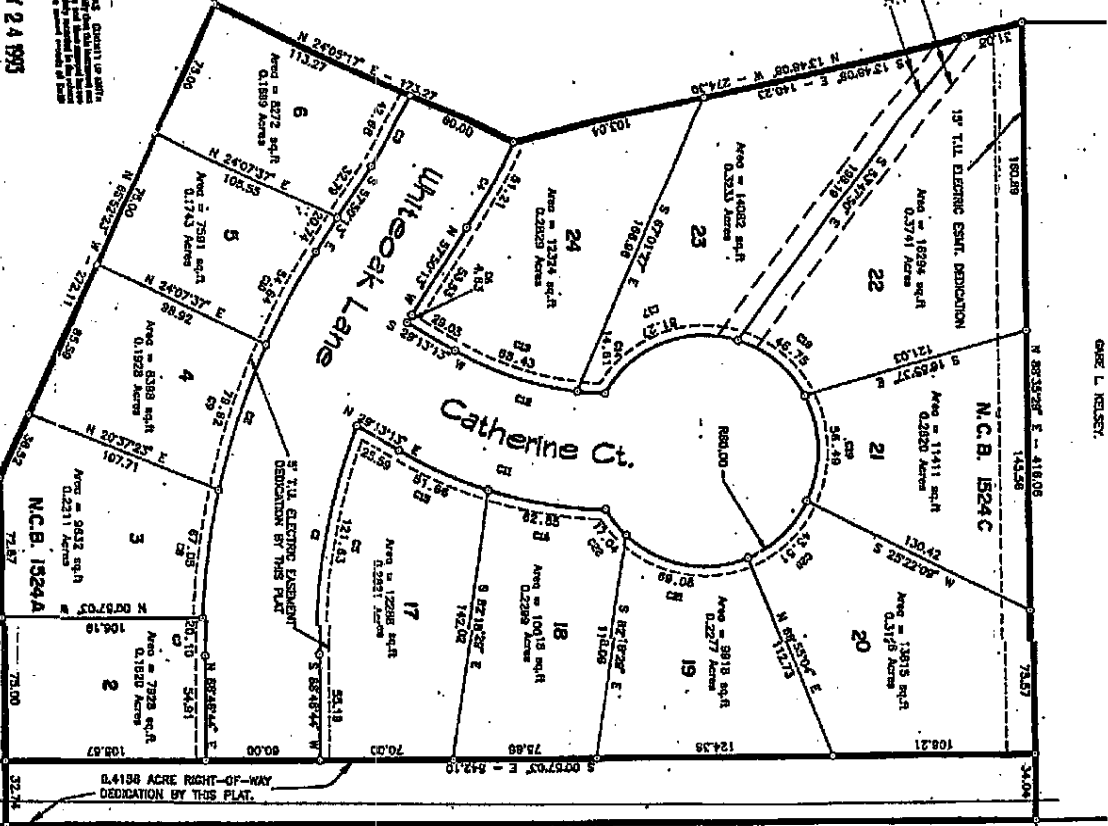


**FINAL PLAT SHOWING PRESTONMILTON ADDITION, UNIT 1**

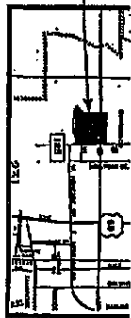
MAY 24 1995  
 MARY MORRIS  
 COUNTY CLERK, Smith County, Texas  
 Deputy

BLK	SECT	ACRES	AMOUNT	REMARKS	OWNER
01	33	33.00	18.43	N 7431'44" W	13.823
02	33	33.00	21.41	N 7431'44" W	21.823
03	33	33.00	42.86	S 8738'27" E	42.823
04	33	33.00	51.21	S 8741'57" E	51.17
05	33	33.00	51.43	N 8071'53" W	132.90
06	33	33.00	4.83	N 8071'53" W	4.83
07	33	33.00	20.10	N 8074'21" W	20.10
08	33	33.00	97.25	N 8070'08" W	97.25
09	33	33.00	78.82	N 7204'41" W	78.82
10	33	33.00	34.44	N 8197'27" E	34.44
11	33	33.00	14.43	N 1573'26" E	14.43
12	33	33.00	82.39	N 1741'07" E	82.39
13	33	33.00	14.43	N 1741'07" E	14.43
14	33	33.00	14.43	N 0314'12" E	14.43
15	33	33.00	51.36	N 2247'02" E	51.36
16	33	33.00	62.83	N 0823'17" E	62.83
17	33	33.00	81.27	N 2700'44" W	72.50
18	33	33.00	46.75	N 2700'44" W	46.57
19	33	33.00	35.49	N 2700'44" W	35.42
20	33	33.00	42.81	S 4331'26" E	42.83
21	33	33.00	82.00	S 0723'26" E	82.00
22	33	33.00	17.04	S 8710'17" W	16.88



