



(d) "Owner" or "Owners" shall mean and refer to the owner or owners of the fee simple title to one or more Lots but shall not mean or refer to any person or entity holding only a lien on a Lot or owning only any easement or a mineral interest thereon or therein.

(e) "Declarant" shall mean and refer to LEFCO ENVIRONMENTAL TECHNOLOGY, INC., its successors, heirs and assigns. Provided, however, no person or entity merely purchasing one or more Lots from LEFCO ENVIRONMENTAL TECHNOLOGY, INC. in the ordinary course of business shall be considered a "Declarant".

## ARTICLE II

### RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.1 Recorded Subdivision Map of the Property. The plat ("Plat") of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.2 Easements. Declarant reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Montgomery County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility the sees fit to install in, across and/or under the Property. Declarant and its assigns further expressly reserves the right to enter upon any Lot for the purpose of improving, constructing or maintaining any natural drainage pattern, area or easement. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Reserves, Common Area and/or Lots. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision and/or any Utility District serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Declarant nor any utility company, water district, political Subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.3 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Lots by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. The Declarant may convey title to said easements to the public or a public utility company.

### Section 2.4 Utility Easements.

(a) Utility ground and aerial easements have been dedicated in accordance with the Plat and by separate recorded easement documents.

(b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (I) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

Section 2.5 Roads and Streets. Subject to the terms and conditions of this Section 2.5, the roads and streets in this Subdivision, as shown on the Plat, are hereby dedicated in addition to roadways, as utility easements for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground) cable television, or any other utilities that the Declarant sees fit to install (or permit to be installed) in, across and/or under the Property.

### ARTICLE III

#### RESTRICTIONS

Section 3.1 Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on the Property other than a dwelling unit or units to be used for residential purposes. Detached garages or work shops (collectively referred to as "Other Buildings") may be constructed on the property either prior to or after the main dwelling is built, so long as they are of good construction, kept in good repair, and are not used for residential purposes. No more than three (3) Other Buildings shall be permitted on any Lot. The term "dwelling" does not include single or double wide mobile homes, HUD manufactured homes or mobile homes. All dwellings must have at least 1400 square feet of living area, excluding porches, and be built with new construction materials. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes, trailers or HUD manufactured homes being placed on the Property, or the use of the Property for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and the Property shall not be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes, except as provided herein.

Section 3.2 Residential Foundation Requirements. All building foundations shall consist of concrete slabs, unless the circumstances such as topography of the Property make it impractical to use a concrete slab for all or any portion of the foundation of the building improvements constructed on the Property. Minimum finished slab elevation for all structures shall be above the 100 year flood plain elevation, or such other level as may be established by the Commissioner's Court of Montgomery County, Texas, and other applicable governmental authorities.

Section 3.3 Location of the Improvements. Unless otherwise shown on the Plat of the Subdivision, no building of any kind shall be located on the Property nearer than the greater of a) five (5') feet or b) the distance as shown on the Plat, to any side, rear or front property line, or any public road. Provided, however, as to any Lot, the Architectural Control Committee may, provided a replat is not required, waive or alter any such setback line if the Architectural Control Committee, in the exercise of the Architectural Control Committee's sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a Lot. Any such waiver or alteration must be in writing and recorded in the Real Property Records of Montgomery County, Texas. All dwellings placed on the Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity.

Section 3.4 Easements. Any utility easement that may be reserved in the Deed to which these restrictions are attached shall be for public use for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility across and/or under the Property. Any utility company serving the Property and/or any Utility District serving the Property shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. No utility company, water district, political Subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 3.5 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on the Property at any time as a residence, either temporarily or permanently.

Section 3.6 No overhead Power Lines. All electric and other utility lines shall be underground. No above ground electric or other power or utility lines shall be permitted.

Section 3.7 Sanitary Sewers. No outside, open or pit type toilets will be permitted on the Property. All dwellings constructed on this Property, prior to occupancy, must have a sewage disposal system installed to comply with the requirements of Montgomery County, Texas and any other governing agency having jurisdiction.

