

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PLANTATION LAKES

STATE OF TEXAS §
§
COUNTY OF WALLER §

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES, ("First Amendment") is made on the date hereinafter set forth by Mill Creek, Ltd., a Texas limited partnership, hereinafter referred to collectively as Declarant;

WITNESSETH:

WHEREAS, the Declarant filed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION LAKES which is recorded under Clerk's File No. 403932 in the Official Public Records of Real Property of Waller County, Texas (the "Declaration"); and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this First Amendment; and

WHEREAS, pursuant to Article XIII of the Declaration, pursuant to Article XIII of the Declaration, the Declarant, so long as there is Class "B" membership, reserved the exclusive and unilateral right to amend the Declaration, without the joinder or consent of any Owners, entity, Lender or other person for the purpose of clarifying or resolving any ambiguities or conflicts therein, or correcting any inadvertent misstatements, errors or omissions therein; and so long as Class B Membership exists, the Declaration may be amended, modified or terminated with approval of two-thirds (2/3) of the combined total votes of Class A and Class B Membership; and

WHEREAS, Lot 4, Block 1 in the Subdivision has been conveyed to Michael G. Estrada and Susan K. Estrada (the "Estradas"); Lot 5, Block 1 in the Subdivision has been conveyed to Calvin W. Dunbar and Danielle C. Dunbar (the "Dunbars"); and Lot 6, Block 1 in the Subdivision has been conveyed to Thomas R. Herman & Fatma Herman (the "Hermans") (the Estradas, the Dunbars, and the Hermans are hereinafter collectively referred to as "Purchasers"); and

WHEREAS, Declarant has a power of attorney from each Purchaser to amend the Declaration (copies of such powers of attorney are attached hereto as Exhibit "A"); and

WHEREAS, Declarant owns ten (10) Lots in the Subdivision, and as Class B member, pursuant to Article IV, Section C.2. of the Declaration, has ten (10) votes for each platted Lot owned for a total of one hundred (100) votes; and

WHEREAS, Purchasers own one (1) Lot each and pursuant to Article IV, Section C.1. of the Declaration, the Purchasers have a total of three (3) votes and have given Declarant a power of attorney to amend the Declaration on their behalf for the purposes set out therein.

NOW THEREFORE, pursuant to Article XIII of the Declaration, Declarant on behalf of itself and on behalf on the Purchasers, hereby amends the Declaration as follows:

The First sentence of the Declaration, on Page 1, which reads as follows:

THIS DECLARATION is made on the date hereinafter set forth by CMill Creek, Ltd., a Texas limited partnership, hereinafter referred to as the "Declarant."

shall be amended to read as follows:

THIS DECLARATION is made on the date hereinafter set forth by Mill Creek, Ltd., a Texas limited partnership, hereinafter referred to as the "Declarant."

Article I, Definitions, Section L, which reads as follows:

"Dwelling" means a structure or structures intended for residential use.

shall be amended to read as follows:

"Dwelling" means a structure or structures intended for residential use. Dwelling shall not include single or double wide mobile or manufactured homes, or any new, old or used houses that are not constructed on a Lot.

The portion of Article VI, Use Restrictions, Section A., Out Buildings/Accessory Buildings., which reads as follows:

Homesites within Plantation Lakes shall be used exclusively for single-family residential purposes. The term "Single Family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. Single Family shall mean the use of, and improvement to, a Lot with no more than one building designed for and containing facilities for living, sleeping, cooking, and eating therein. In no case may a Lot contain more than one Dwelling. No multi-family Dwellings may be constructed on any Residential Lot. No building, outbuilding or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire Lot and/or Homesite. It is permitted for tenants to lease a residence in Plantation Lakes, so long as tenants are leasing the entire land and improvements comprising of Homesite.

shall be amended to read as follows:

Homesites within Plantation Lakes shall be used exclusively for single-family residential purposes. The term "Single Family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. Unless otherwise provided herein, Single Family shall mean the use of, and improvement to, a Lot with no more than one building designed for and containing facilities for living, sleeping, cooking, and eating therein. Single or double wide mobile or manufactured homes, or any new, old or used houses not constructed on a Lot are prohibited in the Subdivision. In no case may a Lot contain more than one

Dwelling. No multi-family Dwellings may be constructed on any Residential Lot. No building, outbuilding or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire Lot and/or Homesite. It is permitted for tenants to lease a residence in Plantation Lakes, so long as tenants are leasing the entire land and improvements comprising of Homesite.

