

THE STATE OF TEXAS
COUNTY OF SMITH

4607

19.50
July 3.40
VOL 1444 PAGE 721

WHEREAS, JACK METCALF and wife, WILLIE METCALF, placed certain restrictions upon that certain tract or parcel of land, part of the Pedro Elias Bean Survey, Abstract No. 2, Smith County, Texas by instrument dated August 28, 1969, and recorded in Volume 1311, Page 451 of the Deed Records of Smith County, Texas, reference to which is here made for all purposes; and,

WHEREAS, said instrument provided that said covenants shall not be altered, changed, amended, or revoked in whole or in part, except by owners of at least sixty (60%) percent of the residential lots; and,

WHEREAS, the undersigned constitute at least sixty (60%) percent of the owners of residential lots; and,

WHEREAS, the undersigned desire to revoke, rescind and hold for naught said restrictions and to impose new restrictions on said tract or parcel of land except as provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the restrictions described in Volume 1311, Page 451 of the Deed Records of Smith County, Texas, are hereby revoked, rescinded and held for naught and all of the tracts or parcels of land described therein are fully relieved of said restrictions and the following restrictions are hereby imposed upon said tract or parcel of land except as provided herein, to-wit:

1. The lots owned by the undersigned are portions of that certain tract or parcel of land purchased by JACK METCALF from MATTHEW DAVIS by deed dated April 18, 1940, and recorded in Volume 409, Page 154 of the Deed Records of Smith County, Texas.
2. An architectural control committee (hereinafter called Windcliff Harbor Homeowners' Association) is hereby established consisting of Johnny R. Peavy and two (2) other lot owners to be appointed

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ERNEST CHRISTIAN
COUNTY CLERK
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SMITH COUNTY, TEXAS
DEPUTY

by the said Johnny R. Peavy from time to time. After the first day of January, 1976, future members shall be appointed by a majority vote of said committee.

3. No building, fence, wall or other structure shall be commenced, erected, altered, changed or maintained upon any lot in said subdivision until the details, plans and specifications thereof have been submitted to and approved in writing by the Windcliff Harbor Homeowners' Association. In the event Windcliff Harbor Homeowners' Association fails to approve or disapprove any such details, plans or specifications within fifteen (15) days after submission to it, or any in any event, if no suit to enjoin has been commenced prior to the completion thereof, approval will not be required and this provision shall be deemed to have been fully complied with.
4. In the event the owner of any lot shall allow same to become unkempt and uncared for, or the buildings thereon to become unsightly or in state of disrepair, exterior maintenance upon such lot and structure thereon in the nature of mowing, trimming trees, shrubs, hedges and lawns, and painting or repairing structures, may be performed by the Windcliff Harbor Homeowners' Association. In the event such becomes necessary, the Windcliff Harbor Homeowners' Association shall give to the owner of such lot, notice in writing of the need for such maintenance, and of the intention of the Windcliff Harbor Homeowners' Association to perform such maintenance should owner fail to perform it within fifteen (15) days after receipt of such notice. The cost of such exterior maintenance so performed by Windcliff Harbor Homeowners' Association shall be assessed against the lot on which such maintenance is done and

- shall become a lien thereon upon the filing of a statement of facts by the Windcliff Harbor Homeowners' Association in the Deed Records of the County in which the land is located, asserting a lien under this provision. However, any such lien shall be subject to the rights of any prior good faith lien holder.
5. No lot shall be used for other than residential or recreational purposes.
 6. No building shall be erected on any lot other than single family dwellings or cottages having a living area (that enclosed for heating and/or air conditioning) of not less than Seven Hundred (700) Square Feet.
 7. No subdivision or resubdivision of any lot, or combination of lots, shall be permitted except upon prior approval of the Windcliff Harbor Homeowners' Association. All structures located on any lot shall be set back from the front lot line a minimum of twenty-two (22) feet and from any side lot line a minimum of six (6) feet. For the purpose of construction of this provision, all lots shall be deemed to front on the street on which such lot shall have the least frontage, provided that variations from the provisions of this article may be granted on corner lots by the Windcliff Harbor Homeowners' Association.
 8. The exterior of all residences, garages, and outbuildings shall be constructed of brick, brick veneer, stone, glass or decorative wood, such as cedar, red wood, or cypress, or such other material as may be approved by the Windcliff Harbor Homeowners' Association or a combination of such materials.
 9. All roofs on residences, garages and outbuildings shall be wood shingles or composition, or equivalent, or such other material

as may be approved by the Windcliff Harbor Homeowners' Association Architectural Committee. No metal roof shall be permitted on any dwelling.

10. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no used structure of any sort shall be moved onto any lot. Only a pier and/or a boathouse may be constructed on any lot prior to the main residence building. The exterior of any improvement shall be completed within six (6) months after the beginning of construction of such improvement, but no improvements are required to be commenced at any particular time. Factory built camping trailers, campers on pickups, and motor homes of good design and appearance with self-contained sanitary facilities will be allowed to camp on any lot, up to sixty (60) days per year. Notice must be given to the Windcliff Harbor Homeowners' Association upon arrival to camp.
11. All laboratories, toilets and bath facilities shall be installed indoors, and shall be connected with adequate grease traps, septic tanks and lateral lines. Minimum requirements for the construction of septic tanks and lateral lines for permanent residential improvements are those issued by the Upper Neches River Authority.
12. No residential lot shall be used as a place for keeping horses, mules, cattle or other animals or poultry; provided, however, that occupants of each residence may keep the usual and customary domestic or household pets, such as cats or dogs, provided same are not kept, bred or raised for commercial purposes.

13. All lots shall be kept clean and free of trash, rubbish, garbage, debris or other unsightly objects and materials at all times. All trash, garbage and other waste shall be disposed of in a sanitary manner and all containers or other equipment for storage or disposal of garbage and trash shall be kept covered, and in a clean, sanitary condition inside garages, behind decorative fencing or otherwise hidden from view from the street.
14. Any garage used for storage shall be kept closed at all times except when in immediate use for ingress or egress.
15. No unused automobiles or vehicles of any kind, except as hereinafter provided, shall be stored or parked on any lot, except in a closed garage or on any residential street. "Unused vehicle" is defined as any vehicle which has not been operated for a period of one (1) week or longer.
16. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done, or any condition permitted to exist thereon which may be or become an annoyance, nuisance or hazard to the health of the neighborhood.
17. An easement for the installation, operation and maintenance of utilities is reserved on, over and under a strip of land five (5) feet along each side lot line, and rear lot line, and the right of entry for such purpose is expressly reserved.
18. The use of firearms of any kind is strictly prohibited.
19. No billboards, signs or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot, except that one sign containing not more than five (5) square feet of surface area may be displayed for the sale or rent of a dwelling house or lot.

20. No fence, wall or shrub shall be used for or serving the purpose of a fence, and be maintained in front of the building set back line herein provided.
21. No commercial type of vehicle or truck may be stored or parked on any lot, except in a closed garage, nor parked on residential streets, except while engaged in delivery to or transport from a residence. For the purposes of this covenant, a three-quarter ton or smaller vehicle shall not be deemed to be a commercial vehicle or truck.
22. Notwithstanding anything to the contrary contained herein, JOHNNY R. PEAVY, reserves unto himself, his successors and assigns, and their designated agent or agents, the right to use any unsold lot, or lots, presently owned by him for a temporary office location, for storage, and use of construction equipment and materials, and to place a sign or signs on any unsold lots owned by him.
23. The restrictions, covenants and provisions of this declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by Windcliff Harbor Homeowners' Association or the owner of any lot subject to these restrictions, their respective legal representatives, heirs, successors or assigns, for a term of twenty (20) years from the date of this declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of sixty (60%) percent of the lots in such subdivision has been recorded, agreeing to change said restrictions, covenants, and conditions in whole or in part.
24. Enforcement of these restrictions, covenants, and conditions shall be by proceeding at law, or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants

or conditions, either to restrain violation thereof, or to recover damages, and against the land to enforce any lien created by these covenants, and failure on the part of Windcliff Harbor Homeowners' Association or any owner to enforce any restrictions, covenants or conditions herein contained shall in no event be deemed as a waiver of a right to do so thereafter.

