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DEED

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FAIRCO, INC.

260776

TO THE PUBLIC:
RESTRICTIONS

FAIR OAKS RANCH BEXAR COUNTY UNIT H

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR X

THAT WHEREAS, Fairco, Inc., is the owner of the land and premises known as Fair Oaks Ranch Bexar County Unit H, Bexar County, Texas, described according to plat recorded in Volume 9000, Page 49, Bexar County Plat Records, comprising 3,185 acres, more or less, and said tract of land and premises being herein referred to as "the subdivision"; and

WHEREAS, Fairco, Inc., desires to subject such real property to the protective covenants, restrictions, reservations and easements herein for the benefit of such property and the present and future owners thereof;

NOW THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and in general, will insure the best use and most appropriate development of such subdivision:

I.

A. COVENANTS AND RESTRICTIONS

1. Each of the lots in such subdivision shall hereafter be used only for the construction of one single family residence, including other appurtenant structures permitted under the terms hereof, with it being intended that no commercial use of any such lots shall be permitted and, specifically, that no sign shall be placed on any such lot indicating a commercial use thereof, and that such main dwelling units constructed on each such lot shall contain at least the following number of square feet of main dwelling living area, exclusive of porches, garages and breezeways:

- (1) Single story with two-car garage attached: 2,100 square feet;
- (2) Single story, detached garage or carport: 2,300 square feet;
- (3) Two-story: 2,400 square feet.

2. (a) Plans for all dwelling units must be submitted to the Architectural Review Committee for approval before

7-12-4031
Volume 40;
Richard F. Walter
1600 Frost Bank Tu
SA, TX 4-2705

construction on any such units may begin, in accordance with the provisions contained in Paragraph "B" below, entitled "Architectural Review Committee."

(b) All dwelling units hereafter constructed in such subdivision shall be constructed in a good and workman-like manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof. The exterior walls of all main dwelling units so constructed on said property, exclusive of porches, garages and breezeways appurtenant thereto, shall be constructed of at least 50% stone or brick, unless approved otherwise by Architectural Review Committee and with it being specifically here provided that no houses or other structures shall be moved onto any lot in such subdivision, other than commercially constructed childrens' playhouses and storage buildings when approved by the Architectural Review Committee.

3. The entire exterior of all main dwelling units constructed in such subdivision, together with the driveways, sidewalks and other exterior appurtenances thereto, must be completed within nine (9) months after the commencement of work thereon or the placing of materials therefor on such property, whichever occurs earliest, with the exception that ten day extensions for completion of construction may be granted by the restriction committee upon application therefor.

4. All main dwelling units (including overhangs and patios) constructed in such subdivision shall be set back at least 25 feet from the front property line of each lot in such subdivision and shall be set back at least 8 feet from the side and rear lot lines (both property lines on the street-sides of corner lots shall be considered "front property lines" for the purposes of set-backs). No structures of any type, including, but not limited to, patios, decks, gazebos, swimming pools or fences shall be constructed within 40 feet of the back property line for all lots adjacent to the fairways of the golf course. All such improvements on any lot in such subdivision must face on the street upon which such lot fronts, subject however to any variances thereto as may be granted in writing by the Architectural Review Committee thereafter provided for.

5. That prior to the construction of any detached garages, storage buildings, fences, guest houses or other out buildings on any lot in such subdivision, plans and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the Architectural Review Committee hereinafter provided for, and the approval thereof procured from such committee prior to the commencement of construction thereon, and in connection therewith it is accordingly understood that the construction of any such barns, detached garages, guest houses, sheds or other out buildings on any lot in such subdivision without the prior approval of such Architectural Review Committee will be conclusively presumed to be in violation of these restrictions, with it being intended in connection with the provisions hereof that such Architectural Review Committee in furtherance of a uniform plan for the development of such subdivision shall be vested with the authority to control the location and type of construction of any such barns, detached garages, guest houses, sheds and other out buildings built in such subdivision in order to insure the

development of said subdivision into a high-class residential area. Notwithstanding the foregoing, however, it is expressly understood that the failure of such Architectural Review Committee to give notification of its disapproval of any such plans and specifications for any such improvements, including a plot plan showing the location thereof, within thirty days after receipt thereof shall be deemed for all purposes under the provisions hereof as the approval thereof.

