

VOL 3749 PAGE 275

96-0001936

DECLARATION OF COVENANTS AND RESTRICTIONS
Patriot Place

THE STATE OF TEXAS §
COUNTY OF SMITH §

THIS DECLARATION is made on the date hereinafter set forth by the undersigned parties, being all of the undivided owners, hereinafter called "Declarant";

M I T N E E S E T H:

WHEREAS, Declarant is the owner of that certain real property known as PATRIOT PLACE, a subdivision in Smith County, Texas, according to the map or plat thereof recorded in Cabinet C, Slide 131-B of the Plat Records of Smith County, Texas; and,

WHEREAS, it is the intent of Declarant to establish a uniform plan for the development, improvement and sale of the property, to insure the preservation of the uniform plan for the benefit of both present and future owners of the properties.

NOW, THEREFORE, Declarant hereby declares that the Lots described below are held, and shall hereinafter be conveyed subject to the covenants, restrictions, charges, and liens (sometimes referred to herein collectively as "covenants and restrictions") as herein set forth. These covenants and restrictions shall run with said property and shall be binding upon all parties having or acquiring any right, title, or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The real property which is, and shall be, held, transferred, sold and conveyed and occupied subject to this declaration consists of the following:

All lots contained in the plat of PATRIOT PLACE, Unit I, a subdivision in the City of Tyler, Smith County, Texas, according to the plat thereof recorded in Cabinet C, Slide 131-B, of the Plat Records of Smith County, Texas.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have

Andrea Lynch
15
pgs.

VOL. 3749 PAGE 276

the following meanings:

SECTION 1. "Builder" shall refer to any person or entity undertaking the construction of a residence on a Lot.

SECTION 2. "Corner Lot" shall refer to a Lot which abuts on more than one street.

SECTION 3. "Declarant" shall refer to the Developer as the undersigned parties, their successors and assigns.

SECTION 4. "Declaration" shall refer to this Declaration of Covenants and Restrictions.

SECTION 5. "Dwelling" shall refer to any residential structure located on a Lot.

SECTION 6. "Lot" shall refer to any of the numbered Lots shown on the Subdivision Plat, each of which to contain a Dwelling thereon.

SECTION 7. "Owner" shall refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not refer to any person or entity holding a lien, easement, mineral interest or royalty interest burdening the title thereto.

SECTION 8. "Single Family Dwelling" shall refer to a residential structure designed and constructed for use by one family only.

SECTION 9. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue or any thoroughfare as shown on the Subdivision Plat.

SECTION 10. "Subdivision" shall refer to PATRIOT PLACE as set forth in the plat thereof recorded in Cabinet C, Slide 131-B of the Plat Records of Smith County, Texas.

SECTION 11. "Subdivision Plat" shall refer to the recorded plat of the subdivision.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE AND DUTIES. There is hereby

VOL 3749 PAGE 277

created an Architectural Committee (herein referred to as the "Committee") comprised of Steve Conaway, Don Fisher, and Janet Conaway, all of Smith County, Texas, all whom shall serve until his/her successor is appointed. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors, who shall have all the authority and power of his or their predecessors. Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans submitted or to designate a representative with like authority.

SECTION 2. POWERS OF THE COMMITTEE. No building, (for dwelling or storage), shall be erected, placed or altered on a Lot in this subdivision until two complete sets of building plans (including front elevation) and specifications and two plot plans showing the location of the structure and the finish grade elevations for the Lot shall have been delivered to the Architectural Control Committee designated as hereinafter provided; and until such building plans, specifications and plot plan shall have been approved in writing by the Architectural Control Committee as being in conformity and harmony with the external design and location of the existing structures of the Subdivision and in compliance with the restrictions herein contained. One copy of such plans, specifications and plot plan shall be retained by the Architectural Control Committee and the second copy shall be returned to the Owner of the Lot with the approval of the Architectural Control Committee appropriately endorsed thereon.

In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove any building plans and specifications within fifteen (15) days after the same are submitted to it, and if all terms contained in these Restrictions have been complied with, the Architectural Control Committee shall be deemed to have approved such plans within fifteen (15) days after the same are submitted to it.

VOL. 3749 PAGE 278

The Developer shall have authority to appoint the Architectural Control Committee and to remove without cause any person serving on the Committee. The Committee is authorized to delegate to one or more representatives the authority to perform the duties of the Architectural Control Committee as set forth herein. In the event that the Architectural Control Committee should at any time fail or refuse to appoint a successor Committee, the Owners of the majority of the total Lots in PATRIOT PLACE Subdivision, including all Units developed, as determined on an acreage basis, shall have the right to elect or appoint, from time to time, a successor to the Architectural Control Committee.

