

FIRST AMENDMENT TO  
DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS  
THE COLONY WEST

STATE OF TEXAS )

COUNTY OF SMITH )

That THE COLONY WEST HOMEOWNERS ASSOCIATION, INC., "Controlling Party" hereby amends the Declaration of Reservations, Restrictions and Covenants of THE COLONY WEST ADDITION, as recorded in Volume 7523, Page 226, Land Records of Smith County, Texas ("Restrictive Covenants"), to read as follows:

**Amendment No. 1** In Section 7.5.1, Declaration of Restrictive Covenants of The Colony West is amended to read as follows:

**7.5.1 Roofing/Materials:** Roofs must be covered with a minimum twenty (20) year composition shingles or "standing seam" metal roof. Each roof shall provide a minimum pitch of 6" in 12". The Architectural Control Committee may permit other materials with prior written authorization.

This Amendment has been duly approved and agreed to by vote of the members and Board of Directors pursuant to the terms and provisions of the Restrictive Covenants and Bylaws of the Controlling Party.

EXECUTED this 14 day of July, 2004.

**CONTROLLING PARTY:**  
THE COLONY WEST HOMEOWNERS ASSOCIATION

Baker Realty Group, Inc.  
By: Kerry Bittell  
Its: CEO

STATE OF TEXAS )

COUNTY OF SMITH )

This instrument was acknowledged before me on the 14th day of July, 2004 by Baker Realty Group, Inc., The Colony West Homeowners Association, Inc.

*Controlling Party*

*[Signature]*  
Notary Public - State of Texas

After Filing Return to:  
Stephen M. Cooper  
1321 WSW Loop 323  
Tyler, Texas 75701



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 Official Public records of Smith County, Texas.



JUL 16 2004

*Judy Carnes*

JUDY CARNES  
COUNTY CLERK SMITH COUNTY TEXAS

Filed for Record in:  
SMITH COUNTY, TEXAS  
JUDY CARNES, COUNTY CLERK  
On Jul 16 2004  
At 3:02pm  
Receipt #: 316560  
Recording: 14.00  
Doc/Num : 2004-R0037530  
Doc/Type : REC  
Deputy -Rebeca Calderon

DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS<sup>19</sup>

## THE COLONY WEST

IN

STATE OF TEXAS

COUNTY OF SMITH

Baker Realty Group, Inc. (sometimes hereinafter called "Developer") being the owner of that certain tract of land hereby named The Colony West (the "Addition") in Smith County, Texas, described in the attached Exhibit "A", does hereby declare that all the lots shown thereon are held and shall be conveyed subject to the reservations, restrictions, and covenants hereinafter set forth, and which run with the land and shall be binding on any subsequent owners of the lots, their heirs, executors, administrators, successors and assigns (the "Protective Covenants").

1. DECLARATION

The provisions hereof are hereby made a part of each contract and deed in respect of any lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

2. TERM

All of the restrictions, conditions, and covenants set forth herein (sometimes referred to as "Restrictions") shall affect each and all of the lots and tracts in the Addition and shall run with such lots and tracts and shall exist and be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date of filing hereof, after which time the same shall be automatically extended for successive periods of ten (10) years each; unless within sixty (60) days of the expiration date of any such period, the then records owners of a majority of the lots covered hereby shall vote to modify or discontinue the provisions hereof.

3. ENFORCEMENT

If any owner of any of the Addition or any person shall violate or breach any of the Restrictions, any other owner or owners of any part of the Addition shall the right to prosecute

DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS OF  
THE COLONY WEST

any proceeding at law or in equity (including suit for permanent injunction) against any such person or persons who are violating or attempting to violate or breach any of such Restrictions, and shall have the further right to use any other lawful means to prevent any such violations or breach.

4. AMENDMENT/VARIANCE/WAIVER

No delay or omission on the part of the Developer, or its successors or assigns in interest, or of any owner or owners, in exercising any right, power, or remedy herein provided for in the event of any breach of any of the Restrictions shall be construed as a waiver thereof or acquiescence therein unless a time period set forth herein applicable to the particular provision breach has expired; and no right of action shall accrue, nor shall any actions be brought or maintained by anyone whomsoever against Developer, its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein agreements, conditions, restrictions, charges or covenants which may be enforceable.