FUTURE DEVELOPMENT

FUTURE DEVELOPMENT



Aspen Circle

LOT 18  
 N.C.B. 1524C  
 PHOENIX ADDITION  
 LOT 18

APPROVED AND SHOWN TO BECOME THE A NOTARY PUBLIC  
 THE STATE OF TEXAS, THIS 24th DAY OF MAY, 1995.



APPROVED AND SHOWN TO BECOME THE A NOTARY PUBLIC  
 THE STATE OF TEXAS, THIS 24th DAY OF MAY, 1995.



APPROVED AND SHOWN TO BECOME THE A NOTARY PUBLIC  
 THE STATE OF TEXAS, THIS 24th DAY OF MAY, 1995.



APPROVED AND SHOWN TO BECOME THE A NOTARY PUBLIC  
 THE STATE OF TEXAS, THIS 24th DAY OF MAY, 1995.



APPROVED BY THE CITY PLAT COMMISSION OF TYLER, TEXAS  
 MAY 24 1995



APPROVED BY THE CITY PLAT COMMISSION OF TYLER, TEXAS  
 MAY 24 1995



APPROVED BY THE CITY PLAT COMMISSION OF TYLER, TEXAS  
 MAY 24 1995



3513/441

16769

RAYMOND JOHNSON CONSTRUCTION COMPANY

By: Raymond F. Johnson, President

To: The Public

53 JUN 10 PM 12:27  
Shirley Johnson  
DEPUTY

THE STATE OF TEXAS }  
COUNTY OF SMITH }

KNOW ALL MEN BY THESE PRESENTS:

That RAYMOND JOHNSON CONSTRUCTION CO., a Texas corporation, acting herein, by and through its duly authorized officers, being the sole owner of the surface of the following described lands and premises lying and situated within Tyler, Smith County, Texas, a part of the John Hope Survey, A-443 and more particularly described as 4.5925 acres, the Prestonwood Addition Unit No. 1, recorded in Cabinet C, Slide 52D of the Plat Records of Smith County, Texas, to which Plat and the record thereof reference is here made for all purposes, in order to insure the use of such premises for attractive residential purposes as set forth in subject plat, to prevent nuisances and the impairment of the attractiveness of the property and to maintain the desired character of the community, does hereby impress said addition and each of the lots therein with the restrictive covenants hereinafter set out, which shall be covenants running with the land and shall be binding upon all persons acquiring such lots, and their heirs, successors and assigns.

Such restrictions, covenants and limitations are as follows, to-wit:

1. FULLY PROTECTED RESIDENTIAL AREA

The restrictive covenants herein contained shall apply equally to every residence erected upon every lot in the 4.5925 acres of residential acreage in the Prestonwood Addition Unit No. 1, according to the plat of said addition filed of record in Cabinet C, Slide 52D of the Plat Records of Smith County, Texas.

2. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family residence, which shall have a height of either one story, two story or split-level at the option of the then owner, but in no event of a greater height than two-story. The exterior walls of each building exclusive of doors, windows, and gable areas shall not be less than 60% brick, brick veneer construction. Purchaser of a lot shall be required to maintain such lot in a generally clean condition, keeping it free from all unsightly undergrowth, weeds and vegetation prior to commencing construction.

3373 442

### 3. RELOCATION OF BUILDINGS

Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit.

### 4. TEMPORARY STRUCTURES

No structure of a temporary character shall be used on any lot at any time as a residence, either temporarily or permanently. The Developer, Builders or any other person bonafidely engaged in the sale of lots or houses within said Subdivision or in the construction of improvements thereon may maintain within the Subdivision temporary sales or construction offices, any such construction or sales office to be removed within thirty (30) days after written request to move same is delivered to the record owner of the lot by the Architectural Control Committee.

