

BYLAWS

OF

MARINER HOUSE COUNCIL OF CO-OWNERS, INC., FORMERLY  
KNOWN AS "THE MARINER HOUSE CONDOMINIUM ASSOCIATION"

ARTICLE I

DEFINITIONS

Project Defined

1.01. "Project" shall mean all of that certain real property located in the City of Galveston, County of Galveston, State of Texas, including the lane, all improvements and structures thereon, and all easements, rights, and appurtenances thereto, more particularly described as follows:

All of Block 422 in the City of Galveston, Galveston County, Texas, and including in addition thereto the abandoned alley therein and the East 1/2 of a previously abandoned street right-of-way adjoining said Block 422 on the West thereof, formerly designated 3rd Street together with the privilege granted to Mariner Interest by Galveston County Ordinance Number 68-69 to use ten feet of both Avenue E and Avenue F, abutting Block 422 in the City of Galveston, and;

All improvements, fixtures and tangible personal property (except personal property not owned by Developer) now or hereafter situated on the real property described immediately above, including but not limited the condominium buildings located thereon comprised of 92 units known as The Mariner House, all other buildings and structures of any size, whether or not portable, furniture, carpets, draperies, window blinds or shades, appliances, fences, gates, bridges, culverts, air conditioning and heating equipment and shrubbery and landscaping.

Declaration Defined

1.02. "Declaration" shall mean that certain Declaration applicable to the Project and filed in the office of the County Clerk of Galveston, State of Texas, on July 7, 1977, in the Condominium Records, Volume 2112, at Pages 349 through 363, as the same may be amended from time to time in accordance with the terms thereof.

## Other Terms Defined

2. Other terms used herein shall have the meaning given them in the Declaration and are hereby incorporated by referenced and made a part hereof.

## ARTICLE II

### APPLICABILITY OF BYLAWS

#### Corporation

1. The provisions contained herein constitute the Bylaws of the non-profit corporation known as Mariner House Council of Co-Owners, Inc., and hereinafter referred to as the "Council".

#### Project Applicability

2. The provisions of these Bylaws are applicable to the Project as defined in Paragraph 1.01, above.

#### Personal Application

3. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Project in any manner, are subject to the regulations, set forth in these Bylaws. The mere acquisition or rental of any of the Apartments of the Project or the mere act of occupancy of any of the Apartments will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

## ARTICLE III

### OFFICES

#### Principal Office

1. The registered office and the principal office for the transaction of business of the Association shall be 215 Postoffice Street, Galveston, Texas 77550, and the Registered Agent shall be MARINER DEVELOPMENT COMPANY, at the same address.

The Council shall have and shall continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

## ARTICLE IV

### MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Membership: Any person on becoming an owner of a condominium unit shall automatically become a member of this Council and be subject to these Bylaws. Such membership shall terminate without any formal Council action whenever such person ceases to own a condominium unit, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with MARINER HOUSE CONDOMINIUM during the period of such ownership and membership in this Council, or impair any rights or remedies which the Board of Directors of the Council or other may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Council, but the Board of Directors may, if it so elects, issue one membership card to the owner(s) of a condominium unit. Such membership card shall be surrendered to the Secretary whenever ownership of the condominium unit designated thereon shall terminate.

2. Voting: Voting shall be based upon the percentage of the undivided interest of each unit owner in the general common elements. An owner of an undivided fractional interest in and to a condominium unit shall be entitled to a vote equal to his fractional ownership interest in such unit. Cumulative voting is prohibited.

3. Majority of Unit Owners: As used in these Bylaws, the term "Majority of unit owners" shall mean those owners of more than fifty percent (50%) of the aggregate in interest of the undivided ownership of the general common elements.

4. Quorum: Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "Majority of unit owners" as defined in paragraph 3 of this Article shall constitute a quorum.

5. Proxies: Votes may be cast in person or by proxy. Proxies may be filed with the Secretary before the appointed time of each meeting.

## ARTICLE V

### ADMINISTRATION

1. Association Responsibilities: The owners of the units will, constitute the Council of Co-Owners of Unit Owners, hereinafter referred to as "Council", who will have the responsibility of administering the project through a Board of Directors.