25. Invalidation of any one of these restrictions, covenants or conditions by judgment or order of court shall in no wise affect any other provision which shall remain in full force and effect.
26. In the event that there presently exists as of the date of this instrument any non-conformance with these restrictions, then and in that event only, such non-conformance shall not be considered as a violation hereof.
27. The restrictions and covenants set forth herein shall not be applicable to nor in any manner affect nor restrict the following described tracts or parcels of land, and the following described tracts or parcels of land are hereby relieved of all restrictions, to-wit:

TRACT NO. ONE: All that certain lot, tract or parcel of land, part part of the Pedro E. Bean Survey, Abstract No. 2, Smith County, Texas, part of that certain tract conveyed to Jack Metcalf by Mattie Davis, April 18, 1940, and recorded in Vol. 409, Page 154 of the Deed Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" iron rod for corner, said corner being North 20.0 ft. and West 180.68 ft., from the Southeast corner of the above mentioned tract conveyed to Jack Metcalf;

THENCE S. 89 deg. 50 min. W., parallel to and 20 ft. North of the South line of said tract, a distance of 284.30 ft. to a 1/2" iron rod for corner;

THENCE North 8 deg. 40 min. E., with the East line of a 14.847 acre tract, a distance of 333.10 ft. to a 1/2" iron rod for corner;

THENCE N. 40 deg. 54 min. E., continuing with said line, a distance of 150.40 ft. to a 1/2" iron rod for corner in the South line of a road;

THENCE with the South Line of said road, S. 53 deg. 26 min. E., 130.30 ft. S., 67 deg. 14 min. E., 68.00 ft. and S. 79 deg. 15 min. E., 30.10 ft. to a 1/2" iron rod for corner;

THENCE S. 10 deg. 26 min. 29 sec. W., a distance of 338.19 ft. to the Place of Beginning, containing 2.531 acres of land;

TRACT NO. TWO: All that certain lot, tract or parcel of land, part of the Pedro E. Bean Survey, Abstract No. 2, Smith County, Texas, part of that certain tract conveyed to Jack Metcalf by Mattie Davis, April 18, 1940, and recorded in Vol. 409, Page 154 of the Deed Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" iron rod for corner in the North line of a county road, in the West right-of-way line of Farm Road No. 344 at a point that is North 380.11 ft. and West 17.58 ft. from the Southeast corner of the above mentioned tract conveyed to Jack Metcalf;

THENCE with the North line of the above mentioned county road, S. 86 deg. 16 min. W. - 59.45 ft., N. 79 deg. 39 min. W. 68.00 ft., and N. 67 deg. 05 min. W. 62.00 ft. to a 1/2" iron rod for corner;

THENCE N. 30 deg. 10 min. E., a distance of 68.20 ft. to a 1/2" iron rod for corner;

THENCE N. 89 deg. 16 min. E., a distance of 146.50 ft. to a 1/2" iron rod for corner in the West right-of-way line of Farm Road No. 344;

THENCE S. 1 deg. 12 min. E., with the West right-of-way line of said road a distance of 93.00 ft. to the Place of Beginning, containing 0.335 acres of land.

WITNESS OUR HANDS this 7th day of February, 1973.

Johnny R. Peavy
JOHNNY R. PEAVY

Estherie Peavy
ESTHERIE PEAVY

M. F. Adams
(Husband)

Mrs. M. F. Adams
(Wife)

Jack Metcalf
(Husband)

Willie Metcalf
(Wife)

RECORDER'S MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
RECORDATION

Leroy McKay
(Husband)

Lera McKay
(Wife)

E. M. McFarland
(Husband)

Sham McFarland
(Wife)

Roger Dale Neome
(Husband)

(Wife)

Bobbie L Brook
(Husband)

Noma M. Brook
(Wife)

Gary D. Medlock
(Husband)

Jarvis Medlock
(Wife)

(Husband)

Quilpa L. Lindsey
(Wife)

Merwyn L. Pickle
(Husband)

Anita Pickle
(Wife)

Larry D. Patterson
(Husband)

Pamela Kay Patterson
(Wife)

RECORDER'S MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
RECORDATION

James D. Bearden
(Husband)

(Wife)

Howard R. Schutt
(Husband)

Audrey B. Schutt
(Wife)

J. A. Check
(Husband)

(Wife)

Jay S. Pire
(Husband)

(Wife)

Jack C. Phelps
(Husband)

Mellie Phelps
(Wife)

H. E. Coleman
(Husband)

Oddie Coleman
(Wife)

James A. Campbell
(Husband)

Lynette Campbell
(Wife)

Henry Ainsworth
(Husband)

Nelda Ainsworth
(Wife)

(Husband)

X Mary Jane Minton
(Wife)

(Husband)

(Wife)



A. C. Tallent

Notary Public in and for the County of Harris,
My Commission Expires 06/01/2014

(Husband)

Raj Kumar wife
(Wife)

(Husband)

(Wife)

(Husband)

(Wife)

