

15.00

VOL 1744 PAGE 385

14729

TURTLE CREEK SOUTH ESTATES, INC.  
RESTRICTIONS ON TURTLE CREEK  
SOUTH SUBDIVISION

THE STATE OF TEXAS     X  
                              X  
COUNTY OF SMITH       X

RECORDED  
INDEXED

That TURTLE CREEK SOUTH ESTATES, INC., a Texas Corporation, the owner of the property shown by plat of Turtle Creek South Subdivision, Don Thomas Quevado Seven League Grant, Abstract No. 18, Section 29, Smith County, Texas, as described in a Deed from Marilyn Beeman to Turtle Creek South Estates, Inc., dated May 21, 1979, recorded in Volume 9, Page 158, Deed Records of Smith County, Texas; said subdivision being located on State Highway No. 155, south of the City of Tyler, Smith County, Texas, as shown by plat thereof, recorded in Volume 9, Page 158, of the Plat Records of Smith County, Texas, do hereby impress said property with the following restrictive covenants and conditions for the purpose of providing a uniform building program upon said property and to insure the present and future owners that said subdivision will be developed into a desirable residential section.

1. There shall be established a Building and Maintenance Control Committee composed of three (3) members appointed by Developer (and/or by designees of the Developer, from time to time) to protect the owners of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of said property; to guard against the erection of unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and, in general, to provide adequately for

a high type and quality of improvements in said property, and thereby to enhance the value of investments made by purchasers of lots therein.

Neither the Developer nor the Building and Maintenance Control Committee, nor the individual members of said Committee, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

The Developer has a controlling interest in the Building and Maintenance Control Committee and from time to time certain officers and employees of the Developer shall be members of said Committee, hereinafter designated as B and M Control Committee.

2. All lots hereunder are restricted to use for single family residential purposes only and no building shall be erected or maintained thereon other than a private residence, minimum floor space of 1,600 square feet, a tool storage building, a private garage and a private boathouse for the sole use of the purchaser of such lot. The minimum floor area requirements for residential structures stated hereinabove are exclusive of porches, stoops, open or closed patios, garages, and carports.

3. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two (2) copies of the construction plans and specifications, including specifications of all exterior and roofing materials, including color of paint or stain, and plan showing the proposed location of the structure, have been submitted to and approved in writing by the B and M Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation and otherwise. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void

unless an extension is granted in writing. No building exceeding two (2) stories in height shall be erected or placed on any lot. Easements are reserved along and within ten (10') feet of all lot lines for employees of said utilities to trim any trees or shrubbery which at any time may interfere or threaten to interfere with the operation or maintenance of such lines.

4. No natural drainage shall be altered nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor such impediment to the free flow of water be installed nor altered, without prior written consent of the B and M Control Committee.

5. No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; all construction must be (i) of new material (except stone, brick, and inside structural material, if such use is approved in writing by the B and M Control Committee) and (ii) no tar paper type roof or siding materials shall be used on any structure, and no sheet metal type of roll or siding materials will be used without written approval of the B and M Control Committee on any structure, and (iii) the exterior of any building must be painted or stained.

Fences shall be permitted to extend to the side and back lot lines and to no less than five (5') feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions.

6. No mobile home shall be permitted on any lot. A self-contained mobile unit which shall be of good appearance and good repair with approval in writing by the B and M Control Committee shall be permitted to be moved onto a lot subsequent to a clear title to the aforementioned lot and approval of proposed dwellings plans by the Control Committee, such temporary mobile unit being

allowed to remain on property for a total period of nine (9) months.

7. Any building, structure, or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, and inoperative cars, tall grass or weeds, or other debris, and refrigerators and other large appliances shall not be placed outdoors. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

8. The residences permitted shall be single family dwellings not more than two (2) stories in height and shall consist of no less than 85% brick, brick veneer, or stone, or a combination of such materials. The roofing material shall be of a wood-look composition material or roofing material approved in writing by the B and M Control Committee.

