

900
400
1.00

returns:

WESTERN TITLE COMPANY
4416 74th
SUITE 86
LUBBOCK, TEXAS 79424

VOL 5028 PAGE 187

**RENAISSANCE PARK
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
35226**

Lots 1 through 41, Renaissance Park, an Addition to the City of Lubbock, a replat of Lots 17-32, Block 14, and Lots 1-32, Block 15, Westover Heights Addition to the City of Lubbock, Lubbock County, Texas.

This Declaration of Covenants, Conditions, Restrictions and Easements is made this 29 day of NOV., 1995, at Lubbock, Texas, by McDOUGAL CONSTRUCTION, L.C., ("Developer"), 7008 Salem Avenue, Lubbock, Texas 79424.

RECITALS:

McDougal Construction, L.C. is the sole owner of Lots 1 through 41, inclusive, of the Renaissance Park Addition, an Addition to the City of Lubbock, Lubbock County, Texas, platted and dedicated by Dedication Deed and Plat recorded in Volume ____, Page ____, Real Property Records of Lubbock County, Texas ("Renaissance Park"). In order to provide for an orderly development of Renaissance Park, Developer hereby imposes upon each of said Lots the following Covenants, Conditions, Restrictions and Easements:

1. DEFINITIONS

As used in this instrument the following terms have the meanings ascribed to them.

Developer means McDougal Construction, L.C., 7008 Salem Avenue, Lubbock, Texas 79424.

Renaissance Park, sometimes referred to herein as the "Addition", means Renaissance Park Addition, an Addition to the City of Lubbock, Lubbock County, Texas, platted and dedicated by Dedication Deed and Plat recorded in Volume 4934 Page 83, Real Property Records, Lubbock County, Texas.

Restrictions means and includes the Covenants, Conditions, Restrictions and Easements imposed by this document.

Plat means the plat of Renaissance Park attached to the Dedication Deed recorded in Volume ____, Page ____, Real Property Records of Lubbock County, Texas.

Lot means a numbered lot of Lots 1 through 41, inclusive, of Renaissance Park, as shown on the Plat.

Lots means the plural of Lot.

Owner means a person or entity who holds record title in fee to one or more Lots, or record title to a fee interest in one or more Lots. Owner does not include persons or entities who hold an interest in a Lot for the purpose of securing the performance of an obligation, who hold easement rights, or who hold any other interest in a Lot or Lots which is not a fee interest.

Association means the Renaissance Park Homeowner's Association, and its successors and assigns.

Member means the Owner of record, whether one or more persons or entities, of fee title to a Lot, who by virtue of Lot ownership automatically becomes a member of the Association.

Members means the plural of Member.

Common Area means the land and improvements designated herein by Developer on the plat attached as Exhibit "A" and incorporated herein by this reference, which is to be maintained, operated and used by the Association for the benefit of its Members.

Dwelling means a detached house to be used for single family residential use only.

Outbuildings means garages, storage gazebos, children's playhouses, pool houses and shelter houses or game rooms of a like nature, all of which are to be used for the convenience and enjoyment of the family occupying the Dwelling.

Masonry or Brick Veneer means face brick or natural stone only, and does not include concrete block, cinder block, or stucco. *Cementitious, synthetic stucco's*

Zero Lot Line Dwelling means a Dwelling located on a Lot with one of its exterior walls adjacent to one of the side boundary lines of the Lot, so that little or no side yard exists on the side of the Dwelling located adjacent to the side boundary line.

Zero Side means the side of a Zero Lot Line Dwelling which is located adjacent to one of the side boundary lines of the Lot.

2. BINDING EFFECT OF THESE RESTRICTIONS

The Restrictions imposed by this instrument are intended to run with the land and bind ~~the current owner and all subsequent owners and holders of any Lot or any interest in any Lot.~~ The recording of this instrument in the public records of the office of the County Clerk of Lubbock County, Texas shall place all primary and subsequent purchasers of any Lots, and all persons or entities holding or acquiring an interest in any Lot, on due notice of the full contents of this instrument, and when reference is made to the public record in contracts of sale, deeds and other legal instruments transferring title to any Lot, or any interest therein, the Restrictions contained herein shall in all respects become a part of such contracts of sale, deeds and other legal instruments. These Restrictions shall be enforceable and limited as hereinafter stated.

