

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LEISURE ISLAND

THE STATE OF TEXAS

COUNTY OF BRAZOS

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Brazos County Clerk
Brazos County Courthouse
Bryan, Texas
DEPUTY

FILED

THIS DECLARATION, made on the date herein set forth by LEISURE ISLAND DEVELOPMENT CORPORATION, a Texas corporation, hereinafter called "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in Brazos County, Texas, which is more particularly described by metes and bounds description in Exhibit "A" attached hereto and made a part hereof and to be more specifically described by plat map as Lots 1-14, Block 1, LEISURE ISLAND, Phase I, recorded or to be recorded in the Official Records of Brazos County, Texas. The legal description of the property to be included in the Lots of Leisure Island, Phase I, is attached hereto as Exhibit "A".

WHEREAS, Declarant desires to create thereon a residential community with designated "lots", "Common Properties" and "Common Facilities", as those terms are defined herein, for the benefit of the present and future Owners of said Lots; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of Common Properties and Common Facilities and, to this end, desires to subject the real property described in Exhibit "A" to the covenants, conditions, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the respective benefit of said Properties and each respective Owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency, the LEISURE ISLAND PRESERVATION ASSOCIATION, to which will be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges herein created; and

WHEREAS, Declarant has caused or will cause a certain non-profit corporation to be incorporated under the laws of the State of Texas, for the purpose of exercising the functions aforesaid;

WHEREAS, the Property is located in the Nantucket Subdivision of Brazos County, Texas which has a homeowners association, Nantucket Preservation Association, Inc., which establishes certain rules, covenants and amenities for the Owners of their Property with the Nantucket Subdivision;

WHEREAS, the Property herein will be subject to the rules and regulations established from time to time by Nantucket Preservation Association, Inc. for the use and maintenance of the Nantucket Subdivision as a whole, including the payment of annual dues to Nantucket Preservation Association, Inc. as may be established from time to time:

NOW, THEREFORE, Declarant hereby declares that all of the real properties herein described in Exhibit "A" shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the easements, covenants, restrictions, charges, and liens herein set forth for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Sec. 1.01 "Age-Qualified Occupant" shall mean any person (i) over 50 years of age or older who owns and occupies a house in the subdivision and was the original purchaser of the house from the Declarant, or Kubacak, Inc.; or (ii) 55 years of age or older who occupies a house in the subdivision. The terms "occupy", "occupies", or "occupancy" or any derivative thereof used throughout this Declaration, shall mean staying overnight in a particular house for at least sixty (60) days in the subject calendar year. An "Occupant" shall be any Person who occupies a house in the subdivision.

Sec. 1.02 "Association" shall mean and refer to THE LEISURE ISLAND PRESERVATION ASSOCIATION, INC., its successors and assigns.

Sec. 1.03 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Owner" and "Member" are, and may be used, interchangeably throughout this document.

Sec. 1.04 "Properties" shall mean and refer to that certain real property herein described in Exhibit "A", and such annexations and additions thereto as may be brought within the jurisdiction of the Association.

Sec. 1.05 "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners, which initially shall be the property described on Exhibit "B" attached hereto. The Common Areas are to be owned by the Association. "Common Area" shall refer to any plot of land shown as Common Area upon any such subdivision plat of the Properties.

Sec. 1.06 "Lot" shall mean and refer to any one plot of land created from the Property, which is more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof, and which may be more specifically described as any one of the Lots 1-14, Block 1, LEISURE ISLAND, Phase I, all as described by the plat map recorded or to be recorded in the Deed Records of Brazos County, Texas. "Lot" shall refer to any plot land shown upon any such subdivision plat of the Properties with the exception of the Common Areas and streets.

Sec. 1.07 "Declarant" shall mean and refer to LEISURE ISLAND DEVELOPMENT CORPORATION, and any successors and assigns to whom the rights of Declarant hereunder are, or may be, specifically assigned in writing.

Sec. 1.08 "Member" shall mean and refer to every person or entity who holds membership in the Association.

Sec. 1.09 "Qualified Occupant" shall be any of the following persons occupying a house in the subdivision: (i) any Age-Qualified Occupant; (ii) any Person 19 years of age or older occupying a house in the subdivision with an Age-Qualified Occupant; and (iii) any Person 19 years of age or older who occupied a house in the subdivision with an Age-Qualified Occupant and who continues, without interruption, to occupy the same house in the subdivision after termination of the Age-Qualified Occupant's occupancy thereof.

Sec. 1.10 "Subdivision Association" shall mean Nantucket Preservation Association, Inc.

ARTICLE II

PROPERTY RIGHTS IN THE COMMON AREAS

Sec. 2.01 Owner's Easement of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area, including the Common Area owned or controlled by the Subdivision Association, and the right to joint use with others in the Subdivision for purposes of ingress and egress to their respective Lots the Access Easement described on Exhibit "C" attached hereto, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association or Subdivision Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas;

(b) the right of the Association or Subdivision Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association or Subdivision Association to transfer all or part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) Declarant reserves for the benefit of the Association and their successors and assigns an easement to use the Common Areas.

Sec. 2.02 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Sec. 3.01 Every Owner of a lot which is subject to assessment shall be a member of this Association and the Subdivision Association; provided, however, in the event a house is constructed on more than one Lot, the Owner of such Lots shall only be entitled to one vote, and such Owner will be required to pay assessments on one Lot. The Association does retain the right to charge an additional 12.88% of the portion of the monthly assessment allocated to yard care on a single Lot if a house Owner owns one and one-half Lots to cover the additional cost of yard care for the larger Lot and an additional 25.75% of that portion of monthly assessment allocated for yard care for a single Lot if a house Owner owns two Lots. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Sec. 3.02 The Association shall have two (2) classes of voting membership, which shall be:

Class A. Class A Members shall be Owners, with the exception of the Declarant, and its successors and assignees to whom the right of Class B Membership is expressly assigned in writing. Class A Members shall be entitled to one (1) vote for each house owned or Lot owned as per Sec. 3.01 above. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant and shall be entitled to four (4) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership when the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership.

