

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

064907

THE STATE OF TEXAS)
)
COUNTY OF DENTON)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, WILLIAM E. CAMPBELL, JR. - WOODBINE LIMITED PARTNERSHIP and WILLIAM E. CAMPBELL, JR. - ELM FORK LIMITED PARTNERSHIP, each of which is a Texas limited partnership, hereinafter collectively called the "Declarant," are the owners of the real property located in Denton County, Texas which is described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property");

WHEREAS, the Declarant will hold and convey the Property subject to certain protective covenants, conditions and restrictions, as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that the Property is held and shall be sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in the Property or any part thereof, and their respective heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE 1.

DEFINITIONS AND PURPOSES

Section 1.01 Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Declarant" shall mean and refer collectively to William E. Campbell, Jr. Woodbine Limited Partnership and William E. Campbell, Jr. - Elm Fork Limited Partnership, each of which is a Texas limited partnership, or their designated successors and assigns as Declarant hereunder as evidenced by an assignment recorded in the Real Property Records of Denton County, Texas.

(b) "Improvement" shall mean and include all buildings and roofed structures, parking areas, fences, walls, driveways, ponds, lakes, swimming pools, tennis courts, construction which changes any exterior color or shape, and any new exterior construction or exterior improvement. The term "Improvements" includes both original improvements and all later changes and alterations. It does not, however, include landscaping or any other replacement or repair of any magnitude which ordinarily would be expensed in the maintenance of residential property and which does not change exterior colors or exterior appearances.

(c) "Landscaping" shall mean and refer to growing plants and vegetation, including grass, plantings, vines, ground cover, trees, hedges, shrubs, and the like.

(d) "Lot" or "Lots" shall mean and refer to any lot, parcel or tract of land shown upon any recorded subdivision map of the Property, together with any and all improvements that are now or may hereafter be constructed thereon.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or any portion of the Property, and shall not mean or refer to any person having an interest in any part of the Property merely as security for the performance of an obligation.

Section 1.02 Purpose. The Property is made subject to the conditions, covenants and restrictions contained herein, all of which shall be deemed to run with the Property and each and every Lot, tract, portion, or parcel thereof, to insure proper use and appropriate development and improvement of said Property so as to (a) protect the Owners (and their tenants) against the

improper development and use of acreage within the Property; (b) prevent the erection within the property of improvements constructed of improper or unsuitable materials or with improper quality and methods of construction; (c) insure adequate and reasonably consistent development of the Property; (d) encourage and insure the erection of attractively designed permanent improvements appropriately located within the Property in order to achieve harmonious appearance and function; (e) provide adequate off-street parking facilities; and (f) generally promote the welfare and safety of the Owners, tenants, and occupants of acreage within the Property.

ARTICLE 2.

Section 2.01 The Building and Architectural Control Committee. There is hereby established a Building and Architectural Control Committee (the "Committee") consisting of not less than one (1) nor more than three (3) members. The number of members of the Committee shall be determined by Declarant, the members of the Committee shall be appointed by and serve at the pleasure of the Declarant, and in the event of the death or resignation of any member of the Committee the Declarant shall have the authority to designate a successor. The sole initial member of the Control Committee shall be William E. Campbell, Jr.

Section 2.02 Function. The Committee shall have the sole responsibility to approve and regulate the design and construction of all Improvements within the Property so as to assure compliance with the intent and purpose of this Declaration. No Improvement shall be erected, constructed, placed or altered on any portion of the Property until plans and specifications in such form and detail as the Committee may deem necessary shall have been submitted to and approved in writing by such Committee. The decision of the Committee shall be final, conclusive and binding upon all Owners and their tenants.