3. LAND USE AND BUILDING TYPE

All Lots must be used for residential purposes only. No building or structure may be constructed, erected, altered, placed or permitted to remain on any Lot except one detached single family Dwelling not to exceed two stories in height, and the Outbuildings used in connection therewith. Each Dwelling must have at least a two car garage, which must be attached to the Dwelling, and must be constructed so that entry to the garages will be at the rear of the main Dwelling. No carports, detached garages, or single car garages may be permitted on any Lot. In no event may any Dwelling provide for the garage to face the street which the Dwelling faces, or provide for entry to the garage from the street which the Dwelling faces, or provide for entry from a side street in case of corner Lots. Outbuildings and garages must have the same type roof, be constructed of the same type materials and have the same type exterior as the Dwelling. No Outbuilding may be taller than eight feet (8') at its highest point.

~~Each Dwelling and attached garage must be constructed so that at least seventy-five~~
percent (75%) of the total area of the exterior walls on all sides of the first floor, exclusive of door and window area, will be of Masonry or Brick Veneer. The exterior walls of the second floor of two story Dwellings must be either of the same type materials as used on the exterior walls of the first floor, or of wood materials, or a combination thereof. No asbestos, aluminum or other type metal siding may be used on the exterior walls of any Dwelling, either first or second floor, or on the exterior walls of any Outbuilding. All roofs of all Dwellings must be covered with either wood shingles (including wood-shake shingles) slate, clay tile, or three

dimensional class A Architectural composition shingles with a minimum 35 year guarantee and a weight of not less than 350 pounds per square.

4. ZERO LOT LINE DWELLINGS ON LOTS 1 THROUGH 28

All Dwellings constructed on Lots 1 through 28 must be Zero Lot Line Houses, and must comply with the following requirements:

a. All Dwellings constructed on Lots 1 through 28 must contain a minimum of 2,400 square feet of floor space, exclusive of garages and porches. All split-level or two-story Dwellings must contain a minimum of 1,600 square feet of floor space, exclusive of garages and porches, on the ground floor level, and must contain a total of at least 2,400 square feet of floor space. If a Dwelling is constructed with a finished basement, no more than ten percent (10%) of the minimum required square footage of floor space for that Dwelling may be considered as ~~basement contribution to the total square footage requirement. This is not intended to limit the~~ size of the basement but to keep the visible Dwelling at ground level consistent with the intent of the overall Restrictions.

b. Each Dwelling must be located upon its respective Lot to face the street upon which the Lot faces.

c. The Zero Side of each Dwelling must be constructed adjacent to the North boundary line of the Lot on which the Dwelling is located, except that Dwellings constructed on Lots 1, 8, 9, 16, 17, 24 and 25, must be set back ten feet (10') from both the North and South boundary lines of these Lots.

d. No Outbuilding or other structure may be erected on the North ten feet (10') of Lots 1, 8, 9, 16, 17, 24 and 25, which is hereby impressed with an easement to be used for the installation of utilities.

e. No part of any Dwelling or Outbuilding may be located closer than fifteen feet (15') to the front boundary line of the Lot upon which the structure is located. No part of any Dwelling may be located closer than ten feet (10') to the South boundary line of the Lot upon which the Dwelling is located, or closer to the rear boundary line of the Lot than is permitted by City of Lubbock Zoning Ordinance. No garage may be located closer than twenty feet (20') to the rear boundary line of the Lot upon which it is located, and no Outbuilding may be located closer than five feet (5') to the South boundary line of the Lot upon which it is located. For purposes of the set back line Restrictions contained in this paragraph, eaves and steps are not to be considered as part of the Dwelling, porches are to be considered as part of the Dwelling, and notwithstanding the foregoing provisions of this paragraph, fireplace chimneys and bay windows may penetrate set back areas up to three feet (3'), and second floor cantilevered porches may penetrate set back areas up to five feet (5').

f. The wall of the Zero Side of Dwellings located on Lots 1, 8, 9, 16, 17, 24 and 25, must be constructed of Masonry or Brick Veneer, but such walls, which must be set back ten feet (10') from the North boundary line of the Lot, may be constructed with conventional door and window openings. The wall of the Zero Side of all Dwellings located on the remainder of Lots 1 through 28 must be constructed of Masonry or Brick Veneer, except that a maximum of sixteen (16) square feet of obscure glass block may be used if placed no lower than five feet (5') above the slab.

