

THE STATE OF TEXAS X
COUNTY OF VICTORIA X

FILE No. 9448
County Clerk, Victoria County, Texas

WHEREAS, G. L. WIGINGTON, JOHN D. CREWS, SAM GREEN, C. C. CARSNER, JR., MILTON A. SEALE, JAMES P. MCHANEY, ALBERT R. LONG, JACK C. FITZGERALD, JACK R. MORRISON, SR. and JACK R. MORRISON, JR., hereinafter referred to as GRANTORS, are the owners in fee simple of all lots and blocks in "COUNTRY CLUB VILLAGE, a subdivision in Victoria County, Texas, according to the map and plat thereof duly recorded in Volume 6, Page 73 of the Map and Plat Records of Victoria County, Texas, to which map and plat reference is here made for all purposes, subject to lien of a deed of trust in favor of ARTHUR BUCKERT, Trustee for VICTORIA BANK & TRUST COMPANY, of Victoria, Texas, which Deed of Trust is of record in Volume 982, Page 714 of the Deed of Trust Records of Victoria County, Texas; and

WHEREAS, said GRANTORS desire to place of record certain restrictive covenants, conditions and limitations affecting all the lots and blocks in said "COUNTRY CLUB VILLAGE" above referred to and VICTORIA BANK & TRUST COMPANY has agreed to join in the execution of this instrument;

AND WHEREAS, the GRANTORS herein, by and through C. C. CARSNER, JR., Individually and as Agent and Attorney in Fact for G. L. WIGINGTON, JOHN D. CREWS, SAM GREEN, MILTON A. SEALE, JAMES P. MCHANEY, ALBERT R. LONG, JACK C. FITZGERALD, JACK R. MORRISON, SR. and JACK R. MORRISON, JR., under and by virtue of that certain Power of Attorney dated August 14, 1978, duly recorded in Volume 979, Page 547 of the Deed Records of Victoria County, Texas, do hereby impose restrictions, covenants, conditions and limitations affecting all of the lots and blocks in said COUNTRY CLUB VILLAGE Subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the said GRANTORS for the purpose of impressing upon the properties hereinabove described and referred to the restrictive covenants and conditions hereinafter set out, do hereby make and publish the following limitations, restrictions, covenants and conditions which shall apply to and become a part of all contracts of sale, deeds and all other legal instruments whereby title and/or possession is divested out of

the present owners of the above described properties and invested in any other person or persons, to all of which the aforesaid owners do hereby bind themselves, as the fee owners of said properties, all of said limitations, restrictions, covenants and conditions shall extend to and include all the heirs, executors, administrators, assigns, devisees, lessees, and holders of every kind who may purchase or otherwise acquire any real property in the said COUNTRY CLUB VILLAGE Subdivision, from the owners thereof, and said owners expressly retain and reserve in every part, parcel and lot in said properties the proprietary right to enforcement and observance of all of such limitations, restrictions, covenants and conditions.

1. RESERVATIONS:

(a) In authenticating the subdivision map for record, and in dedicating the streets, drives and roads for the use of the present and future owners of said lots and to the public, there shall be and are hereby reserved in GRANTORS the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of GRANTORS in the conveyance of said property or any part thereof;

(b) The several streets, drives and roads as shown on said map or plat are hereby dedicated to the use of the public.

(c) GRANTORS reserve the necessary utility easements and rights-of-way as shown on the aforesaid map of COUNTRY CLUB VILLAGE recorded in the Deed Records of Victoria County, Texas, to which map and the record thereof reference is here made for all purposes, which easements are reserved for the use and benefit of any public utility operating in Victoria County, Texas, as well as for the benefit of GRANTORS and the property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sewers or any other utility or service which GRANTORS may find necessary for the proper service of lots in COUNTRY CLUB VILLAGE.

the present owners of the above described properties and invested in any other person or persons, to all of which the aforesaid owners do hereby bind themselves, as the fee owners of said properties, all of said limitations, restrictions, covenants and conditions shall extend to and include all the heirs, executors, administrators, assigns, devisees, lessees, and holders of every kind who may purchase or otherwise acquire any real property in the said COUNTRY CLUB VILLAGE Subdivision, from the owners thereof, and said owners expressly retain and reserve in every part, parcel and lot in said properties the proprietary right to enforcement and observance of all of such limitations, restrictions, covenants and conditions.