Sec. 3.03 Each Lot Owner or house owner shall be a member of the Subdivision Association and comply with all the rules, regulations and covenants of the Subdivision Association, including the payment of dues and assessments.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Sec. 4.01 Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot containing a residence owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) monthly assessment or charge for the improvements and maintenance of the Common Areas; and
- (b) special assessments for capital improvements and unanticipated maintenance requirements, such assessments to be established and collected as hereinafter provided; and

(c) the participation assessments or charges, to be collected annually, for the overall maintenance and upkeep of Nantucket Subdivision by the Subdivision Association or Association that, in the future, may be properly incorporated as Non-Profit Preservation Associations within the overall boundaries of Nantucket Subdivision. The monthly, participating, and special assessments, together with interest, costs, and reasonable attorney's fees, shall, to the full extent permitted by law, be a charge on the land and a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them in writing.

Sec. 4.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Areas, and of the homes situated upon the Properties, and to promote the recreation, health, safety and welfare of the Common Areas and Common Facilities located within the bounds of Nantucket.

In the event that the need for maintenance or repair is caused through the willful or negligent action of an Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Sec. 4.03 Maximum Monthly Assessments. Until January 1, 1998, the monthly assessment shall be \$84.05 per Lot per month for a single Lot, \$94.88 for a Lot and one-half, and \$105.70 for a double Lot, subject to the provisions of Sec. 3.01 above. These assessments are in addition to the Subdivision Assessment.

(a) From and after January 1, 1998, the maximum monthly assessment may be increased each year not more than ten percent (10%) above the maximum monthly assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

Sec. 4.04 Special Assessment for Capital Improvements. In addition to the monthly assessment authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repairs or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto; PROVIDED that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Sec. 4.05 Uniform Rate of Assessment. Monthly and special assessments must be fixed at a Uniform Rate for all Lots, provided, that Declarant and Nantucket, Ltd. shall not be required to pay an assessment on any Lot owned by the Declarant.

Sec. 4.06 Notice and Quorum for any Action Authorized under Sections 4.03 and 4.04. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.03 and 4.04 shall be sent to all members not less than fifteen (15) days or more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the vote of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Sec. 4.07 Date of Commencement of Monthly Assessments; Due Dates: The Monthly Assessments provided for herein shall commence as to all Lots (except Lots owned by Declarant and Nantucket Ltd.) on the first day of the month following the conveyance of the Common Areas, and shall continue for each of the months remaining in the calendar year. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (30) days before each January 1st. Written notice of the monthly assessment shall be sent to every Owner subject thereto. The Assessment for each calendar year after the first year shall be due and payable annually to the Association in advance, on or before January 1 of each such subsequent year. Provided, however, that upon the purchase of his Lot (as evidenced by the date of his Deed), each Member shall be obligated to pay to the Association a pro rata part of the applicable percentage (as determined pursuant to the terms hereof) of the regular maintenance charge assessed on such Lot.

Sec. 4.08 Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of his or her Lot.

Sec. 4.09 Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Sec. 4.10 In addition to the fees and assessments charged by the Association, each Lot shall be subject to the fees and assessments charged or levied by the Subdivision Association, which fees or assessments shall be in addition to the Association's fees or assessments; provided, however, the dues or assessments levied by the Subdivision Association may be paid monthly. The rights, membership fees, voting rights, powers and functions of the Subdivision Association shall be governed by and subject to the terms, covenants and conditions set forth in the Covenants and Restrictions for Nantucket Phase II as per the restrictions recorded in Volume 754, Page 397, Official Records of Brazos County, Texas, including the maintenance charges and liens created to assure payment. The building and construction restrictions contained in the Nantucket Phase II restrictions as recorded in Volume 754, Page 397, Official Records of Brazos County, Texas shall not apply to the property described herein. The building and construction restrictions shall be those set forth herein. In the event an Owner constructs a residence on two or more Lots, the Lots shall be treated as one Lot for voting and assessment purposes in the Association except as to yard maintenance as provided in Section 3.01 above and Subdivision Association.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Sec. 5.01 Approval of Plans; Review by Committee. No structure, whether residence, antennas (on a structure or on a Lot), flag poles, house numbers, mail boxes, exterior lighting, landscaping, or any improvements, shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any alteration, addition, repair, change or repainting to the exterior of a structure be made unless and until complete plan, specifications, and site plans thereof, shall have been submitted to, and approved in writing by, the Architectural Control Committee and the Architectural Control Committee for the Subdivision. The submitted plans and specifications shall include, but not be limited to, and shall specify, in such form as the Architectural Control Committee may reasonably require, floor plans, foundation plans (showing minimum finished floor elevations), exterior elevations, detail sheets as may be necessary to properly show any structural, mechanical, electrical and plumbing specialties, and a site plan reflecting the location of the structure plotted horizontally and vertically on the Lot, all property lines, building lines, easements, surrounding structures, the location of driveways, walks, patios, decks, fencing, landscaping, and topography showing the finished grading plan. The specifications shall include, but not be limited to, the nature, kind, shape and color scheme of all exterior materials to be incorporated into the proposed improvements and/or alterations. A copy of such plans and specifications, as finally approved, shall remain and be deposited with the Architectural Control Committee.