Section 3.8 Prohibition of Offensive Activities. Without expanding the permitted use of the Property, no activity, whether for profit or not, shall be conducted on the Property which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done to the Property which may become a nuisance. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on the Property.

Section 3.9 Garbage and Trash Disposal. Garbage and trash or other refuse accumulated on the Property shall not be permitted to be dumped at any place upon the Property or adjoining land where a nuisance to any residence in this area is or may be created. The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.10 Junked Motor Vehicles Prohibited. The Property shall not be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on the Property. This shall not be construed to mean that personal campers, boats, tractors, farm or recreational vehicles in good and usable condition may not be kept on the Property, provided that such items are parked in a garage or barn and hidden from public view.

Section 3.11 City of Montgomery Ordinances. The Subdivision is located within the City of Montgomery and is subject to such rules, regulations and ordinances as may now or hereafter be imposed by the City of Montgomery.

Section 3.12 Oil and Mining Operations. No oil drilling or development operations, oil refining, commercial quarrying or mining of clay, sand, gravel, iron ore or similar materials shall be permitted upon the Property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

**Section 3.13 No Subdividing or Road.** A Lot shall not be subdivided. A Lot shall not be used as a road or right of way.

**Section 3.14 Drainage.**

(a) Each Owner of a Lot agrees for himself, his heirs, legal representatives, assigns or successors-in-interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in the Subdivision, and he will make adequate provisions for the drainage of his Lot in the event it becomes necessary to change the established drainage over his Lot (which provisions for drainage shall be included in the Owner's plans and specifications submitted to the Committee and shall be subject to the Committee's approval). For the purposes hereof, "established drainage" is defined as the drainage which existed at the time that the overall grading of the Subdivision, including landscaping of any Lot in the Subdivision, was completed by Declarant.

(b) Each Owner (including Builders for Owners), unless otherwise approved by the Committee, must finish the grade of the Lot so as to establish good drainage from the rear of the Lot to the front street or from the Lot to the front and rear of the Lot as dictated by existing drainage ditches, swales and sloughs constructed by Declarant or Utility Districts for drainage purposes. No pockets or low areas may be left on the Lot (whether dirt or concrete) where water will stand following a rain or during watering other than the existing pond or ponds approved by the Architectural Control Committee. With the approval of the Committee, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or by installing an open concrete trough with area inlets, however, the drainage plan for such alternate drainage must be submitted to and approved by the Committee prior to the construction thereof.

(c) The Subdivision has been designed and constructed utilizing surface drainage in the form of ditches and swales and, to the extent these drainage ditches and swales are located in front, side or rear Lot easements, the Owners shall not regrade or construct any improvements or other obstruction on the Lot which adversely affects the designed drainage flow. The Owner shall be responsible for returning any drainage swale disturbed during construction or thereafter to its original line and grade, and the Owner shall be responsible for maintaining the drainage ditches or swales appurtenant to said Owner's Lot in its original condition during the term of his ownership.

**Section 3.15 Walls and Fences.** Walls and fences, if any, must be approved prior to construction by the Committee and shall be not closer to front street property lines than the front of the Dwelling on each Lot and no closer than the utility easement boundary line along any side street. All other fences and walls will be constructed of ornamental iron, wood or masonry, provided no electric or barbed wire or temporary fences shall be allowed unless the Committee approves a variance prior to its construction. Temporary fences shall be permitted during construction of improvements on any Lot. No chain link fences shall be permitted.

**Section 3.16 Antennas and Satellite Dishes.** No electronic antenna or device for receiving or transmitting any signal shall be erected, constructed or placed on any Lot that exceeds thirty (30") inches in height unless otherwise approved by the Committee. The Committee's decision shall be final.