5. MORTGAGE VALIDITY

Violation of any part of this Declaration shall not default or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot, or portion thereof, but the Restrictions shall be enforceable against any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of this Declaration occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

6. INVALIDATION

Invalidation of any one of these Restrictions by judgment or court or court order shall in no way effect any of the provisions which shall remain in full force and effect.

7. RESTRICTIONS

7.1 Residential Use:

All of said property shall be occupied and used for single family residential purposes only.

7.2 **Plans and Specifications:**

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan have been approved in writing by Developer or the Architectural Control Committee as hereunder provided for, however the Developer may preapprove a group of homes by one or more builders.

In the event the Developer or the ACC fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or making of such alterations has been commenced prior to the completion hereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the Developer nor its authorized representatives shall be entitled to any compensation for services performed to this covenant. The powers and duties of the Developer and its authorized representatives shall cease when all lots have been sold. As used herein the Developer shall be the "Controlling Party" until such time as its powers and duties have been terminated. Hereafter the Homeowners Association as hereunder provided for shall be the Controlling Party.

7.3 **Building Size:**

Each residence on each lot shall contain not less than One Thousand Three Hundred (1,300) square feet of heated and cooled floor area devoted to living purposes. Said floor shall be exclusive of roofed or unroofed porches, terraces, and other outbuildings and shall be computed from faces of exterior walls.

7.4 **Building Setbacks:**

No home or building structure shall be located on any Lot nearer to the front lines than the minimum building setback of twenty-five (25) feet from the back of the street curb, nor nearer to any side line than the minimum building setback of five (5) feet, except on a corner lot the side line setback is fifteen (15) feet, or nearer than ten (10) feet from the rear lines. Building setback minimum distances shall be exclusive of porches, decks, eaves and overhangs, the Developer may, in its sole discretion, allow variances for these setbacks.

7.5 **Building Materials:**

No dwelling shall be erected on a lot of material other than brick, stone, brick-veneer, or other masonry material unless the above named materials constitute at least fifty percent (50%) of the outside wall areas below the first floor plate line, excluding window and door areas, below gables or roof areas.

7.5.1 **Exterior Wall Material:**

The dwelling's total exterior wall area, minus windows and doors, must be at least eighty percent (80%) masonry, such as brick veneer.

7.5.1 **Roofing/Materials:**

Roofs must be covered with minimum twenty-five (25) year composition shingles or "standing seam" metal roof. Each roof shall provide a minimum of 6" in 12". The Architectural Control Committee may permit other materials with prior written authorization.

7.6 **Garages:**

A dwelling must have an attached front garage or shall be attached by a breeze way or porte-cochese capable of parking at least two (2) standard-size cars. The garage doors must be approved by the Architectural Control Committee's current guidelines including corresponding with the style and architecture of the dwelling. Further, without the Board's prior written approval, the garage area of a lot may not be enclosed or used for any purpose which prohibits the parking of operable vehicles therein. All mechanical and operational aspects of the garage door are to be maintained by its Owner.

7.7 **Outbuildings:**

No trailer, mobile home, modular home, tent, camper vehicle or temporary house shall be placed or erected on any lot for use as a dwelling. No temporary buildings or structure of any kind may be placed on any lot, except that the developer may grant permission for temporary buildings or structures to be placed on lots for storage of materials during construction by the persons doing such work and for a temporary sales office for Developer or any other person engaged in the sale of lots within the thirty (30) days after written notice from the Developer to remove the buildings or structures.

7.8 **Fences, Boundary Plantings:**

No fence, wall or hedge shall be placed on any lot nearer to any front street than that portion of the front of the house where such fence, wall, or hedge is to be placed and no fence, wall or hedge shall be placed on any portion of the site with a greater height than eight feet (8'). Should a hedge, shrub, tree or other planting be placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property. No fence may be made of chain link material.