Sec. 5.02 Procedures. A written request for approval of plans and specifications shall accompany all items, whether new construction or alterations and additions, and shall outline a timetable for such work to begin, subject to Architectural Control Committee approval. Upon receipt of such request, the Architectural Control Committee shall approve or disapprove all plans and specifications within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action, either approval or disapproval, within the thirty (30) days after submittal to it of the plans and specifications, approval will be presumed, and the provisions of this article will be deemed to have been fully complied with. Provided, however, that the failure of the Architectural Control Committee to approve or disapprove said plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed, or maintained on any Lot in the Properties in any manner inconsistent with any provision of this Declaration. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify requirements for each Lot and shall include, but not be limited to, the following: minimum floor elevations, minimum setbacks; the location and the orientation of structures with respect to garage access, major entry and frontage. The Architectural Control Committee shall also have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole and arbitrary discretion of the Architectural Control Committee, with respect to the design or overall character and aesthetics of the Properties.

Sec. 5.03 Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications (including, without limitation, a limited number of acceptable exterior materials and/or finishes), which shall constitute guidelines only and shall not be binding upon such Architectural Control Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications.

SIDE SET BACKS 7 1/2'
FRONT SET BACK 25'
REAR SET BACK 10'

Sec. 5.04 Mandate. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, alterations, additions, and landscaping on any Lot within the Properties conforms to and harmonizes with the existing surroundings and structures.

Sec. 5.05 Membership of the Architectural Control Committee. The Leisure Island Preservation Association's Architectural Control Committee shall consist of five (5) members, designated initially by Declarant. The initial Committee shall be composed of P. J. Hobson, Robert Arbuckle, Larry Wells, Steven Davis, and Lawrence Kubacak. The Committee may, by a majority vote, designate a representative or representatives to act for them and the term "Architectural Control Committee" as used herein shall refer to the individuals named above, their assignee as permitted herein, or the Committee's designated representative(s). In the event of death or resignation of any member or members of the Architectural Control Committee, the remaining member or members of the Architectural Control Committee shall appoint a successor member or members, and until such successor member or members shall have been appointed, the remaining member or members shall have full right, authority, and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate a representative with like right, authority, and power.

Sec. 5.06 Term of the Architectural Control Committee. Each respective member thereof shall serve for a term of five (5) years from the date hereof. Thereafter, all powers of such committee shall vest in the Board of Directors for the Association, and such Directors may elect to appoint another Committee or resume their powers and responsibilities themselves.

Sec. 5.07 Transfer of Authority to the Association or Subdivision Association. The duties, rights, powers and authority of the Architectural Control Committee constituted hereby may be assigned at any time, at the sole election of a majority of the members of such Committee, to the Board of Directors of the Association or the Board of Directors of the Subdivision Association or the Architectural Control committee for the Subdivision, and from and after the date of such assignment, and the acceptance thereof by such Directors, such Board of Directors of the Association or the Subdivision Association shall have full right, authority, and power, and shall be obligated to perform the functions of such Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

Sec. 5.08 . The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions taken. A majority vote of the Architectural Control Committee is required for approval of proposed improvements or alterations. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any Owner within the Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such request.

ARTICLE VI

CONSTRUCTION REQUIREMENTS

Sec. 6.01 Material Usage. Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on any Lot.

Sec. 6.02 Roofing. All roofing materials shall be fiberglass composition shingles, carrying a "Class A" fire rating, or equal. Other roofing materials and grades of a higher nature or weight shall be considered by the Architectural Control Committee. Roofing color shall also require approval of the Architectural Control Committee.

Sec. 6.03 Garages. Carports may not be used on any Lot within the Properties. Adequate enclosed storage space shall be provided within the garage facility to properly conceal from public view the storage of household belongings and exterior maintenance equipment. Garages constructed on any Lot within the Properties shall have a garage door(s). All garage doors shall be constructed of, or faced with, siding or other similar materials in order that they be harmonious in quality and color with the exterior of the appurtenant dwelling. All garages constructed on any Lot within the Properties shall have, and keep in working order, automatic garage door operators of a quality and nature to properly serve the purpose for which they were designed. All garage doors shall be kept closed when not in specific use.

Sec. 6.04 Driveways and Sidewalks. All driveways and sidewalks constructed on any Lot within the Properties shall be constructed of concrete. Finishes, such as, broom finish, pea gravel, washed rock or warned treatments shall be specified in the plans and specifications when submitted to the Architectural Control Committee. No asphalt driveways or sidewalks shall be allowed on any Lot.

Sec. 6.05 Electrical Service. Declarant shall cause underground electric service at 120/240 volts, single phase, 3-wire only, to be provided to all Lots within the Properties. Adequate and appropriate design considerations shall be given to the screening of electric meters from public view. Furthermore, ease of access for the reading of such meter by the electric utility supplier shall also be given design consideration. The location, height, means of access, and means of screening shall be noted on the plans and specifications upon submittal of such construction documents to the Architectural Control Committee.

Sec. 6.06 Street Lighting. The Architectural Control Committee shall select, or cause to be selected, a standard "fixture", appropriate in design and construction for exterior use, to be used by the Owner of each Lot, at a location approved by the Architectural Control Committee, for the purpose of "street lighting" and "security". No fixture other than the one approved shall be allowed on any Lot within the Properties. The cost of such fixture shall be borne by the Lot Owner at time of construction.

Sec. 6.08 Construction Timing. All exterior construction of a primary residential structure, garage, porches, decks and appurtenances or appendages of every nature, kind, and character on any Lot and all interior construction (including, but not limited to, all electrical, plumbing, and mechanical systems installed, in place, functional and operations, all walls and ceilings in place and covered with paint, wallpaper, paneling, or the like, all cabinets and interior trim and doors installed, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than (1) year following the commencement of construction. For the purpose hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms were set.