The Architectural Control Committee may waive in writing such variations from these restrictions as said Committee deems not to be inconsistent with the general tenor and purpose of these restrictions.

The Architectural Control Committee shall have the authority to inspect the erection of each building upon the Lots comprising a part of said Subdivision, and to require the Owner of the Lot and Contractor to discontinue the erection of such building 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 or performance of any contract according to the State of Texas. The Architectural Control Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions here.

The Architectural Control Committee shall receive no fees or compensation for its services.

ARTICLE III

USE RESTRICTIONS

SECTION I. RESIDENTIAL USE. No Lot shall be used except for residential purposes. No building or structure shall be erected on any individual Lot other than one single-family dwelling and its customary and usual accessory structures, unless specifically

VOL 3749 PAGE 279

prohibited herein. Prohibited structures, uses and operations shall include, but not be limited to, duplex houses, apartments, commercial, and professional uses (except for the initial construction and sale of single-family dwellings). No business, professional, commercial or manufacturing use shall be made of any of said Lots.

SECTION 2. ANIMALS AND LIVESTOCK. Consistent with its use as a residence, dogs and cats may be kept on a Lot, provided that (a) they are not kept, bred or maintained for any business purposes, (b) that no more than two (2) such pets shall be kept on a Lot, and (c) that the perimeter boundary of the Lot upon which such pets are being kept is fenced with a fence adequate to retain such pets. No dog allowed by this Section shall be allowed outside the Lot upon which it is being kept unless restrained by an appropriate leash. The Declarant and/or the Architectural Control Committee shall have the authority to authorize capture and removal of any dogs running loose in the subdivision without a leash. No livestock or poultry shall be kept, raised or bred on any Lot.

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance to residents of the Subdivision.

SECTION 4. STORAGE, PARKING AND REPAIR OF VEHICLES. No boat, mobile home, trailer, boat rigging, truck larger than a three-quarter (3/4) ton pickup, motorcycle, or bus shall be parked or kept in the Street, in front of, or side of any Lot. No inoperable or unused automobiles, trucks, trailers, or vehicles shall be parked on any Lot. Boats, trailers, or campers may be kept in the backyard of a Lot as long as fencing is in place that would cause the boat, trailer, or camper to be out-of-sight from adjoining Lots. No vehicle of any size which normally transports flammable or explosive cargo may be kept in the subdivision at any time. Operable automobiles must be parked in the garage or on the driveway and shall not be parked in the grass portion of the yard of any Lot. No vehicle may be parked within any part of any Street

VOL 3749 PAGE 280

in the subdivision for more than twenty-four (24) hours at a time and vehicles shall not be moved from place to place in the subdivision to avoid the intent of this prohibition. No Owner of any Lot in the subdivision or any visitor, tenant or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary nature. For the purposes of the foregoing term, "temporary" shall mean that the vehicle shall not be worked on in driveways or Streets in excess of twenty-four (24) hours.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Architectural Control Committee, outside construction work or noisy interior construction work shall be permitted only between the hours of 6:00 A.M. and 10:00 P.M.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary containers constructed of metal, plastic, or masonry materials with tight-fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by a federal, state, county, municipal and other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 7. BUILDING MATERIALS STORAGE. No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by

VDL 3749 PAGE 281

Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay, after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the street paving.

SECTION 8. RELOCATION OF BUILDINGS. Only construction of new buildings shall be permitted within the Subdivision. It is the intent of this covenant to prohibit the moving of any existing structure onto a Lot and remodeling or converting same into a dwelling unit.

SECTION 9. MINERAL PRODUCTION. No drilling, developing operations, refining, quarrying or mining operations of any kind shall be permitted upon 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 permitted upon any Lot. Declarant waives its right to use the surface of any Lot for the exploration, development or production of oil, gas or other minerals from the mineral estate, if any, owned and retained by Declarant.

SECTION 10. RESUBDIVISION. No subdivision or resubdivision of any Lot or combination of Lots shall be permitted except upon prior approval of the Architectural Control Committee; provided, however, that individual Lots may be divided between abutting owners and thereafter each resulting oversize Lot shall be considered as one Lot for all purposes. Nothing herein shall prohibit the construction of single residence on two or more Lots, in which case such Lots shall be considered as one for all purposes.

SECTION 11. BUILDING TIME. Building construction is to start no later than eighteen (18) months from the date of the original purchase of the Lot.

ARTICLE IV

ARCHITECTURAL RESTRICTIONS

VOL 3749 PAGE 282

SECTION 1. TYPE OF RESIDENCE. The types of residences permitted shall be one detached Single Family Dwelling per Lot not more than two stories in height. No other type of residential construction will be permitted to be constructed on the Lots. Carports are prohibited on any Lot. All structures shall be of new construction. No mobile trailer, modular or prefabricated homes shall be delivered or erected on any Lot in this Subdivision. The intent of this clause shall be to preclude the use of "manufactured" houses either delivered in whole or in components for erection on site. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness. Upon any failure to do so the Declarant and/or Architectural Control Committee shall have the remedies available in Section 19 of this Article IV.