2. Place of Meetings: Meetings of the Council shall be held at such place as the Board of Directors may determine.

3. Annual Meetings: The first annual meeting of the Council shall be held on December 7, 1983. Thereafter, the annual meetings of the Council shall be held on the first Wednesday of the month of December of each succeeding year. At such meeting there shall be elected by ballot of the owners, a Board of Directors in accordance with the requirements of paragraph 5 of Article VI of these Bylaws. The owners may also transact such other business of the Council as may properly come before them.

4. Special Meetings: It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

5. Notice of Meetings: It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the time and place where it is to be held, to each owner of record, at least five but no more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

6. Adjourned Meeting: If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

7. Order of Business: The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll Call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of managers;
- (g) Unfinished business;
- (h) New business.



ARTICLE VI

BOARD OF DIRECTORS

1. Number and Qualification: The affairs of this Association shall be governed by a Board of Directors composed of five (5) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until December 7, 1983, or until their successors are elected, to-wit: H. E. Garner, Jewel Adhern, John Downey, Margaret Snodgrass, and Fred Canning.

2. Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration and maintenance of a first class residential condominium project. The Board of Directors may do all such acts and things as are not by these Bylaws or by the Condominium Declaration for THE MARINER HOUSE directed to be exercised and done by the owners.

3. Other Powers and Duties: The Board of Directors shall be empowered and shall have the duties as follows:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Condominium Declaration submitting the property to the provisions of the Condominium Ownerships Act of the State of Texas.

(b) To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member promptly upon the adoption thereof.

(c) To keep in good order, condition and repair all of the general and limited common elements and all items of personal property used in the enjoyment of the entire premises.

(d) To insure and keep insured all of the insurable general common elements of the property in an amount equal to their maximum replacement value as provided in the Declaration. Maximum replacement value shall be determined annually by one or more written appraisals. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts not less than \$100,000.00 per person and \$300,000.00 per accident and \$50,000.00 property damages. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Council for the benefit of the Council and owners of the condominium units and their first mortgagees.

(e) To fix, determine, levy and collect the monthly pro-rated assessments to be paid by each of the owners towards the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments, to levy and collect special assessments whenever in the opinion of the Board it is necessary to so do in order to meet increased operating or maintenance expenses or costs or additional capital expenses, or because of emergencies. All monthly or other assessments shall be in itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the declaration and these Bylaws.

(g) To protect and defend the entire premises from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any expenditure or outlaw required and to execute all such instruments evidencing such indebtedness shall be the several obligation of all of the owners in the same proportion as their interest in the general common elements.

(i) To enter into contracts within the scope of their duties and powers.

(j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the owners or the holder of a mortgage on said owners unit and to cause a review of the books and accounts by a competent certified public accountant once a year.

(l) To prepare and deliver annually to each owner a statement showing all receipts, expenses or disbursements since the last such statement.

(m) To meet at least once each quarter.

(n) To designate the personnel necessary for the maintenance and operation of the general and limited common elements.

(o) Notwithstanding any of the above statements and purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.

4. Managing Agent: The Managing Agent shall be MARINER DEVELOPMENT COMPANY, whose address is 215 Postoffice St., Galveston, Texas 77550, who shall have all of the power and shall perform the duties of the Board of Directors until December 31, 1977, subsequent to December 31, 1977, the Board of Directors may employ for the Council a Managing Agent at a compensation to be established by the board to perform such duties and services as the board shall authorize including, but not limited to the duties listed in paragraph 3 of this Article.

5. Election and Term of Office: At the annual meeting in December, 1983, the term of office of two Directors shall be fixed for 3 years. The term of office of two Directors will be fixed for 2 years, and the term of office of one Director shall be fixed at 1 year. At the expiration of the initial terms of office of each respective Director, his successor shall be elected to serve a term of 3 years. The five (5) persons acting as Directors shall hold office until their successors have been elected and hold their first meeting, and shall serve without any pay or compensation for their services as such, except that should Directors perform services and duties in connection with the operation and/or maintenance of the project, they may receive reasonable compensation for this work on the same basis as any other person employed.

6. Vacancies: Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Council shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Council.

7. Removal of Directors: At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

8. Organization Meetings: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Director in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

9. Regular Meetings: Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Director but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

10. Special Meetings: Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally, or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

11. Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting to the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

12. Board of Directors' Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, then majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. Fidelity Bonds: The Board of Directors shall require that all officers and employees of the Council handling or responsible for Council funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

## ARTICLE VI

### OFFICERS

1. Designation: The officers of the Council shall be a President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors.