(Husband)

(Wife)

(Husband)

(Wife)

(Husband)

(Wife)

(Husband)

(Wife)

(Husband)

(Wife)

David Weems

(Husband)

(Wife)

(Husband)

(Wife)

Joe Chandler

~~(Husband)~~

(Wife)

(Husband)

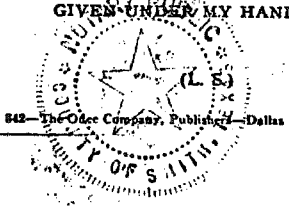
(Wife)

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF SMITH

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOHNNY R. PEAVY known to me to be the person whose name Estherie Peavy are subscribed to the foregoing instrument, and acknowledged to me that he y executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of February A. D. 19 73



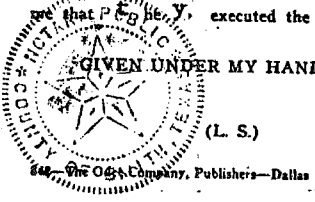
Kaye Broussard
Notary Public in and for Smith County, Texas.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF SMITH

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared M. E. HENRY known to me to be the person whose name MRS. M. E. HENRY are subscribed to the foregoing instrument, and acknowledged to me that he y executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7 day of February A. D. 19 73



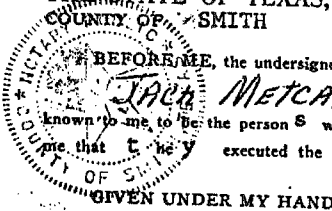
Estherie Peavy
Notary Public in and for Smith County, Texas.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF SMITH

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JACK METCALF known to me to be the person whose name Willie METCALF are subscribed to the foregoing instrument, and acknowledged to me that he y executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7 day of February A. D. 19 73



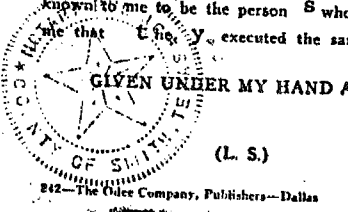
Estherie Peavy
Notary Public in and for Smith County, Texas.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF SMITH

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES I. BEARDEN known to me to be the person whose name are subscribed to the foregoing instrument, and acknowledged to me that he y executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3 day of MARCH A. D. 19 73



Estherie Peavy
Notary Public in and for Smith County, Texas.

SINGLE ACKNOWLEDGMENT

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THE STATE OF TEXAS,
COUNTY OF SMITH



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LEROY MCKAY LORA MCKAY
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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of February A. D. 19 73

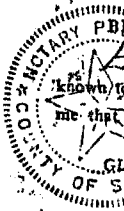
(L. S.)

Esthrie Perry
Notary Public in and for Smith County, Texas.

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THE STATE OF TEXAS,
COUNTY OF SMITH



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared E. M. McFARLAND ISHAM McFARLAND
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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of February A. D. 19 73

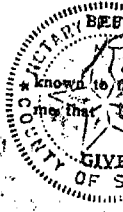
(L. S.)

Esthrie Perry
Notary Public in and for Smith County, Texas.

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THE STATE OF TEXAS,
COUNTY OF SMITH



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROGER DALE WEEMS
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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of February A. D. 19 73

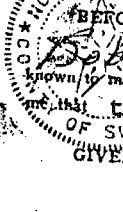
(L. S.)

Esthrie Perry
Notary Public in and for Smith County, Texas.

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THE STATE OF TEXAS,
COUNTY OF SMITH



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bobbie L. Brock NORMA M. Brock
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of February A. D. 19 73

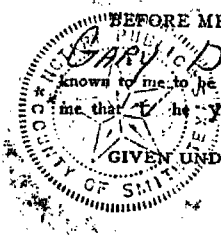
(L. S.)

Esthrie Perry
Notary Public in and for Smith County, Texas.

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THE STATE OF TEXAS,
COUNTY OF SMITH

SINGLE ACKNOWLEDGMENT



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
GARY D. Medlock and Jeannie Medlock
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of February A. D. 19 73

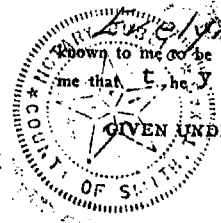
(L. S.)

Estherie Ramsey
Notary Public in and for Smith County, Texas.