9. No residence, garage, out-building or building of any kind may be constructed, placed, or permitted to exist upon any lot in said subdivision nearer than forty (40') feet from the street fronting said lot nor nearer than fifteen (15') feet from a side street line nor nearer than fifteen (15') feet from any inside side line and back lot line.

10. No home-operated businesses (beauty shops, child care centers, repair shops, etc.) shall be permitted on any homesite premises without written consent and approval by the B and M Control Committee.

11. A septic tank system shall be constructed in compliance with the requirements of the Health Department of the State of Texas and with the local authorities having jurisdiction. The purchaser of each lot shall keep same clean and free of weeds and debris such as will be in keeping with the other property hereunder and the community at any particular time. Upon failure to do this, the undersigned or its successors or assignees may have the lot cleaned and the costs or expense thereof shall be payable by the lot purchaser to the undersigned or its successors or assignees. This cost and expense shall be secured by a lien on the lot so involved upon the Developer, its successors or assigns recording with the County Clerk, Smith County, Texas, its certificate to such effect and certifying to the amount of such cost and expense.

12. No outside toilet or privy shall be erected or maintained on any lot hereunder. No sewage nor effluent shall be disposed of upon, in, or under any lot hereunder except into a septic tank or other approved system meeting the aforesaid requirements.

13. No outbuildings other than a private boathouse, garage or storage building shall be erected on any lots, and such buildings shall not at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot.

14. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

15. No "For Sale" or "For Rent" sign or signs of any kind shall be displayed to the public view on any lot of any homeowner without written approval of the B and M Control Committee, except signs used by the developer or his representatives to advertise the property during the sales period.

16. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of said lines.

17. No fence, wall, hedge or shrub planting which obstructs sight lines at any owner's driveways shall be placed or permitted to remain on any lot within a depth of twenty-five (25') feet from street property lines with a height not to exceed two (2') feet at street property lines and to a graduated height of a maximum of six (6') feet at the building line.

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

19. If any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restrictions or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provisions herein, it shall be lawful for Turtle Creek South Estates, Inc. and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity," as used in the next preceding sentence hereof, shall include, but shall

not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any other provisions hereof, the Developer shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein.

20. These restrictions have a time limitation for a period of twenty-five (25) years from this date, and at the end of that period the restrictions may be extended for another twenty-five (25) years with the consent by mutual agreement of the majority of homeowners in the subdivision.

Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

EXECUTED this 12th day of June, 1979.



TURTLE CREEK SOUTH ESTATES, INC.

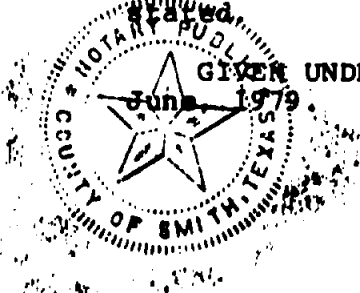
By: Marilyn Beeman

President

THE STATE OF TEXAS      X

COUNTY OF SMITH      X

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Marilyn Beeman, 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 TURTLE CREEK SOUTH ESTATES, INC., 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



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of

Mary Ann Hughes  
Notary Public in Smith County,  
for the State of Texas

FILED AT 4:29 O'CLOCK P.M ON THE 27 DAY OF June 1979.

RECORDED AT 10:29 O'CLOCK A.M ON THE 11 DAY OF July 1979

MARY MORRIS, COUNTY CLERK, BY Joyce Johnson DEPUTY

95-R0035318

FIRST AMENDMENT TO THE RESTRICTIONS  
FOR  
TURTLE CREEK SOUTH SUBDIVISION

THE STATE OF TEXAS

COUNTY OF SMITH

WHEREAS, Restrictions for TURTLE CREEK SOUTH SUBDIVISION, were filed of record under County Clerk's File No. 14729, and were recorded in Volume 1744, page 385 of the Land Records of Smith County, Texas (the "Original Restrictions");

WHEREAS, the owners of all lots in TURTLE CREEK SOUTH SUBDIVISION desire, by this instrument to amend the covenants, conditions, restrictions, rights and duties contained in the Original Restrictions;

