained in the Section entitled "Restrictions, Covenants and Conditions" is hereby amended by the addition to said Paragraph 2 of the following:

DEED OF TRUST
BOOK 2036 PAGE 212

LIENHOLDERS:

BANK OF THE SOUTHWEST NATIONAL
ASSOCIATION, HOUSTON

ATTEST:



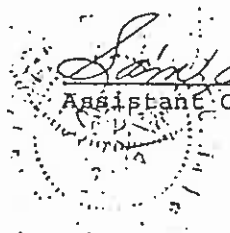
[Signature]
Assistant Cashier

By:

[Signature]
Vice President

ATTEST:

HOUSTON BANK & TRUST COMPANY



[Signature]
Assistant Cashier

By:

[Signature]
Vice President

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally
appeared M.D. Thompson, Jr., known to me to be
the person whose name is subscribed to the foregoing instrument, as
Vice President of MITCHELL-DOBBINS LAND CORPORATION, a corporation,
and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity stated, and as
the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day
of MAY, 1969.



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

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AMENDMENT TO RESTRICTIONS
PIRATES BEACH, SECTION 3
GALVESTON COUNTY, TEXAS

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DEED OF TRUST
BOOK 2088 PAGE 553

THE STATE OF TEXAS I
 I
COUNTY OF GALVESTON I

WHEREAS, pursuant to the provisions of that certain instrument dated December 2, 1968, recorded in Book 2014, Page 105 of the Records in the Office of the County Clerk of Galveston County, Texas, certain restrictions were imposed upon all lots in Pirates Beach, Section 3, a Subdivision in Galveston County, Texas, according to the Replat thereof recorded in Book 1616, Page 174 of the Records in the Office of the County Clerk of Galveston County, Texas; and

WHEREAS, the aforesaid restrictions were amended in certain particulars by that certain instrument dated May 16, 1969, recorded in Book 2036, Page 210 of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, it is the desire of the undersigned owner of a majority of the lots in the aforementioned Subdivision to amend the restrictions contained in said instrument dated December 2, 1968:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, MITCHELL-DOBBINS LAND CORPORATION, a Texas corporation, with its offices and principal place of business in the City of Houston, Harris County, Texas, owner of a majority of the lots in Pirates Beach, Section 3, a Subdivision in Galveston County, Texas, does hereby amend the restrictions contained in said instrument dated December 2, 1968, recorded in Book 2014, Page 105 of the Records in the Office of the County Clerk of Galveston County, Texas, as heretofore amended by said instrument dated May 16, 1969, recorded in Book 2036, Page 210 of the Records in the Office of the County Clerk of Galveston County, Texas, in the following particulars:

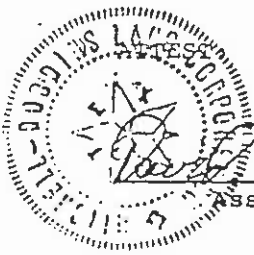
EXECUTED this 4th day of March, 1970.

DEED OF TRUST

OWNER:

BOOK 2088 PAGE 555

MITCHELL-DOBBINS LAND CORPORATION



[Signature]
Assistant Secretary

By: [Signature]
Vice President

LIENHOLDERS:

BANK OF THE SOUTHWEST NATIONAL
ASSOCIATION, HOUSTON

ATTEST:

Assistant Cashier

By: _____
Vice President

ATTEST:

HOUSTON BANK & TRUST COMPANY

Assistant Cashier

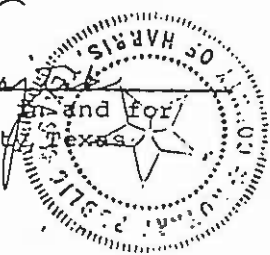
By: _____
Vice President

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared M. L. Thompson, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Mitchell-Dobbins Land Corporation, a corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of March, 1970.

[Signature]
Notary Public in and for
Harris County, Texas





AMENDMENT TO RESTRICTIONS
PIRATES BEACH, SECTION 3
GALVESTON COUNTY, TEXAS

BOOK 2090 PAGE 894

THE STATE OF TEXAS I
 I
COUNTY OF GALVESTON I

WHEREAS, pursuant to the provisions of that certain instrument dated December 2, 1968, recorded in Book 2014, Page 105 of the Records in the Office of the County Clerk of Galveston County, Texas, certain restrictions were imposed upon all lots in Pirates Beach, Section 3, a Subdivision in Galveston County, Texas, according to the Replat thereof recorded in Book 1616, Page 174 of the Records in the Office of the County Clerk of Galveston County, Texas; and

WHEREAS, the aforesaid restrictions were amended in certain particulars by that certain instrument dated May 16, 1969, recorded in Book 2036, Page 210 of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, it is the desire of the undersigned owner of a majority of the lots in the aforementioned Subdivision to amend the restrictions contained in said instrument dated December 2, 1968:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, MITCHELL-DOBBINS LAND CORPORATION, a Texas corporation, with its offices and principal place of business in the City of Houston, Harris County, Texas, owner of a majority of the lots in Pirates Beach, Section 3, a Subdivision in Galveston County, Texas, does hereby amend the restrictions contained in said instrument dated December 2, 1968, recorded in Book 2014, Page 105 of the Records in the Office of the County Clerk of Galveston County, Texas, as heretofore amended by said instrument dated May 16, 1969, recorded in Book 2036, Page 210 of the Records in the Office of the County Clerk of Galveston County, Texas, in the following particulars:

