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AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

HARVEST MEADOWS, SECTIONS ONE AND TWO
(A Residential Subdivision)

THIS DECLARATION AMENDMENT is made as of the date hereafter set forth by Lexington Development Company, a Texas limited partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

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WHEREAS, Declarant adopted and established restrictive covenants applicable to the use and occupancy of all platted lots in a subdivision known as Harvest Meadows, Sections One and Two, according to the plats thereof recorded in Volume 301, Page 64, Volume 301, Page 65, respectively, of the Map Records of Harris County, Texas, and such subdivisions, Harvest Meadows, Sections One and Two were replatted into Harvest Bend, Sections Six and Five, respectively; and such subdivision, Harvest Bend, Section V was later replatted into Harvest Bend, The Village, Section One, according to the plat thereof recorded in Volume 308, Page 48 of the Map Records of Harris County, Texas, said restrictive covenants being contained in an instrument recorded under Clerk's File No. H070444 (Film Code No. 190-99-0671 in the official Public Records of Real Property of Harris County, Texas; and

WHEREAS, such restrictive covenants instrument provides that it may be amended by an instrument signed by not less than ninety percent (90%) of the 1st owners with the prior approval of the Federal Housing Administration and the Veterans Administration; and

WHEREAS, Declarant is the owner of one hundred percent (100%) of the lots in Harvest Bend, The Village, Section One, and Declarant wishes to amend the restrictive covenants instrument referred to above for such subdivision as hereinafter set forth, and the prior approval of the Federal Housing Administration and the Veterans Administration to such amendment has been obtained.

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HARRIS COUNTY, TEXAS

By *Stephen L. June*
Deputy
STEPHEN L. JUNE

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that any reference made in the original Declaration of Covenants, Conditions and Restrictions recorded under Clerk's File No. H070444 (Film Code No. 190-99-0671) of the official Public Records of Real Property of Harris County, Texas; to Harvest Meadows, Sections One and Two shall be changed to Harvest Bend, Section Six and Harvest Bend, The Village, Section One; further the plat recordings should also be revised to Volume 306 Page 49 and Volume 308, Page 48, respectively of the Map Records of Harris County, Texas. Further, the Declarant does hereby amend Sections within Articles VI and VII of the herein referenced recorded Declaration of Covenants only as they may apply to all of the lots in Harvest Bend, The Village, Section One, except Lots 41-48, Block 11 and Lots 8-14, Block 14.

Article VI, Section 5 is hereby amended to add the additional restrictions as provided in the amended Article VII, Section 7, Paragraphs B & C, Subparagraph 2, Number III respectively.

Article VII, Sections 1-5, 7, 8, 14, 15 and 18 are deleted in their entirety and the following Sections are substituted:

ARTICLE VII

ARCHITECTURAL RESTRICTIONS

Section 1. Type of Residence. All lots shall be known, described and used as Lots for residential purposes only (hereinafter sometimes referred to as "Residential Lots"), and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one single-family dwelling not to exceed two (2) full stories in height, with an attached or detached garage for one (1) or more, but not more than three (3) cars. As used therein, the term "Residential Purposes" shall be construed to prohibit the use of the Lots for the following: garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any

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Lot, it being the intention that only new construction shall be placed and erected thereon; provided, however, that on Lots subject to these restrictions, residential homebuilders/owners shall be permitted to move onto a Lot and maintain thereon a construction building, according to specifications contained in these restrictions so long as the exterior appearance of said building shall be reasonably maintained, which building shall be removed from said Lot by the builder/owner maintaining same when said builder/owner has completed his construction in Harvest Bend, The Village, Section One; provided further, however, that builder/owner of Lots subject to these restrictions may maintain a sales office in one of their houses built according to these restrictions for eventual sale to a resident, which sales office may only be used for the sale of houses in Harvest Bend, The Village, Section One. At the time of the sale of a residence by a builder, any garage appurtenant to such residence used for sales purposes must be reconverted to a garage. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

Section 2. Architectural Control. No building or other structure shall be erected or altered on any Lot until the construction plans and specifications therefor have been approved by the Architectural Control Committee as to harmony with existing structures with respect to exterior design and as to compliance with minimum construction standards; as more fully provided for in Article II of the original Covenants recorded under Clerk's File No. H070444 (Film Code No. 190-99-0671 of the official Public Records of Real Property of Harris County, Texas. The Architectural Control Committee need approve each construction plan submitted with specifications only once and such approved construction plan with specifications will be deemed approved for repeated construction within the Subdivision so long as the constructing parties neither plan nor implement changes thereto.