NOW, THEREFORE, the undersigned, being the Owners of all of the lots in TURTLE CREEK SOUTH SUBDIVISION, hereby amend the Original Restrictions to add the following provisions:

1. APPLICATION FOR WAIVER OF RESTRICTIONS: Any Owner of any Lot may apply in writing to the Building and Maintenance Control Committee for a modification or waiver of any requirement or restriction contained in Original Restrictions, as amended hereby. The Building and Maintenance Control Committee shall have the authority, but not the responsibility, to modify or waive any requirement or restriction contained in Original Restrictions, as amended hereby, upon an affirmative showing that the application of such particular requirement or restriction, under the circumstances, creates an unnecessary and undue hardship upon the Owner, and that the requested modification or waiver thereof will not be detrimental, either aesthetically, economically, or otherwise, to the Owner of any Lot or the neighborhood itself. The Building and Maintenance Control Committee, in its sole discretion, shall either approve or reject such application, in writing, within a reasonable time. The failure of the Building and Maintenance Control Committee to approve an application under this section shall be deemed a rejection thereof.

2. WAIVER OF INSIDE SIDE LINE AND BACK LOT LINE: The fifteen foot (15') inside side line and back lot line set-back restriction contained in paragraph 9 of the Original Restrictions, is hereby amended as to all lots to provide for a ten foot (10') inside side line and back lot line.

3. WAIVER OF SET-BACK LINES AS TO LOT 1, BLOCK 1: The fifteen foot (15') side street line set-back restriction contained in paragraph 9 of the Original Restrictions, is hereby amended as to Lot 1, Block 1, to provide for a thirteen foot (13') side street line set-back, and the said single-family dwelling erected, or to be erected, on Lot 1, Block 1 of the Subdivision is hereby deemed to be in full compliance with the terms and provisions of the



Original Restrictions, as amended herein, notwithstanding being erected closer than fifteen feet (15') to a side street line.

Except as amended herein, the Original Restrictions shall remain in full force and effect pursuant to the terms set forth in the Original Restrictions.

Executed this 23rd day of ~~June~~ <sup>Oct.</sup> 1995.

*Orin A. Harris*

Orin A. Harris, Owner of All Lots except Lot 7, Blk. 1

Filed for Record (as  
SMITH COUNTY, TEXAS  
MARY MORRIS - COUNTY CLERK

On Oct 25 1995  
At 3:46pm

Deputy - Jeannette Stevenson

*Shirley R. Harris*  
Shirley R. Harris, Owner of All Lots except Lot 7, Blk. 1

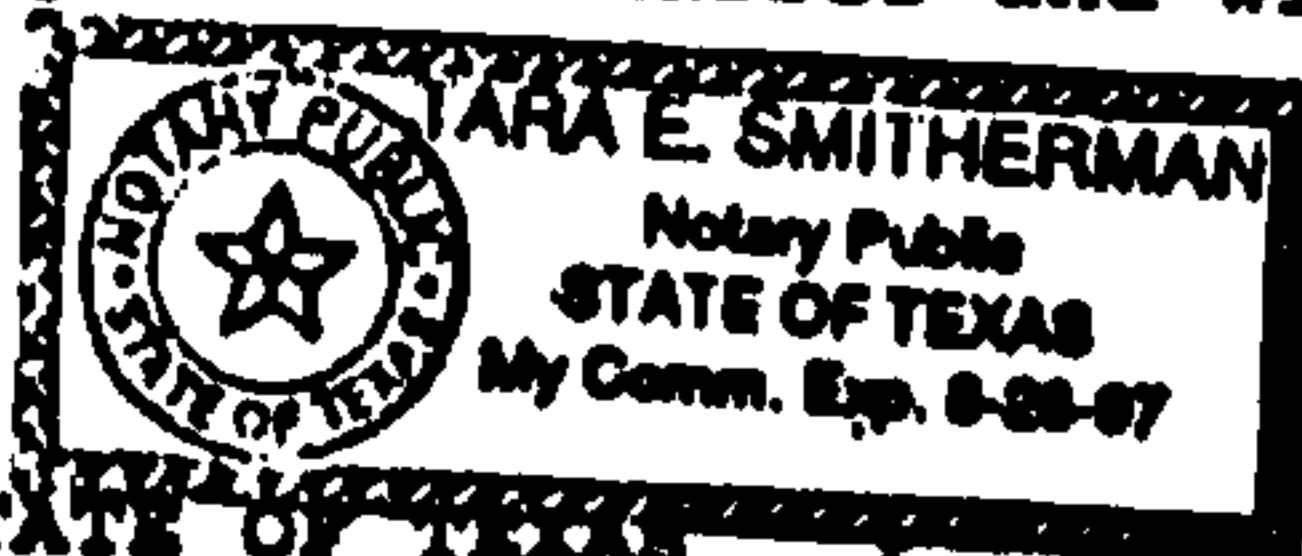
*Odis H. McCrory*  
Odis Howard McCrory  
Owner of Lot 7, Block 1