DEED OF TRUST EXECUTED this 4th day of July, 1970.
BOOK 2090 PAGE 896

OWNER:

MITCHELL-DOBBINS LAND CORPORATION

ATTEST:

[Signature]
Assistant Secretary

By: [Signature]
Vice President

LIENHOLDERS:

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

ATTEST:

[Signature]
Assistant Cashier

By: [Signature]
Vice President

ATTEST:

HOUSTON BANK & TRUST COMPANY

[Signature]
Assistant Cashier

By: [Signature]
Vice President

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared [Signature] known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Mitchell-Dobbins Land Corporation, a corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of July, 1970.

[Signature]
Notary Public in and for
Harris County, Texas

DEED OF TRUST

BOOK 2120 PAGE 702

AMENDMENT TO RESTRICTIONS
PIRATES BEACH, SECTION 3
GALVESTON COUNTY, TEXAS

14418

7/23/70

THE STATE OF TEXAS X
COUNTY OF GALVESTON X

WHEREAS, pursuant to the provisions of that certain instrument dated December 2, 1968, recorded in Book 2014, Page 105, of the Records in the Office of the County Clerk of Galveston County, Texas, certain restrictions were imposed upon all lots in Pirates Beach, Section 3, a Subdivision in Galveston County, Texas, according to the Replat thereof recorded in Book 1616, Page 174, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were amended in certain particulars by that certain instrument dated May 16, 1969, recorded in Book 2036, Page 210, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were further amended in certain particulars by that certain instrument dated March 4, 1970, recorded in Book 2090, Page 894, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, it is the desire of the undersigned owner of a majority of the lots in the aforementioned Subdivision to further amend the restrictions contained in that said instrument dated December 2, 1968:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, GMA DEVELOPMENT CORPORATION (formerly Mitchell-Dobbins Land Corporation), a Texas corporation, with its offices and principal place of business in the City of Houston, Harris County, Texas, owner of a majority of the lots in Pirates Beach, Section 3, a Subdivision in Galveston County, Texas, does hereby amend the restrictions contained in said instrument dated December 2, 1968, recorded in Book 2014, Page 105, of the Records in the Office of the County Clerk of Galveston County, Texas, as heretofore amended by said instrument

ATTEST:

HOUSTON BANK & TRUST COMPANY

Assistant Cashier

By: Vice President

DEED OF TRUST

BOOK 2120 PAGE 704

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Bernard F. Clark, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of GMA DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of July, 1970.

Jamie Bourgenis
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 1970.

Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of HOUSTON BANK & TRUST COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 1970.

Notary Public in and for
Harris County, Texas



AMENDMENT TO RESTRICTIONS
PIRATES BEACH, SECTION 3
GALVESTON COUNTY, TEXAS

DEED OF TRUST
BOOK 2128 PAGE 595

THE STATE OF TEXAS X
COUNTY OF GALVESTON X

WHEREAS, pursuant to the provisions of that certain instrument dated December 2, 1968, recorded in Book 2014, Page 105, of the Records in the Office of the County Clerk of Galveston County, Texas, certain restrictions were imposed upon all lots in Pirates Beach, Section 3, a Subdivision in Galveston County, Texas, according to the Replat thereof recorded in Book 1616, Page 174, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were amended in certain particulars by that certain instrument dated May 16, 1969, recorded in Book 2036, Page 210, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, the aforesaid restrictions were further amended in certain particulars by that certain instrument dated March 4, 1970, recorded in Book 2090, Page 894, of the Records in the Office of the County Clerk of Galveston County, Texas; and,

WHEREAS, it is the desire of the undersigned owner of a majority of the lots in the aforementioned Subdivision to further amend the restrictions contained in that said instrument dated December 2, 1968:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, GMA DEVELOPMENT CORPORATION (formerly Mitchell-Dobbins Land Corporation), a Texas corporation, with its offices and principal place of business in the City of Houston, Harris County, Texas, owner of a majority of the lots in Pirates Beach, Section 3, a Subdivision in Galveston County, Texas, does hereby amend the restrictions contained in said instrument dated December 2, 1968, recorded in Book 2014, Page 105, of the Records in the Office of the County Clerk of Galveston County, Texas, as heretofore amended by said instrument

ATTEST:

HOUSTON BANK & TRUST COMPANY

Viborg... Stain
Assistant Cashier

By: [Signature]
Senior Vice President

DEED OF TRUST
BOOK 2128 PAGE 597

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Bernard F. Clark, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of GMA DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of July, 1970.

Jamie Bourgeois
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared FRANK E. MCGONAGILL, JR., known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of August, 1970.

Bertha H. Andrues
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BERTHA H. ANDRUES, NOTARY PUBLIC
IN & FOR HARRIS COUNTY, TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Carl R. Graef, known to me to be the person whose name is subscribed to the foregoing instrument, as ^{Senior} Vice President of HOUSTON BANK & TRUST COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of August, 1970.

Doris Benson
Notary Public in and for
Harris County, Texas