6. No garage, storage building or temporary building shall be constructed on any lot in such subdivision as living quarters thereon, except that detached servants quarters or guest houses may be constructed thereon provided it is built in conjunction with or after the main dwelling unit to which it is appurtenant is constructed.

7. No trailer house or mobile home shall be permitted on any lot in such subdivision, with the exception that one vacation type mobile home or other type of recreational vehicle may be parked at or near a main dwelling unit in such subdivision provided it is not used as living quarters, provided it is kept in a closed garage or other enclosed area approved by the Architectural Review Committee. It is prohibited to park a trailer house, mobile home, motor home, camper, any other type of recreational vehicle or boat on the streets in the subdivision or in front of any dwelling unit. It is also prohibited to park such vehicles or boats in such a manner as to be visible from the streets or golf course fairways. All such recreational vehicles, mobile homes or boats must be kept in closed garages or other enclosed areas approved by the Architectural Review Committee.

8. Any fuel oil, propane or butane tanks shall be located so as not to be visible from the fairways or from the street on which the lot where said tank is located faces.

9. No fences shall be constructed within the 40 foot setback line of the back lot line of all fairway lots. All fencing shall be constructed of wood, stone or brick, unless otherwise approved by the Architectural Review Committee. Only fences constructed of quality materials and good workmanship will be allowed. ALL FENCES MUST BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE PRIOR TO CONSTRUCTION, BOTH AS TO QUALITY OF MATERIALS AND AS TO CONSTRUCTION, AS WELL AS THE LOCATION THEREOF.

10. No animals will be permitted on any lot in such subdivision except household pets, with it being specifically understood that no livestock of any type will be permitted on any part of said subdivision. Dogs maintained outside of a residence must be on a leash or under fence.

11. No firearms shall be discharged nor shall any hunting be done with any type of weapon within said subdivision.

12. No part or a portion of such subdivision shall be used as a junk yard or as an area for the accumulation of scrap or used materials and that no part of such subdivision shall be used for any purpose that is obnoxious or offensive to the owners of other lots in such subdivision, nor shall anything be done in such subdivision that becomes an an-

noyance or nuisance to the owners of other lots in said subdivision.

13. (a) Resubdivision, partition, partial conveyance, or ownership in divided or separate interests of any tract shall be permissible and lawful only if approved in writing by the Restriction Committee, sewer company and water company, as provided in Paragraph (b) herein, and is otherwise in full compliance with and conformity to all provisions hereof, including particularly but not limited to, the building setback requirements of paragraph 4.

(b) Plans for such resubdivision as described in Paragraph 13(a) must be submitted to the Restriction Committee, the sewer company and the water company, for approval prior to resubdivision, partition or partial conveyance. Failure to submit plans for resubdivision for approval will render such resubdivision, partition, partial conveyance or ownership in divided or separate interests void and without effect.

14. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to property of the owner situation within such easement. Whenever utility easements are shown and the owner constructs a fence over said easement, the owner shall construct a gate over said easement to allow access by the authorized entity using said easements. ALL UTILITIES SHALL BE PLACED UNDERGROUND; NO POLES, OVERHEAD LINES, OVER-GROUND PIPES OR CONDUITS ARE ALLOWED, except on lots fronting Dietz Elkhorn Road.

15. No garbage or other waste shall be kept except in sanitary containers.

16. No professional, business or commercial activity to which the general public is invited shall be conducted on any lot.

17. (a) No outside toilets or privies shall be permitted on any lot. All toilet facilities, kitchen sinks, washing machines, bathroom drains, etc., shall be connected to a sewage collection line meeting the approval of all county and state health authorities and complying with all regulations and shall be operated and maintained in such a manner as to not be obnoxious, offensive or to endanger the health or welfare of the occupants of the building site on which it may be located or any surrounding property.

(b) Water softeners will not be permitted to be back-flushed into sewer lines.