Section 3. Fences. No fence or wall shall be erected,

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placed or altered on any Lot nearer to the street line, on the front of the house, than the minimum building setback lines as shown on the Subdivision Plat. Corner lot fencing will be permitted to be located on the side property line. All fences shall be constructed of wood or masonry and shall be of sound and attractive construction and shall be a height between six (6) and eight (8) feet unless otherwise approved by the Architectural Control Committee. Neither chainlink nor wrought iron fences shall be placed on Lots except as enclosures of swimming pools where not visible from public thoroughfare or street. Chainlink or wrought iron fencing may be used to enclose subdivision recreational facilities.

Section 4. Dwelling Size. The living area of any single story main residential structure constructed on any Lot shall contain not less than 800 square feet for any dwelling constructed within the Properties. Multi-story dwellings shall contain a minimum of 600 square feet on the ground floor with a total minimum of 1200 square feet.

Section 5. Type of Construction.

(a) The external roofing material of any residence shall meet or exceed all FHA standards and shall be of a color approved by the Architectural Control Committee prior to its installation.

(b) Unless otherwise approved by the Committee, at least twenty percent (20%) of the exterior wall area of all residences below eight (8) feet above the foundation (excluding detached but not attached garages, gables, windows, and door openings) must be of masonry or brick veneer. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant.

(c) A concrete sidewalk four (4) feet wide will be constructed no further than five (5) feet from the back of the street curb along the entire front of all Lots; in addition

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thereto, a four (4) foot sidewalk will be constructed no further than five (5) feet from the back of the street curb along the entire side of all corner Lots. The plans for each residential building on each of said Lots shall include plans and specifications for such sidewalk, and the same shall be constructed and completed before the main residence is occupied.

(d) No window or wall type air conditioners shall be permitted in any residence, but the Committee, at its discretion, may permit window or wall type air conditioners to be installed if such unit or units will not be visible from any street. Window or wall type air conditioners will be permitted in construction office as described hereinabove.

(e) Each kitchen in each dwelling or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

Section 6. Driveways. On each Lot the builder shall construct and the owner shall maintain at his expense, the driveway from the garage to the abutting street, including the portion of the driveway in the street easement, and the builder shall repair, at his expense any damages to the street occasioned by connecting the driveway thereto.

Section 7. Location of Improvements. No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded Plat, and no building shall be located on any utility easement. For the Purposes of this Covenant, eaves, steps, patios and open porches shall not be considered as a part of the building, provided, however that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purposes of these Restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting the street. Each garage shall face the front of the Lot on which it is situated and will be provided with driveway access from

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the front of the Lot only. Upon the written approval of the Architectural Control Committee, garages on the corner Lots may be allowed to face the side street. The Architectural Control Committee shall be empowered to grant exceptions for minor variances. It shall be the intention of this Covenant to allow placement of residential structures upon the Lots using one of three acceptable methods, said methods hereinafter known and defined as:

(a) Standard Residence Option. The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the Lot nearer than five (5) feet from either side property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from the side line abutting a street. No dwelling shall be located on any Lot within any utility easement located along the rear lot line.

(b) Zero Lot Line Option.

1. Placement. The front building setback line shall be as hereinabove required. Each residence dwelling shall be designed to have as a minimum, fifty percent (50%) of the linear distance of one (1) wall, of the residence structure, constructed adjacent to and abutting a side lot line. This side lot line shall be hereinafter referred to as the "Zero Lot Line"; and the wall herein described will be referred to as the "Zero Lot Line Wall". Provided however, that an open court or patio may be built adjacent to and abutting the aforementioned Zero Lot Line but said open court or patio must be enclosed by a wall having a minimum height of eight (8) feet. This wall must, as is the case with the residence wall, be constructed adjacent to and abutting Zero Lot Line and enclose the court or patio in such a manner as to appear to be an extension of the residence dwelling in both materials and style. The Zero Lot Line walls shall have no exterior objects or appurtenances such

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as, for example, electric panels, vents, plumbing clean outs, windows or openings of any kind unless such Zero Lot Line side is on the street side of a corner lot. There shall be established a minimum side yard distance between the Zero Lot Line and the residence dwelling situated upon the adjoining lot of not less than six (6) feet for a maximum length of three-quarters (3/4) the entire length of the structure. This six (6) foot distance shall be referred to as the "reduced side yard distance". Two-story walls shall not be placed side by side where reduced side yard distances are applied. No dwelling shall be located on any Lot within any rear lot utility easement.

2. Zero Lot Line Access Easement. Upon the election by Declarant, its successors and/or assigns of the Zero Lot Line Option, as evidenced by completion on a Lot of construction of any residence complying therewith, each such Lot shall have a five (5) foot access easement extending the entire depth of the lot from front to back abutting and parallel to the Zero Lot Line wall for the construction, repair and maintenance of improvements located upon said Zero Lot Line Lot, where said improvements are located on the Zero Lot Line of the adjacent Lot. Conditions and use of the Zero Lot Line Access Easement are hereby declared and established by owner of the Zero Lot Line Lot and the owner of the adjacent Lot, which shall be covenants running with the land and binding both of the above mentioned owners and all of the respective heirs and assigns forever:

- (i) The Zero Lot Line Lot owner must replace any fencing, landscape or other items on the adjacent lot that he may disturb during construction, repair or maintenance.
- (ii) This easement, when used by the Zero Lot Line

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Lot owner for such construction, repair or maintenance, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced.