2. Election of Officers: The Officers of the Council shall be elected annually by the Board of Directors at the Organizational meeting of each new Board and shall hold office at the pleasure of the Board.

3. Removal of Officers: Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meetings of the Board of Directors, or at any special meeting of the Board called for such purposes.

4. President: The President shall be the chief executive officer of the Council. He shall preside at all meetings of the Council and the Board of Directors. He shall have all of the general powers and duties which are usually vested in the Office of the President of a Council, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Council.

5. Secretary: The Secretary shall keep all the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Council; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the Office of Secretary.

The Secretary shall compile and keep up to date at the principal office of the Council a complete list of members and their last known address as shown on the records of the Council. Such list shall also show opposite each members name and number or other appropriate designation of the unit owned by such members and the parking space assigned for the use in connection with such unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6. Treasurer: The Treasurer shall have responsibility for Council funds and shall be responsible for keeping full and accurate records and accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Board of Director.

## ARTICLE VII

### INDEMNIFICATION OF OFFICERS AND MANGERS

1. Assessments: All owners shall be obligated to pay the

monthly assessments imposed by the Council to meet the common expenses. The assessments shall be made pro-rata according to percentage interest in and to the general common elements and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these By-laws, if and only if he shall have fully paid all assessments made or levied against him and the condominium unit owned by him.

(a) Every owner must perform promptly at his own expense maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners.

(b) All the repairs of internal installations of the unit, such as water, light, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass, electrical fixtures, and all other accessories, equipment and fixtures belonging to the unit area including limited areas shall be at the owner's expense.

(c) An Owner shall be obligated to reimburse the Council promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants, agents, or invitees.

3. Mechanic's Lien: Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's unit. In the event suit for foreclosure is commenced, then within ninety (90) days thereafter, such owner shall be required to deposit with the Council cash or negotiable securities equal to the amount of such claim plus interest for one (1) year together with the sum of One Hundred Dollars (\$100.00). Such sum or securities shall be held by the Council pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Council to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in paragraph 24 of the Declaration.

4. General: Each owner shall comply strictly with the provisions of the Condominium Declaration for THE MARINER HOUSE.

5. Use of Units - Internal Changes:

(a) All units shall be utilized for single family residential purposes only.

(b) An owner shall not make structural modifications or alterations to his unit or installments located therein without previously notifying this Council in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Board of Directors. The Council shall have the obligation to answer within five (5) days after such notice, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

6. Use of General Common Elements and Limited Common Elements: Each owner may use the general common elements and the Limited Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

7. Right of Entry:

(a) An owner shall grant the right of entry to the Managing Agent or to any other persons authorizing by the Board of Directors in case of any emergency originating in or threatening of his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that request for entry is made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

8. Rules and Regulations:

(a) All owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of the recreational facilities afforded, and particularly, for the use of the swimming pool area, in order that all owners and their guests shall achieve maximum utilization of such facilities consonant with the rights of each of the other owners thereto.

(b) Nothing shall be done in any residential unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage



endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said premises to be cancelled or suspended by the issuing company.

(c) Owners and occupants of units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and other instruments or devices in such manner as may disturb or intend to disturb owners, tenants, or other occupants of condominium units of THE MARINER HOUSE. No unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining units, nor shall nuisance, or immoral or illegal activity be committed or permitted to occur in or on any unit or upon any part of the common elements of THE MARINER HOUSE.

(d) The common area is intended for use for the purpose of affording vehicular and pedestrian movement within the condominium, and providing access to the units; those portions thereof adapted therefor, for recreational use by the owners and occupants of units; and all thereof for beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be constructed so as to not interfere with its use for the purposes hereinabove recited, nor shall any part of the common area (common elements) be used for general storage purposes after the completion of the construction of the units by developer, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon. Not more than two small dogs, cats, or other usual small household pets may be kept in any unit, provided always that such household pets shall be allowed on the common areas only as may be specified under reasonable rules therefor promulgated by the Board of Directors. Except as hereinabove stated, no animal, livestock, birds or poultry shall be brought within the condominium or kept in or around any unit thereof.