*Gladys E. McCrory*  
Gladys E. McCrory  
Owner of Lot 7, Block 1

THE STATE OF TEXAS :

COUNTY OF SMITH :

This instrument was acknowledged before me on ~~June~~ <sup>Oct.</sup> 25th, 1995 by Orin A. Harris and wife, Shirley R. Harris.



*Tara E. Smitherman*  
Notary Public-State of Texas

THE STATE OF TEXAS :

COUNTY OF SMITH :

This instrument was acknowledged before me on ~~June~~ <sup>Oct.</sup> 23rd, 1995 by Odis Howard McCrory and wife, Gladys E. McCrory.



*Mary Markmann*  
Notary Public-State of Texas

Return to: Smith County Abt.

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



OCT 26 1995

MARY MORRIS  
COUNTY CLERK, Smith County, Texas  
*Mary Morris*

**SECOND AMENDMENT  
TO THE RESTRICTIONS FOR  
TURTLE CREEK SOUTH SUBDIVISION**

**96-R0027578**

**THE STATE OF TEXAS**

**COUNTY OF SMITH**

WHEREAS, Restrictions for TURTLE CREEK SOUTH SUBDIVISION, were filed of record under County Clerk's File No. 14729, and were recorded in Volume 1744, Page 385 of the Land Records of Smith County, Texas (the "Original Restrictions");

WHEREAS, a First Amendment to the Restrictions for TURTLE CREEK SOUTH SUBDIVISION, were filed of record under Clerk's File No. 35318, and recorded in Volume 3721, Page 92 of the Land Records of Smith County, Texas (the "First Amendment");

WHEREAS, the Chairman of the Building and Maintenance Control Committee desires, by this instrument to amend the covenants, conditions, restrictions, rights and duties contained in the Original Restrictions;

NOW, THEREFORE, the undersigned, hereby amends the Original Restrictions to add the following provisions:

1. **AMENDMENT OF BACK AND SIDE SET-BACK LINES:** The ten foot (10') back and inside side set-back lines contained in paragraph 9 of the Original Restrictions and paragraph 2 of the First Amendment are hereby amended to allow the existence of an out-building, in the back yard only, with a maximum of 200 square feet, no closer than two and one-half feet (2 1/2') from the back or inside side lot lines.

2. **AMENDMENT OF BUILDING SET BACK LINES AS TO LOT 6, BLOCK 1:** The forty foot (40') building set-back line contained in paragraph 9 of the Original Restrictions is hereby amended as to Lot 6, Block 1 so that the forty foot (40') line would continue straight in a North/South direction and not follow the curve of Lot 6, Block 1.

The fifteen foot (15') street side set-back line shall continue along curve of Lot 6, Block 1 and intersect with the North/South line of the forty foot (40') set-back line. Said amendment is shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

3. AMENDMENT OF FRONT BUILDING SET-BACK LINES AS TO LOT 11, BLOCK 1: The forty foot (40') building set-back line contained in paragraph 9 of the Original Restrictions is hereby amended as to Lot 11, Block 1 to except to the existing violation. The existence of such violation has been acknowledged by the Building and Maintenance Control Committee and is no longer considered a violation of said restrictions.