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THE STATE OF TEXAS,
COUNTY OF SMITH

SINGLE ACKNOWLEDGMENT



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Evelyn L. Ramsey
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to
me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of February A. D. 19 73

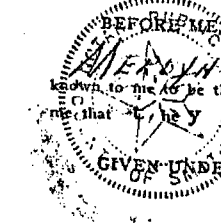
(L. S.)

Estherie Ramsey
Notary Public in and for Smith County, Texas.

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THE STATE OF TEXAS,
COUNTY OF SMITH

SINGLE ACKNOWLEDGMENT



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
G. Pickle and Anita Pickle
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of ^{MARCH} February A. D. 19 73

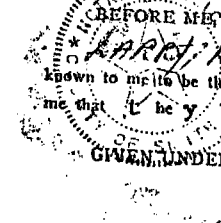
(L. S.)

Estherie Ramsey
Notary Public in and for Smith County, Texas.

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THE STATE OF TEXAS,
COUNTY OF SMITH

SINGLE ACKNOWLEDGMENT



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
GARY D. PATTERSON and PAMEIA KAY PATTERSON
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18 day of February A. D. 19 73

(L. S.)

Estherie Ramsey
Notary Public in and for Smith County, Texas.

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Smith

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Howard L. Schutt and Audrey B. Schutt known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3 day of MARCH ~~February~~ A. D. 19 73

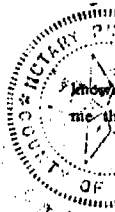
(L. S.)

Estherie Peany
Notary Public in and for Smith County, Texas.

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Smith



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. A. Cheek 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3 day of MARCH ~~February~~ A. D. 19 73

(L. S.)

Estherie Peany
Notary Public in and for Smith County, Texas.

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Smith



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jim Price 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5 day of MARCH ~~February~~ A. D. 19 73

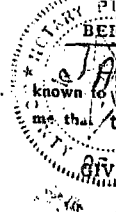
(L. S.)

Estherie Peany
Notary Public in and for Smith County, Texas.

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF SMITH



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jack O. Phelps and Mellie Phelps known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16 day of MARCH ~~February~~ A. D. 19 73

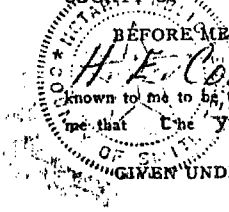
(L. S.)

Estherie Peany
Notary Public in and for Smith County, Texas.

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Smith



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared H. E. COLMAN Oddie Colman known to me to be the person S whose name S are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8 day of MARCH ~~February~~ A. D. 19 73

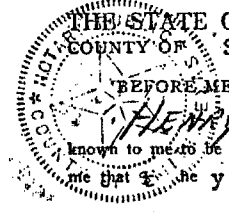
(L. S.)

Notary Public in and for Smith County, Texas.

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Smith



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Henry Hinsworth Nelda Hinsworth known to me to be the person S whose name S are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16 day of MARCH ~~February~~ A. D. 19 73

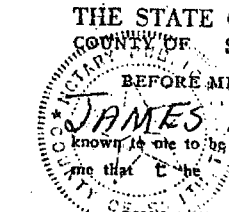
(L. S.)

Notary Public in and for Smith County, Texas.

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Smith



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES H. CAMPBELL LYNETTE CAMPBELL known to me to be the person S whose name S are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16 day of MARCH ~~February~~ A. D. 19 73

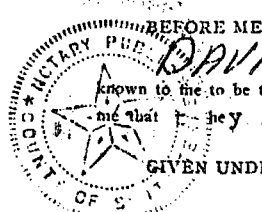
(L. S.)

Notary Public in and for Smith County, Texas.

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF SMITH



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared DAVID WEEMS known to me to be the person S whose name S are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16 day of MARCH ~~February~~ A. D. 19 73

(L. S.)

Notary Public in and for Smith County, Texas.

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF SMITH

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

JANE CHANDLER

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17 day of March A. D. 19 73

(L. S.)

E. M. McFarland

Notary Public in and for Smith County, Texas.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Smith

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

BETTY KITTRELL WHITE

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17 day of March A. D. 19 73

(L. S.)

E. M. McFarland

Notary Public in and for Smith County, Texas.

FILED AT 10:27 O'CLOCK A. M. ON THE 28 DAY OF Mar. 19 73

RECORDED AT 9:04 O'CLOCK A. M. ON THE 6 DAY OF Apr. 19 73

ERNEST CHRISTIAN, COUNTY CLERK, BY Evelyn Brown DEPUTY