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THE FAIRWAYS AT SONTERRA
DECLARATION OF RESTRICTIVE COVENANTS

(UNIT I)

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

THAT, MICHAEL ESPENSEN, INC., a Texas corporation (Declarant), being the owner of all of the lots situated within that certain subdivision known as The Fairways at Sonterra Subdivision Unit I, according to the plat of said subdivision recorded in Volume 9514, Pages 87-89 of the Deed and Plat Records of Bexar County, Texas (hereinafter called the subdivision), and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the subdivision, does hereby adopt and establish the following restrictions and covenants to run with the land and to apply to the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

I.

PURPOSE

The Land is encumbered by these Restrictions for the following reasons: to insure the best and highest use and most appropriate development of the property; to protect lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by lot owners.

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II.

USE

All lots in the subdivision shall be used for single-family residential purposes only.

No owner shall occupy or use his lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guests and tenants. During the construction and sales period of the initial dwelling units, the builder may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to, a business office, storage areas, sign, model units, and sales office.

No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence improvements, and then, the material shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street or between the curb and property line.

III.

ARCHITECTURAL CONTROL

There is hereby created an Architectural Committee composed of Michael Espensen, Terry Bernhard and Tom Lewis to serve until their successors are named. A majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. A vacancy on the Committee shall be filled by the Developer.

The Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. Members of said Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder and under no circumstances shall such

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Committee, or any of its members, be subject to suit by anyone for damages. In event of serious non-compliance, the Architectural Committee shall have the power to halt such work through legal means, the first step in which shall be legal notice to the owner of the property, and to require the resolution of such non-compliance prior to continuation of construction. In addition, a final inspection and Certificate of Occupancy issued by the Architectural Committee shall be required prior to occupancy of the premises restricted hereby. The Architectural Control Committee shall not be entitled to any compensation for services rendered pursuant to this covenant.

The Committee is authorized in its sole discretion to grant a deviation from the requirements contained herein to the extent that such deviation is not in conflict with prior and continuing restrictions, such as the Stone Oak Master Plan.

No building, fence, or other structure shall be erected, placed or altered on any lot in the subdivision until the plans and specifications, including exterior elevations and exterior colors and all exterior materials for such building, fence or other structure and a plat showing the location of such building, fence or other structure, shall have been approved in writing as to the quality of workmanship and materials, conformity and harmony of exterior design with existing structures in the subdivision and as to the location with respect to topography and finished ground elevation by an Architectural Control Committee.

IV.

RESTRICTIONS ON LOTS

All lots in the subdivision shall be used for residential purposes. No residential building shall remain incompleted for more than twelve (12) months after construction has commenced. Temporary use may be made of a house by Developer for a sales office, which shall be permitted until such house is sold, not to exceed twenty-four (24) months in total from time of completion.

All garages shall be large enough to accommodate under roof a

minimum of two (2) full-sized automobiles and shall be attached to the house by a common wall or breezeway unless permission is granted by the Architectural Committee to deviate from this requirement. No garage shall be permanently enclosed for conversion to any other use. Open car ports are not permitted.

The living area of each single-family dwelling, exclusive of open or screened porches (covered or uncovered), garages, storage rooms, stoops, open terraces and/or servant's quarters shall be not less than 2,500 square feet if single story and 2,800 square feet if 2 story.

V.

OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of such structures as a storage building, greenhouse or childrens' playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to approval of the Architectural Control Committee. In no instance shall an outbuilding exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling.

VI.

BUILDING MATERIALS

The exterior walls of all residential buildings shall be constructed with masonry or masonry veneer for atleast 75% of the total exterior wall area. Window and door openings shall be included as masonry. Notwithstanding the foregoing, The Architectural Control Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood. Roofing shall be slate, tile or other architectural materials including fire restrictive wood shingles and shakes. Composition roofs are not permitted. No clotheslines shall be constructed, placed or erected on any lot in

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such a way as to be visible from outside that lot.

VII.

FENCES

No fence, wall or hedge shall be built or maintained forward of the front wall, or hedge shall be built or maintained forward of the front wall line of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any lot. On corner lots no fence or wall may be built closer than twenty-five (25) feet from the side property line. Any fence that is parallel and adjacent to any street shall be a composition of:

- (1) all masonry; or
- (2) a combination of wrought iron and masonry; or
- (3) a combination of masonry and wood.

An exception shall be made in the case of retaining walls not to exceed twenty-four inches (24") above the ground.

Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

No chain-link fences may be built or maintained on any lot.

No fence, wall or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended; the same sight line

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limits shall apply on any lot within ten feet (10') from the intersection of street property lines with the edge of a driveway or alley pavement. No fence or wall shall exceed six feet (6') in height.

VIII.

DRIVEWAYS & SIDEWALKS

Driveways and sidewalks on each residential lot must be constructed of pebble of pebble finish or stamped concrete or brick pavers. Location, design and any decorative surface must be approved by the Architectural Committee. The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any lots. Driveways and sidewalks must be shown on the site plan submitted for approval of the Architectural Committee. Asphalt and finished concrete driveways and sidewalks are specifically prohibited.

