

THE STATE OF TEXAS)

COUNTY OF HAYS)

194915

KNOW ALL MEN BY THESE PRESENTS

Vol. 292 - 441

That Woodcreek Resort, Inc., having its principal place of business in Wimberley, Hays County, Texas, acting as Agent and Attorney in Fact, (hereinafter called the "Developer"), being the owner of that certain tract of land described and platted into that certain subdivision known as "Extension 9A", plat of said subdivision recorded in the office of the County Clerk of Hays County, Texas on 1/21/77, after having been approved as provided by law, and being recorded in Volume I, Page 343, of the Map Records of Hays County, Texas, and the Developer desiring to create and carry out a uniform plan and scheme for the improvement, development, and sale of property in said Extension 9A, (herein referred to as "The Subdivision"), does hereby adopt, establish, promulgate and impress the following Reservation, Restrictions and Covenants, which shall be and are hereby made applicable to the Subdivision:

I.

GENERAL PROVISIONS

APPLICABILITY

1. Each Contract, Deed or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions, and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed, or Deed of Trust, and whether or not referred to in any such instrument.

DEDICATION

2. The streets and roads shown on said recorded plats are for the sole and exclusive use of the developer and the owner of the lots in the subdivision to be known as "Woodcreek, Section Extension 9A". The Developer reserves the right to dedicate the streets and roads to the public at such time as the developer, in its opinion, deems public roads and streets are in the best interest of the subdivision.

RESERVATIONS

3. a. No interest in the oil, gas or other minerals in, on or under the property will be conveyed by Seller; all interest in the same being expressly reserved by Seller.

b. The utility easements shown on the recorded plats are dedicated with reservation that such utility easements are for the use and benefit of any public utility operating in Hays County, Texas, as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper. Utility easements are reserved for a width of five feet on all property lines bordering a street.

c. The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair, and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors and assigns.

d. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Developer.

e. The Developer reserved the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the Subdivision or any property therein.

f. Neither the Developer or its successors or assigns using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the land owner situated on the land covered by said utility easements.

g. The Developer reserved the right at any time, and from time to time hereafter, to promulgate and impose restrictions (as well as vary and amend any such restrictions) as to all or any portion of the unplatted, reserve, or unrestricted areas of the Subdivision on the aforesaid plats. Any such action by the Developer shall not, in order to be fully binding, require the joinder or any other person, whether such person be an owner of property in the Subdivision, a lienholder, a mortgagee, a Deed of Trust beneficiary or any other person.

4. The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of thirty-five (35) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty-five (35) years or ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid thirty-five (35) year period or any successive ten (10) year period thereafter.

ENFORCEMENT

5. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer or for any person or persons owning property in the Subdivision (or in any other Section of Woodcreek) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

PARTIAL INVALIDITY

6. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason or abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

7. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained including said Reservations, Restrictions and Covenants.

II.

ARCHITECTURAL CONTROL

BASIC RULE

1. No building or other improvement of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction, on any property in the subdivision until the obtaining of the necessary approval (as hereinafter provided) of the construction plans and specifications and a plat showing the location of such building or other improvements. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation.

PROCEDURES FOR OBTAINING ARCHITECTURAL CONTROL APPROVAL

1.a. Applicant must submit by registered or certified mail, return receipt requested, to Architectural Control Committee, care of Woodcreek Resort, Inc., #1 Woodcreek Drive, Wimberley, Texas 78676, two sets of rough schematic drawings showing size, floor plan, elevations, and plat.

1.a.1. Elevations must show all sides; and types and color of materials.

1.a.3. Plot plan must show building lines showing all setbacks fencing, landscaping, and location of the septic tank and leach bed if said building is to be built on a lake or creek lot.

1.b. Committee will review and make a written response as to any recommendations, and return one copy of the schematic drawings to applicant within 15 days of receipt.

1.c. Applicant will then make any changes that are requested and submit two sets of working drawings and specifications to Committee by registered or certified mail, return receipt requested.

1.d. Committee will then review plans and specifications and either approve or reject. One set of these plans and specifications will be returned to the applicant.

1.e. If approved, these plans and specifications will become documents that the residence must be built by. If any changes are desired by the applicant, these documents must be resubmitted. Upon receiving approval of these documents, the builder or applicant must commence building within 60 days or the approval will become void.

1.f. The architectural Control Committee exercises the right to inspect the premises at any time during construction in order to insure that all restrictions are being complied with, and that the residence is being built in conformance to the documents that have been approved.