g. The roof overhang on the Zero Side of all Dwellings located on Lots 1 through 28 may not exceed 24 inches and must be guttered with downspouts at the East and West ends.

h. Vents and exhausts may penetrate the wall of the Zero Side of Dwellings located on Lots 1, 8, 9, 16, 17, 24, and 25; vents and exhausts may not penetrate the wall of the Zero Side of Dwellings located on the remainder of Lots 1 through 28.

i. A masonry fence at least six feet (6') in height must be constructed on the North boundary lines of Lots 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 23, 26, 27 and 28; such fence shall extend along the North boundary line from the rear of the Dwelling to the rear boundary line of the Lot. Dwellings adjacent to 5th Street, located on Lots 4, 5, 12, 13, 20, 21 and 28, may require screening fences on the South side of the Dwelling; if so, the fence must be constructed of Masonry or Brick Veneer to match the Dwelling, or of masonry

pilasters on 8 foot centers with cedar pickets between, and may not exceed six feet (6') in height. No screening fence on the North side of Lots 1, 8, 9, 16, 17, 24 and 25 is required because of the existing seven foot (7') masonry wall.

j. The South five feet (S 5') of each of Lots 1 through 28 is hereby impressed with a surface access easement for the use and benefit of the owner of the Dwelling located on the Lot which adjoins the easement on the South. The sole purpose of the easement is to provide access for the repair and maintenance of the improvements located on the adjoining Lot. The South two feet (S 2') of each of Lots 1 through 28 is also hereby impressed with an aerial eave overhang easement for the benefit of the owner of the Dwelling located on the Lot which adjoins the easement on the South.

5. DWELLINGS CONSTRUCTED ON LOTS 29 THROUGH 41

~~Dwellings constructed on Lots 29 through 41 must be single family detached Dwellings~~
and must comply with the following requirements:

a. All Dwellings constructed on Lots 29 through 41 must contain a minimum of 3,200 square feet of floor space, exclusive of garages and porches. All split-level or two-story Dwellings must contain a minimum of 2,200 square feet of floor space, exclusive of garages and porches, on the ground floor level, and must contain a total of at least 3,200 square feet of floor space. If a Dwelling is constructed with a finished basement, no more than ten percent (10%)

of the minimum required square footage of floor space for that Dwelling may be considered as basement contribution to the total square footage requirement. This is not intended to limit the size of the basement but to keep the visible Dwelling at ground level consistent within the intent of the overall Restrictions.

b. Each Dwelling must be located upon its respective Lot to face the street upon which the Lot faces.

c. No part of any Dwelling or Outbuilding may be located closer than twenty-five feet (25') to the front boundary line of the Lot upon which the structure is located, or closer to the rear boundary line of the Lot than is permitted by City of Lubbock Zoning Ordinance, or closer than five (5) feet to any side boundary line; except that on corner Lots no part of any Dwelling or Outbuilding, may be located closer than ten feet (10') to the Lot line on the street side. For purposes of the set back line Restrictions contained in this paragraph eaves and steps are not to be considered as a part of the Dwelling, porches are to be considered as a part of the Dwelling, and notwithstanding the foregoing provisions of this paragraph, fireplace chimneys and bay winds may penetrate set back areas up to three feet (3') and second floor cantilevered porches may penetrate set back areas up to five feet (5').

6. RESIDENCE USE

No basement, (unless part of the main dwelling), garage, trailer, shack, barn, structure of a temporary nature or outbuilding constructed, erected or existing on any Lot of the Addition, may ever be used as a residence.

7. ARCHITECTURAL REVIEW

a. No Dwelling, Outbuilding or fence may be constructed, erected or altered on any Lot until the building plans and specifications for the proposed project have been approved by the Developer. In reviewing the building plans and specifications, the Developer shall consider the overall suitability and architecture of the proposed project for the Addition, the structural soundness of the proposed building materials and, especially, the architectural and aesthetic qualities of the proposed building materials. The requirements of this paragraph apply to initial construction and to subsequent alterations, changes and additions. In no case may the Developer unreasonably withhold approval of proposed improvements.

b. The plans and specifications submitted to Developer for approval must include the following information and exhibits:

- (1) Site Plan showing setbacks, walks, drives, fences and walls;
drainage plan showing how water will be removed from the

perimeter of the house; and plat or drawing showing location of all Outbuildings.