7.9 **Landscaping, Grounds Maintenance:**

No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers, except for designated concrete dump lot for builders or developers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. Lawns shall be of grass, which shall be regularly maintained by watering, mowing and edging and be substantially free of weeds and debris. The Owner of each lot shall cause to be placed in the front yard, a tree. Shrubs or bushes (such as a crepe myrtle) shall not be considered a tree. The obligation to such regular maintenance shall be enforced by the Homeowners Association.

7.10 **Animals:**

No person owning any lot or lots shall keep domestic animals of a kind ordinarily used for commercial purposes on his property, and no person owning any lot or lots shall keep any animals in number in excess of that which he may use for the purpose of companionship for the private family, it being the purpose and intention hereof to restrict the use of said property to that no persons shall quarter on the premises horses, cows, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys or any other animal that may interfere with the quietude, health or safety of the community.

7.11 **Vehicles:**

No trailer, camper, boat or inoperable automobile or motorcycle shall be left on the street or within the front yard. Inoperable vehicles shall also include a vehicle that does not have a current inspection sticker or license plate or tag. Further, no vehicles may be parked on the street, except for visitation by invited guests, and, the owner vehicles may not be left over a forty-eight (48) hour period. The intent of this provision is designed to keep the subdivision orderly and will be governed by the Rules and Regulations adopted by the Board of Directors and which may be amended from time to time by the Board.

7.12 **Antennas/Aerials:**

No radio, television or other aerial shall be visible on the roof of any building and no such aerial shall be maintained on any lot containing a dwelling that will be visible from a front street view.

7.13 **Signs:**

No sign of any kind shall be displayed to the public view on any lot except:

(a) one sign of not more than five (5) square feet, advertising the property for sale or rent;

(b) signs used by a Builder to advertise the property during construction and sales period;

(c) signs of such shape, size and location as the Developer deems necessary for security control to advertise the project.

7.14 **Sports Equipment:**

No permanent basketball goal or other permanent sports equipment will be placed facing the street or in the front yard or side yard, except very near the house.

7.15 **Storage Sheds:**

Unless otherwise approved by the Developer, or successor Homeowners Association or appointed representative, no structure such as shacks, sheds, outbuildings or accessing structure shall be used on or placed on any lot that will be visible from the street or that will interfere with, or restrict the enjoyment of, or view from any other property owner's lot or lots.

7.16 **Drainage:**

It is intended that the Addition be developed in an orderly manner such that each such lot owner shall absorb its share of drainage responsibility with respect to the surface water running across, from or to the Addition as a whole. To the extent any lot should be developed in a manner which disproportionately diverts surface water onto another lot or is otherwise developed so as to not absorb its proportionate share of responsibility for the Addition surface water drainage, then the Controlling Party or any one or more lot owners shall be entitled to require the lot owner of any such lot to rectify such situation.



7.17 **Architectural Control**

7.15.1 **Architectural Control Committee** (“ACC”)

Developer shall designate and appoint an Architectural Control Committee consisting of not less than three (3) qualified persons, which shall serve at the pleasure of the Developer. After the Developer no longer owns any Lot, the Architectural Control Committee shall serve at the pleasure of the Board.

7.15.2 **Approval of Plans and Specifications**

The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- (a) Construction of any building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall or other structure.
- (c) Any landscaping of any Lot or Lots.

7.17.3 **Application for Approval**

To obtain approval to do any of the work described in Paragraph 7.15.2, and owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

7.17.4 **Standard for Review**

The Architectural Control Committee shall review applications for proposed work in order to 1) ensure conformity of the proposal with these covenants, conditions, and restrictions and 2) ensure harmony of external design in relation to surrounding structures and topography. The application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an

application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

7.17.5 Failure of Committee to Act

If the Architectural Control Committee fails either to approve or reject an application for proposed work within thirty (30) days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

7.18 Association

7.18.1 Creation

The Owners shall constitute the Association to be named the Colony West Homeowners Association, a Texas Non-Profit Corporation. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

7.18.2 Transfer of Membership

Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. any attempt to make a prohibited transfer shall be void.