(iii) The Zero Lot Line Lot owner must notify the owner of the adjacent Lot of his intent to do any construction, repair or maintenance upon the Zero Lot Line wall at least twenty-four (24) hours prior to starting any work, with the hours that such access easement may be utilized being between 8:00 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday.

(iv) Both the Zero Lot Line owner and the adjacent lot owner shall have the right of surface drainage over, along and upon the access easement area. And neither owner shall use the access easement area in such a manner as will interfere with such drainage.

(v) Neither owner shall attach any object to the Zero Lot Line wall, facing onto the access easement area and the owner of the adjacent lot will not use Zero Lot Line wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the access easement area by either owner, except a fence by the owner of the adjacent lot which allows drainage; however, access to the access easement must be preserved for the owner of the Zero Lot Line Lot.

(c) Side Yard Concept Option.

1. The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the Lot nearer than five (5) feet from either side property line except that on all

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corner Lots no structure shall be erected nearer than ten (10) feet from the side line abutting a street. Each residence dwelling shall be designed to have as a minimum fifty percent (50%) of the linear distance of one (1) wall, of the residence structure constructed adjacent to and five (5) feet from the Side Lot Line. The wall herein described shall be referred to as the "Side Yard Wall". The five (5) foot area bounded by the Side lot Line and the Side Yard Wall and running the entire depth of the Lot shall hereinafter be referred to as the "Side Yard Land Maintenance Easement". Provided, however, that an open court or patio may be built to this residence structure adjacent and abutting the aforementioned Land Maintenance Easement and within the Side Yard Wall area, but said open court or patio must be enclosed by a wall having a minimum height of eight (8) feet. This wall must, as in the case with the Side Yard Wall, be constructed adjacent to and abutting in such a manner as to compliment the residence dwelling. The Side Yard Wall shall have no exterior objects or appurtenances such as, for example, electric panels, vents, plumbing cleanouts, windows or openings of any kind unless such Side Yard Wall is on the street side of a corner Lot. There shall be established a minimum side yard distance between the Zero Lot Line and the residence dwelling situated upon the adjoining lot of not less than six (6) feet for a maximum length of three-quarters (3/4) the entire length of the structure. This six (6) foot distance shall be referred to as the "reduced side yard distance". Two-story walls shall not be placed side by side where reduced side yard distances are applied. No dwelling shall be located on any Lot within any rear lot utility easement.

2. Side Yard Land Maintenance Easement. The following

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terms, conditions and uses of the Side Yard Land Maintenance Easement are hereby declared and established by the owner of the said Side Yard Wall Lot and the owner of the adjacent Lot, which terms shall be covenants running with the land and binding both of the above mentioned owners and all of the respective heirs and assigns forever;

- (i) The Side Yard Land Maintenance Easement may be used by either owner for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of a lot so as to improve the drainage of water from the lots of the easement area. It shall be the responsibility of each owner to take appropriate measures, whether by landscaping or otherwise to protect an adjoining owner's Lot or the easement from water running off of such owner's roof onto an adjoining owner's lot or onto the easement area and no owner shall have the liability or otherwise be responsible to any other owner for any loss, expense or damage resulting from such roof run-off.
- (ii) The owner of the adjacent lot, except as otherwise provided in this Section, shall have the exclusive use of the surface of the easement area for the purposes of maintaining the lawn and/or other landscaping located within such easement area which maintenance shall be the obligation of the adjacent lot owner, for all uses and enjoyments except as expressly limited or prohibited by the rules in this Section 7 and other applicable provisions of these Restrictions.
- (iii) The owner of the Side Yard Wall Lot, upon twenty-four (24) hours notice to the adjacent Lot owner shall have the right of entry between

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the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. Saturday for the sole purposes of maintenance, painting, repairing and rebuilding of the side wall or foundation and fencing which is situated adjacent to and abutting the easement area.