### 5. GARAGES

All garages shall be a part of the residence or shall be attached thereto by a breezeway and the setback restrictions herein provided shall likewise apply to such garage. No garage shall be constructed less than 20 feet in width. PROVIDED, however, that garages may be detached with written permission of the Architectural Control Committee.

### 6. DWELLING SIZE

The area of floor space, exclusive of porches, breezeways, terraces, garages and storage spaces shall not be less than 1,500 square feet on all lots of Unit No. 1 of Prestonwood Addition.

### 7. BUILDING LOCATION

No building shall be located on any lot nearer than 25 feet to the front lot line. No building shall be located nearer than 6 feet to an interior lot line, or nearer than 12 feet to any side street line. All houses shall face the street on which the narrow dimension of the lot is located.

### 8. FENCES

No fence shall be constructed or allowed to remain in front of the minimum setback line, and no fences shall be erected in excess of six (6) feet in height.

### 9. ROOF MATERIALS

Roofs of all dwelling units shall be constructed so that the exposed material is of a composition material of not less than 225 lb. and a color acceptable to the Architectural Control Committee. All shingles used in the construction of a dwelling unit must be of a quality or grade equal to higher than Prestique II; no wood shingles shall be allowed.

**10. PROSECUTION OF CONSTRUCTION**

Any dwelling unit or other structure commenced upon any lot shall be completed as to its exterior with reasonable diligence, and in all events within nine (9) months from the commencement of construction, unless completion is prevented by war, labor strike or an act of God. All temporary structures shall be removed within this period of time.

**11. WATER WELLS**

At no time shall the drilling, usage or operation of any water well be permitted on any lot.

**12. AIR CONDITIONERS AND HEATERS**

No window or wall type air conditioners or heaters shall be permitted on any lot.

**13. PITCH**

The pitch of the roof of any dwelling unit constructed in the Subdivision shall be a minimum of 8:12.

**14. DRIVEWAYS**

On each lot there shall be constructed and the Owner shall maintain at his expense a driveway from the garage or garages to the abutting street, including the portion of the driveway in the street easement, and the Owner shall repair at his expense any damage to the street occasioned by connecting the driveway thereto. No driveway shall be wider than twenty (20) feet in width or less than sixteen (16) feet in width with the center of the driveway matching the center of the garage. All driveways shall be constructed with concrete material and shall not be less than four (4) inches thick.

**15. DRYING YARD**

The drying of clothes in public view is prohibited.

**16. RETAINING WALLS**

All retaining walls shall be constructed of brick, stone or keystone. No cross-ties or landscaping timbers may be used for this purpose within the Subdivision.

**17. SIGNS**

No signs shall be erected or maintained on any lot except for a "For Sale" or "For Rent" sign, not exceeding five square feet in size or a sign owned by the Developer.

**18. SIDEWALKS**

Sidewalks of design and in location approved by the Developer and no less than four feet (4') in width shall be constructed along the right-of-way of all dedicated streets abutting any property line of any lot.

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**19. MAIL BOX STANDARDS**

All mail box standards are to be of masonry construction.

**20. CONCRETE FINISH**

All sidewalks and driveways are to have a broomed finish. Washed or exposed rock finishes are not permitted.

**21. LANDSCAPING**

Each individual lot must have landscaping completed within forty-five (45) days after the date on which the main structure is 95% complete.

**22. FLOWER BED EDGING**

All flower bed edging that fronts on any street shall be constructed of brick.

**23. PROHIBITED USES AND ACTIVITIES**

The following uses and activities are prohibited within the property except, if applicable, for certain reasonable activities and uses which may exist during any reasonable period of construction of improvements on any portion of the property.

- (a) Any illegal, noxious or offensive activity of any kind;
- (b) Any use which is offensive by reason of odor, fumes, vibrations, dust, smoke, radiation, noise or pollution, or that is hazardous by reason of excessive danger of fire or explosion;
- (c) Any use which may cause or produce a nuisance as to any other portion of the property;
- (d) Any commercial or business use, including, without limitation, trailer park, slaughterhouse, tannery, cannery, barn, stables, cemetery, junk yard, scrap metal yard or waste material collection, storage and distribution, dumping disposal, incineration or reduction of garbage or refuse, fire or bankruptcy sale or auction house operation, or establishment which sells alcoholic beverages;
- (e) The keeping of livestock, poultry or other animals or fowl of any kind; however, any Owner may keep bonafide household pets;
- (f) Warehousing of goods or materials for commercial purposes;
- (g) Exterior storage of any goods or materials;
- (h) Storage of oil, gasoline, or other flammable liquids;
- (i) Overnight parking or any storage of campers, mobile homes, boats, or trailers;
- (j) Overnight parking or storage of trucks one ton or larger in size;
- (k) Any oil exploration, any drilling or development operations, oil refining, quarrying, or mining operations of any kind; placement of any oil wells, tanks, tunnels, mineral excavations or shafts, or any operating derrick or

other structure designated for use in boring for oil and natural gas; and

(1) The keeping of automobiles or other vehicles which are not in road-worthy condition or which do not have a current inspection sticker or license plates.