(c) All dwellings containing connections to the central sewer system must have a grease trap constructed between the dwelling unit and the central sewer system hookup.

(d) Homeowners who have private swimming pools are required to coordinate with the sanitation plant management prior to draining the pool into the central sewer

system.

18. The drilling of water wells on any lot is prohibited.

19. No flat roofs will be permitted unless specifically approved by the Architectural Review Committee. All roof coverings on the fairway lots shall be made of shake shingle, slate tile, or metal. Composition shingles are prohibited unless specifically approved by the Architectural Review Committee. Exterior color schemes on fairway lots must be approved by the Architectural Review Committee.

20. All driveways must be paved with concrete.

21. Any exterior lighting and particularly with reference to security or trouble lights such as those normally installed by CPSB or purchased by individuals, should be installed in such a manner as not to create a horizontal exposure but rather to be shielded in order to cast light upwards or downwards in a manner not to create problems for neighboring lots or the neighborhood generally.

22. Ham radio system antennas or other similar high towers or antennas on fairway lots are prohibited.

23. All purchasers of fairway lots are required to complete the construction of a main dwelling unit on said fairway lot within five years from the date of purchase of said lot. If at the expiration of five years from the date of said purchase said main dwelling unit has not been constructed, the grantors reserve the right to repurchase said lot at its original sales price.

24. All property owners are required to maintain their lots, whether vacant or occupied, so as to not become overrun with tall grass, heavy brush, rubbish or trash. If, in the opinion of the Restrictions Committee, any property owners' lot becomes so overrun with tall grass, brush, rubbish or trash so as to cause a nuisance in the subdivision, the Fair Oaks Ranch Homeowners Association is authorized to clean up said lot at the expense of the property owner. If said cleaning fee is not paid within 60 days from the date of said cleanup, the expense of the cleanup will become a lien on the property in favor of the Fair Oaks Ranch Homeowners Association until paid.

25. All property owners of fairway lots are required to pay a fee to the Fair Oaks Ranch Golf and Country Club in lieu of the country club dues, amounting to 20% of the Fair Oaks Ranch Golf and Country Club full family membership dues, if said property owners do not choose to become members of the club. If said fee is not paid, unpaid fees will become a lien in favor of Fair Oaks Ranch Golf and Country Club on said property.

26. The following types of grass are prohibited from being grown on the rear 40 feet of all fairway lots:

- (a) Axonopus (carpet grass)
- (b) Stenotaphrum (St. Augustine)
- (c) Any other type of broad-leaf grass (such as Floratam) which could invade the fairway grass.

B. ARCHITECTURAL REVIEW COMMITTEE

PRIOR TO THE CONSTRUCTION OF ANY SINGLE FAMILY DWELLING UNIT; DETACHED GARAGE, GUEST HOUSE, SHED, FENCES, BARN OR OTHER BUILDING IN SUCH SUBDIVISION, A COMPLETE SET OF PLANS AND SPECIFICATIONS MUST BE SUBMITTED FOR REVIEW AND APPROVAL OF THE ARCHITECTURAL REVIEW COMMITTEE. ALONG WITH THE SUBMISSION OF SUCH PLANS AND SPECIFICATIONS A FEE OF \$75.00 PAYABLE TO THE FAIR OAKS RANCH HOMEOWNERS ASSOCIATION SHALL BE SUBMITTED TO COVER THE EXPENSES OF THE COMMITTEE IN REVIEWING THE PLAN AND MAKING REQUIRED INSPECTIONS BEFORE CONSTRUCTION IS STARTED. The plans and specification must state the total living area available in each single family dwelling unit, exclusive of garages, porches and breezeways. In addition, for each of the aforesaid listed buildings, a plot plan must be submitted which shows all elevations, with the locations of each building with reference to front, side and rear setback lines, and which shows all utility, drainage, and other easements affecting side lot.

The aforesaid fee of \$75.00 may be increased after 1981 at the discretion of the Architectural Review Committee to the extent necessary to cover the expenses of the Committee in making the required review of plans and specifications and inspections pertaining thereto.