**Section 3.17 Maintenance.** The Owner of each Lot shall keep such Lot and all improvements and landscaping thereon in a well-maintained, safe, clean and attractive condition at all times. If, in the opinion of the Committee, any such Owner shall fail in its duty and responsibility of maintenance, the Committee may give such Owner notice of such fact, whereupon such Owner shall within ten (10) days after such notice, undertake and thereafter complete with due diligence the maintenance work required to restore the property of such Owner to a safe, clean and attractive condition. Should any such Owner fail to fulfill said duty and responsibility after said notice, the Committee shall have the right and power to perform or cause such maintenance work to be performed at the expense of such Owner, in which event the Owner of the Lot on which such maintenance work and shall promptly reimburse the Committee for the cost thereof. Entry by the

Committee, its agents or employees, upon the property of such Owner and all action taken thereupon in connection with the maintenance of such property shall not be deemed a trespass and all claims for damages by reason thereof are hereby expressly waived. If any Owner shall fail to reimburse the Committee for the cost of any maintenance work performed by the Committee as aforesaid within thirty (30) days after receipt of an invoice therefore, the cost of such maintenance work shall be a debt owed by such Owner to the Committee which shall bear interest at the rate of ten percent (10%) per annum from the date due until paid and shall be secured by a lien against the Lot on which maintenance work was performed.

Section 3.18 No Discharge of Firearms. No firearms shall be discharged in the Subdivision.

Section 3.19 Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may, with the prior written approval of the Architectural Control Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting composite site, in which case the side set-back lines along the common lot lines shall be eliminated and said set-back lines shall thereupon be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. Further, any utility easements along said common lot lines shall be eliminated and abandoned upon approval of a Composite Building Site provided such easements are not then being used for utility purposes. Any such Composite Building Site must have a front building set-back line of not less than the minimum front building set-back line of all Lots in the same block. If there is a drainage easement along the common lot line, the Owner may, with the written approval of the Committee, relocate such drainage easement to a different location on the Lot, provided that such relocation shall not adversely affect adjacent Lots.

#### ARTICLE IV

#### ARCHITECTURAL CONTROL COMMITTEE

Section 4.1 Establishment of Committee. An Architectural Control Committee ("Committee") composed of three (3) members is hereby established for PLANTER'S VILLAGE. The initial members of such Committee shall be Philip LeFevre, Holly LeFevre and L. D. Jacobs. So long as Declarant remains the owner of one or more Lots in the Subdivision it shall have the right to remove any member of the Committee, and to appoint a new member in its place. It shall also have the right to appoint a new member in the event of a vacancy due to death or resignation. At such time as Declarant ceases to own any Lot, the Owners of a majority of the Lots in the Subdivision shall have the right to remove any member of the Committee, and to appoint a new member in his place. They shall also have the right to appoint a new member in the event of a vacancy due to death or resignation.

A successor to a member of the Committee shall have all of the duties and possess all of the powers of the member he replaces. The Committee shall act by majority vote, and a majority of the Committee may designate (and thereafter remove), one of its members to act for it and to perform any function which the Committee as a whole could perform. Neither the members of the Committee nor its designated representatives shall ever be entitled to any compensation for services performed hereunder; provided, however, the Committee may employ one or more architects, engineers, attorneys, accountants, or other consultants to assist the Committee in carrying out its duties under this Declaration.

Section 4.2 Approval of Plans. No building or other improvements, including driveways, sidewalks, drainage facilities, landscaping by commenced, constructed, erected, placed or maintained on any Lot, nor shall any exterior addition to or alteration therein be made, unless and until: (i) a preliminary site plan showing all uses and dimensions, the location of building, entries, driveways, parking areas, pedestrian ways, and storage areas, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Committee, and (ii) the final working plans and specifications including plans for all floors of any structure, cross-section and elevations for the work shown on the preliminary site plan and schematic plan have hereafter

been submitted to and approved in writing by the Committee as to compliance with this Declaration and as to harmony or external design and location in relation to property lines, building lines, easements grades and surrounding structures. The final working plans and specifications shall not be commenced until the preliminary site plan and the schematic plan have been so approved. The final working plans and specifications shall specify (in such form as the Committee may reasonably require) structural, mechanical, electrical and plumbing details and the nature, kind, shape, height, exterior color scheme, materials and location of the proposed improvements or alterations thereto. In the event the Committee fails to approve or disapprove the preliminary site plan and schematic plan within twenty (20) working days after same have been submitted to it, or thereafter fails to approve or disapprove the final working plans and specifications within twenty (20) working days after same have been submitted to it, approval thereof will not be required and the provisions of this Section 3.2 will be deemed to have been fully complied with. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Subdivision. The Committee's approval of plans and specifications shall be in writing and shall be signed by at least one (1) member of the Committee or by its duly designated representative.