Except as amended herein, the Original Restrictions and First Amendment shall remain in full force and effect pursuant to the terms set forth in said instruments.

Executed this 19th day of July, 1996.

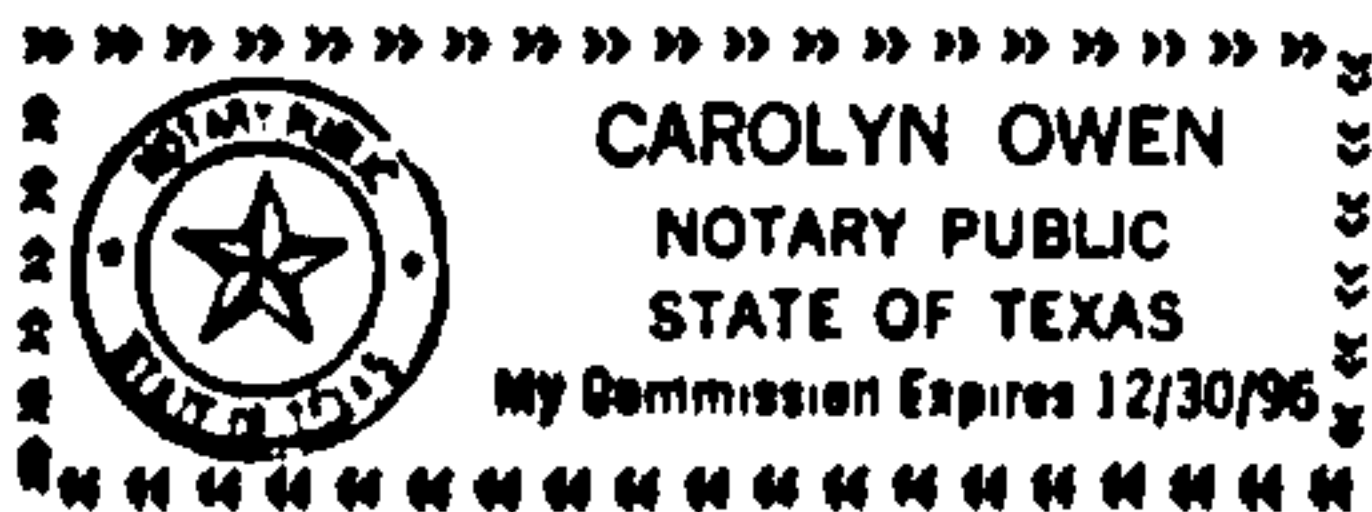
Orin A. Harris

Orin A. Harris, Chairman of the  
Building and Maintenance Control  
Committee

THE STATE OF TEXAS

COUNTY OF SMITH

This instrument was acknowledged before me this 19th day of July, 1996 by Orin Harris, Chairman of the Building and Maintenance Control Committee for Turtle Creek South Subdivision.