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(b) The several streets, drives and roads as shown on said map or plat are hereby dedicated to the use of the public.

(c) GRANTORS reserve the necessary utility easements and rights-of-way as shown on the aforesaid map of COUNTRY CLUB VILLAGE recorded in the Deed Records of Victoria County, Texas, to which map and the record thereof reference is here made for all purposes, which easements are reserved for the use and benefit of any public utility operating in Victoria County, Texas, as well as for the benefit of GRANTORS and the property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sewers or any other utility or service which GRANTORS may find necessary for the proper service of lots in COUNTRY CLUB VILLAGE.

(b) GRANTORS shall be obligated to arrange for the initial election of such Committee at such time (after the sale of fifty per cent (50%) of the lots as hereinabove set forth) as ten or more lot owners in COUNTRY CLUB VILLAGE request in writing the call of such election. Thereafter, the Committee shall also be obligated to arrange for elections for the removal and/or replacement of Committee members who so requested in writing by ten or more lot owners in COUNTRY CLUB VILLAGE, the COUNTRY CLUB VILLAGE Committee may also call such an election within its own discretion.

(c) Such election (or any other election for the removal or replacement of Committee members) shall be governed by the following: The COUNTRY CLUB VILLAGE COMMITTEE (or GRANTORS until such Committee is initially elected) shall serve written notice of such election to each of the then lot owners in COUNTRY CLUB VILLAGE by addressing of such notice by U. S. mail to the last known address of such owners at least two weeks prior to such election, therein apprising said owners of the time and place of said election.

Mailing of such notice shall be conclusively deemed to be notice. Votes of owners shall be evidenced by written ballot furnished by the Committee (or GRANTORS) and the Committee shall maintain said ballots as a permanent record of such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof. The results of such election shall be determined by the majority vote of those owners then voting. The appointment or election of the Committee and of any removal or replacement of members thereof shall be evidenced by the recording of an appropriate instrument properly signed and acknowledged by a majority of the then property owners voting in such election. The COUNTRY CLUB VILLAGE COMMUNITY COMMITTEE, when created shall function as representatives of all of the property owners in COUNTRY CLUB VILLAGE to assure against depreciation of property values in said addition by giving its attention to the matters hereinafter set out as proper functions of such Committee, and shall be authorized to:

(1) Collect and expend, in the interest of the subdivision as a whole, the Maintenance Fund hereinafter created.

(2) Enforce, by appropriate proceedings, these covenants and restrictions.

(3) Enforce or release any lien imposed on any part of this subdivision by reason of a violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges provided for.

2. Members of the COUNTRY CLUB VILLAGE COMMUNITY COMMITTEE may, at any time, be relieved of their position and substitute members therefor appointed by vote, as above set out. Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill by appointment, the vacancy pending further action by the lot owners. Until such time as the COUNTRY CLUB VILLAGE COMMUNITY COMMITTEE has been formed, as above provided for, GRANTORS specifically reserve unto themselves, or anyone unto whom they may delegate such right, the right to act within the authority granted the COUNTRY CLUB VILLAGE COMMUNITY COMMITTEE under these restrictions and covenants, and any reference in this instrument to the COUNTRY CLUB VILLAGE COMMUNITY COMMITTEE shall mean GRANTORS until such time as the COUNTRY CLUB VILLAGE COMMUNITY COMMITTEE has been elected as hereinbefore provided for. Neither GRANTORS nor any member of the COUNTRY CLUB VILLAGE COMMUNITY COMMITTEE shall ever be liable to any person, firm or corporation for any action (other than fraud or theft) taken with respect to the collection and/or administration and/or expenditures of the Maintenance Fund hereinafter provided for and the acceptance by any party of a deed to any lot in COUNTRY CLUB VILLAGE shall constitute such party's covenant and agreement that such liability shall not exist.

3. SPECIFIC LAND USE:

(a) All of the lots within COUNTRY CLUB VILLAGE shall be used for single family dwelling purposes only. No store or business house, no gas or oil or automobile service station, and no building of any

kind shall be erected or maintained thereon, except private dwelling houses and such out-buildings as are customarily appurtenant to dwellings, each house being detached and being designed for occupancy of a single family; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown on said map and plat, provided such tract constitutes a homesite as hereinafter provided. Parts of two or more adjacent lots facing the same street in the same block may be designated as one homesite, provided that no lot or lots may be re-subdivided into building sites having an area of less than 10,000 square feet in each building site, and each such building site shall have frontage upon the street upon which such lots abut.