Section 2.03 Content of Plans and Specifications. Prior to the construction of any Improvements, two (2) sets of plans and specifications shall be submitted to the Committee at 16475 Dallas Parkway, Suite 500, Dallas, Texas, or such other address as may be specified from time to time by the Committee, and shall include the following: (i) structural design (including floor plan); (ii) exterior elevations; (iii) exterior materials, colors, textures and shapes; (iv) location of Improvements on the Property; (v) a grading plan, showing existing and finished grades at lot corners and at corners of proposed improvements, Lot drainage provisions, including any storm sewer locations, as well as cut and fill details if any changes occur in the finished lot contour at any exterior boundary of the Lot; (vi) a landscape plan, depicting walkways, fences, walls, screening, elevation changes, water features, vegetation and ground cover, showing scale, plant material list, spacing, sizing and location and including an irrigation plan showing area coverages and manufacturer's name and equipment type; (vii) any other information necessary to show compliance with this Declaration or requested by the Committee.

Section 2.04 Approval Criteria. Approval of plans and specifications shall be based, among other things, on general adequacy of Lot dimensions, structural design, conformity and harmony of exterior design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, compliance with applicable governmental requirements and conformity to both the specific and general intent of the restrictions and covenants set forth herein.

Section 2.05 Limitation of Liability. Neither the Declarant, the Committee, nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications. Further, the construction of any Improvement shall be the sole responsibility of the Owner and any recommendation with respect to any plans or specifications or the means or method of construction made by the Committee or any member thereof shall not alter the Owner's responsibility for the safe and proper design and construction of said Improvement; nor shall it give rise to any claim by anyone against the Declarant or Committee or any member thereof for any defect in design or construction of any Improvement.

Section 2.06 Failure to Act. If the Committee fails to approve or disapprove submitted plans and specifications or reject them as being inadequate within thirty (30) days after submission thereof, it shall be conclusively presumed that the Committee has approved such plans and other specifications. In the event any such plans are disapproved by the Committee, such plans shall be returned to the Owner together with a statement of items found not to comply with these restrictions or not to be satisfactory to the Committee. Any modification or change must be resubmitted to the Committee for further review.

Section 2.07 Approvals, Waivers, and Variances. It is the intent of this Declaration that the regulation of the Property and every Lot as set forth herein be strictly adhered to. Notwithstanding that intent, it is recognized that particular circumstances may from time to time and on a case-by-case basis necessitate the waiving or varying of certain of the requirements set forth herein. Therefore, for good cause shown, the Committee may, in its sole discretion, and on a case-by-case basis waive or vary the requirements and standards set forth herein so long as such waiver or variance does not violate the overall scheme and intent of this Declaration. Any waiver or variance, when granted, shall be final and binding upon all Owners. The granting of a waiver or variance to one Owner shall not automatically entitle another Owner to the same waiver or variance, it being understood that each request for a waiver or variance shall be treated on its own merits. Further, the granting of a waiver or variance to an Owner shall not automatically entitle that Owner to any subsequent or additional waiver or variance. All approvals, waivers, and variances by the Committee shall be in writing and signed by at least one member of the Committee and, if requested by the applicant, shall be in recordable form. Any approval, waiver, or variance in any form other than as set forth in the immediately preceding sentence shall not be binding.

ARTICLE 3.

PROTECTIVE COVENANTS

The following provisions shall be applicable to any and all construction on alterations and additions to, or use of the Property and all Improvements thereon and shall be deemed, for all purposes, to be covenants running with the Property.

Section 3.01 Use. The Property shall be used for residential and/or farming and ranching purposes only, subject to the additional restrictions and stipulations contained in this Declaration. In no event shall any residential dwelling upon any Lot be occupied until it has been fully completed in accordance with plans and specifications approved by the Committee.

Section 3.02 Use Limitations. The following uses of Lots are not permitted:

(a) No business or commercial activity (other than farming and ranching) shall be conducted on any portion of the Property. Without limiting the generality of the foregoing, no manufacturing activity shall be conducted on the Property and no portion of the Property shall be utilized as a feed lot (i.e. for the conduct of a commercial livestock feeding operation).

(b) No noxious or offensive activity shall be carried on the Property, nor shall anything be done thereon which would be illegal, an annoyance or nuisance to the owner or owners of adjoining property.

(c) No public nuisance as defined in Sections 125.001 and 125.041 of the Texas Civil Practice and Remedies Code shall be maintained or carried on on the Property.