#### 24. 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.

#### 25. 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.

#### 26. ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plan, front elevation, specifications and a plan showing the location of the structure have been permanently filed with and approved by the Architectural Control Committee as to materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. In the event front elevation of the proposed residential structure is not available, the Architectural Control Committee may approve the elevation which has been constructed. It will be the responsibility of the lot owner or his representative to take a member of the Architectural Control Committee to see the like elevation if he cannot submit a drawing of same.

#### 27. MEMBERSHIP

The Architectural Control Committee is composed of two persons appointed by the President of RAYMOND JOHNSON CONSTRUCTION CO., of Tyler, Texas. In any event, RAYMOND JOHNSON CONSTRUCTION CO. shall have full authority to designate all successors to this committee. Any time the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. Any one member of the committee may act for the committee.

#### 28. PROCEDURE

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof,

RAYMOND JOHNSON CONSTRUCTION CO.  
TO THE PUBLIC

Restrictions

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approval shall not be required and the related covenants shall be deemed to have been fully complied with. The Architectural Control Committee shall have the authority to inspect the erection of each dwelling house upon the lots comprising a part of the said addition, and to require the owner and contractor to discontinue the erection of such dwelling until the above requirements have been complied with, and said Architectural Control Committee, in so doing, shall not be guilty of any trespass, tort or interference with the terms of performance of any contract according to the State of Texas.

29. DURATION

These restrictions shall exist with respect to the premises above described for a period of twenty (20) years from the date hereof, and shall be automatically extended for additional periods of five (5) years unless prior to the expiration of such twenty (20) year period, or of any subsequent five (5) year period, a majority of the owners of the lots in such addition, in writing, agree to waive such restrictions.

IN WITNESS WHEREOF, these presents have been executed on this 9<sup>th</sup> day of June, 1993.

RAYMOND JOHNSON CONSTRUCTION CO.

By: Raymond F. Johnson  
Raymond F. Johnson, President

ATTEST (Corporate Seal)

Catherine A. Humphrey  
Catherine A. Humphrey, Secretary

THE STATE OF TEXAS )  
COUNTY OF SMITH )

BEFORE ME, the undersigned authority, on this day personally appeared RAYMOND F. JOHNSON, 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 RAYMOND JOHNSON CONSTRUCTION CO., a 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 the 9<sup>th</sup> day of June, 1993.



9/3/1

DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS

PRESTONWOOD ADDITION, UNIT 2

23619

THE STATE OF TEXAS  
COUNTY OF SMITH

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, RAYMOND JOHNSON CONSTRUCTION CO., a Texas corporation, hereinafter called "Developer", being the sole owner of the surface of the following described lands and premises lying and situated within Tyler, Smith County, Texas, a part of the John Hope Survey, A-443, and more particularly described as the Prestonwood Addition, Unit 2, according to the plat thereof recorded in Cabinet C, Slide 76-D, of the Plat Records of Smith County, Texas, to which plat and the record thereof reference is here made for all purposes, in order to insure the use of such premises for attractive residential purposes as set forth in subject plat, to prevent nuisances and the impairment of the attractiveness of the property and to maintain the desired character of the community, does hereby impress said addition and each of the lots therein with the restrictive covenants hereinafter set out, which shall be covenants running with the land and shall be binding upon all persons acquiring such lots, and their heirs, successors and assigns.

Such restrictions, covenants and limitations are as follows, to-wit:

1. FULLY PROTECTED RESIDENTIAL AREA

The restrictive covenants herein contained shall apply equally to every residence erected upon every lot in the Prestonwood Addition, Unit 2, according to the plat of said addition filed of record in Cabinet C, Slide 76-D, of the Plat Records of Smith County, Texas.

2. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family residence, which shall have a height of either one story, two story or split-level at the option of the than owner, but in no event of a greater height than two-story. The exterior walls of each building exclusive of doors, windows, and gable areas shall not be less than 60% brick, brick veneer construction. Purchaser of a lot shall be required to maintain such lot in generally clean condition, keeping it free from all unsightly undergrowth, weeds and vegetation prior to commencing construction.

3. RELOCATION OF BUILDINGS

Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit.

4. TEMPORARY STRUCTURES

No structure of a temporary character shall be used on any lot at any time as a residence, either temporarily or permanently. The Developer, Builders, or any other person actually engaged in the sale of lots or houses within said subdivision or in the construction of improvements thereon may maintain within the subdivision temporary sales or construction offices. Any such construction or sales office is to be removed within thirty (30) days after written request to remove same is delivered to the record owner of the lot by the Architectural Control Committee.

5. GARAGES

All garages shall be a part of the residence or shall be attached thereto by a breezeway and the setback restrictions herein provided shall likewise apply to such garage. No garage shall be constructed less than twenty (20) feet in width; PROVIDED, however, that garages may be detached with written permission of the Architectural Control Committee.

6. DWELLING SIZE

The area of floor space, exclusive of porches, breezeways, terraces, garages and storage spaces shall not be less than 1,800 square feet on all lots of Unit No. 2 of Prestonwood Addition.

7. BUILDING LOCATION

No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line. No building shall be located nearer than six (6) feet to an interior lot line, or nearer than twelve (12) feet to any side street line.

Copy of Wood/97 + Filed in 11/29/06



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**8. FENCES**

No fence shall be constructed or allowed to remain in front of the minimum setback line, and no fences shall be erected in excess of six (6) feet in height.

**9. ROOF MATERIALS**

Roofs of all dwelling units shall be constructed so that the exposed material is of a composition material of not less than 225 lbs. and a color acceptable to the Architectural Control Committee. All shingles used in the construction of a dwelling unit must be of a quality or grade equal to or higher than Prestique II. No wood shingles shall be allowed.

**10. PROSECUTION OF CONSTRUCTION**

Any dwelling unit or other structure commenced upon any lot shall be completed as to its exterior with reasonable diligence, and in all events within nine (9) months from the commencement of construction, unless completion is prevented by war, labor strikes or an act of God. All temporary structures shall be removed within this period of time.

**11. WATER WELLS**

At no time shall the drilling, usage or operation of any water well be permitted on any lot.

**12. AIR CONDITIONERS AND HEATERS**

No window or wall type air conditioners or heaters shall be permitted on any lot.

**13. PITCH**

The pitch of the roof of any dwelling unit constructed in the Subdivision shall be a minimum of 8:12.

**14. DRIVEWAYS**

On each lot there shall be constructed and the Owner shall maintain at his expense a driveway from the garage or garages to the abutting street, including the portion of the driveway in the street easement, and the Owner shall repair at his expense any damage to the street occasioned by connecting the driveway thereto. No driveway shall be wider than twenty (20) feet in width or less than sixteen (16) feet in width with the center of the driveway matching the center of the garage. All driveways shall be constructed with concrete material and shall not be less than four (4) inches thick.

**15. DRYING YARD**

The drying of clothes in public view is prohibited.

**16. RETAINING WALLS**

All retaining walls shall be constructed of brick, stone or keystone. No cross-ties or landscaping timbers may be used for this purpose within the Subdivision.

**17. SIGNS**

No signs shall be erected or maintained on any lot except for a "For Sale" or "For Rent" sign, not exceeding five square feet in size, or a sign owned by the Developer.

**18. SIDEWALKS**

Sidewalks of design and in location approved by the Developer and no less than four (4) feet in width shall be constructed along the right-of-way of all dedicated streets abutting any property line of any lot.

**19. MAIL BOX STANDARDS**

All mail box standards are to be of masonry construction.

**20. CONCRETE FINISH**

All sidewalks and driveways are to have a "broomed" finish. Washed or exposed rock finishes are not permitted.

**21. LANDSCAPING**

Each individual lot must have landscaping completed within forty-five (45) days after the date on which the exterior of the main structure is 95% complete.

**22. FLOWER BED EDGING**

All flower bed edging that fronts any street shall be constructed of brick.