7.18.3 Management of Association

The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by a third party management company pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration. However, until all Lots are sold Developer shall select such management company.

7.18.4 Membership Voting, Elections, and Meetings

7.18.4.1 Each Owner shall have one vote. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of five (5) Directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

7.18.5 Duties and Powers of Board

Through the Board, the Association shall have the following powers and duties subject to written consent of Developer or Controlling Party:

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, its rules and regulations.
- (c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board.
- (d) To delegate its powers to committees, officers, or employees.
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, excluding Developer.
- (g) To establish and collect special assessments for capital improvements or other purposes.

- (h) To file liens against unit owners because of nonpayment of assessments duly levied and to foreclose on those liens.
- (i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- (j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations. Such disciplines shall include fines, which can be secured by a Homeowners Association Lien on such property.
- (k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
- (l) To hold regular meetings of the Board at least three (3) yearly.
- (m) To manage and maintain all of the Common Area in a state of high quality and in good repair.
- (n) To pay taxes and assessments that are or could become a lien on the Common Area.
- (o) To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.

7.18.6 Common Areas

The Common Areas shall be as designated on Exhibit "B".

7.19 Offensive Activity:

No noxious nor offensive trade nor activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The Board of Directors shall make the final determination of whether such activity is noxious, offensive, annoying or a nuisance to the neighborhood.

7.20 **Tractor-Trailer Rigs**

There shall be no overnight parking or storage of trucks larger than one ton in size or of semi-tractor trailers or rigs which are visible from the common areas or any street.

7.21 **Lot Maintenance**

It shall be the duty of each owner of a lot to keep and maintain the lot and improvements located thereon in a safe, clean and attractive condition. A violation of this paragraph is set by the standard of conformity and harmony of external appearances, including lighting, color, landscaping and other appearances as established by the Developer or the Association acting through its Board of Directors.

8. **DEVELOPER'S RIGHTS**

Subject to the approval of any and all appropriate government agencies having jurisdiction, Developer hereby reserves the right, so long as Developer is Controlling Party to subdivide or resubdivide, as the case may be, plat or replat, as the case may be, and/or execute further covenants, restrictions and amendments thereto, charges, easements and liens on all or any part of the property. It is acknowledged that the Property may be developed in phases. Developer is specifically authorized and reserves the right to plat or replat and to undertake the development, if any which occurs with respect to all phases.

Subject to the approval of any and all appropriate government agencies having jurisdiction, Developer hereby reserves the right, so long as the Developer is Controlling Party to annex additional adjacent property and ready same for development. Any such annexation shall have the effect of imposing these Protective Covenants against such adjacent property.

Developer's interpretation of the meaning and application of the provision thereof shall be final and binding on all interested parties at any time in question.

Developer may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Developer.

Developer may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Developer and any such assignee shall have the same right to so assign.

EXECUTED this the 27th day of May, 2004

BAKER REALTY GROUP, INC.

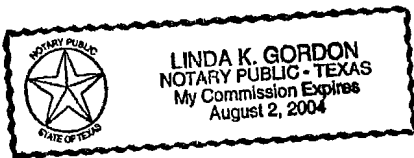
By: *Perry B. Hall*  
Perry B. Hall, CEO

STATE OF TEXAS §

COUNTY OF SMITH §

BEFORE ME the undersigned Notary Public in and for Smith County, Texas, on this day personally appeared Perry B. Hall, 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 said Baker Realty Group, Inc., 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 on this the 27th day of May, 2004.



*Linda K. Gordon*  
Notary Public - State of Texas

EXHIBIT "A"

Declaration of Reservations, Restrictions and Covenants of The Colony West

All those certain lots and Tracts of Land described in that Certain Plat of The Colony West, executed September 7, 2000 by Baker Realty Group, Inc. and recorded under Clerk's File Number 00-R0046938, Plat Records Smith County, Texas.