Article VI, Use Restrictions, Section P, Out Buildings/Accessory Buildings, which reads as follows:

No out building and/or accessory building (including, but not limited to stables, barns, sheds, greenhouses, gazebos, play houses, shade trellis) shall be constructed or placed on a Lot within Plantation Lakes without the prior written approval of the Association. The Association shall have the right without the obligation to promulgate rules, regulations and guidelines regarding the size, quality, location and type of these structures.

shall be amended to read as follows:

No out building and/or accessory building (including, but not limited to stables, barns, sheds, greenhouses, gazebos, play houses, shade trellis, guest houses, workshops) shall be constructed or placed on a Lot within Plantation Lakes without the prior written approval of the Association. The Association shall have the right without the obligation to promulgate rules, regulations and guidelines regarding the size, quality, location and type of these structures. Provided, however, any guest house must contain a minimum of seven hundred fifty (750) square feet of living area and shall be built during or after construction of the main residence; a barn may be constructed on a Lot prior to construction of the main residence, provided that such barn is constructed of good materials, kept in good repair and is constructed of materials, placed on a location and is of the size, quality, and type as approved by the ARC. A barn may be used for residential purposes before or during the construction of the main residence; provided, however, construction of a main residence must commence no more than two (2) years from the date the construction of the barn is complete.

Articles VII, Architectural Restrictions shall be amended so that Section I. Metal Siding. is added, which Section I. shall read as follows:

I. Metal Siding.

Metal siding may not be used on residences.

The portion of Article VI, Use Restrictions, Section E. Notices and Easements, Section 2. Easements for Green Belt, Pond Maintenance, Flood Water and Other Landscape Reserves, which reads as follows:

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over Common Areas and Homesites (but not the Dwellings thereon) extending from the rear Lot line of Lots bordering any ponds or other bodies of water a distance of sixteen feet (16') in order: (a) to temporarily flood

and back water upon and maintain water over such portions of the Property; (b) to fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the ponds, or other bodies of water within the Common Areas; (c) to maintain and landscape the slopes and banks pertaining to such ponds or other bodies of water; and (d) to enter upon and across such portions of the Property for the purpose of exercising rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

shall be amended to read as follows:

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over Common Areas and Homesites (but not the Dwellings thereon) extending from the rear Lot line of Lots bordering any ponds or other bodies of water a distance of twenty five feet (25') in order: (a) to temporarily flood and back water upon and maintain water over such portions of the Property; (b) to fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the ponds, or other bodies of water within the Common Areas; (c) to maintain and landscape the slopes and banks pertaining to such ponds or other bodies of water; and (d) to enter upon and across such portions of the Property for the purpose of exercising rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

The portion of Article VII, Architectural Restrictions, Section B. ARC Approval Required, that reads as follows:

The ARC shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days to commence construction and nine (9) months to complete construction. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not approved.

shall be amended to read as follows:

The ARC shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days to commence construction and twelve (12) months to complete construction. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not approved.

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I (Name of Purchaser) SUSAN K. ESTRADA, (Purchaser's Address) 11807 WINDRIVER CIRCLE, HOUSTON, Texas 77090, my social security number being left blank, appoint Mill Creek, Ltd., and its designees, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following specified subject:

✓ The specified transactions set out below in Special Instructions.

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

My agent (attorney in fact) is authorized to sign, on my behalf, any and all documents necessary to amend the Declaration of Covenants, Conditions, and Restrictions for Plantation Lakes recorded under Waller County Clerk's File Number 403932 (the "Declaration") with reference to the following, if necessary, and to subject my Property (which is more fully described on the attached Exhibit A) to such amendment:

- To allow for guest houses in Plantation Lakes, Section One (the "Subdivision") and to provide for a limitation on the number, type, and size of such guest houses, materials with which such guest houses are constructed and the timing of construction subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
Uses of and timing of construction for out-buildings and barns which may be constructed in the Subdivision subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
To prohibit, in the Subdivision, mobile homes, manufactured homes, and/or houses that may be moved;
To prohibit metal siding; on a residence;
To change the perpetual, non-exclusive right and easement of access and encroachment over common areas and homesites (but not the dwellings thereon) extending from the rear lot line of lots bordering any ponds or other bodies of water created for the benefit of the Association (as defined in the Declaration), the

RECORDER'S MEMORANDUM AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLIGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC.. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

EXHIBIT A

Lot 4, Block 1 located in Plantation Lakes, Section One according to the plat thereof filed for record on the 18th day of May, 2004 under Clerk's File No. 403289 in the Plat Records of Waller County, Texas.