ARCHITECTURAL CONTROL AUTHORITY

2. a. The authority to grant or withhold architectural control approval as referred to above is vested in the Woodcreek Architectural Control Committee, hereinafter referred to, except as to plans and specifications and plats there-to fore submitted to the Committee which shall continue to exercise such au-thority over all such plans, specifications and plats.

The Committee shall be obligated to arrange for elections for the re-moval and/or replacement of committee members when so requested in writing by thirty (30) or more lot owners in Woodcreek. Members of the Committee may, at any time, be relieved of their position and substitute members therefor designated by vote.

Upon death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending an election as hereinabove provided for.

EFFECT OF INACTION

3. Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval fails to approve or disapprove in writing any plans and specifications and plat submitted to it in thirty (30) days following such submission, such plans

and specifications and plat shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plat and all of the other terms and provisions hereof.

EFFECT OF APPROVAL

4. The granting of the aforesaid approval shall constitute only an expression of opinion that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

III.

DESIGNATION OF TYPES OF LOTS

1. All lots in the subdivision with lot SC 75 through SC 130 as shown on the recorded plat, are hereby designated as "Studio Cabin Lots. Lot 256 shown on the recorded plat is hereby designated as "Green Belt Lot".

2. The "General Restrictions" set forth in IV, below, shall be applicable to lots in the Subdivision hereinabove enumerated and designated. The "Special Restrictions" set forth in V, below, shall, in addition to the General Restrictions, apply to the particular type of lots in the Subdivision so indicated.

IV.

GENERAL RESTRICTIONS

~~None of the lots or the improvements thereon shall be used for any-
thing other than single-family, private residential purposes.~~ After the construction of such residences, it is understood that there may also be constructed a garage, servant's quarters and/or guest's quarters, so long as the same are connected (by covered breezeway or otherwise) with, and used in conjunction with such single-family, private residence. For purposes of this instrument, the work "lot" shall not be deemed to include any portion of the following areas shown on the recorded plat: the golf course; and esplanade; any unrestricted or reserve areas shown on the plat.

2. The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways, and servant's quarters) shall be not less than the following respective amounts for each of the designated particular type of lots:

Studio Cabin Lots. 1000 square feet for a one-story dwelling; 1200 square feet for a two-story dwelling.

Green Belt Lot. 1200 square feet for a one-story dwelling; 1500 square feet for a two-story dwelling.

3. No building shall be located on any lot nearer to the front street line than twenty-five (25) feet except for provisions in Paragraph 4, Item D. No building shall be located nearer to the street side line than five (5) feet. Subject to the provision of Paragraph 5, no building shall be located nearer than twenty-five (25) feet to an exterior lot line. For the purpose of this covenant, eaves, steps and unroofed terraces shall not be construed to permit any portion of the construction on a lot to encroach upon another lot. Variations from these requirements as to building location may be granted by the Architectural Control Authority if the above requirements are not feasible, considering the terrain of the lot.

4. The following exterior treatments will apply to all houses built in Extension 9A.

- a. Driveways will be either asphalt or concrete surfacing.
- b. All exterior walls will be of finished materials.
- c. Fire walls between townhouses.

5. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any modification of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size or configuration, may be made only with the prior written approval of the Committee. Upon any such required approval having been obtained, such composite building site shall thereupon be regarded as a "lot" for all purposes hereunder, however, that for purposes of voting for the Committee an owner shall be entitled to one (1) vote for each whole lot within such owner's building site.

6. All lots in the Subdivision shall be used only for single family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the Subdivision shall be used for any commercial, business or professional purpose not for church purposes. No house trailer, camper trailer, camper vehicle or motor vehicle (or portion thereof) shall be lived in on any lot.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, except, however, that a garage may contain living quarters for bonafide servants.

The Developer has the right to maintain a field office or model home in the Subdivision until all lots in the Subdivision, except the lot upon which the field office or model home is located, have been sold.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept as household pets provided they do not constitute a nuisance and do not, in the sole judgment of the Developer constitute a danger or potential or actual disruption of other lot owners, their families or guests.

9. Where a wall, fence, planter or hedge is not specifically prohibited under the Special Restrictions set forth in V, below, the following (as to any permitted wall, fence, planter or hedge) shall apply: No wall, fence, planter or hedge in excess of two (2) feet high shall be erected or maintained nearer to the front lot line than the front building set-back line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior lot line (or located on the interior lot line) shall be more than six (6) feet high without prior written approval by the Developer or the Architectural Control Committee.

No object or thing which obstructs sight lines at elevation between two (2) and six (6) feet above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street lines (or extension thereof) shall be placed, planted or permitted to remain on either lots.