- (iv) The owner of the Side Yard Wall Lot must replace any fencing, landscaping or other item on the Side Yard Land Maintenance Easement or the adjacent lot that he may disturb during maintenance or repair.
- (v) Neither owner shall attach any object to the side of the wall abutting the land maintenance easement and the adjacent lot owner will not use the Side Yard Wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the easement area by either owner, except that the owner of the adjacent lot may construct a fence which allows drainage; however, access to the easement must be preserved for the owner of the Side Yard Wall Lot.
- (vi) The owner of the adjacent Lot shall indemnify and hold harmless the owner of the Side Yard Wall Lot against any and all claims, demands, actions and causes of action of any nature arising out of the general use of the easement by the owner of the adjacent Lot, his licensees or invitees.
- (vii) The Declarant, its successors and/or assigns, reserve the right to distribute the Side Yard Land Maintenance Easement, in the event of irregular shaped lots, such as cul-de-sacs, or street curve lots, in the manner, which in their opinion, is most equitable to the owners

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of both Lots. Both owners shall indemnify and hold harmless the Declarant, its successors and/or assigns against any and all claims, demands, actions and courses of actions of any nature arising out of the distribution by the Declarant, its successors and/or assigns, or general use of the easement by the owner of either lot, their licensees or invitees.

At no place within the subdivision shall more than one (1) of the three (3) above mentioned residence placement methods be used on one side of a street between two (2) corner lots or within a cul-de-sac without prior written consent of the Architectural Control Committee.

Section 8. Minimum Lot Size. No Lot shall have total square footage which is less than 4000 square feet, nor shall any building be erected or placed on any Lot having an area of less than 4000 square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision increases the minimum Lot area aforesaid of all building plots affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

Section 9. Temporary Structures.

(a) No structure of a temporary character, whether trailer, motorhome, basement, tent, shack, carport, barn or other building shall be maintained or used on any Lot at any time as a residence or for any other purpose; however;

1. Anything contained in these restrictions to the contrary notwithstanding, there shall be permitted on any residential Lot the use of a doghouse, so long as said pet domicile is not of unreasonable size, is so placed on a residential Lot so as not to be visible from any street in the subdivision;
2. Provided further, however, that anything contained in these restrictions to the contrary notwithstanding,

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that there shall be permitted on any residential Lot the use of a storage building not to exceed seven (7) feet in height, eight (8) feet in width, and the (10) feet in length, or seven (7) feet in height, ten (10) feet in width, and eight (8) feet in length, said building not to exceed seven (7) feet in height and 560 cubic feet of enclosed and roofed area; provided that such storage building is positioned on each residential Lot in a manner such that the greatest portion of said building as is possible is not visible from any street in the subdivision, and provided further that said storage building is built and maintained in a manner consistent with these restrictions, and approval is granted by the Architectural Control Committee.

Section 10. Private Utility Lines. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise disapproved in writing by the Committee.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument the 13th day of April, 1982. (3)

Lexington Development Company
a Texas limited partnership

By: John P. Collins
John P. Collins
Attorney-in-fact

FEDERAL HOUSING ADMINISTRATION 10

By: James M. Wilson
(Name) James M. Wilson
(Capacity) Supervisor

VETERANS ADMINISTRATION

By: Amil C. Stafford
(Name) Amil C. Stafford
(Capacity) _____

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617-94-0915

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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John P. Collins, Attorney-in-fact of Lexington Development Company, a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office on this 23rd day of April, 1982.



Lorraine M. Drapp
Notary Public in and for
Harris County, Texas

My Commission Expires:
LORRAINE M. DRAPP
Notary Public, State of Texas
My Commission Expires 8/28/85

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm and having Microfilm Identification Number as stamped thereon. I hereby certify on

APR 19 1993



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

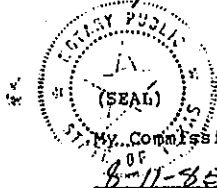
By *Stephen L. June*
Deputy
STEPHEN L. JUNE

THE STATE OF TEXAS
COUNTY OF HARRIS

S C17-94-0916
S

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JAMES M. WILSON, SUPERVISOR of the FEDERAL HOUSING ADMINISTRATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office on this 24th day of MAY, 1982.



Glynnda L. Powell
Notary Public in and for
Harris County, Texas
GLYNDA L. POWELL

FILED
JUN 21 9 00 AM 1982
COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

S
S

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared AMIL C. STAFFORD of the VETERANS ADMINISTRATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office on this 8th day of 1982.



My Commission Expires:

3-12-84

G. M. Ference
Notary Public in and for
Harris County, Texas

G. M. FERENCE
Notary Public State of Texas
My Commission Expires March 12, 1984

Return to:
Richard L. Rose
6750 West Loop South
Suite 150
Bellaire, Texas 77401

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THE STATE OF TEXAS
COUNTY OF HARRIS
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APR 19 1983



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Stephen L. June
Deputy
STEPHEN L. JUNE

G17-94-0917

STATE OF TEXAS
COUNTY OF HARRIS

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

JUN 21 1982



Anita Roddeheaver
COUNTY CLERK,
HARRIS COUNTY, TEXAS

JUN 21 1 17 PM 1982

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

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Official Public Records of Real Property in my office and Preserved
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thereon. I hereby certify on

APR 19 1993



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *Stephen L. June*
Deputy
STEPHEN L. JUNE

NO CERTIFIED COPY FEE
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