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I (Name of Purchaser) MICHAEL G. ESTRADA (Purchaser's Address) 11807 WINDRIVER CIRCLE, HOUSTON, Texas 77070, my social security number being left blank, appoint Mill Creek, Ltd., and its designees, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following specified subject:

✓ The specified transactions set out below in Special Instructions.

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To prohibit, in the Subdivision, mobile homes, manufactured homes, and/or houses that may be moved;
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Declarant (as defined in the Declaration) and their designees from sixteen feet (16') to twenty-five feet (25');

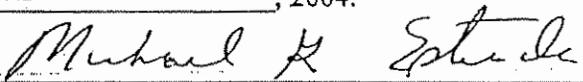
- To revise the Declaration so the minimum time for completion of construction is amended to be no less than twelve (12) months;
- To correct the name of the Declarant, if same is erroneously misspelled in the Declaration.

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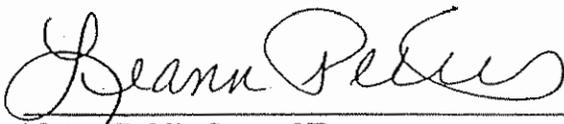
I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this the 11th day of JUNE, 2004.


 Print Name: MICHEAL G. ESTRADA

STATE OF TEXAS §
 COUNTY OF MONTGOMERY §

This document was acknowledged before me on the 11TH day of JUNE, 2004 by MICHAEL G. ESTRADA.


 Notary Public-State of Texas
 PRINTED NAME: LEANN PETERS
 MY COMM. EXPS. : 09/25/05

THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

RECORDER'S MEMORANDUM
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EXHIBIT A

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I (Name of Purchaser) DANIELLE C. DUNBAR, (Purchaser's Address) 2929 ROSEHEATH LANE, HOUSTON, Texas 77073, my social security number being LEFT BLANK, appoint Mill Creek, Ltd., and its designees, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following specified subject:

✓ The specified transactions set out below in Special Instructions.

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

My agent (attorney in fact) is authorized to sign, on my behalf, any and all documents necessary to amend the Declaration of Covenants, Conditions, and Restrictions for Plantation Lakes recorded under Waller County Clerk's File Number 403932 (the "Declaration") with reference to the following, if necessary, and to subject my Property (which is more fully described on the attached Exhibit A) to such amendment:

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Uses of and timing of construction for out-buildings and barns which may be constructed in the Subdivision subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
To prohibit, in the Subdivision, mobile homes, manufactured homes, and/or houses that may be moved;
To prohibit metal siding; ON A RESIDENCE. DD
To change the perpetual, non-exclusive right and easement of access and encroachment over common areas and homesites (but not the dwellings thereon) extending from the rear lot line of lots bordering any ponds or other bodies of water created for the benefit of the Association (as defined in the Declaration), the

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BB

* ALSO SEE EXHIBIT A FOR EXPLANATION.

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* EXPLANATION TO SAID DURABLE POWER OF ATTORNEY:

THE AUTHORIZATION OF POWER OF ATTORNEY SHALL BE GIVEN AND LIMITED TO A TIME FRAME OF 30 DAYS FROM THE SIGNING OF THIS LETTER. THE GIVEN POWER OF ATTORNEY AT THIS TIME IS LIMITED TO THE ITEMS MADE REFERENCE TO ON PAGE - 1 OF THE POWER OF ATTORNEY.

L. Dunbar
Danielle Dunbar
[Signature]

LEANN SPOKE @ CLAY ON THIS MATTER.