Carolyn Owen

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

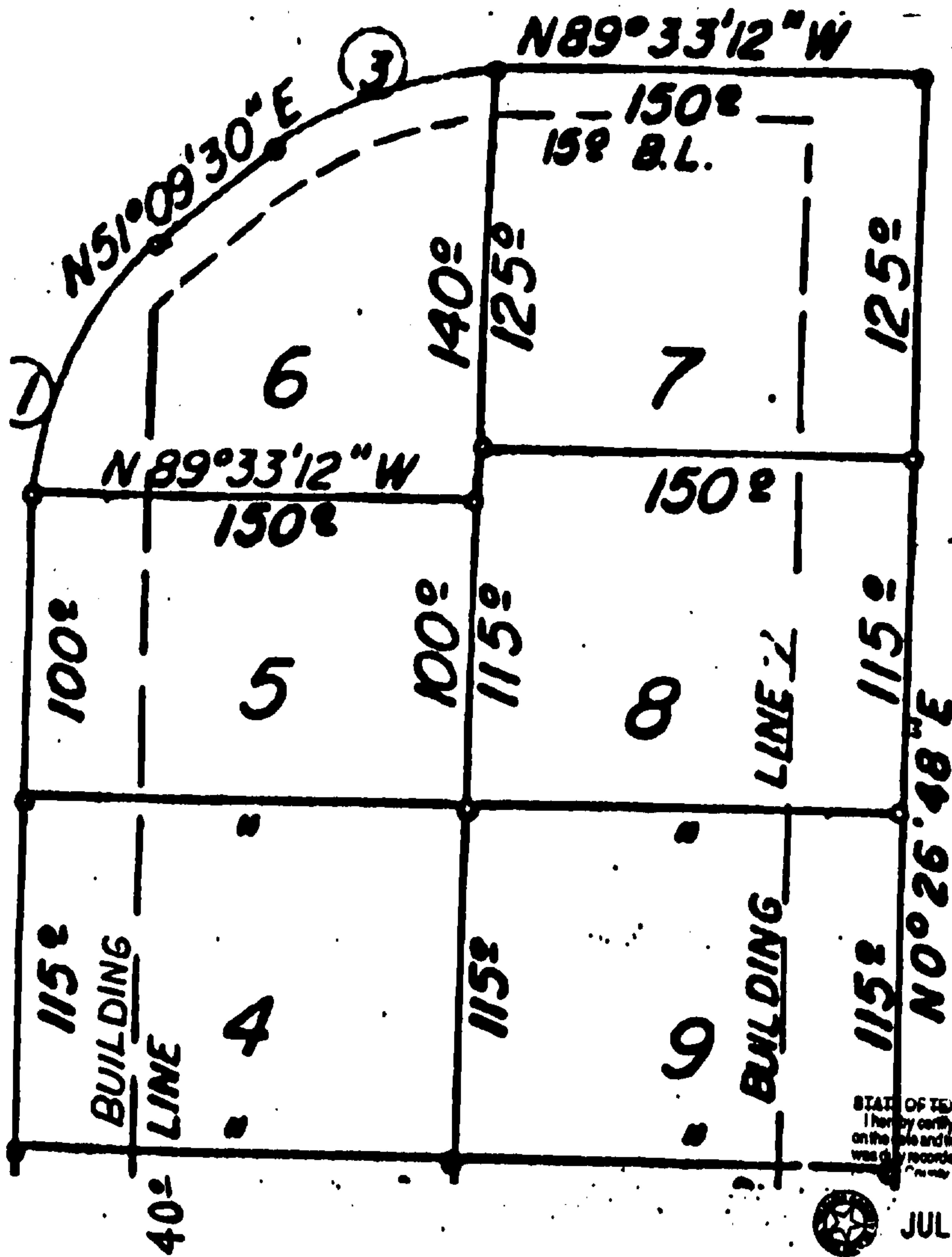
Orin Harris  
717 Bentley Court  
Tyler, TX 75703

Filed for Record in  
SMITH COUNTY, TEXAS  
MARY MORRIS - COUNTY CLERK

On Jul 23 1996  
At 3:04pm

Deputy - Jennette Stevenson

# EXHIBIT "A"



STATE OF TEXAS COUNTY OF SMITH  
I hereby certify that this instrument was filed  
on the 23rd day of July 1996 at 10:00 AM and was duly  
recorded in the Official Public records  
County Clerk



JUL 23 1996

COUNTY CLERK, Smith County, Texas  
*Blair E. Eddy* Deputy

Smith County  
Judy Carnes  
County Clerk  
Tyler Tx 75702



70 2007 00065012

Instrument Number: 2007-R00065012

Recorded On: December 21, 2007  
As  
Recordings - Land

Parties: TURTLE CREEK SOUTH SUBDIVISION  
To PUBLIC

Billable Pages: 12  
Number of Pages: 13

Comment: RESTRICTIONS

( Parties listed above are for Clerks reference only )