- (2) Floor Plan showing exterior wall treatment and materials to be used, and stating the square feet of living floor area.
- (3) Drawings showing the exterior elevations of all sides of the Dwelling, Outbuilding or fence; the pitch and type of roof and roofing material; details of walks, driveways and/or fences.
- (4) Specifications and construction details may be separate or written on the plans, but such specifications and details must state the description and type of materials to be used on the roof and exterior walls of the Dwelling or Outbuilding, as well as the color of the brick and roofing material.

8. LANDSCAPING

a. All Lots upon which Dwellings are constructed must be landscaped with at least two (2) trees, planted and maintained alive within the front setback area of the Lot. Such trees must be planted within a reasonable time, and in any event within six (6) months, following the date of original occupancy of the Dwelling. At the time of planting such trees must be at least three and one-half inches (3 1/2") in Caliper measured one foot (1') above the ground level of the tree.

b. All front yards must be of grass with the exception of flower beds. All front yards must be irrigated with a sprinkler system.

c. If a hedge, shrub, tree, flower or other plant is planted, or subsequently grows, so that it encroaches upon an adjoining Lot, that part which creates the encroachment must be removed upon request of the owner of the adjoining Lot.

d. All sidewalks paralleling the front street, installed on Lots 1 through 41, must be five feet (5') in width and must abut the curb (curb-backed). No curb cuts may be made to allow off street parking in the front yard of any Lot.

9. FENCES, SCREENING WALLS, HEDGES

a. No fence, screening wall or hedge may be placed on any Lot closer to the front street than is permitted for the Dwelling located on that Lot, and no fence, screening wall or hedge may be placed on any part of any Lot which is more than seven feet (7') in height. No wire or woven fence may be placed on any Lot. Fences, walls and hedges may be constructed along side streets, but must be constructed inside the Lot lines adjacent to the side street, and may not be located closer to the front street than the front wall of the Dwelling located on that Lot. All fences adjacent to side streets must be constructed of Masonry or Brick Veneer to match the Dwelling, or of masonry pilasters on eight foot (8') centers with cedar pickets between, not to exceed seven (7') in height.

b. Wood fences may not be painted, but this restriction is not intended to exclude the use of natural wood preservatives.

10. PROHIBITED USE OF PREMISES

No home beauty shops or home barber shops, no flower shops, and no automotive or mechanical repair shops of any kind may be allowed on any Lot. Further, no occupations of any kind may be allowed which require any structural alterations in any Dwelling or room on the premises, or require the installation of machinery or equipment other than customary to normal household operation, or require stock and trade being kept and sold on the premises, or require exterior storage of equipment or materials. Any such occupations or activities shall be considered as a noxious or offensive trade, and a nuisance.

11. ANTENNA

No radio, television, or other aerial antenna may be installed on any Lot which is visible from a front or side street, or which extends to a height higher than the highest point of the roof of the Dwelling on which the antenna is located, and no antenna may ever be erected or maintained on any Lot which has not been improved with a Dwelling. Satellite receivers or devices performing a like or similar function may not be installed on any Lot unless concealed from the view of the occupants of all neighboring Lots.

12. NUISANCES

No noxious or offensive activity may be carried on upon any Lot, nor may anything be done on any Lot which becomes an annoyance or nuisance to the neighborhood.

13. PRECONSTRUCTION

No Dwelling, or Outbuilding, or any preconstructed part of any Dwelling or Outbuilding, may be moved from outside the Addition onto any Lot.

14. SIGNS

No sign of any kind may be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the property for sale or for rent, or signs used by the Developer to advertise the property during the construction and sales period.

15. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, or quarrying or mining operations of any kind may be permitted upon or in any Lot, nor may oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure

designed for use in boring for oil and natural gas may be erected, maintained or permitted upon any Lot.

16. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind may be raised, bred or kept on any Lot, except usual household pets numbering no more than two (2).

17. GARAGE AND REFUSE DISPOSAL

No Lot may be used and maintained as a dumping ground for rubbish, trash, garbage, surplus oil, rocks or other waste.