(d) No hazardous waste disposal, storage or activity or any other activity which might affect or derogate the environment or the surface or ground waters of the Property or any adjoining property, shall be carried or conducted on the Property.

(e) No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind may be conducted on the Property.

(f) No portion of the Property may be used or maintained as a dumping ground for rubbish or trash, and no trash or refuse shall be permitted to wash or otherwise migrate into any creek or creeks or underground water which may flow through or exist under any portion of the Property.

(g) No trailer homes, mobile homes or modular homes (with the exception of one travel trailer which will not be used for a residence) shall be permitted at any time on any Lot.

(h) No automobiles, trucks, boats, trailers, campers, recreational vehicles, or other vehicles of whatever kind or character, shall be left on the street, except that vehicles operated by guests of any Owner may be temporarily parked on the street during reasonable hours of parties or other similar functions sponsored by an Owner. No trucks (with a size designation of greater than one ton), automobiles, boats, trailers, campers, recreational vehicles or other similar large vehicles shall ever be parked or stored on the front of Lots or on side of Lots adjacent to streets. Outside storage for all vehicles must be located in the back of Lots. No vehicle of any size which normally transports flammable or explosive cargo may be kept on the Property at any time.

(i) Any use involving further subdividing of any Lot shall not be permitted without the prior written approval of the Committee.

(j) Unless otherwise approved in writing by the Committee, no radio or television tower or antenna shall be constructed or erected on any Lot which extends higher than fifteen (15) feet over the highest point of the residential structure constructed on such Lot (including chimneys) or extends higher than thirty-five feet from the ground level of the Lot if such tower or antenna is not attached to such residential structure. No other permanent attachments of any kind or character shall be made to the roof or walls of any residence unless such attachments shall have been first submitted to and approved by the Committee.

(k) No communication receiving or transmitting device or equipment shall be used on any Lot which interferes with the television reception on any other Lot without the prior written consent of the Committee, which consent may be withheld or, once given, revoked for any reason. Satellite receivers may be allowed if constructed and maintained in a manner satisfactory to the Committee.

(l) No clothesline shall be maintained on any Lot unless it is hidden from view by a large hedge or other protective enclosure in a manner approved by the Committee.

(m) Any above ground propane tank shall be screened in a manner satisfactory to the Committee.

Section 3.03 Animals and Fowl. Only horses and cattle used in farming and ranching activity and household pets, subject in each case to the limitations set forth herein, may be kept on the Property. No reptiles or fowl may in any case be kept on the Property. Dogs, cats or other household pets may be kept on the Property subject to the limitations herein set forth and provided they are not kept, bred or maintained for any commercial purpose.

(a) Animals may not be kept in excessive numbers and must be kept in suitable enclosure(s) for the number and type of animal involved. All enclosures erected for such purpose must not detract from the architecture of surrounding structures.

(b) If any Owner keeps excessive numbers of animals or if any livestock enclosure is overcrowded, not adequately maintained or cleaned, presents an unkept appearance or produces noxious odors, the Committee may declare such conditions a nuisance and order such livestock or enclosure(s) removed from the Lot. The decisions and actions of the Committee concerning the foregoing shall be conclusive and binding.

Owner shall accept the drainage as it exists at the time of purchase regardless of whether it is natural drainage or created as a result of prior development or improvement of the Property. The Owner of each Lot which abuts or contains any portion of the existing ponds situated on the Property takes and accepts title to each said Lot with the knowledge, understanding and acceptance of the natural drainage and condition of each said pond. Such ponds may not be changed or altered in any manner whatsoever, unless approved by the Control Committee.

Section 3.10 Exterior Lighting. No exterior lights shall be installed or maintained on any Lot which light is found to be objectionable by the Committee. Upon being given notice by the Committee that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable. No sodium vapor exterior lights or lighting or similar high outside intensity lights and lighting or illumination shall be installed on any structure or pole or shall be used on the Property.

Section 3.11 Removal of Dirt and Other Minerals. Except in conjunction with construction and drainage work, the removal of dirt, stone, gravel, or other materials from any Lot for any purpose is forbidden without written permission from the Committee.