Return to:  
Stephen M. Cooper  
1321 WSW Loop 323  
Tyler TX 75701

## Exhibit "B"

Field Notes for Perry Hall  
0.163 Acre Tract  
Ventura Tejada Survey, A-21  
Smith County, Texas  
Job No. 98117

Being a 0.163 acre tract in the Ventura Tejada Survey, Abstract No. 21, Smith County, Texas, part of Lot 1 of Colony West as shown by a plat recorded in Cabinet D, Slide 93-C of the Smith County Plat Records, said 0.163 acre tract being more completely described as follows:

Beginning at a ½" iron rod found at the most northerly Southeast corner of said Lot 1, at the Northeast corner of a called 0.7836 acre tract to Young Dai & Sook Ja Kim described in a Sheriff's Tax Deed recorded in Volume 3728, Page 471 of the Smith County Land Records, also being in the West right of way line of U. S. Highway No. 69, (right of way width varies);

Thence South 86 degrees 49 minutes 00 seconds West, a distance of 167.08 feet with the most northerly South boundary line of said Lot 1 and the North boundary line of said 0.7836 acre tract to a ½" iron rod found at an angle point in said most northerly South boundary line of Lot 1, also being at the Northwest corner of said 0.7836 acre tract;

Thence North 04 degrees 38 minutes 41 seconds West, a distance of 27.21 feet to a ½" iron rod set in the North boundary line of said Lot 1 and said South right of way line of Maggie Circle, from which the Northwest corner of said Lot 1 bears South 75 degrees 15 minutes 38 seconds West, a distance of 118.22 feet;

Thence North 75 degrees 15 minutes 38 seconds East, a distance of 161.91 feet with the North boundary line of said Lot 1 and the South right of way line of said Maggie Circle to a ½" iron rod set in same at the Northeast corner of said Lot 1;

Thence South 08 degrees 55 minutes 16 seconds East, a distance of 30.41 feet with the East boundary line of said Lot 1 and the West right of way line of said U. S. Highway No. 69 to a concrete monument found in same;

Thence South 15 degrees 01 minute 37 seconds East, a distance of 30.01 feet with the East boundary line of said Lot 1 and the West right of said U. S. Highway No. 69 to the place of beginning and containing 0.163 of an acre of land.

Acreage based on computer calculations.

Bearing basis per plat of Colony West in Cabinet D, Slide 93-C, prepared by same.



Field Notes for Perry Hall  
0.171 Acre Tract  
Ventura Tejada Survey, A-21  
Smith County, Texas  
Job No. 98117

Being a 0.171 acre tract in the Ventura Tejada Survey, Abstract No. 21, Smith County, Texas, part of Lot 106 of Colony West as shown by a plat recorded in Cabinet D, Slide 93-C of the Smith County Plat Records, said 0.171 acre tract being more completely described as follows:

**Beginning** at a ½" iron rod found at the Northeast corner of said Lot 106, at the Southeast corner of a called 6.0196 acre tract from C & M Meats, Inc. to Hulett-Rothenberger Joint Venture described in a Deed recorded in Volume 2479, Page 775 of the Smith County Land Records, also being in the West right of way line of U. S. Highway No. 69, (right of way width varies);

**Thence** South 08 degrees 55 minutes 16 seconds East, a distance of 80.99 feet with the East boundary line of said Lot 106 and said West right of way line of U. S. Highway No. 69 to a ½" iron rod set at the Southeast corner of said Lot 106 and the North right of way line of Maggie Circle, (60 feet wide right of way);

**Thence** South 75 degrees 15 minutes 38 seconds West, a distance of 89.54 feet with the South boundary line of said Lot 106 and said North right of way line of Maggie Circle to a ½" iron rod set in same, from which the Southwest corner of said Lot 106 bears South 75 degrees 15 minutes 38 seconds West, a distance of 61.82 feet;

**Thence** North 00 degrees 47 minutes 55 seconds West, a distance of 101.72 feet to a ½" iron rod set in the North boundary line of said Lot 106 and the South boundary line of said 6.0196 acre tract;

**Thence** North 89 degrees 11 minutes 38 seconds East, a distance of 75.30 feet with the North boundary of said Lot 106 and the South boundary line of said 6.0196 acre tract to the **place of beginning and containing 0.171 of an acre of land.**

Acreeage based on computer calculations.