18. STORAGE OF TRAILERS AND VEHICLES

No boats, trailers, motor homes, camping vans and other recreational vehicles of any type may ever be parked, stored or kept on any portion of any Lot. Any such vehicle parked, stored, or kept on any Lot in violation of this provision shall be deemed to constitute a nuisance.

19. RESUBDIVIDING

No Lot may ever be resubdivided into Lots small than the smallest or narrower than the narrowest Lot shown on the recorded plat of the herein described Lots, except that a building site may be assembled from two or more whole Lots in which event the total size and width of the building site must be at least equal to the smallest and narrowest Lot shown on said plat.

20. UTILITIES

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. All public or private utilities and service connections, including but not limited to gas, water, electricity, telephone, cable television systems, or any poles, wires, cables, conduits, or pipes used in connection therewith, located in any of the street, alleys, or upon any portion of the Addition, as shown on the Plat of the Addition, shall be underground; except that the telephone and electric service poles now existing in the South alley running parallel to 5th Street and in the ten foot (10') easement adjacent to 4th Street may remain above ground, and fire plugs, gas meters, supply pressure regulators, electric service pedestals, pad-mount transformers, and street lights may be located above ground only to the extent necessary to furnish the service required by the use of any such utility. In no event may any pole, other than street light poles and the existing telephone and electric service poles mentioned above, extend above ground, and no wires or transmission lines to or from such street light poles may extend above the ground.

21. HOME OWNER'S ASSOCIATION

A Home Owner's Association must be formed within six (6) months after the plat has been recorded and Developer has completed paving the streets of the Addition and installing underground utilities to each Lot. The Association must be incorporated as a non-profit corporation. Each Owner will automatically become a Member of the Association upon becoming an Owner of a Lot or Lots in the Addition. Persons or entities who are not Owners may not become Members. Membership may be transferred only from one Member-Owner to another through the conveyance of a Lot. Once a member ceases to be an Owner, such Member is no longer entitled to membership in the Association. For purposes of voting, one vote, and only one vote, per Lot may be allowed, regardless of the number of Owners of a particular Lot, and regardless of the number of Lots any Owner may own.

Upon the incorporation of the Association, the Association shall adopt a set of bylaws for operation.

The Association may enforce these Restrictions and shall adopt rules and regulations for such enforcement. The rules and regulations to be adopted must include the rights to:

- a. Assess and collect from the Owners its pro-rata share of the ad valorem taxes due on the Common Area. Such assessed amount shall reflect the Owner's pro-rata share of ownership in the Common Area and the number of months the Owner has owned a Lot in the Addition for the current year's taxes.

b. Assess and collect the initial annual maintenance and operation fee of \$100 per Lot from each Owner. Thereafter, the Association may change the maintenance and operation assessment by simple majority vote of the Members.

c. Maintain the Common Area in a state of high quality and good repair.

d. Manage the use of the Common Area in a manner which provides for the highest standards of safety and enjoyment of the Common Area for the majority of the Owners.

e. Collect interest at the rate of ten percent (10.00%) per annum until paid on any Association assessment due from any Owner when the assessment is more than thirty (30) days past due.

f. Purchase and keep in full force and effect at all times liability insurance for the Association which covers personal injury and property damage occurring on the Common Area, easements and paved roadways.

g. Assess and collect from each Owner an annual assessment fee to pay for the liability insurance described in paragraph 20f above. The assessment shall be calculated by dividing the insurance premium by 41. Each Owner must pay as its assessed amount, the amount arrived at from the calculation in the foregoing sentence multiplied by the number of Lots owned by the Owner.

22. DEVELOPER'S RIGHT TO CHANGE

Notwithstanding other provisions of this instrument, Developer reserves the right to change, amend, modify or revoke, in whole or in part, the Restrictions contained herein without

the consent of the owner or owners of any or all of the herein described Lots, or the owner or owners of any interest therein, if Developer in its sole discretion deems such action necessary to relieve hardship or achieve good architectural planning. This right reserved to Developer shall be a continuing right until Developer has sold and conveyed all of the Lots. Notwithstanding the provisions of paragraphs 4, 5 and 19 herein, Developer also reserves the right to redivide and re-plat any of the property shown on the Plat, if then owned by Developer, and to reduce by up to 10% the square footage requirements set forth herein. A sale to another company, corporation, partnership, joint venture, Trust or other business entity in which Developer is a participant shall not be considered a sale and conveyance for the purpose of terminating Developer's rights reserved in this paragraph.