IX.

TEMPORARY STRUCTURES

No structure of a temporary character - trailer, tent, shack, garage, barn or other outbuildings -- shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be connected to utilities situated within a lot. No dwelling previously constructed elsewhere may be moved on any lot in the subdivision controlled by these covenants. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home upon which the wheels have been left attached.

X.

SIGNS

No signs of any kind shall be displayed to the public view on any single-family residential lot except one (1) professional sign of not more than nine (9) square feet advertising the property for sale or

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rent. Signs used by the developer to advertise the property during the construction and sales period shall be permitted, irrespective of the foregoing. Signs advertising subcontractors or suppliers are specifically prohibited. The sign may state only the name and phone number of the seller and/or their agent. The Architectural Control Committee shall have control over all verbage on all signs.

XI.

MAINTENANCE

Grass, weeds and vegetation on each lot sold shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Lawns must be properly maintained and fences must be repaired, maintained and no objectionable or unsightly usage of lots will be permitted which is visible to the public view. Building materials shall not be stored on any lot except when being employed in construction upon such lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such lot.

Until a home or residence is built on a lot, Declarant may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgement, and have dead trees, shrubs and plants removed therefrom. Declarant may also, at its option, remove any excess building materials or building refuse situated on a lot in violation of this covenant. The owner of any lot shall be obligated to reimburse Declarant for the cost of such maintenance or removal upon demand.

XII.

LANDSCAPING

All front yards and side yards on all lots must be sodded, exclusive of any landscaped areas. Decorative rock (i.e. lava rock) in the front and side yard may not exceed ten (10) percent of the total area of the front and side yard. All lots must have a minimum of four (4) oak, elm, pecan, or mountain laurel each of which must be a least four (4) inches in diameter and at least twelve (12) feet in

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height between the front set back line and the front side walk. If such requirement is not met naturally on the lot, the owner must plant such within sixty (60) days of occupancy of the home.

Underground sprinkler systems shall be installed for each dwelling. The systems shall be maintained as operational and used whenever needed to keep lawns and landscaping in as acceptable condition. The POA shall determine what is acceptable depending on the season, weather conditions and water availability.

XIII.

UTILITY EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each lot, if any, and all improvements in such area shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the owners situated on the land covered by said easements.

XIV.

VEHICLES

No trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck larger than a three-quarter (3/4) ton pick-up or wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any portion of the front yard in front of the building line of the permanent structure and shall be kept, parked,

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stored or maintained on other portions of a lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent lots and streets for a period more than twenty-four (24) hours. No dismantling or assembling of a trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck larger than a three-quarter (3/4) ton pick-up or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No commercial insignia or names shall be parked on any lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent lots and streets, unless such vehicle is temporarily parked for the purpose of serving such lot.

Off street parking shall be provided by the owner of each residence for all such vehicles in a location screened from view from the street and from the other lots. On street parking, except by visitors, is prohibited.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No owner or occupant shall perform any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditment, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners.

No exterior lighting of any sort shall be installed or maintained on a lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Architectural Control Committee.)

No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the lot and improvements situated thereon) shall be placed or used upon any lot.

XV.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant lot, park or drainage area in said subdivision.

XVI.

PETS

No animals, livestock or poultry of any kind shall be raised bred or kept on any lot except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes; and provided further, that no more than two (2) adult dog and two (2) adult cats may be kept on a single lot.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Architectural Control Committee. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

XVII.

OIL AND MINING OPERATIONS

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 any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No tank for the storage of oil or other fluids may be maintained on any lots above the surface of the ground.

XVIII.

WATER AND SEWAGE SYSTEMS

No individual water supply system or sewage disposal system shall

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be permitted on any lot, including, but not limited to, water wells, cesspools or septic tanks.

XIX.

RADIO OR TV ANTENNA AND SOLAR COLLECTORS

No radio, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any lot, except those which are fully enclosed within the structure of the dwelling. No microwave dishes, antennas, receivers, or transmitters shall be placed on any lot without the prior written approval of the Architectural Control Committee. Solar apparatus, if used, must be installed in a location not visible from the street and must be approved by the Architectural Committee before erection.

XX.

DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the aforementioned recorded plats, such easements being depicted thereon as "drainage easements". No owner of any lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no owner may:

(1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee and the City of San Antonio Drainage Engineer;

(3) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements;

(4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the subdivision.

XXI.

ATHLETIC FACILITIES

Tennis court lighting and fencing shall be allowed with the approval of the Architectural Control Committee. No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed within twenty five feet (25') from the front property line of any lot in the subdivision without the prior written consent of the Architectural Control Committee.

XXII.

GARAGES

A garage able to accommodate at least two (2) automobiles must be constructed and maintained for each residence. The entrance to the garage must face either the side or rear of a lot so as not to be readily visible from the front of the lot when the garage is attached or a part of the main structure. If the garage is detached from the house, it may open to the front if it is set in the back yard a distance of not more than ten (10) feet from the rear lot line. No garage or driveway access shall be allowed from Huebner Road. Garages will be allowed as builder's sales offices prior to permanent occupancy of the main structure.