(b) No oil drilling, oil development operations, oil refining quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

(c) No residence of a temporary character shall be permitted on any lot, and no previously built structure shall be moved on to any lot in the subdivision, it being the intention of these covenants and restrictions to require all buildings located on any lot or properties, above described and referred to, to be erected on such lot or properties.

(d) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

(e) No noxious or offensive activity, trade or profession shall be carried on upon any lot or in any structure upon any of such properties nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

4. SIZE AND LOCATION OF STRUCTURE AND MATERIALS:

(a) The ground floor living area of any main residence building on Lots 1 through 19 inclusive, in Block 1 of COUNTRY CLUB VILLAGE shall be not less than two thousand (2,000) square feet exclusive of open porches, terraces, carports and garages. Any

residence other than a single story residence situated upon said Lots 1 through 19 inclusive in Block 1 of COUNTRY CLUB VILLAGE shall have a ground floor area not less than one thousand five hundred (1,500) square feet exclusive of open porches, terraces, carports and garages.

(b) The ground floor living area of any main residence building situated on any lot in COUNTRY CLUB VILLAGE other than Lots 1 through 19 inclusive in Block 1 of said subdivision shall be not less than one thousand eight hundred (1,800) square feet exclusive of open porches, terraces, carports and garages. Any residence other than a single story residence situated upon any lot in COUNTRY CLUB VILLAGE other than Lots 1 through 19 inclusive in Block 1 of said subdivision shall have a ground floor area not less than one thousand five hundred (1,500) square feet exclusive of open porches, terraces, carports and garages.

(c) No residence of more than two and one half (2-1/2) stories in height shall be constructed on any lot in COUNTRY CLUB VILLAGE.

(d) Each dwelling house erected on any lot in COUNTRY CLUB VILLAGE shall be erected to have a minimum of two (2) car garage or a two (2) car carport.

5. MATERIALS OF CONSTRUCTION

The outer portion of the walls of the principal residence building including attached or detached garages constructed on any lot in COUNTRY CLUB VILLAGE shall be composed of rock, brick or stone masonry, covering not less than fifty per cent (50%) of the total outside wall area.

Under no circumstances shall concrete or hollow-tile blocks be utilized as the outer portion of the walls of the residence or garage, nor shall any asbestos siding or metal siding be used on the garage, nor shall the main residence have asbestos siding anywhere. All roofs shall be wood shingle, tile or heavy composition, with a minimum weight of three hundred (300) pounds per one hundred (100) foot square.

6. DRIVEWAYS AND SIDEWALKS

Each residence in COUNTRY CLUB VILLAGE shall have a concrete, washed gravel (exposed aggregate) or brick driveway leading from the street to the garage or carport, and such driveway shall be at least 20 feet wide and conform in all respects to the standards prescribed by

the City of Victoria, for such entrances, except that on any lot except Lots 1 through 19, Block 1, inclusive, where the garage or carport is located at and has its opening at the rear of the dwelling house, drive-ways leading from the front lot line only (not side street line) may have a minimum width of fourteen (14) feet.

The owner of each lot upon which a dwelling house is erected shall install a four (4) foot wide concrete sidewalk between the curb and the front line of such lot, in accordance with the specifications and standards prescribed by the City of Victoria, Victoria County, Texas. If such lot be a corner lot, such sidewalk shall be installed between the curb of the side street and the side line of said lot.

7. BUILDING LOCATION

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot in COUNTRY CLUB VILLAGE nearer than thirty (30) feet, nor farther than forty-five (45) feet, from the front line.

No building upon Lots 1 through 19 inclusive in Block 1 of COUNTRY CLUB VILLAGE shall be located nearer than ten (10) feet to an interior lot line and no building upon any other lot in COUNTRY CLUB VILLAGE shall be located nearer than seven (7) feet to an interior lot line and no building on any lot in the subdivision shall be located nearer than ten (10) feet to any side street line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. If a building plot consists of more than one lot as shown on the recorded plats of COUNTRY CLUB VILLAGE, then the interior lot line as specified herein shall be the ownership boundary line.

8. SIGNS

No sign of any kind shall be displayed to the public view on any lot, except one sign of a size of not more than twelve (12) square feet advertising the property for sale or rent, or signs used by a builder advertising the property during the construction and sales period.