ARTICLE VII

COMMON SCHEME RESTRICTIONS

Sec. 7.01 The following restrictions are imposed as a common scheme upon each Lot and all Common Areas for the benefit of each of the Lots and the Common Areas, and may be enforced by any Lot Owner or the Association.

Sec. 7.02 No garbage, refuse, rubbish, trash, cuttings, or trimmings shall be deposited on any street, road, Common Area, or Lot unless placed in a suitable container and in a location designated therefor.

Sec. 7.03 No building materials of any kind or character shall be placed upon any Lot except in connection with construction approved as herein provided. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted to conclusion. Construction trash and debris shall be kept out of all streets and Common Areas, and off of other Lots. All construction trash and debris shall be removed from the Lot upon completion. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

Sec. 7.04 The Owners of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for the storage of materials and equipment except for the construction of improvements thereon as herein provided. The landscape design shall be approved by the Architectural Control Committee, and all plantings must be contained in the flower beds.

Sec. 7.05 The Common Areas shall be used for parks, recreational, social and other purposes directly related to the uses authorized under this Declaration and such Supplementary Declarations as may be filed and shall be restricted to pedestrian and wheel chair use and shall be open for the use of all Members and their guest during reasonable hours, as established by the Board of Directors.

Sec. 7.06 In addition to maintenance upon the Common Areas, the Association shall provide landscape maintenance upon each Lot which is subject to Assessment hereunder as follows: all trees, shrubs, grass and other plantings and landscape improvements that are open to public view. No landscape maintenance shall be performed in private, walled, fenced or otherwise enclosed courtyards or atriums.

ARTICLE VIII

BUILDING AND USE RESTRICTIONS

Sec. 8.01 Single-Family Residential Use. Each Lot shall be used and occupied for single-family residential purposes only. No Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than a private single-family residence for the Owner, his tenant and their families. This limitation specifically prohibits, but without limitation, the use of the Lot for duplex, apartments, garage apartments, or other apartment use of a rental or lease nature. No Lot shall be used or occupied for any business, commercial, trade or professional service purposes, either apart from or in connection with, the use thereof as a private residence, whether for profit or not.

Sec. 8.02 Garages. Each single-family residence situated on a Lot shall have either a garage, either attached or detached, adequate for the storage of not less than one (1) nor more than three (3) automobiles. No garage shall ever be changed, altered, reconstructed, or otherwise converted for any purpose inconsistent with the garaging of automobiles. All owners, their families, tenants, and contract purchasers shall to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

Sec. 8.03 Temporary and Other Structures. No structure of a temporary character, trailer, mobile home, motor home, tent, shack, barn or any other "out-building" structure or building, other than the permanent residence to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved onto, or upon, any Lot or any portion of the Properties from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain such facilities in and upon the Properties as in its sole discretion may be necessary or convenient during the period of, and in connection with, the sale of Lots, construction and selling of residences, and construction of other improvements in and on the Properties. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area or building, signs, portable toilet facilities, and sales office. Declarant and builders shall also have the right to use a residence situated on a Lot as a temporary office and/or model home during the period of and in connection with construction and sales operations in the Properties, but in no event, shall a builder have such right for a period in excess of twelve (12) months from the date of substantial completion of his last residence in the Properties.

Sec. 8.04 Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon any portion of the Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance.

(a) **Vehicles.** No trucks rated more than three-quarters of a ton, motor vehicles not currently licensed, and/or inspected, boats, trailers of any nature, campers, motor or mobile homes or other vehicles of any nature shall be permitted to be parked on any Lot except in a closed garage, or on any street, except passenger cars and trucks rated three-quarters of a ton or less may be parked in the driveway in front of any Lot for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way or Common Area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles or pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed six feet six inches (6'6") in height, or seven feet six inches (7'6") in width, or twenty-one feet (21') in length. No repair work, dismantling, or assembling of motor vehicles, boats, trailers, campers, motor homes, mobile homes or other machinery or equipment shall be done or permitted on any street, driveway, or any portion of the Properties.

(b) No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way or Common Area unless such object is concealed from public view inside a garage or other approved enclosure.

(c) No motor bikes, motorcycles, motor scooters, "go-carts" or other similar vehicles shall be permitted to be operated in the Properties, if, in the sole judgement of the Board of Directors of the Association such operation, by reason of noise or fumes emitted, or by reason or manner of use, shall constitute a nuisance.

(d) The use or discharge of firearms, firecrackers, or other fireworks in the Properties is prohibited.

If a complaint is received about a violation of any part of this section, the Board of Directors of the Association shall be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of subdivision facilities or of a house or houses in the immediate vicinity.

Sec. 8.05 Signs. Except for signs, billboards or other advertising devices displayed by Declarant for so long as Declarant, or any successors or assigns of Declarant to whom the rights of Declarant under this section are expressly transferred, shall own any portion of the Properties, no sign of any kind shall be displayed to the public view on any Lot or any portion of the Properties, except:

(a) Builders may display one (1) sign of not more five (5) square feet on a Lot to advertise the Lot and any residential structures situated thereon for sale during the construction and/or sales period, and

(b) any Owner may display one (1) sign of not more than (5) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent.

Declarant, or its agent, and/or the Association representative, or its agent, governing the subject Lot, shall have the right to remove any sign not complying with the provisions of this Section, and in so doing, shall not be liable and is expressly relieved of any liability for trespass and/or other tort in connection therewith, or arising from such removal.