Section 3.12 Masonry. The exterior walls of each building or other structure, exclusive of doors and windows, on the Property or any Lot shall be 75% masonry, stone, brick, or stucco construction, unless a variance from this restriction is specifically approved in writing by the Committee.

Section 3.13 Roofs. Except as may be specifically prohibited by law, all roofs constructed on buildings or structures on the Property or any Lots shall be constructed of wood shingles, tile, slate, or composition roofing shingles in "earth-tone" colors unless a variance from this restriction is specifically approved in writing by the Committee. Any composition roofing shingles shall be of such a kind, quality, and material as to bear a minimum twenty (20) year manufacturer's warranty. The roofs of all buildings shall be constructed with a minimum slope 5/12 roof pitch (5 foot rise per 12 foot horizontal run); provided, however, flat roofs shall be permitted on detached carports and/or garages.

Section 3.14 Screening. All mechanical units (including, without limitation, air conditioning units, electrical transformers, and gas meters) and all trash and refuse containers located on the Property or any Lot shall be screened from view of adjoining properties and public streets by means of wood, brick, masonry, or other opaque material, or by such other means and materials as may be approved by the Committee.

Section 3.15 Construction Material. No building material of any kind or character shall be placed or stored upon a Lot until the Owner is ready to commence construction of Improvements and then such materials shall be placed within the property lines of the Lot upon which the Improvements are to be erected, and shall not be placed in the street. No stumps, trees, underbrush, or any refuse of any kind, nor scrap material from the Improvements being erected on any Lot shall be placed on any adjoining Lots or streets. All such material, if not disposed of immediately, must remain on the Lot on which construction work is in progress, and at the completion of such Improvements, such material must be promptly removed from the Property.

Section 3.16 Temporary Structure. No trailer, tent, shack, garage, or any structure of a temporary character shall at any time be erected or used on any Lot as a residence or business, either temporarily or permanently, except during actual construction of a building erected thereon, and then such temporary structure must be on the Lot on which construction is in progress and not on adjoining Lots or streets, and at completion of construction, the temporary structure must be removed immediately. No such temporary structure shall be used for residential purposes during construction.

Section 3.17 Drainage. No water shall be drained or discharged from any Lot, except in accordance with grading plans approved by the Architectural Review Committee. Further,

Section 3.04 Front Line Set-Back Restrictions. No structure of any kind, residential or otherwise, shall be constructed less than one hundred (100) feet from the center line of the road or street adjacent to any Lot, unless otherwise shown on the plat.

Section 3.05 Construction Term. If a residence is not completed on any Lot on or before nine (9) months from the commencement of construction, the applicable Owner will pay to Committee the sum of \$10.00 per day beginning on the first day thereafter and continuing until the final completion of the residence, as liquidated damages. The Committee shall have the right to grant extensions of the aforesaid nine (9) month period from time to time in its discretion for reasonable cause.

Section 3.06 Fences. No fences of any kind or character shall be permitted except for metal, wood or masonry fences which have been specifically approved in writing by the Committee. Wire fences (including chain link) are expressly prohibited, except along rear and side Lot lines.

Section 3.07 Landscaping. Landscaping must comply with and conform to the following:

- (a) Existing trees must be preserved to the extent practical.
- (b) Landscaping must not prevent reasonable access to public and private utility lines and easements for installation and repair.
- (c) Landscaping may not divert in any way creeks, or increase such creeks in size through dams or other obstructions, without prior written permission from the Committee.

Section 3.08 Construction Standards.