9. MISCELLANEOUS PROVISIONS

(a) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than a maximum of three (3) dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

(b) No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective house.

(c) On Lots 1 through 19 of Block 1, no fence or continuous hedge or other improvements shall be allowed within forty (40) feet of the rear golf course property line. Such fence or continuous hedge shall be no more than four (4) feet in height.

In the event, however, that the Victoria Country Club, its successors or assigns, should construct a fence separating the property, now used by it as a golf course, and Lots 1 through 19 of Block 1 of COUNTRY CLUB VILLAGE, then and in such event, this restriction shall automatically terminate and become null and void and of no further force or effect.

(d) Any lot in said subdivision which has improvements in the back yard, such as clothesline, storage shed, hobby shop or other building shall have the back yard of said lot completely enclosed by privacy fence at least six (6) feet in height subject only to the limitation hereinabove set forth as to the backyard fences on Lots 1 through 19 in Block 1 of COUNTRY CLUB VILLAGE.

(e) No chain link or wire fences shall be constructed on any lot in the subdivision except as security fences around swimming pools.

(f) The entrance to all garages or carports shall be set back at least twenty (20) feet from the front line of the main dwelling.

(g) Any garage or carport which has an entrance from a side lot line or side street shall be set back at least twenty (20) feet from the side boundary of the lot upon which it is located.

(h) Ownership of a lot in COUNTRY CLUB VILLAGE does not convey membership in the Victoria Country Club nor does it give any lot owner the right to enter the club facilities or the golf course premises.

(i) All lawns on lots of Lots 1 through 19, Block 1 of COUNTRY CLUB VILLAGE abutting the golf course of Victoria Country Club will be maintained in a neat and attractive manner to the boundary lines between such lots and the golf course.

(j) No garages of any dwelling house situated upon Lots 1 through 19 of Block 1 of COUNTRY CLUB VILLAGE abutting the golf course shall have entrances to garages which face the golf course.

(k) No golf cart, tent, mobile home, motor home, trailer of any kind or similar structure, and no trucks, campers, or boats shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage. The doors of garages housing trucks, campers, boats, etc. shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelter or facilities maintained during and used exclusively in connection, reconstruction or repair of any work or improvements.

10. APPROVAL OF PLANS

No building shall be erected, placed or altered on any building plot in this subdivision until the building, plans, specifications and plot showing the location of such building, have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to the topography and finished ground elevation and as to compliance with these restrictions and covenants by a committee composed of JOHN CREWS, SAM GREEN, JAMES P. MCHANEY and MILTON A. SEALE, any majority of which Committee is hereby empowered to act for the Committee. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority and the remaining member or members shall have the authority to name another person or persons to fill the vacancy on such committee. Neither the members or the committee nor its designated representative shall be entitled to any compensation

of all owners in COUNTRY CLUB VILLAGE and such sum may be expended by the Committee for any purpose, which in its judgement, will be most effective in maintaining the property values in COUNTRY CLUB VILLAGE, including, but not by way of limitation, the lighting, improving, and maintaining the streets and roads in COUNTRY CLUB VILLAGE, constructing sidewalks, collecting and disposing of garbage, ashes or other refuse in COUNTRY CLUB VILLAGE, employing policemen, and/or watchmen, caring for vacant lots and trees thereon, fogging or spraying for control of mosquitos and other insects, and in doing any other thing necessary or desirable, which in the opinion of the COUNTRY CLUB VILLAGE COMMUNITY COMMITTEE, will keep the property neat and presentable or for any other purposes which the Committee considers will benefit the owners or occupants of property in COUNTRY CLUB VILLAGE.

(b) To secure the payment of the Maintenance Charge levied against each lot, or conforming building site, a vendor's lien shall be reserved in the deed from Grantor to the purchaser of such lot or building site, which lien shall be enforceable through appropriate proceedings at law by Grantor until such time as COUNTRY CLUB VILLAGE COMMUNITY COMMITTEE is formed pursuant to the provisions hereof, after which such time said lien shall be enforceable by the COUNTRY CLUB VILLAGE COMMUNITY COMMITTEE. It is expressly provided, however, that the lien securing such maintenance charge is and shall be subordinate and inferior to the lien or liens of any bona fide lender who hereafter lends moneys for the purchase of any lot in said addition, and/or for the construction and/or permanent financing of any improvements on such lot; such instrument to be in form and effect as may to the COUNTRY CLUB VILLAGE COMMUNITY COMMITTEE seem proper and appropriate.