Sec. 8.06 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or on any portion of the Properties, except that dogs, cats or other common domesticated household pets (not exceeding two (2) adult animals) may be kept, but they shall not be bred or kept for commercial purposes. No "dog runs" or fenced, walled, or otherwise constructed area for the purpose of restricting animals of any kind or nature shall be allowed on any Lot, Common Area, or any parcel of the property. All animals must be "domestic household pets" in nature and must be restrained by leash, chain, or other device so designed for such purpose, at all times that such animal is not confined within the residence proper itself. No animals shall be allowed to "run free", without restraint, at any time.

Sec. 8.07 Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot or from any portion of the Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Sec. 8.08 Garbage and Refuse Storage and Removal. No Lot or part thereof, or any portion of the Properties shall be used or maintained as a dumping grounds for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers, tightly closed, and maintained in a clean and sanitary condition and screened from public view.

Sec. 8.09 Oil and Mining Operations. No oil drilling for development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Common Area on the Properties, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot on the Properties.

Sec. 8.10 Commercial Use. No part of the Properties shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purpose, except Declarant, its successors or assigns, may use the Properties for a model home site, and display and sales office during the construction and sales period.

Sec. 8.11 Appurtenances. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final.

Sec. 8.12 Screening. The drying of clothes in full or partial public view is prohibited.

Sec. 8.13 Division of Lots. No Lot can be reduced in size to create a Lot that is smaller in size than the Lots as originally platted; provided however, a Lot may be combined with one or more adjoining Lots to create a larger Lot or Lots. In the event a Lot is combined with one or more Lots to create a larger Lot or Lots, the larger Lot so created shall be assessed and voted as one Lot for all Association and Subdivision Association votes, dues and assessments.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, such default continuing after ten (10) days' written notice thereof, Declarant, or its successors and assigns, and the Association governing the Lot may, at its sole option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and remove or cause to be removed such grass, weeds, garbage, trash, rubbish, or do any other thing necessary to secure compliance with this Declaration in order to place said Lot in a neat, attractive, healthful, and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase and occupancy of such Lot to pay such statement immediately upon receipt thereof. Failures by Owner or occupant will be treated as a maintenance assessment with all the remedies and penalties as provided in Article IV above.

ARTICLE IX

AGE RESTRICTIONS

Leisure Island Subdivision is intended to provide housing primarily for persons 55 years of age or older. The Properties shall be operated as an age restricted community in compliance with all applicable state and federal laws. No person under 19 years of age shall stay overnight in any house for more than ninety (90) days in any calendar year.

Each house, if occupied, shall be occupied by at least one Person 55 years of age or older; provided, however, that once a house is occupied by an Age-Qualified Occupant, other Qualified Occupants of that house may continue to occupy the house, regardless of the termination of the Age-Qualified Occupant's occupancy. Notwithstanding the above, at all times, at least 80% of the houses within the subdivision shall be occupied by at least one Person 55 years of age or older.

The Association shall establish policies and procedures from time to time as necessary to maintain its status as an age restricted community under state and federal laws. The Association shall provide, or contract for the provision of, those facilities and services designed to meet the physical and social needs of older persons as may be required under such laws or if such requirements become too costly to be met by the Association, the Association may waive this restriction.

ARTICLE X

GENERAL PROVISIONS

Sec. 10.01 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2020. During such initial term, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of all Lots in the Subdivision and properly recorded in the appropriate records of Brazos County, Texas.

Sec. 10.02 Annexation and Participation. Additional residential property and common area may be annexed to the properties covered by this Declaration by Declarant, thereby subjecting such additional land to this Declaration, by filing of record a Supplemental Declaration with respect to such additional property which shall extend the scheme of this Declaration to such property. The Association shall accept same to be owned and managed pursuant to the terms and conditions of this Declaration.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declarant revoke, modify or add to the covenants established by this Declaration within the existing subdivision.

Participation with other such properly established Non-Profit Associations in the overall maintenance and upkeep of the subdivision and/or adjoining subdivisions shall be the responsibility of this Association. Assessments and fees for the overall maintenance and upkeep of Nantucket, whether monthly, special, or participation assessments, shall be included in the annual budget of THE LEISURE ISLAND PRESERVATION ASSOCIATION and shall be honored by this Association when in conjunction with other such Associations, said "overall maintenance and upkeep" budgets are established by all such Associations with the common good and benefit of Nantucket Subdivision as their mutual goal.

Sec. 10.03 Notices. All notices given pursuant to this Declaration must be in writing and may be given or served by depositing the same in the United States mail, addressed to the party to be notified, postpaid, and registered or by delivery of such notice in person to such person. Notices given or served pursuant hereto shall be effective upon receipt by the party to be notified.

Sec. 10.04 Governing Laws. This Declaration and the obligations of the members hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas.

Sec. 10.05 Severability. If any provision of this Declaration or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Declaration and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Sec. 10.06 Terminology. All personal pronouns used in this Declaration, whether used in the masculine, feminine, or neuter gender, shall include all of the other genders; the singular shall include the plural, and vice versa. Titles to Articles and Sections are for convenience only, and neither limit nor amplify the provisions of this Declaration.

Sec. 10.07 Enforcement. The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, covenants, conditions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein shall in no way or event be deemed a waiver of the right to do so thereafter.

Sec. 10.08 Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws of the Association, and Declaration of Covenants, Conditions and Restrictions shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

Sec. 10.09 Binding Effect. These restrictions shall be binding on the parties hereto and their heirs and assigns.

ARTICLE XI

RATIFICATION OF PLAT

By the execution of this Declaration of Covenants, Conditions and Restrictions for Leisure Island, the undersigned Lot Owners authorize, empower and appoint the Declarant as their agent and attorney-in-fact to ratify and file the plat of Leisure Island Phase I with the County Clerk of Brazos County, Texas, and each Lot Owner hereby ratifies such plat.