Bearing basis per plat of Colony West in Cabinet D, Slide 93-C, prepared by same.

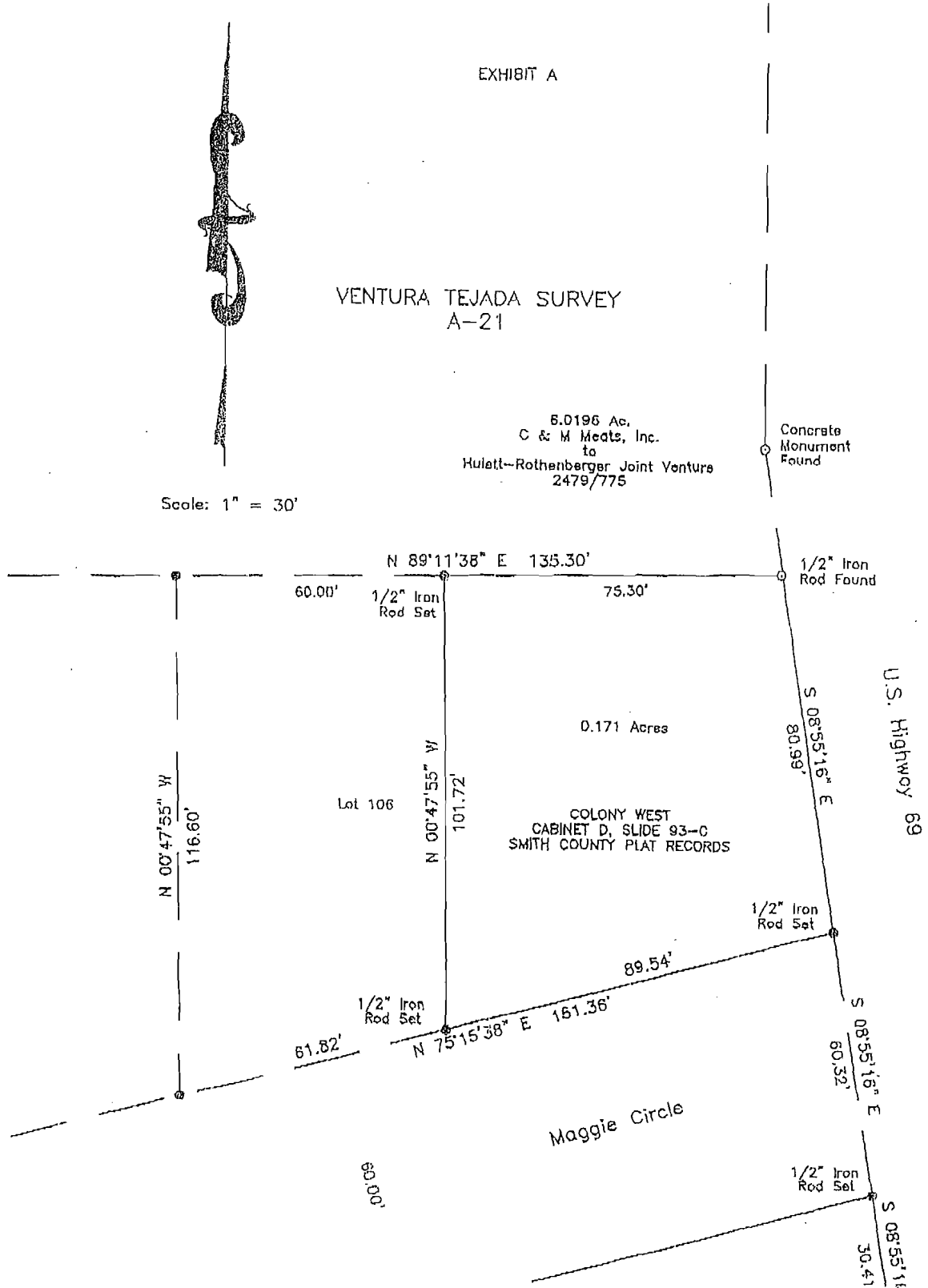
EXHIBIT A

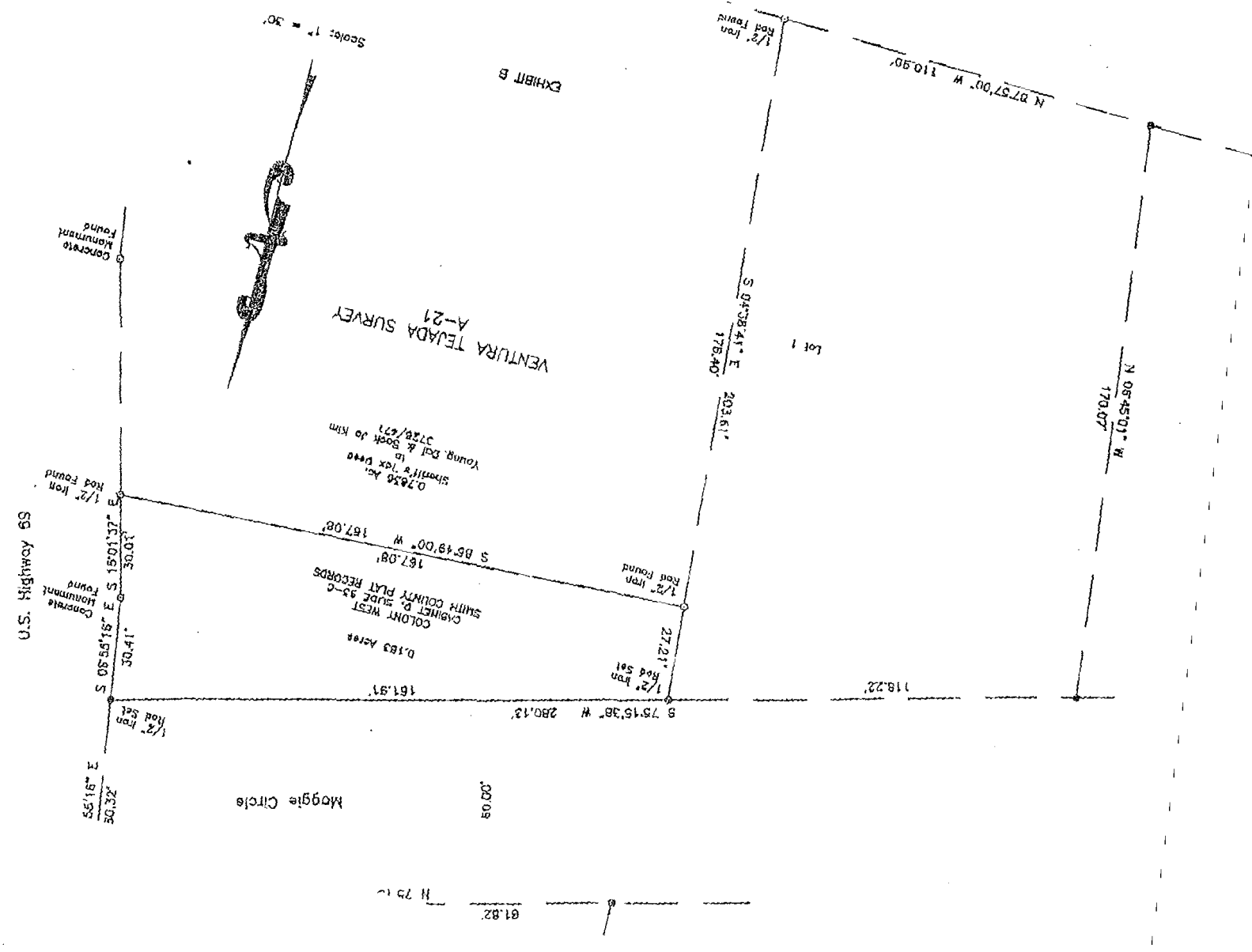
VENTURA TEJADA SURVEY  
A-21

5.0196 Ac.  
C & M Meats, Inc.  
to  
Hulatt-Rothenberger Joint Venture  
2479/775

Concrete  
Monument  
Found

Scale: 1" = 30'