Failure to receive a response from the Architectural Review Committee within thirty (30) days from the date of submission will constitute approval of said plans and specifications.

The original Architectural Review Committee will consist of the nominee or nominees of Fairco, Inc. After July 1, 1986, the rules described herein which apply to the Restriction Committee for new members will apply to new members of the Architectural Review Committee.

C. RESTRICTION COMMITTEE

All architecture, plans and buildings in the subdivision shall comply with all applicable laws and building codes as well as with general and special restrictions herein, and any variances therefrom shall be subject to the approval of the Restriction Committee, the original to consist of nominees of Fairco, Inc.

The Restriction Committee retains the right in furtherance of a uniform plan for the development of Fair Oaks Ranch Bexar County Unit H, Bexar County, Texas, as a high-class residential subdivision, but subject to the limitations hereinafter recited, to execute amendments to, including granting variances from and on, the aforerecited restrictive covenants and use limitations in such subdivision, provided they, in the exercise of their best judgment and discretion, are of the opinion that any such amendments or variances would be in furtherance of the uniform plan for the development of such subdivision. Such Restriction Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. On or before July 1, 1985, by instrument recorded in the Official Public Records of Real Property of Bexar County, Texas, the undersigned will appoint the Restriction Committee for Fair Oaks Ranch Bexar County Unit B to serve as the Restriction Committee for Fair Oaks Ranch Bexar County Unit

H, the said Fair Oaks Ranch Bexar County Unit B being a unit immediately adjacent to Fair Oaks Ranch Bexar County Unit H and having the same or similar interests in the furtherance of the uniform plan for the development of both units as high-class residential subdivisions. Property owners in Fair Oaks Ranch Bexar County Unit H will be eligible to be named as members of the Restriction Committee for Fair Oaks Ranch Bexar County Unit B. The appointment of said Restriction Committee shall be for service as such from and after such appointment until their successors are elected as hereinafter provided. Such Restriction Committee, including any additional members thereof as hereinafter provided for, shall be vested with all of the duties, powers, prerogatives and discretions herein conferred upon the original Restriction Committee. Any vacancies in such Restriction Committee by death, resignation or otherwise, with it being understood that the sale by any member of such committee of all of his property in such subdivision will be for purposes hereof construed as a resignation by him from such committee, will be filled by the remaining members of such committee by recordable instrument filed in the Deed Records of Bexar County, Texas. The Restriction Committee may by letter delivered to the party involved grant variances from any one or more of the above recited limitations and restrictions insofar, and only insofar, as they pertain to individual lots in such subdivision. Any amendments to or variances from such limitations and restrictions made or granted by said committee pertaining to all of the lots in such subdivision may be made only by appropriate written instrument filed in the Deed Records of Bexar County, Texas. In connection with the foregoing, however, it is accordingly here provided that said committee shall have no power or authority to grant variances from or amendments to such limitations and restrictions which would permit the use of any lot in such subdivision for commercial purposes, except for a temporary sales office used for original sales of lots or homes by Fairco, Inc. or its authorized agent.

D. FAIR OAKS RANCH HOMEOWNERS ASSOCIATION

1. All lot owners shall become and continue to be members of the Fair Oaks Ranch Homeowners Association and agree to comply with its governing articles, the purposes of which are to provide various services and facilities for the use and benefit of the property owners, and all lot owners agree to accept such membership and to perform and be bound by the obligations, terms and conditions of membership in such Homeowners Association in accordance with its duly provided charter, by-laws, and resolutions, including the right of said Homeowners Association to liens for assessments to said property owners as provided herein.