ARTICLE XII

ACKNOWLEDGMENT OF NO POOL OR ACTIVITY CENTER

Each Lot Owner hereby acknowledges and agrees that the construction of a swimming pool and activity center was initially being considered as a proposed project to be constructed by the Declarant and/or the Association; however, all Lot Owners are in agreement that the construction of such facilities would result in an increase in the Association's assessments and would not be in the best interest of the Subdivision, the Lot Owners or the Association.

IN WITNESS WHEREOF, we have hereto set our hands, this the 10th day of December, 1997.

LEISURE ISLAND DEVELOPMENT
CORPORATION

By: Phyllis Jeanne Hobson
PHYLLIS JEANNE HOBSON, President

APPROVED AND RATIFIED BY THE
FOLLOWING:

Domingo Munoz
DOMINGO MUNOZ

Miguel Munoz
MIQUELA MUNOZ

Charles W. Boyd
CHARLES W. BOYD

Patsy J. Boyd
PATSY J. BOYD

Wesley W. Reese
WESLEY W. REESE

Lona Reese
LONA REESE

Emily Zolin
EMILY ZOLIN

Olive L. Paden
OLIVE L. PADEN

Mary J. King
MARY J. KING

KUBACAK, INC.

By: Lawrence D. Kuback
Name: Lawrence D. Kuback
Title: Pres

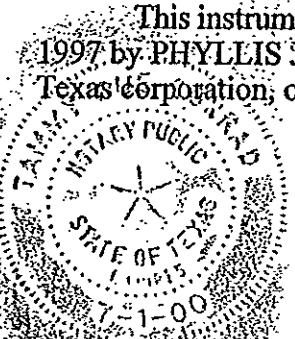
THE STATE OF TEXAS

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COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 3rd day of September, 1997 by PHYLLIS JEANNE HOBSON, President of Leisure Island Development Corporation, a Texas corporation, on behalf of said corporation.

Tammy S. Comrad
Notary Public, State of Texas
My Commission Expires: 7-1-00



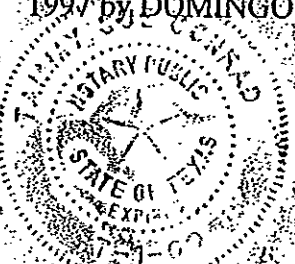
THE STATE OF TEXAS

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COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 7th day of November, 1997 by DOMINGO MUNOZ.

Tammy S. Comrad
Notary Public, State of Texas
My Commission Expires: 7-1-00



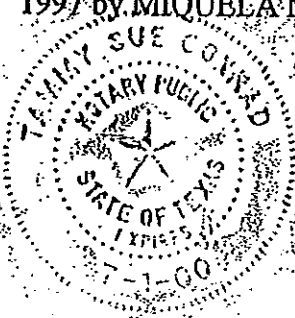
THE STATE OF TEXAS

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COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 7th day of November, 1997 by MIQUELA MUNOZ.

Tammy S. Comrad
Notary Public, State of Texas
My Commission Expires: 7-1-00

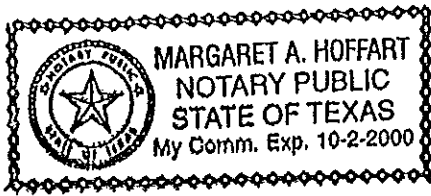


THE STATE OF TEXAS

COUNTY OF BRAZOS

Montgomery

This instrument was acknowledged before me on this the 2 day of December, 1997 by CHARLES W. BOYD.



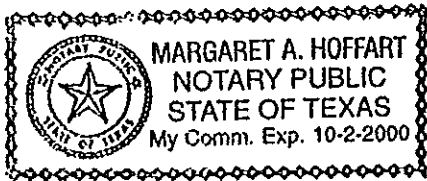
Margaret A. Hoffart
Notary Public, State of Texas
My Commission Expires: 10-2-2000

THE STATE OF TEXAS

COUNTY OF BRAZOS

Montgomery

This instrument was acknowledged before me on this the 4 day of December, 1997 by PATSY J. BOYD.

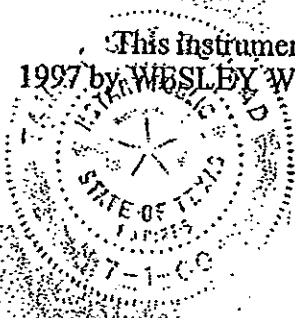


Margaret A. Hoffart
Notary Public, State of Texas
My Commission Expires: 10-2-2000

THE STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 3rd day of September, 1997 by WESLEY W. REESE.

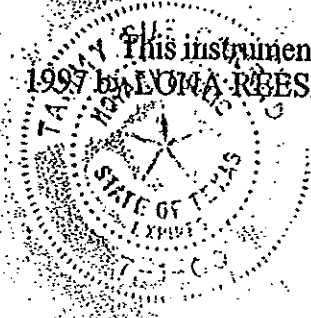


James J. Comrad
Notary Public, State of Texas
My Commission Expires: 7-1-00

THE STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 3 day of September, 1997 by LOMA REESE.



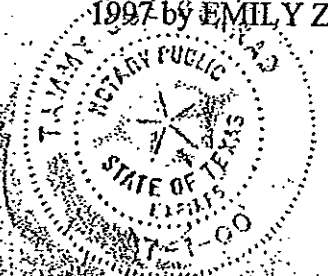
James J. Comrad
Notary Public, State of Texas
My Commission Expires: 7-1-00

THE STATE OF TEXAS

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COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 12th day of September, 1997 by EMILY ZOLIN.