(e) No resident of the condominium shall post any advertisements, signs, or posters, of any kind in or on the project except as authorized by the Council.

(f) Parking of automobiles shall be only in the spaces designated as parking spaces for each unit; no unattended vehicle shall at any time be left in the alley ways or streets in such manner as to impede the passage of traffic or to impair proper access to parking area. No storage of any flammable



material shall be permitted in said parking area and the same shall at all time be kept free of unreasonable accumulation of debris or rubbish of any kind.

(g) It is prohibited to hang garmets, rugs, and/or any other materials from the windows or from any of the facades of the project.

(h) It is prohibited to dust rugs or other materials from the windows, or to clean rugs by beating on the exterior part of the condominium units, or to throw any dust, trash, or garbage out of and of the windows.

(i) It is prohibited to through garbage or trash outside the disposal areas provided for such purposes.

(j) No owner, resident, or lessee shall install wiring for electrical or telephone installation, telephone antenna, machines or air conditioning units or any other devices whatsoever on the exterior of the project or that protrude through the walls or out of the windows, or on the roof of the project save as are expressly in writing previously approved by the Council.

(k) No owner, or other occupant of any condominium unit shall make any alteration, modification or improvement, nor add any awnings, patio covers or other devices to the common elements of the condominium or remove or add to any planting, structure, furnishings or other equipment or object therefrom except with the written consent of the Council.

(l) Reasonable and customary regulations for the use of the swimming pool area will be promulgated hereafter. Owners and all occupants of units shall, at all times, comply with such regulations.

9. Destruction or Obsolescence: Each owner shall, upon request therefore, execute an irrevocable power of attorney, in favor of the Council appointing the Council his attorney-in-fact to deal with the owner's condominium unit upon its destruction or obsolescence as is provided in paragraph 31 of the Condominium Declaration of THE MARINER HOUSE.

## ARTICLE IX

### AMENDMENTS TO PLAN OF UNIT OWNERSHIP

1. By-laws: These By-laws may be amended by the Council at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least 66-2/3% of the aggregate interest of the undivided interest of the

undivided owners of the general common elements.

#### ARTICLE IX

##### MORTGAGES

1. Notice to Council: An owner who mortgages his unit shall notify the Council through the Managing Agent, if any, or the President of the Board of Directors, giving the name and address of his mortgagees. The Council shall maintain such information in a book entitled "Mortgagees of Units".

2. Notice of Unpaid Assessments: The Council shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

#### ARTICLE X

##### COMPLIANCE

These By-laws are set forth to comply with the requirements of the State of Texas Condominium Ownership Act. If any of these By-laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

#### ARTICLE XI

This Council is organized pursuant to the Texas Non-Profit Corporation Act and does not contemplate pecuniary gain or profit to the members thereof and it is organized for non-profit purposes. No member, member of the Board of Directors or person from whom the Council may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Council be paid as salary or compensation to, or distributed to, or to insure to the benefit of any member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any member while acting as an agent or employee of the Council for services rendered in effecting one or more of the purposes of the Council, and (2) that any member of the Board of Directors may from time to time, to be reimbursed for his actual and reasonable expenses incurred to connection with the administration of the affairs of the Council.

#### ARTICLE XII

The Registered office and the principal office for the transaction of business of the Council shall be 215 Postoffice

Street, Galveston, Texas 77550, and the Registered Agent shall be BETTY LAVERNE, at the same address.

ARTICLE XIII

The persons who shall be authorized to execute any and all instruments of conveyance of encumbrances, including promissory notes, shall be the President and the Secretary of the Council.

ARTICLE XIV

Any agreement for professional management of the condominium project shall provide that said management contract may be terminated for cause on 90 days written notice and the term of said contract shall not exceed three (3) years.

ADAPTATION

Adopted by the Board of Directors on November 27, 198~~4~~<sup>4</sup>.

ATTEST:

*Mary J. Shufelt*  
Secretary

SUBSCRIBED AND SWORN TO before me, this 27th day of November, 1984. This instrument was acknowledged before me on the 27th day of November, 1984 by Mary J. Shufelt.

*Debra O. De Vries*  
Notary Public in and for  
The State of Texas  
(Debra O. De Vries)

My Com. Exp: 8-6-85