SECTION 2. LIVING AREA REQUIREMENTS. The area of any dwelling, exclusive of open porches and garages, shall contain no less than 1,700 square feet.

SECTION 3. LOCATION OF RESIDENCE ON LOT. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street than the minimum building setback lines designated on the Subdivision Plat. For the purposes of this Covenant, eaves, steps, and patios shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purpose of these Restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each main residence building will face the front of the Lot. In the event these minimum setback requirements conflict with any applicable city ordinance, the terms of the city ordinance shall prevail.

SECTION 4. GARAGE AND ACCESSORY BUILDINGS. Each dwelling erected will include a minimum of a two car garage. All garages shall be a part of the residence or shall be attached thereto by a breezeway or portacochere. Set back restrictions herein provided shall likewise apply to such garage; provided, however, that

VOL 3749 PAGE 283

garages may be detached with written approval of the Architectural Control Committee. No garage or accessory building shall exceed in height of the dwelling to which it is appurtenant without the written consent of the Committee. Every garage or permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant.

SECTION 5. TEMPORARY BUILDING. Temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder, any garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.

SECTION 6. DRIVEWAYS. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage or garages to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto. No driveway shall be wider than 20 feet in width or less than 16 feet in width. All driveways shall be constructed with concrete material and shall not be less than four (4) inches thick.

SECTION 7. ROOFS. All buildings constructed on said property will provide for a roof pitch of 7" in 12" minimum and 12" in 12" maximum. Any deviation of roof pitch must be approved by the Architectural Control Committee. The roof may be constructed with concrete tile or 20 year bondable limited warranty composition shingles.

SECTION 8. MINIMUM MASONRY. The exterior walls of each building, exclusive of doors, windows and gable areas, shall not be less than 60¢ brick or brick veneer construction, all of which the Architectural Control Committee must approve the type and color.

SECTION 9. FENCES. No fence or wall shall be erected on any

VOL 3749 PAGE 284

Lot nearer to the street than the building setback lines as designated on the Subdivision Plat or approved by the Architectural Control Committee. No chain link, barbed wire, hog wire, chicken wire, rail or similar type fencing shall be permitted.

SECTION 10. GRASS, SHRUBBERY AND FENCING. The Owner of each Lot used as a residence shall spot sod, seed, hydromulch or sprig with grass the area between the front of his residence and the curb line of the abutting Street within nine (9) months from the date of purchasing the completed residence. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. If not mowed and edged by the Owner after written request to do so is made by the Architectural Control Committee, then the Architectural Control Committee and/or the Declarant shall have the right to cause the mowing and edging to be performed at the Owner's expense. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision shall be promptly removed or repaired. If not removed by Owner upon request, then the Declarant or Architectural Control Committee may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view for drying of clothes, yard equipment and wood piles or storage piles.

SECTION 11. SEWAGE DISPOSAL. Each Single Family Dwelling shall be required to connect and use the sewer system provided for PATRIOT PLACE. Individual septic disposal systems are strictly prohibited on individual Lots.

SECTION 12. SIGNS. No signs, billboards, posters or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than one

VOL. 3749 PAGE 285

sign of not more than six (6) square feet advertising the particular lot and house on which the sign is situated for sale or rent. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivision to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. The Declarant shall have the right to erect identifying signs at each entrance to the Subdivision.

SECTION 11. EXTERIOR ANTENNAE. No radio or television wires or antennae shall be placed on any Lot between the Dwelling and adjoining Street. There shall be no free standing antennae. Antennae located upon a Dwelling shall be located behind, and not higher than, the center ridge line of the roof of the Dwelling and shall not be located on that portion of the roof of a Dwelling fronting a street, and shall be placed so that same are not visible from any street.

SECTION 14. CURB RAMPS. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

SECTION 15. AIR CONDITIONING. No window or wall type air conditioners visible from the Street shall be permitted.

SECTION 16. DWELLING DESTRUCTION. If any single family Dwelling is destroyed or partially damaged by fire, wind, flood or other acts of God, the Dwelling must be either rebuilt, repaired and/or the debris from such damage be removed from the subdivision within six (6) months from the date of damage.