**23. PROHIBITED USES AND ACTIVITIES**

The following uses and activities are prohibited within the property except, if applicable, for certain reasonable activities and uses which may exist during any reasonable period of construction of improvements on any portion of the property:

- (a) Any illegal, noxious or offensive activity of any kind;
- (b) Any use which is offensive by reason of odor, fumes, vibrations, dust, smoke, radiation, noise or pollution, or that is hazardous by reason of excessive danger of fire or explosion;
- (c) Any use which may cause or produce a nuisance as to any other portion of the property;
- (d) Any commercial or business use, including, without limitation, trailer park, slaughterhouse, tannery, cannery, barn, stables, cemetery, junk yard, scrap metal yard or waste material collection, storage or distribution, dumping disposal, incineration or reduction of garbage or refuse, fire or bankruptcy sale or auction house operation, or establishment which sells alcoholic beverages;
- (e) The keeping of livestock, poultry or other animals or fowl of any kind; however, any Owner may keep bona fide household pets;
- (f) Warehousing of goods or materials for commercial purposes;
- (g) Exterior storage of any goods or materials;
- (h) Storage of oil, gasoline or other flammable liquids, except for usual and customary household use;
- (i) Overnight parking or any storage of campers, mobile homes, boats, or trailers;
- (j) Overnight parking or storage of trucks one ton or larger in size;
- (k) Any oil exploration, any drilling or development operations, oil refining, quarrying, or mining operations of any kind; placement of any oil wells, tanks, tunnels, mineral excavations or shafts, of any operating derrick or other structure designated for use in boring for oil or natural gas; and
- (l) The keeping of automobiles or other vehicles which are not in road-worthy condition or which do not have a current inspection sticker or license plates.

**24. 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.

**25. 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.

**26. ARCHITECTURAL CONTROL**

No building shall be erected, placed or altered on any lot until the construction plan, front elevation, specifications and a plan showing the location of the structure on the lot have been permanently filed with and approved by the Architectural Control Committee as to materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. In the event the front elevation of the proposed residential structure is not available, the Architectural Control Committee may approve the elevation of a structure completed elsewhere on which the structure to be built is to be patterned. It will be the responsibility of the lot owner or his representative to take a member of the Architectural Control Committee to see the like elevation if he cannot submit a drawing of same.

**27. MEMBERSHIP**

The Architectural Control Committee is composed of two persons appointed by the President of RAYMOND JOHNSON CONSTRUCTION CO., of Tyler, Texas. In any event, RAYMOND JOHNSON CONSTRUCTION CO. shall have full authority to designate all successors to this committee. At any time the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or restore to it any of its powers and duties. Any one member of the committee may act for the committee.

**28. PROCEDURE**

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with. The Architectural Control Committee shall have the authority to inspect the erection of such dwelling houses upon the lots comprising a part of said addition, and to require the owner and contractor to discontinue the erection of such dwelling unit until the above requirements have been complied with, and said Architectural Control Committee, in so doing, shall not be guilty of any trespass, tort or interference with the terms of performance of any contract according to the State of Texas.

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29. DURATION

These restrictions shall exist with respect to the premises above described for a period of twenty (20) years from the date hereof, and shall be automatically extended for additional periods of five (5) years unless prior to the expiration of such twenty (20) year period, or of any subsequent five (5) year period, a majority of the owners of the lots in such addition, in writing, agree to waive all or any part of such restrictions.

EXECUTED this 1st day of July, 1994.

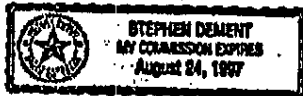
RAYMOND JOHNSON CONSTRUCTION CO.

By: Raymond F. Johnson  
Name: RAYMOND F. JOHNSON  
Title: President

THE STATE OF TEXAS  
COUNTY OF SMITH

§  
§  
§

This instrument was acknowledged before me on the 1st day of July, 1994, by RAYMOND F. JOHNSON, as President of RAYMOND JOHNSON CONSTRUCTION CO., a Texas corporation, on behalf of said corporation.



Stephen Dement  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

\_\_\_\_\_

FILED  
MARY MORRIS  
COUNTY CLERK  
94 JUL - 1 PM 4: 16  
SMITH COUNTY, TEXAS  
BY Mary Morris  
DEPUTY

STATE OF TEXAS COUNTY OF SMITH  
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Land Records of Smith County, Texas

JUL 7 1994  
MARY MORRIS  
COUNTY CLERK, Smith County, Texas  
Mary Morris Deputy