Section 4.3 Successor to Committee. The Committee or the owners of a majority of the square footage in all Lots shall have the right and power from time to time to assign all the rights and responsibilities of the Committee to other entities or individuals at any time that such Owners determine another entity or individual is better suited to the performance of the functions of the Committee; provided, however, that as long as Declarant, owns one or more Lot, no such appointment shall be effective without its joinder.

Section 4.4 Variances. Declarant, or the Committee, may authorize variances from compliance with any of the provisions of this Declaration when deemed appropriate to accommodate sound construction, development and engineering practices and so long as each variance does not require a replat and serves to carry out the overall intent of this Declaration. Such variances must be in writing and shall become effective when signed by Declarant, or by at least a majority of the members of the Committee; and any variance which alters size of Lots, access to Lots, easements, building set-back lines or any feature of the recorded plat of this subdivision shall be in writing and recorded in the Real Property Records of Montgomery County, Texas. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect, in any way, the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

## ARTICLE V

### GENERAL PROVISIONS

Section 5.1 Term. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than two-thirds (2/3rds) of the then Owners (including the Declarant) of the Lots has been recorded agreeing to cancel, amend or change, in whole or in part, this Declaration.

Section 5.2 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Declarant) entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Owners. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners, such amendment must be approved by said Owners within

three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Owner. Those Owners, including the Declarant) entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Owners, including the Declarant duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. A quorum, for purposes of such meeting, shall consist of not less than seventy percent (70%) of all of the Owners (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Montgomery County, Texas, stating that the required number of Owners, including the Declarant executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose.

**Section 5.3 Amendments by the Declarant.** The Declarant shall have and reserves the right at any time and from time to time prior to March 1, 2004, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee. Additionally, Declarant shall have and reserves the right at any time and from time to time prior to such date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in commercial Subdivisions at the time this Declaration was adopted. Likewise, the Declarant shall have and reserves the right at any time and from time to time prior to such date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for commercial use following the date of this Declaration if the use of such device or apparatus will adversely affect the property values within the Subdivision.

**Section 5.4 Severability.** Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

**Section 5.5 Liberal Interpretation.** The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

**Section 5.6 Successors and Assigns.** The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Declarant, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

**Section 5.7 Effect of Violations on Mortgages.** No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

**Section 5.8 Terminology.** All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for

convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein," "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

Section 5.9 Declarant's Rights and Prerogatives. The Declarant may file a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for the Declarant's (ii) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by the Declarant or (I) assignment to any third party owning property in the Subdivision, of one or more of Declarant's specific rights and prerogatives provided in this Declaration to be exercised by Declarant. The assignee designated by Declarant to exercise one or more of Declarant's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the date that said assignee files a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for said assignee's discontinuance of the exercise of said right or prerogative. From and after the date that the Declarant discontinues its exercise of any right or prerogative hereunder and/or assigns its right to exercise one or more of its rights or prerogatives to an assignee, the Declarant shall not incur any liability to any Owner or any other party by reason of the Declarant's discontinuance or assignment of the exercise of said right(s) or prerogative(s).

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of this 18 day of March, 2003.

DECLARANT:

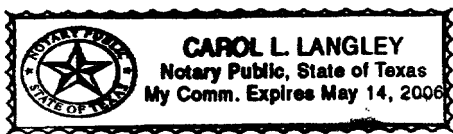
LEFCO ENVIRONMENTAL TECHNOLOGY, INC.

By: *Philip Lefevre*  
PHILIP LEFEVRE, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 18 day of March, 2003, by Philip Lefevre, President of LEFCO ENVIRONMENTAL TECHNOLOGY, INC., a Texas corporation in the capacity herein stated.



*Carol L. Langley*  
Notary Public, State of Texas

FILED FOR RECORD

2003 MAR 20 AM 9:11

*Mark Turball*  
COUNTY CLERK  
MONTGOMERY COUNTY TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

MAR 20 2003



*Mark Turball*  
County Clerk  
Montgomery County, Texas