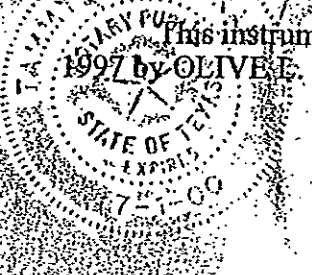
Tammey S. Conrad
Notary Public, State of Texas
My Commission Expires: 7-1-00

THE STATE OF TEXAS

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COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 14th day of September, 1997 by OLIVE E. PADEN.



Tammey S. Conrad
Notary Public, State of Texas
My Commission Expires: 7-1-00

THE STATE OF TEXAS

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COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 22nd day of September, 1997 by MARY J. KING.



Tammey S. Conrad
Notary Public, State of Texas
My Commission Expires: 7-1-00

THE STATE OF TEXAS

COUNTY OF BRAZOS

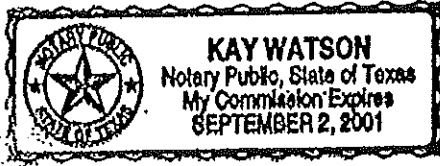
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This instrument was acknowledged before me on this the 10th day of December, 1997 by LAWRENCE KUBACAK, President of Kubacak, Inc., a Texas corporation, on behalf of said corporation.

Kay Watson

Notary Public, State of Texas

My Commission Expires: _____



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STATE OF TEXAS

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COUNTY OF BRAZOS

WHEREAS, on or about the 10th day of December, 1997, LEISURE ISLAND DEVELOPMENT GROUP, et al filed of record certain Declaration of Covenants, Conditions and Restrictions for Leisure Island (Declarations); and

WHEREAS, such Declarations are of record in Volume 3030, Page 225, Official Records of Brazos County, Texas; and

WHEREAS, under Article I, Section 1.01, "Age-Qualified Occupant" provides that a person must be (i) over 50 years of age or older who owns and occupies a house in the subdivision and was the original purchaser of the house from the Declarant, or Kubacak, Inc.; or (ii) 55 years of age or older who occupies a house in the subdivision"; and

WHEREAS, all the residents of said subdivision desire to modify, change, and amend Section 1.01 of the Declarations to change the reference to 50 years of age and 55 years of age to read 45 years of age.

NOW, FOR AND IN CONSIDERATION of the mutual agreements and covenants herein contained, all the parties hereto do hereby agree as follows:

1. That Section 1.01 of the Declarations shall be modified by changing any reference to 50 or 55 years of age to read 45 years of age.
2. That all restrictions concerning a Qualified Occupant as set forth in Section 1.09 of the Declarations shall remain as originally written.
3. All other terms and conditions of said Declarations not expressly modified herein shall remain in full force and effect.

WITNESS our hand effective the 23rd day of May, 2000.

LEISURE ISLAND DEVELOPMENT CORPORATION dba LEISURE ISLAND DEVELOPMENT GROUP

By:

Phyllis Jeanne Hobson
PHYLLIS JEANNE HOBSON, President

EXHIBIT 2

Domingo Munoz
DOMINGO MUNOZ

Miquela Munoz
MIQUELA MUNOZ

Charles W. Boyd
CHARLES W. BOYD

Patsy J. Boyd
PATSY J. BOYD

Charles Slisher
CHARLES SLISHER

Jane Slisher
JANE SLISHER

Emily Zolin
EMILY ZOLIN

Olive Padon
OLIVE PADEN

Kevin Brown
KEVIN BROWN

Marilynn Brown
MARILYNN BROWN

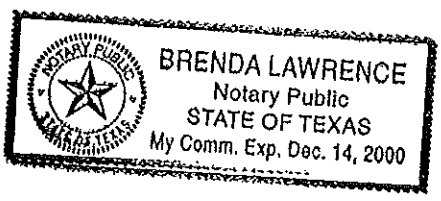
Lawrence Kubacak
LAWRENCE KUBACAK

RECORDS SECTION

Jeanne Kubacak
JEANNE KUBACAK

THE STATE OF TEXAS §
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COUNTY OF BRAZOS §

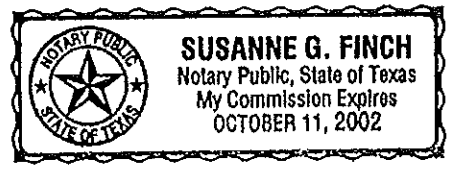
This instrument was acknowledged before me on this the 24 day of May, 2000, by PHYLLIS JEANNE HOBSON, President of LEISURE ISLAND DEVELOPMENT CORPORATION, a Texas corporation dba LEISURE ISLAND DEVELOPMENT GROUP, on behalf of said corporation.



Brenda Lawrence
Notary Public, State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §
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COUNTY OF BRAZOS §

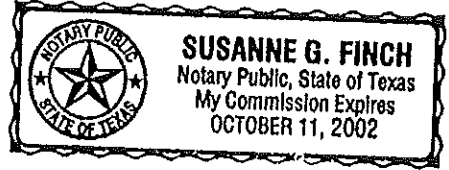
This instrument was acknowledged before me on this the 25 day of May, 2000, by DOMINGO MUNOZ.



Susanne G. Finch
Notary Public, State of Texas
My Commission Expires: 10-11-2002

THE STATE OF TEXAS §
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COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 25 day of May, 2000 by MIQUELA MUNOZ.