E. DURATION AND AMENDMENT

The covenants, conditions and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Restriction Committee or the owner of any lots subject to the restrictions in this declaration, and their respective legal representatives, heirs, successors and assigns. It is further expressly understood that the undersigned, the Restrictions Committee, or any one or more of the owners of properties in said subdivision shall have the right to enforce the restrictive covenants and use limitations herein

provided for on said subdivision by injunction in order to prevent a breach thereof or to enforce the observance thereof, which remedy however, shall not be exclusive and the undersigned, the Restrictions Committee or any other person or persons owning property in said subdivision injured by virtue of the breach of the restrictions and use limitations herein provided for on said subdivision shall accordingly have their remedy for the damages suffered by them as a result of any breach, and in connection therewith it is understood that in the event of a breach of these restrictions and use limitations by the owner of any lot or lots in said subdivision it will be conclusively presumed that the other owners of lots in said subdivision have been injured thereby. It is further expressly understood that the undersigned shall continue to have the right to enforce such restrictive covenants and use limitations after all property has been sold by them but shall have no obligation to do so. It is understood that all expenses, attorneys fees and court costs incurred in connection with the enforcement of such restrictive covenants and use limitations shall be borne by the party or parties seeking to enforce the same; and that the undersigned or the restrictions committee shall have no obligation to bear such expense, although they may contribute such expense if they so desire.

The covenants, conditions and restrictions herein shall be effective until September 1, 2020, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of three-fourths of the owners of lots in such subdivision, with each lot in such subdivision having one vote, taken prior to September 1, 2020, or of any current extended period, and filed for record in the Deed Records of Bexar County, Texas, it is agreed that these restrictive covenants and use limitations shall terminate as to said subdivision on September 1, 2020 or current extended period.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

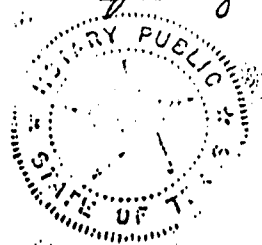
EXECUTED this 22nd day of January, 1981.
FAIRCO, INC.

By: Robert J. Weiss, Jr.
Robert J. Weiss, Jr., President

STATE OF TEXAS X

Before me, the undersigned authority, on this day personally appeared Robert E. Weiss, Jr., the President of Fairco, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office this the 22nd day of January, 1981.



Nita A. Walker
Notary Public in and for the State of Texas
NITA A. WALKER
Notary Public, State of
My Commission Expires At

WAIVER OF RESTRICTIONS

STATE OF TEXAS §

COUNTY OF BEXAR §

WHEREAS, in order to provide a uniform plan for the improvement, development and sale of lots in the Fair Oaks Ranch Subdivision, Bexar County, Texas, Fairco, Inc. and its successor, Ralph E. Fair, Inc., executed restrictions for certain subdivisions described herein, and filed such restrictions for record in the Real Property Records of Bexar County, Texas, and

WHEREAS, each of the subdivision restrictions described herein contained a provision requiring payment of certain fees to the Fair Oaks Country Club, Inc., doing business as Fair Oaks Ranch Golf & Country Club in lieu of Country Club dues, which stated the following:

"All property owners of fairway lots are required to pay a fee to the Fair Oaks Ranch Golf & Country Club in lieu of the Country Club dues amounting to twenty percent (20%) of the Fair Oaks Ranch Golf & Country Club full family membership dues, if said property owners do not choose to become members of the Club. If said fee is not paid, unpaid fees will become a lien in favor of the Fair Oaks Ranch Golf & Country Club on said property."

WHEREAS, Fair Oaks Country Club, Inc., d/b/a Fair Oaks Ranch Golf & Country Club, no longer desires to be the beneficial recipient of such fees, and the waiver of such requirement in the restrictions would have no effect on the uniform plan for the improvement, development and sale of lots in the Fair Oaks Ranch Subdivision.

NOW, THEREFORE, it is hereby declared that Fair Oaks Country Club, Inc., d/b/a Fair Oaks Ranch Golf & Country Club, waives its right to receive any such fees described herein, and more particularly described in the Official Public Records of Real Property of Bexar County, Texas, as follows:

<u>Fair Oaks Ranch Bexar County Unit</u>	<u>Paragraph</u>	<u>Volume</u>	<u>Page</u>
B	26	1175	226
D-1	25	2613	984
D-2	25	2414	1638
D-3	25	2398	68
D-4	26	2385	858
E	27	1710	895
H	25	2213	413
J	26	2606	60
L	26	2620	1077
O	26	2967	2069
F-1	29	1706	718

EXECUTED this 30th day of OCTOBER, 1986.