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**\*\* Examined and Charged as Follows: \*\***

Recordings - Land	60.00
<b>Total Recording:</b>	<b>60.00</b>

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**\*\*\*\*\* DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2007-R00065012  
Receipt Number: 457113  
Recorded Date/Time: December 21, 2007 11:33:11A  
User / Station: D Hawkins - Cash Station 2

**Record and Return To:**

ANN SOMMERVILLE  
18492 CR 1286  
FLINT TX 75762



I hereby certify that this instrument was filed and duly recorded  
in the Official Records of Smith County, Texas

*Judy Carnes*

County Clerk  
Smith County, Texas

12  
MUTUAL AGREEMENT FOR THE EXTENSION OF  
RESTRICTIONS ON TURTLE CREEK  
SOUTH SUBDIVISION

THE STATE OF TEXAS    )(

COUNTY OF SMITH        )(

WHEREAS, the Turtle Creek South Subdivision in the Don Thomas Quevado Seven League Grant, Abstract No. 18, Section 29, in Smith County, Texas, was imposed with Restrictions recorded in Volume 1744, Page 385 in the Deed Records of Smith County, Texas; and

WHEREAS, those Restrictions were amended by a First Amendment To The Restrictions For Turtle Creek South Subdivision, recorded in Volume 3721, Page 92 in the Deed Records of Smith County, Texas, and by a Second Amendment to the Restrictions For Turtle Creek South Subdivision recorded in Volume 3829, Page 75 in the Deed Records of Smith County, Texas; and

WHEREAS, the Restrictions provide in paragraph 20 that they can be extended for another twenty-five (25) years with the consent by mutual agreement of the majority of homeowners in the subdivision;

THEREFORE, the undersigned, being a majority of the homeowners in the subdivision, hereby submit that they have mutually agreed to an extension of the Restrictions, subject to any and all valid amendments thereto, for said additional 25 year period.

Dated to be effective as of 21<sup>st</sup>, 2007.

✓ Lot 11 and 12, Block 2  
18390 County Road 1100

\_\_\_\_\_  
Thomas J. Frey

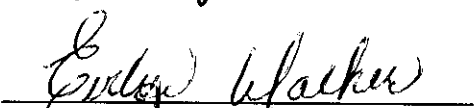
\_\_\_\_\_  
Kathy E. Frey

✓ Lot 12, Block 1  
18590 County Road 1100

\_\_\_\_\_  
Joshua Harris


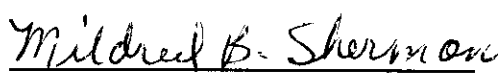
  
\_\_\_\_\_  
Shirley Harris

✓ Lot 11, Block 1  
18582 County Road 1100

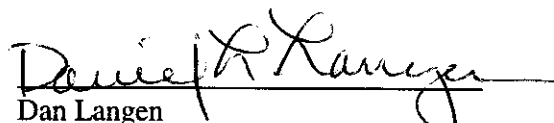
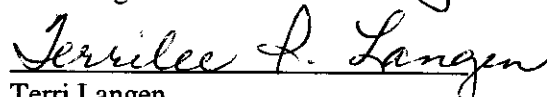
  
\_\_\_\_\_  
Evelyn Walker

  
Kennit Walker

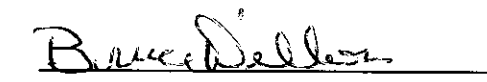
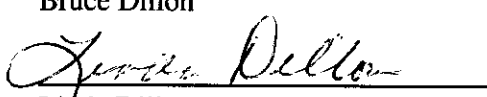
✓ Lot 2, Block 2  
18586 County Road 1286

  
Robert Sherman  
  
Mildred Sherman

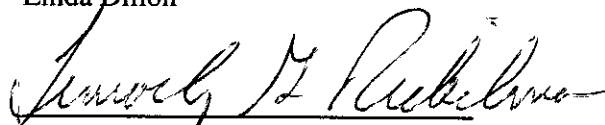
✓ Lot 6, Block 1  
18473 County Road 1286