THIS REVOCATION OF POWER OF ATTORNEY WAS AGREED UPON AT APPROX., 6:45 P.M. ON THIS 9TH DAY OF JUNE, BY ATTORNEY RICHA HAMINI AND [Signature] OF CLAY SIGNOR AND

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I (Name of Purchaser) CALVIN W. DOWBAR, (Purchaser's Address) 2929 ROYALHART LANE HOUSTON, Texas 77073, my social security number being LEFT BLANK, appoint Mill Creek, Ltd., and his designees, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following specified subject:

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- To prohibit metal siding; ON A RESIDENCE
- To change the perpetual, non-exclusive right and easement of access and encroachment over common areas and homesites (but not the dwellings thereon) extending from the rear lot line of lots bordering any ponds or other bodies of water created for the benefit of the Association (as defined in the Declaration), the

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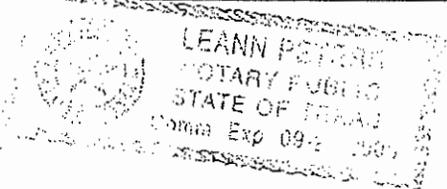
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Signed this the 9th day of JUNE, 2004.
[Signature]
Print Name: CALVIN W. DUNBAR

STATE OF TEXAS
COUNTY OF MONTGOMERY

§
§
§

This document was acknowledged before me on the 9th day of JUNE, 2004 by CALVIN W. DUNBAR



[Signature]
Notary Public-State of Texas
LEANN PETERS My comm. exp.: 09/25/05

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EXHIBIT A

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L. Dunbar

Danielle Dunbar

[Signature]

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I (Name of Purchaser) FATMA HERMAN, (Purchaser's Address) 14108 HORSESHOE BEND, CONROE, Texas 77384, my social security number being LEFT BLANK, appoint Mill Creek, Ltd., and its designees, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following specified subject:

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Lot 6, Block 1, 1 located in Plantation Lakes, Section One according to the plat thereof filed for record on the 18th day of May, 2004 under Clerk's File No. 403289 in the Plat Records of Waller County, Texas.

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLIGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I (Name of Purchaser) THOMAS R. HERMAN, (Purchaser's Address) 14108 HORRISHOE BKED CONROE, Texas 77384, my social security number being LEFT BLANK, appoint Mill Creek, Ltd., and its designees, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following specified subject:

The specified transactions set out below in Special Instructions.

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

My agent (attorney in fact) is authorized to sign, on my behalf, any and all documents necessary to amend the Declaration of Covenants, Conditions, and Restrictions for Plantation Lakes recorded under Waller County Clerk's File Number 403932 (the "Declaration") with reference to the following, if necessary, and to subject my Property (which is more fully described on the attached Exhibit A) to such amendment:

- To allow for guest houses in Plantation Lakes, Section One (the "Subdivision") and to provide for a limitation on the number, type, and size of such guest houses, materials with which such guest houses are constructed and the timing of construction subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
- Uses of and timing of construction for out-buildings and barns which may be constructed in the Subdivision subject to the approval of the Architectural Review Committee, as same is defined in the Declaration;
- To prohibit, in the Subdivision, mobile homes, manufactured homes, and/or houses that may be moved;
- To prohibit metal siding; ~~on a residence;~~ TRH
- To change the perpetual, non-exclusive right and easement of access and encroachment over common areas and homesites (but not the dwellings thereon) extending from the rear lot line of lots bordering any ponds or other bodies of water created for the benefit of the Association (as defined in the Declaration), the

EXHIBIT A

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194958

54⁰⁰ pd

FILED FOR RECORD AT

2004 OCT 5 AM 9 23

DAVID PASKET CO. CLERK
GRIMES COUNTY, TX
BY *Mary A. Hargrave*

Return to:

*Roberts Markel Guerry
2500 City West Blvd. Ste. 135
Houston, Texas 77042*

THE STATE OF TEXAS
COUNTY OF WALLER

VOL 1098 PAGE 157

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 Official Public Record of Waller County, Texas, in the Volume and Page as noted hereon by me.



Cheryl Peters
County Clerk, Waller County, Texas

RECORDED

OCT JUN 23 PM 1:21

Atkinson
GRIMES COUNTY, TX

47.00
5.00
1.00

53.00
23.00 pk

76.00 pd

*Clear Stamp
17600 AM 1488
Magnolia 77354*

942 MC 90 112

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STATE OF TEXAS COUNTY OF GRIMES
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 real property records of Grimes County, Texas as stamped hereon by me.

OCT 5 2004



David Pasket
COUNTY CLERK, GRIMES COUNTY, TEXAS