10. The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

11. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. Any incinerator or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary and sightly condition. During the construction of improvements no trash shall be burned on any lot except in a safe manner, and, unless so burned, shall be removed by the lot owner. Boats, trailers and other parked vehicles are to be stored in a location no closer to the street than the front building set-back line, or in the case of a corner lot, the side building line facing the street. All boats and trailers must be hidden from the street view and golf course areas.

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, such default continuing after ten (10) days written notice thereof, the Committee may without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof; however, the payment of such charge is not secured by any nature of lien on the property.

12. Before initial residential occupancy, no sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot in the Subdivision without the prior approval of the Developer; and

any such approval may be granted by the Developer may be terminated at any time by the Developer. In such event, the party granted such permission shall within the period designated by the Developer (which in no event shall be less than five (5) days), thereupon remove same. After initial residential occupancy of improvements on any particular lot in the Subdivision, no signs, advertisement, billboard or advertising structure of any kind other than a normal for-sale sign approved by the Developer as to design, not exceeding two feet by three feet (2' X 3') erected on a post in the ground, and applicable to such lot alone, may be erected or maintained on such lot.

The Developer or the Committee shall have the right to remove and dispose of any such prohibited sign, advertisement, billboard, or advertising structure which is placed on any lot and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

13. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot.

14. No lot in the Subdivision shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

15. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or un sanitary sewage being carried into any water body. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto and the Developer.

16. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil or natural gas, shall be erected, maintained or permitted on any building or lot. At no time shall the drilling, usage or operation of any water well be permitted on any lot.

17. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water with backwater.

18. The Developers or any person, firm or corporation operating the golf course in the Subdivision shall not be held liable for any damages to any lot owner, their guests, or their heirs, administrators or assigns resulting from operation of said golf course.

19. Underground utility services shall be available for said lots, no above surface utility wires will be installed outside of any structure. Underground utility service lines shall extend through and under said lots in order to serve any structure thereon, and the above said underground lines and extending 2½ feet to each side of said underground line shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing of said underground facilities by such utility company; and owners of said lots shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees and other obstructions.

V.

SPECIAL RESTRICTIONS

1. In addition to the General Restrictions set forth in IV., above, the following restrictions shall apply to Studio Cabin Lots and Green Belt Lot":

- a. No wall, fence planter, hedge or other improvement or object shall be constructed or permitted nearer than fifteen (15) feet to an exterior lot line bordering the golf course. The zone or area created by such set-back shall be considered as a perpetual easement for the use of the Woodcreek Golf Course. The owner of said "Golf Course Lots" shall not be held responsible or liable for any damages to any person, firm or corporation using said zone or easement created by the fifteen (15) foot set-back, ingress and egress for the installation, inspection, repair, replacing, removing, and general recreational use of the Woodcreek Golf Course covering said fifteen (15) foot zone or easement shall be allowed the Developer or Woodcreek Resort, Inc., and to any party (whether singular or plural) designated by the Developer or Woodcreek Resort, Inc.

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- b. No building shall be located on any "Golf Course Lot" nearer than twenty-five (25) feet from the rear property line bordering the golf course.
- c. The developer Woodcreek Resort, Inc., shall have control over all improvements to be placed in the common areas and certain facilities common to all or part of the lots including, by way of example but not limited to, golf-cart pathways, sewage system, and recreational facilities.
- d. ~~Since zero lot line and/or common wall concepts are anticipated the Committee shall be the sole and prevailing authority regarding wall, fence and building set-back requirements.~~ Such authority shall at all times be consistent and in the best interest for all parties concerned in the Golf Course area.
- e. All Studio Cabin lots in Extension 9A will be required to use the central sewage system. The developer will provide the mains and it will be the responsibility of the lot owner to tap on to said mains. If a lift pump is required, it will be the responsibility of the lot owner to provide his own.

VI.

MAINTENANCE FUND

All lots in said Extension 9A are subject to a monthly maintenance charge of six dollars (\$6.00) per lot for the purpose of creating a fund to be known as "Maintenance Fund" to be paid by the owner of each lot in said addition, payable monthly on the first day of the month, beginning on the first day of the month following the date of the purchase of respective lots provided water has been furnished to the lot in question, otherwise to begin on the date water is made available, said payments to be made to Woodcreek Resort, Inc. which charge may be adjusted from month to month by said Woodcreek Resort, Inc. or its successors or assigns, as the needs of the property may in its judgment require but in no event shall such charge be more than six dollars (\$6.00) per month per lot unless such adjusted increase has been approved by fifty-one percent (51%) of the lot owners in Woodcreek.