13. TERM

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

14. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

14. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 27th day of September, 1979.

C. C. Carsner, Jr.
C. C. CARNSNER, JR. Individually and as Agent and Attorney in Fact for G. L. WIGINGTON, JOHN D. CREWS, SAM GREEN, MILTON A. SEALE, JAMES P. MCHANEY, ALBERT R. LONG, JACK C. FITZGERALD, JACK R. MORRISON, SR. and JACK R. MORRISON, JR.

VICTORIA BANK & TRUST COMPANY

ATTEST:

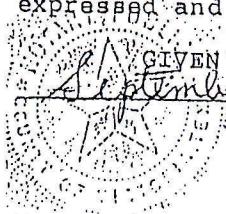
Royce F. Church
Royce F. Church
Asst. Vice President

BY Arthur Buckert
Its Senior Vice President
Arthur Buckert

THE STATE OF TEXAS X

COUNTY OF VICTORIA X

BEFORE ME, the undersigned, on this day personally appeared C. C. CARNSNER, JR., Individually and as Agent and Attorney in Fact for G. L. WIGINGTON, JOHN D. CREWS, SAM GREEN, MILTON A. SEALE, JAMES P. MCHANEY, ALBERT R. LONG, JACK C. FITZGERALD, JACK R. MORRISON, SR. and JACK R. MORRISON, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of September, 1979.

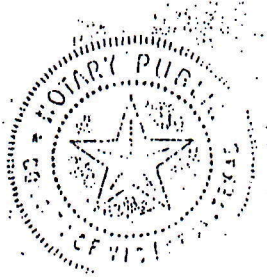
Geraldine B. Casey
Notary Public in and for Victoria County, Texas

GERALDINE B. CASEY

THE STATE OF TEXAS X
COUNTY OF VICTORIA X

BEFORE ME, the undersigned authority, on this day personally appeared Arthur Buckart, Senior Vice President of VICTORIA BANK & TRUST COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of Sept., 1979.



Ellen R. Fagan
Notary Public in and for Victoria
County, Texas
Ellen R. Fagan



DISCLOSURE OF RELATIONSHIP WITH RESIDENTIAL SERVICE COMPANY

RESIDENTIAL SERVICE CONTRACTS. A residential service contract is a product under which a residential service company, for a fee, agrees to repair or replace certain equipment or items in a property. Co-payments typically apply to most service calls. Residential service companies are licensed and regulated by the Texas Real Estate Commission. The extent of coverage and the cost of coverage will vary. Before buying a residential service contract, the buyer should read the contract and consider comparing it with the extent of coverage and costs from several other residential service companies. You may obtain a list of the residential service companies licensed in Texas at <http://www.trec.state.tx.us> as well as a copy of their respective contracts. **YOU MAY CHOOSE ANY COMPANY.**

THE PURCHASE OF A RESIDENTIAL SERVICE CONTRACT IS OPTIONAL. The TREC promulgated residential contract forms contain a paragraph in which the parties may negotiate whether the seller will reimburse the buyer the cost of a residential service contract. The choice of the residential service company and extent of coverage lies with the buyer. **NEITHER A BROKER/SALESPERSON NOR A SELLER MAY CONDITION THE SALE OF A PROPERTY ON THE BUYER'S PURCHASE OF A RESIDENTIAL SERVICE CONTRACT.**

Other Broker/Salesperson will receive no compensation from a residential service company.

Listing Broker/Salesperson will receive no compensation from a residential service company.

Other Broker/Salesperson receives compensation from the following residential service company

Listing Broker/Salesperson receives compensation from the following residential service company:

for providing the following services:

for providing the following services:

The compensation is not contingent upon a party to the real estate transaction purchasing a contract or services from the residential service company.

The compensation is the fee for the services that Listing Broker or Other Broker, either directly or through an agent, provides to the company. As required by the Real Estate Settlement Procedures Act and HUD Regulation X, any fees paid to a settlement services provider are limited to the reasonable value of services actually rendered.

Other Broker's Name _____ License No. _____
By: _____

Redding & Associates
Listing Broker's Name _____ License No. _____
By: Lizz Garza
Lizz Garza

The undersigned acknowledges receipt of this notice:

Buyer

Buyer

Seller Alexander Lane

Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 459-6544 (<http://www.trec.state.tx.us>) RSC 1.