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XXIII.

SETBACK LINES

All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines, and in no event shall any such building or other structure be constructed, placed or maintained within seven and one-half feet (7-1/2') of the side boundary of a lot except on corner lots where the minimum setback from there shall be twenty-five (25') or within twenty-five feet (25') of the rear boundary of a lot, except that in respect to cul-de-sac or lots having a curved front lot line with a radius of curvature of less than two hundred feet (200'), such structure may be constructed as near as fifteen feet (15') from the rear of the lot; provided, further, however, that detached garages and temporary structures may be situated as near as ten (10) feet to the rear of any lot. Lots adjacent to Huebner Road shall have a minimum rear set back of twenty-five feet (25') for any structure including detached garages. The rear setback line requirements herein specified may be waived by the Architectural Control Committee in the event the owner of a lot desires to construct a tennis court at the rear of such lot and such tennis court will not in the opinion of such Committee detract from the general appearance of the neighborhood; provided, further, however, that in no event may such tennis court be situated over a platted drainage or utility easement. The eaves of buildings shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this covenant.

Except as related to the front or side street setback, eaves, steps, terraces, patios, swimming pools, walls and fences shall not be considered as part of a building for purposes of restricting location. Provided, however, no part of a structure may encroach on another lot or obstruct any easement. No obstruction to visibility at street intersections shall be permitted.

Resubdivision and Merging. No lot in the subdivision may be further subdivided. Adjoining lots may be merged provided the total area is landscaped and maintained as the grounds for a single residence. Lots formed by merging must be greater in area than any original lot and will be subject to restrictions and covenants the same as the original lots. All merging of lots shall require the written approval of the Architectural Committee.

XXIV.

ADDITIONS

The Developer may bring within the scheme of this Declaration additional properties through the execution and filing of a supplementary Declaration of Restrictions, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The supplementary Declaration may contain such modifications as are necessary to reflect the different character of the added properties.

XXV.

ENFORCEMENT

Except for matters related to the Architectural Committee as described in Paragraph 4, if the owner of any lot, or its heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the POA or the Developer, or if the POA or Developer shall fail to do so after sixty (60) days written notice from a person owning any lot encumbered by this Declaration, then for any such owner to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or Tenant to comply with any restriction or covenant will result in irreparable damage to Developer and other owners of lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be

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enjoined by an action for specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

XXVI

ASSESSMENTS

The Declarant, for each lot owned by it within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges and (2) special assessments for capital improvements such assessments to be fixed, established, and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time the obligation accrued.

The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the Members.

The monthly assessment for both improved and unimproved Lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The maximum annual assessment for improved lots and annual assessments for unimproved lots may be increased by a

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majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above that of a previous year without a vote of the membership. By increase in annual assessments of more than ten percent (10%) above that of a previous year shall require approval of two thirds (2/3) vote of each class of members voting at a meeting duly called for that purpose. a quorum will be required. the quorum required will be as follows: the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all votes of membership shall constitute a quorum.

In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment on improved lots only, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common facilities, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each improved Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all improved Lot Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Subject to the limitations of Section 3 hereof, the annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above that of a previous year without a vote of the membership. Any increase in the annual assessment of more than ten percent (10%) above that of a previous year shall require approval of two-thirds (2/3) vote of each class of Members voting at a meeting duly called for that purpose.

Each owner of a lot, parcel or living unit located in the Fairways at Sonterra hereby covenant and agree to be bound by the "Sonterra Property Owners Association Declaration of Covenants" as recorded in Volume 3418, Page 1980-1987, Bexar County records as well as the "Stone Oak Declaration of Covenants and Restrictions" as recorded in Volume 2978, Page 0930, Bexar County records. Participation in the Fairways at Sonterra P.O.A., Sonterra P.O.A., and Stone Oak P.O.A. is mandatory for each owner.

EXECUTED this 3rd day of October, 1986

MICHAEL ESPENSEN INC.

BY: Michael Espensen
Michael Espensen, President
Declarant

THE STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 3rd day of
October, 1986, by Michael Espensen, President of
MICHAEL ESPENSEN INC., a Texas limited partnership.



George Bernhard
Notary Public, State of Texas

My Commission Expires: 11-3-87

Ret to:
Michael Espensen Inc.
PO Box 32061
San Antonio TX 78216

FILED IN MY OFFICE
OCT 6 1986 3:53 PM
ROBERT D. GIBSON, County Clerk, Bexar Co.

~~FILED IN MY OFFICE
COUNTY CLERK BEXAR CO.
1986 OCT 6 PM 3 55~~

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that the foregoing was read to the parties
present on the day and at the place above stated and that the same
was duly recorded in the Official Public Records of said County
of Bexar County, Texas on



OCT 7 1986
Robert D. Gibson
COUNTY CLERK BEXAR COUNTY, TEXAS

~~FILED IN MY OFFICE
ROBERT D. GIBSON
COUNTY CLERK BEXAR CO.
1986 OCT - 6 PM 3 55~~

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