FAIR OAKS COUNTRY CLUB, INC.

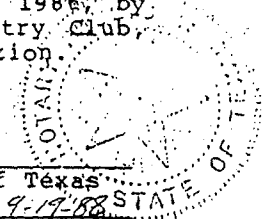
By: Robert J. Weiss, Jr.
Robert J. Weiss, Jr.,
President

(Corporate Acknowledgment)

STATE OF TEXAS §

This instrument was acknowledged before me, the undersigned authority, this 30th day of OCTOBER, 1986, by Robert J. Weiss, Jr., President of Fair Oaks Country Club, Inc., a Texas corporation, on behalf of said corporation.

Betty R. Cook
Notary Public, State of Texas
My Commission Expires: 9-19-88
Betty R. Cook
(Typed/Printed Name of Notary)



R.1/1p

Return To:

RICHARD F. HALTER
2400 InterFirst Plaza
San Antonio, Texas 78205

Any provision herein which purports to restrict the sale, lease or use of the described real property in violation of any law of the State of Texas or any law of the United States is hereby rejected. This instrument was filed in File Number RECORDED on the date and at the time shown hereon by me, and was duly RECORDED in the Official Public Records of Bexar County, Texas on

MAR 3 1987



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
MAR 3 1987 2:04

Handwritten initials

3955 APR 11 1987

WAIVER OF RESTRICTIONS

STATE OF TEXAS X

COUNTY OF BEXAR X

WHEREAS, in order to provide a uniform plan for the improvement, development and sale of lots in the Fair Oaks Ranch Subdivision, Bexar County, Texas, Fairco, Inc. and its successor, Ralph E. Fair, Inc. and 1000 Acre Fair Oaks Project, Ltd., executed restrictions for certain subdivisions described herein, and filed such restrictions for record in the Real Property Records of Bexar County, Texas, and

WHEREAS, each of the subdivision restrictions described herein contained a provision, "All purchasers of fairway lots are required to complete the construction of a main dwelling unit on said fairway lot within five years from the date of purchase of said lot. If at the expiration of five years from the date of said purchase said main dwelling unit has not been constructed, the grantors reserve the right to repurchase said lot at its original sales price."

WHEREAS, Ralph E. Fair, Inc. and 1000 Acre Fair Oaks Project, Ltd. are the beneficiaries of the option of repurchase and in order not to create any undue hardship on any of the purchasers of lots in these tracts, Ralph E. Fair, Inc. and 1000 Acre Fair Oaks Project, Ltd. hereby waive any rights they have by reason of a paragraph of similar language to repurchase said lots.

NOW, THEREFORE the right of repurchase is hereby waived and rescinded by Ralph E. Fair, Inc. and 1000 Acre Fair Oaks Project, Ltd. for any of such rights as described in the Official Public Records of Real Property of Bexar County, Texas, as follows:

<u>Fair Oaks Ranch Bexar County Unit</u>	<u>Paragraph</u>	<u>Volume</u>	<u>Page</u>
B	23	1175	226
D-4	23	2385	858
E	23	1710	894, 895
H	23	2213	413
J	23	2606	60
L	23	2620	1077
O	23	2967	2069
Q	23	3256	1638
R	23	3256	1647

EXECUTED this 28th day of June, 1993.

1000 ACRE FAIR OAKS PROJECT, LTD.
DON SMITH COMPANY (A TEXAS CORPORATION),
GENERAL PARTNER

RALPH E. FAIR, INC.

By: Donald A. Smith
Donald A. Smith, President

By: Robert J. Weiss, Jr.
Robert J. Weiss, Jr.,
President

(Corporate Acknowledgment)

STATE OF TEXAS X

This instrument was acknowledged before me, the undersigned authority, this 28th day of June, 1993, by Robert J. Weiss, Jr., President of Ralph E. Fair, Inc., and Donald A. Smith, President of Don Smith Company.

Betty R. Cook
Notary Public, State of Texas
My Commission Expires: 5-20-94
Betty R. Cook
(Typed/Printed Name of Notary)