23. TERMS

These Restrictions shall run with the land and bind all parties and all persons and entities claiming under them for a period of forty (40) years from the date these Restrictions are recorded, after which time these Restrictions shall automatically extend for successive periods of ten (10) years unless an instrument changing these Restrictions in whole or in part, signed by the then owners of a majority of the Lots, has been recorded within the thirty (30) day period immediately preceding the date on which such ten (10) year extension would begin. To determine a majority each Lot will be entitled to one vote, regardless of the fact that the Lot may have multiple owners. This declaration of Restrictions may be amended during the first forty (40) year period by an instrument signed by not less than the owners of sixty-seven percent

(67%) of the Lots, subject to the rights reserved to Developer under paragraph 22 above. In the event of a conflict between the rights reserved to Developer under paragraph 22 above and the rights to amend under this paragraph, the rights of Developer shall control. Any amendment must be recorded to be effective.

24. ENFORCEMENT

The Restrictions contained herein are made for the benefit of, and may be enforced by, any and all persons or entities who now or who may hereafter own any Lot, or any interest in any Lot. The Association, acting through its Board of Directors, may also enforce these Restrictions. Enforcement may be by proceeding at law or in equity against any person or entity violating or attempting to violate any Restrictions, either to restrain violation or to recover damages, or both.

Developer shall not be personally liable for any decision or action or failure to act under or pursuant to these Restrictions.

25. SEVERABILITY

Invalidation of any of these Restrictions by judgment or court order may in no way affect any of the other provisions of this instrument which shall remain in full force and effect.

26. NO RIGHT OF REVERTER

No right of reverter or reversion of title for condition or Restrictions broken is herein reserved.

AMERICAN STATE BANK, Lubbock, Texas, holder of liens of record against the above described property, joins in this Declaration of Covenants, Conditions, Restrictions and Easements for the sole purpose of assenting thereto and showing that the lien holder has no objection to such Restrictions.

EXECUTED this 29th day of NOV., 1995.



DELBERT McDOUGAL, Manager of McDOUGAL CONSTRUCTION, L.C., a Texas limited liability company

AMERICAN STATE BANK, Lubbock, Texas

By: _____

Title: _____

26. NO RIGHT OF REVERTER

No right of reverter or reversion of title for condition or Restrictions broken is herein reserved.

AMERICAN STATE BANK, Lubbock, Texas, holder of liens of record against the above described property, joins in this Declaration of Covenants, Conditions, Restrictions and Easements for the sole purpose of assenting thereto and showing that the lien holder has no objection to such Restrictions.

EXECUTED this 29 day of NOV., 1995.

AMERICAN STATE BANK, Lubbock, Texas

By: Clay Leaverton

Title: CLAY LEAVERTON-SENIOR VICE PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 29th day of November 1995, by DELBERT McDOUGAL, Manager of McDOUGAL CONSTRUCTION, L.C., a Texas limited liability company, on behalf of said company.

SEAL

Lydia F. Santerey
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the _____ day of _____, 1995, by _____ of AMERICAN STATE BANK, Lubbock, Texas, a national banking association, on behalf of said association.

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the _____ day of _____, 1995,
by _____.

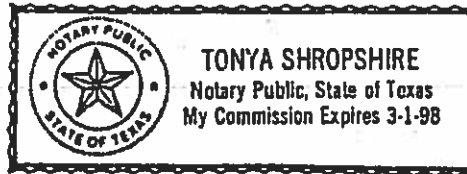
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the _____ day of _____, 1995,
by _____.

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §



This instrument was acknowledged before me on the 29 day of NOVEMBER,
1995, by CLAY LEAVERTON, SENIOR VICE PRESIDENT of
AMERICAN STATE BANK, Lubbock, Texas, a national banking association, on behalf of said
association.

SEAL

Tonya Shropshire

Notary Public, State of Texas

FILED FOR RECORD

Nov 30 10 19 AM '95

Ann Davidson
County Clerk, Lubbock County, Texas

STATE OF TEXAS
COUNTY OF LUBBOCK

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the Official Real Property
Records of Lubbock County, Texas as stamped hereon by me.

NOV 30 1995



Ann Davidson
COUNTY CLERK
LUBBOCK COUNTY, TEXAS