SECTION 17. EXTERIOR PAINT. The exterior surfaces of Dwellings shall not be painted unless the Architectural Control Committee gives its prior written approval of the color of paint to be used. The purpose of this covenant is to maintain consistency

VOL 3749 PAGE 286

of the exterior paint colors of the Dwelling throughout the Subdivision. All exterior wood shall receive at least two coats of paint or sealer at the time of construction. Accordingly, the Committee shall not be obligated to approve of any color or exterior paint that is different from the original paint applied to the exterior of the Dwellings.

SECTION 18. EXCEPTIONS TO RESIDENTIAL USE. Notwithstanding anything to the contrary herein, Developer reserves unto itself, its heirs, successors and assigns, and its or their designated agent or agents, the right to use any unsold Lot or Lots for storage and use of construction equipment and materials.

SECTION 19. ENFORCEMENT OF COVENANTS AND RESTRICTIONS. In the event of violations of any covenant or restrictions herein by any Owner or occupant of a Dwelling on any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs, painting and Lot maintenance after such notice, the Declarant and/or the Architectural Control Committee shall have the right (but not the obligation), through its agents or employees, to repair, maintain, and restore the Lot and the exterior of the Dwelling or any other improvement located thereon. Declarant and/or the Architectural Control Committee may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, attorneys fees, plus interest thereon at the maximum rate permitted under the laws of the state of Texas, and payment thereof shall be secured by a lien retained herein favor of the client, Architectural Control Committee and the Owners of the development, and enforceable as established in Article V of these Restrictions. The Architectural Control Committee shall have the authority to inspect the erection of each dwelling upon the Lots comprising a part of said Subdivision, and to require the owner and contractor to discontinue the erection of such dwelling until the above

VOL 3749 PAGE 287

requirements have been complied with. The Declarant and/or the Architectural Control Committee, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of their duties and other work authorized herein.

ARTICLE V

ENFORCEMENT

The Declarant, Architectural Control Committee or any Owner, on behalf of the development, shall have the right to enforce, by any proceeding at law or in equity, the covenants and restrictions contained herein. Such action in the enforcement of the covenants stated herein and the obligations of lot owner herein and/or the enforcement of the lien hereinabove reserved under Article IV, Section 19, may be taking either or both of the following actions, concurrently or separately:

A. An action at law in recovery of judgment against the owner personally obligated under the terms of these restrictions;

B. Enforcement of the above referenced lien against the Lot by any means available at law or in equity, including without limitation a non-judicial foreclosure sale of the Lot, such sale to be conducted in the manner set forth in Article 3810 of the Revised Civil Statutes of Texas as the same may be amended or supplemented from time to time, the Declarant or any Owner may be the purchaser at such foreclosure sale.

If any portion of these restrictions shall be declared invalid by judgment or court order it shall not affect the validity of any other provision or portion thereof. Further, failure to enforce any covenant and/or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VI

GENERAL PROVISIONS

SECTION 1. TERM. These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners

VOL 3749 PAGE 288

of a majority of the Lots has been recorded agreeing to terminate and amend the covenants and restrictions herein.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES. The titles of this Declaration contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. INTERPRETATION. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one of conflicting interpretations, then the interpretations which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

SECTION 6. OMISSIONS. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

SECTION 7. NOTICES. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner of Lot according to the Land Records of Smith County, Texas.

SECTION 8. AMENDMENT. This Declaration may be amended at any

VOL 3749 PAGE 289

time hereafter by an instrument executed by the Owners of at least fifty-one percent (51%) of the Lots.

The Declarant shall have and reserve the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instruction in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, 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 the Declaration and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgages.

Dated this 16th day of January, 1996.

Dennis D. Darryl
Dennis D. Darryl, Trustee Under the Will of A. S. Genecov

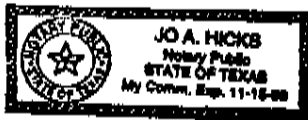
Dennis D. Darryl
Dennis D. Darryl, Trustee Under the Will of Hilda Jarrett Genecov

Dennis D. Darryl
Dennis D. Darryl, Agent and Attorney in Fact for Maurine Genecov Muntz

STATE OF TEXAS §
COUNTY OF SMITH §

THIS INSTRUMENT was acknowledged before me this 16th day of January, 1996, by DENNIS D. DARRYL in the capacities therein stated.

Jo A. Hicks
Notary Public, State of Texas



Filed for Record in
SMITH COUNTY, TEXAS
MARY MORRIS - COUNTY CLERK
On Jan 16 1996
At 2:07pm
Deputy - Jennette Stoverson

STATE OF TEXAS COUNTY OF SMITH
I hereby certify that this instrument was filed on the date and time stated herein by me and was duly recorded in the Official Public records of Smith County, Texas.

JAN 16 1996
MARY MORRIS
COUNTY CLERK, Smith County, Texas
Mary Morris

Return To:
Floozth & Genecov
P.O. Box 2019
Tyler Texas 75710