- (a) Exterior walls of each building constructed or placed on a Lot shall be approved by the Committee.
- (b) The total habitable area of the main structure on each Lot shall have the following minimum square footage exclusive of porches, stoops, terraces and garages (including any attached carports); 2,500 square feet for single story residences; 2,750 square feet for 1½ story residences; 3,200 square feet for two story residences. The ground floor of any 1½ or two story residence shall contain a minimum of 2,000 square feet.
- (c) Proper drainage facilities or structures shall be located under that portion of each driveway situated in any right-of-way maintained by a public authority and such facilities or structures shall comply in all respects with the applicable standards, rules and regulations of Denton County, Texas and this Declaration.
- (d) Driveways shall be constructed of concrete, asphalt, or other materials as expressly approved by the Control Committee. All approaches and culverts connecting the driveway and street shall be approved for design and materials by the Committee.
- (e) All utility services to be the residence on each Lot shall be installed entirely underground from the residence on such Lot to the front or rear boundary line of such Lot; provided, however, that if existing utility lines or connections are located on a Lot at a place other than the front or rear boundary line of such Lot, then such utility services shall be installed entirely underground from the residence to such existing lines or connections.
- (f) All mailbox structures, including the possible use of the Owner's name or address either affixed or attached thereto, shall be subject to the prior written approval of the Committee.

Section 3.09 Natural Drainage. The Owner of each Lot takes and accepts title with the knowledge, understanding and acceptance of the drainage situation as it currently exists. The

no Owner shall interfere with the drainage established by the grading plan for the remainder of the Property or any other property adjacent to such Lot.

ARTICLE 4.

MAINTENANCE

Section 4.01 Maintenance. Commencing upon the completion of improvements to a Lot and as a continual duty thereafter, each Owner of a Lot shall have the duty and responsibility to keep his Lot, including buildings, other improvements, private drives, easement areas, and ground in connection therewith or appurtenant thereto (specifically including the parkway area between the property line and any adjacent street curb), in a well-maintained, clean, neat, and attractive condition at all times and shall comply in all respects with all governmental health, fire, and safety statutes, ordinances, regulations, or requirements. Maintenance requirements shall include, but are not limited to, the following:

- (a) All trees, shrubs, plants, and ground covers shall be timely and properly trimmed (including the removal of deadwood therefrom) according to their plant culture and the landscape design and shall be watered and fertilized at such times and in such quantities as required to keep them alive and attractive. Any dead tree, shrub, plant or ground cover shall be removed and replaced promptly. All bed areas shall be kept free of weeds and cultivated periodically as needed.
- (b) All rubbish, trash, garbage, litter, refuse, and other waste shall be stored in clean and sanitary solid waste receptacles and shall be promptly removed from the Lot prior to accumulation.
- (c) All exterior lighting and mechanical facilities shall be kept in good working order.
- (d) All parking areas and driveways shall be kept in good repair.
- (e) All exterior damage to any Improvements shall be promptly repaired and the exterior of all Improvements shall be repainted as needed.
- (f) All lawn areas shall be timely mowed and edged as needed to keep an even, well groomed appearance, shall be watered and fertilized at such times and in such quantities as required to keep the grass alive and attractive; and shall be kept free of weeds.

ARTICLE 5.

GENERAL PROVISIONS

Section 5.01 Duration. The covenants, restrictions and reservations of this Declaration (the "Covenants and Restrictions") shall run with and bind the land subject to this Declaration, and shall inure to the benefit of, and be enforceable by, the Declarant and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for an initial term of twenty-five (25) years from the date that this Declaration is recorded, after which the said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to abolish said Covenants and Restrictions or to change said Covenants and Restrictions in whole or in part; provided, however, that no such agreement to abolish or change the Covenants and Restrictions made by less than unanimous consent of the Owners shall be effective unless made and recorded at least one (1) year in advance of the end of (i) the initial term or (ii) any extended period of term and provided, further, that no change in the Covenants and Restrictions shall be applicable to existing buildings, structures, or improvements on the Property or any Lot. For the purposes of this Declaration, the determination of a majority of the Owners of the Lots shall be determined on

the basis of the total area of the Property subject to this Declaration and the area included in each Owner's Lot, rather than the number of Owners or the number of Lots.

Section 5.02 Amendment. Except as provided in Section 5.01, the Covenants and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only upon the unanimous consent of the Owners evidenced by a document in writing bearing each of their signatures. The consent of tenants or lessees or mortgagees of all or any part of the Property or Lots to such action is not required.