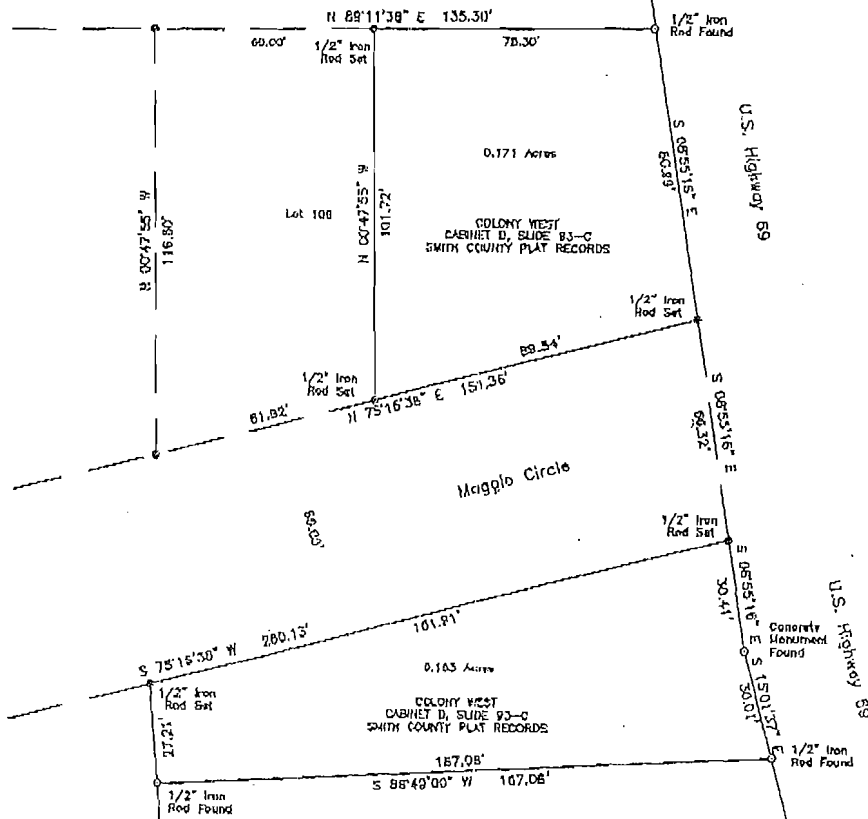
PLAT 243

EXHIBIT A

VENTURA TEJADA SURVEY  
A-21

0.0198 Ac.  
C & H Woods, Inc.  
to  
Huest-Rothberger Joint Venture  
2478/778

Scale: 1" = 30'



STATE OF TEXAS COUNTY OF SMITH  
I hereby certify that this instrument was  
led on the date and time stamped hereon  
by me and was duly recorded in the Official  
public records of Smith County, Texas.



JUN 2 2004

*Judy Carnes*  
JUDY CARNES  
COUNTY CLERK, Smith County, Texas

VENTURA TEJADA SURVEY  
A-21

0.7636 Ac.  
Shallifa Tax Deed  
to  
Young Dai & Soak Ja Kim  
3728/471

Scale: 1" = 30'

EXHIBIT B

COUNTY CLERK'S MEMO  
PORTIONS OF THIS  
DOCUMENT NOT  
REPRODUCIBLE  
WHEN RECORDED.

Filed for Record in:  
SMITH COUNTY, TEXAS  
JUDY CARNES, COUNTY CLERK  
On Jun 02 2004  
At 8:24am  
Receipt #: 311328  
Recording: 50.00  
Doc/Num : 2004-R0027748  
Doc/Type : REC  
Deputy -Georganna Vickers