The total fund arising from said charge, so far as it may be sufficient, shall be used for the payment of the maintenance expenses incurred for any or all of the following purposes:

Maintenance of streets, in the Subdivision, so long as the streets of Woodcreek Resort, Inc. are private streets. At such time, if ever, that the streets within the boundaries of Woodcreek Resort, Inc. are dedicated as public streets, then the maintenance of the streets within Extension 9A will be the sole responsibility of the lot owners in the Subdivision. The maintenance of paths, parks, parkways and esplanades, including all of the grass and planted area within boundaries of the streets, curbs and parks, furnishing of watchman or patrol service, and doing any other thing necessary or desirable in the opinion of Woodcreek Resort, Inc., to keep the property neat or in good order, or which, in the opinion of Woodcreek Resort, Inc., may be of general benefit to the owners or occupants of the Subdivision.

Such maintenance charge shall be and remain in effect so long as the restrictions hereinabove set out shall remain in effect and the continuation or extension of such restrictions in the manner provided therefor shall automatically extend this maintenance charge.

Any grantee, by accepting a conveyance of any property in said Subdivision agrees and consents to such maintenance charge and to secure the payment of said charge a vendor's lien is restrained against the property so conveyed.

VII.

CENTRAL SEWAGE

All lots in said Extension 9A are subject to a monthly fee of six dollars (\$6.00) per month for the use of the central sewage system. The sewage fee to be paid by the owner of each lot in said Subdivision, payable monthly on the first date of the month beginning the first day of the month following the date of the completion of construction of a house or purchase of a house on respective lots provided the central sewage lines are available, otherwise to begin on the date central sewage lines are made available, said payments to be made to Woodcreek Resort, Inc. which charge may be adjusted from month to month by said Woodcreek Resort, Inc. or its successors or assigns, as the needs of the property may in its judgment require.

Such sewage charge shall be and remain in effect so long as the restriction hereinabove set out shall remain in effect and continuation or extension of such restriction in the manner provided therefor shall automatically extend this sewage charge.

any grantee... agreement of any property...
 agree and consent to such... charge and...
 charge a vendor's lien is retained against the property so conveyed.

VIII.

TRANSFER OF FUNCTIONS OF THE DEVELOPER

The Developer may at any time hereafter cause one or more non-profit corporations to be organized under the laws of the State of Texas for the purpose of exercising all or any of the duties and prerogatives of the Developer hereunder (including the matters relating to "Maintenance Fund"). Any such delegation of authority and duties shall serve to automatically release the Developer from further liability with respect thereto and vest such duties and prerogatives in such non-profit corporations. Any such delegation shall be evidenced by the Developer and the aforesaid non-profit corporations but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an owner of property in the Subdivision, a lienholder, mortgage Deed of Trust beneficiary or any other person.

IX.

AMENDMENTS

Any or all of the covenants herein may be annulled, amended or modified at any time by the recommendation of the Architectural Control Authority, or its successors, and ratified by a vote of two-thirds of the lot owners in Woodcreek. All such lot owners shall be given thirty (30) days notice in writing of any proposed amendment before same is adopted. There shall be no annulment, amendment or modification of these covenants without the prior recommendation of the Architectural Control Authority.

X.

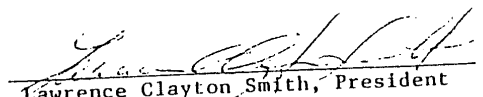
BINDING EFFECT

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and Woodcreek Resort, Inc. and their respective heirs, executors, administrators, successors and assigns.


Executed this _____ day _____

EXECUTED the the 27 day of January, A.D. 1977. 292 : 455

WOODCREEK RESORT, INC.
A Texas Corporation


Lawrence Clayton Smith, President

ATTEST:


H. A. Sanson, Secretary

STATE OF TEXAS }
COUNTY OF HAYS }

COUNTY OF HAYS }

BEFORE ME, the undersigned authority, on this day personally appeared Lawrence Clayton Smith, President of Woodcreek Resort, Inc., 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 the 29th day of January A.D., 1977.



Caroline L. Sefanski
Notary Public in and for Hays



THE STATE OF TEXAS }
COUNTY OF HAYS }

LYDELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument with its Certificate of Authentication, was filed for record in my office on the 27th day of January A.D., 1977 at 4:30 o'clock P.M., and duly recorded on the 28th day of January A.D., 1977 at 10:30 o'clock A.M., in the Book of said County in Book Number 292 Pages 441-456 inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.

Lydell B. Clayton
LYDELL B. CLAYTON, Clerk of the County Court within and for the County By _____ Deputy