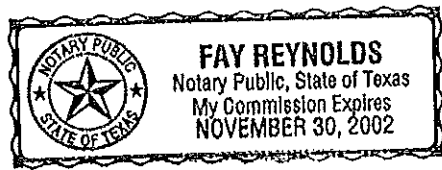


Susanne G. Finch
Notary Public, State of Texas
My Commission Expires: 10-11-2002

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THE STATE OF TEXAS §
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COUNTY OF BRAZOS §

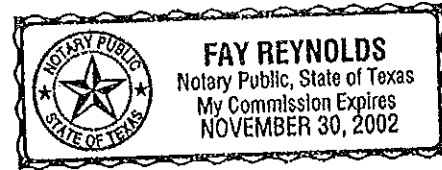
This instrument was acknowledged before me on this the 25th day of May, 2000, by CHARLES W. BOYD.



Fay Reynolds
Notary Public, State of Texas
My Commission Expires: Nov. 30, 2002

THE STATE OF TEXAS §
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COUNTY OF BRAZOS §

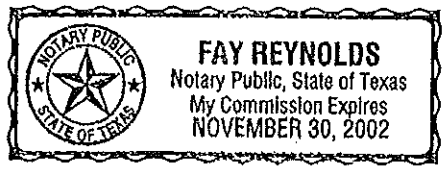
This instrument was acknowledged before me on this the 25th day of May, 2000, by PATSY J. BOYD.



Fay Reynolds
Notary Public, State of Texas
My Commission Expires: Nov. 30, 2002

THE STATE OF TEXAS §
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COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 25th day of May, 2000, by CHARLES SLISHER.

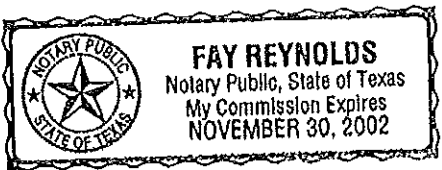


Fay Reynolds
Notary Public, State of Texas
My Commission Expires: Nov. 30, 2002

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THE STATE OF TEXAS §
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COUNTY OF BRAZOS §

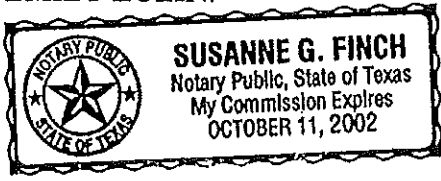
This instrument was acknowledged before me on this the 25th day of May, 2000, by JANE SLISHER.



Fay Reynolds
Notary Public, State of Texas
My Commission Expires Nov. 30, 2002

THE STATE OF TEXAS §
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COUNTY OF BRAZOS §

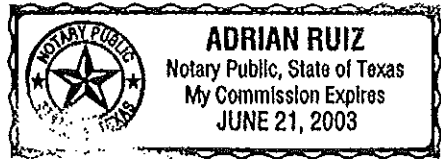
This instrument was acknowledged before me on this the 24 day of May, 2000, by EMILY ZOLIN.



Susanne G. Finch
Notary Public, State of Texas
My Commission Expires: 10-11-2002

THE STATE OF TEXAS §
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COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 25th day of May, 2000, by OLIVE L. PADEN.

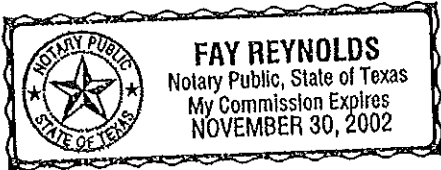


Adrian Ruiz
Notary Public, State of Texas
My Commission Expires: 6-21-2003

0716833

THE STATE OF TEXAS §
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COUNTY OF BRAZOS §

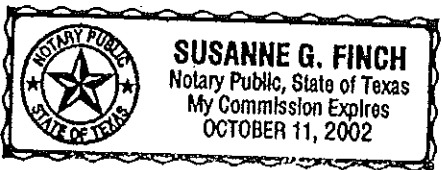
This instrument was acknowledged before me on this the 26th day of May, 2000, by KEVIN BROWN.



Fay Reynolds
Notary Public, State of Texas
My Commission Expires: Nov. 31, 2002

THE STATE OF TEXAS §
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COUNTY OF BRAZOS §

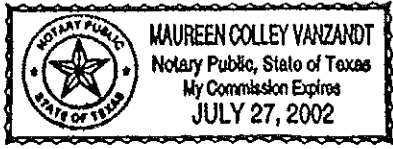
This instrument was acknowledged before me on this the 26 day of May, 2000, by MARILYNN BROWN.



Susanne G. Finch
Notary Public, State of Texas
My Commission Expires: 10.11.2002

THE STATE OF TEXAS §
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COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 26TH day of MAY, 2000 by LAWRENCE KUBACAK.



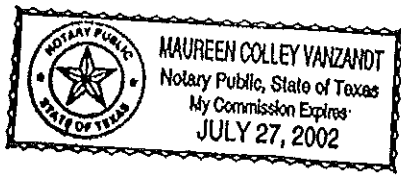
Maureen Colley VanZandt
Notary Public, State of Texas
My Commission Expires: 7-27-2002

0716833

THE STATE OF TEXAS §
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COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 26TH day of MAY, 2000, by JEANNE KUBACAK.

Maureen Colley VanZandt
Notary Public, State of Texas
My Commission Expires: 7-27-2002



Filed for Record in:
BRAZOS COUNTY,
On: May 30, 2000 at 04:11PM
As a
Recordings
Document Number: 0716833
Amount 18.00
Receipt Number - 152520
By,
Barbara Johnson

STATE OF TEXAS COUNTY OF
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
BRAZOS COUNTY,
as stamped hereon by me.

May 30, 2000

HONORABLE MARY ANN WARD, COUNTY CLERK
BRAZOS COUNTY,