Section 5.03 Enforcement. Every Owner of any Lot or any part of the Property, Declarant, and their respective heirs, legal representatives, successors, and assigns shall have the right (but not the duty) to enforce this Declaration and the covenants, restrictions and conditions contained herein. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate same, either to restrain violation or to recover damages. The failure by any Owner or Declarant to enforce any covenant, restriction, easement, condition, reservation, charge, or lien shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.04 Partial Invalidity. If any article, paragraph, section, sentence, clause, or phrase of this Declaration shall be illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining articles, paragraphs, sections, sentences, clauses, or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining articles, paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null, or void.

Section 5.05 Notices. All notices, approvals, or other communications required or permitted to be given under this Declaration shall be in writing and shall be considered as properly given or made: (i) on the second day after being mailed from within the United States by first class United States mail, certified mail, return receipt requested, postage prepaid and addressed to the person to whom it is intended at the last known address of said person, or (ii) when actually received by the person to whom it is intended if given in any other manner.

Section 5.06 Number and Gender. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context requires.

Section 5.07 Titles. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration, or any part thereof.

Section 5.08 Applicable Law and Venue. This Declaration and the rights and obligations created hereby shall be construed in accordance with the laws of the State of Texas and venue for the enforcement of same shall lie exclusively in Denton County, Texas, and any person or entity affected hereby expressly waives the right to be sued elsewhere.

Section 5.09 Notice of Default and Opportunity to Cure. Notwithstanding anything contained herein to the contrary, in the event that any Owner shall fail to perform or observe any of the restrictions, covenants or conditions contained herein, Declarant or any other Owner desiring to enforce same (i) shall deliver to said non-complying Owner and (ii) may deliver (but is not required to deliver) to any mortgagee holding indebtedness secured by a recorded lien against all or any portion of said non-complying Owner's Lot, written notice of non-compliance, which notice shall specify the non-compliance of said non-complying Owner hereunder, and said non-complying Owner shall not be in default hereunder unless said non-complying Owner or the mortgagee fails to undertake appropriate action to cure the non-compliance hereunder within fifteen (15) days after the delivery of such notice or to thereafter diligently and continuously perform and complete the same within a reasonable period of time under the circumstances. In order to be eligible to receive copies of any notices of non-compliance hereunder, each such mortgagee must send written notice^d to Declarant and each Owner advising them that such

mortgagee is a lienholder on a portion of the Property and giving them such mortgagee's address. The delivery of notice of non-compliance to such mortgagee is not required hereunder and will be done, if at all, only as a courtesy. It is further understood and agreed that although mortgagees shall have the right to cure any defaults hereunder, no mortgagee shall have any obligation to cure such defaults and no mortgagee shall have liability hereunder unless the mortgagee acquires title to any portion of the Property as successor in interest to the applicable Owner, in which event the mortgagee shall be fully liable for all obligations hereunder from and after the date it acquires title to any portion of the Property.

EXECUTED this 13th day of September, 1996.

WILLIAM E. CAMPBELL, JR. - WOODBINE
LIMITED PARTNERSHIP, a Texas
limited partnership

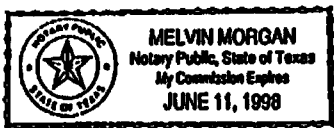
By: William E. Campbell, Jr.
William E. Campbell, Jr.
General Partner

WILLIAM E. CAMPBELL, JR. - ELM FORK
LIMITED PARTNERSHIP, a Texas
limited partnership

By: William E. Campbell, Jr.
William E. Campbell, Jr.
General Partner

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 13th day of September, 1996, by WILLIAM E. CAMPBELL, JR., General Partner of WILLIAM E. CAMPBELL, JR. - WOODBINE LIMITED PARTNERSHIP and WILLIAM E. CAMPBELL, JR. - ELM FORK LIMITED PARTNERSHIP, each a Texas limited partnership, on behalf of said limited partnerships.



Melvin Morgan
Notary Public in and for
the State of Texas

My Commission Expires:

MU4389M35DCCR

RETURN TO:
REPUBLIC TITLE OF TEXAS
300 CRESCENT COURT, SUITE 100
DALLAS, TEXAS 75201