  
Dan Langen  
  
Terri Langen

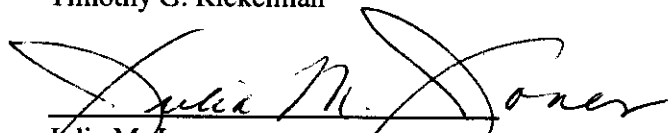
✓ Lot 4 Block 1  
18535 County Road 1286

  
Bruce Dillon  
  
Linda Dillon


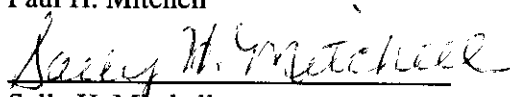
✓ Lot 3, Block, 1  
18565 County Road 1286

  
Timothy G. Rickelman

✓ Lot 2, Block 1  
18585 County Road 1286

  
Julia M. Jones

✓ Lot 1, Block 1  
18595 County Road 1286

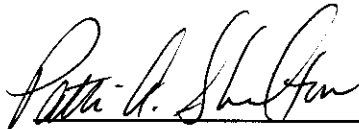
  
Paul H. Mitchell  
  
Sally H. Mitchell

✓ Lot 9, Block 1  
18534 County Road 1100


\_\_\_\_\_  
Ralph L. Lomba

\_\_\_\_\_  
Marie Lomba

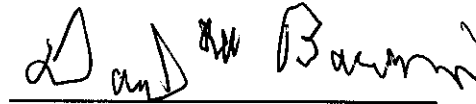
✓ Lot 7, Block 1  
18474 County Road 1100


  
Patti A. Shelton

✓ Lot 10, Block 1  
18564 County Road 1100

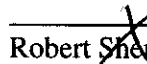
  
Kenneth Dale George


✓ Lot 5, Block 1  
18491 County Road 1286

  
David W. Barrows

  
Carolyn Barrows

~~Lot 2, Block 2~~  
~~18586 County Road 1286~~

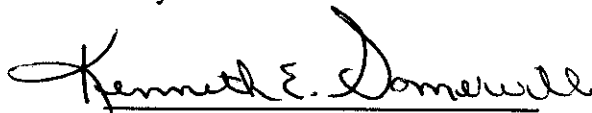
~~~~  
~~Robert Sherman~~

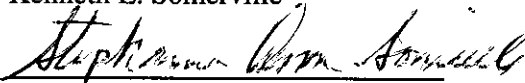
~~~~  
~~Mildred Sherman~~

✓ Lot 6, Block 2  
3084 FM 346 E

  
Andy Anderson

✓ Lot 5, Block 2  
18492 County Road 1286

  
Kenneth E. Somerville

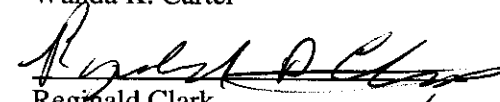
  
Stephanie Ann Somerville

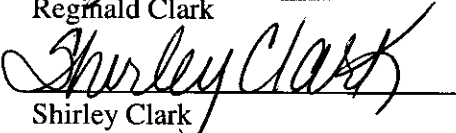
✓ Lot 4, Block 2  
18536 County Road 1286

  
Bobby Carter

  
Wanda K. Carter

✓ Lot 16, 8A, Block 2  
18456 County Road 1286

  
Reginald Clark

  
Shirley Clark



✓ Lot 3, Block 2  
18566 County Road 1286

\_\_\_\_\_  
Sukei Gann

✓ Lot 1, Block 2  
18590 County Road 1286

\_\_\_\_\_  
Miriam C. Harrison

✓ Lot 14, Block 2  
15605 County Road 1104

\_\_\_\_\_  
Ernest K Browning

\_\_\_\_\_  
Roneicia Warren

✓ Lot 10, 13, Block 2  
18398 County Road 1100

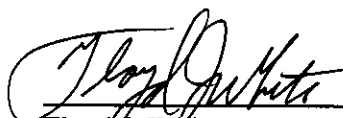
\_\_\_\_\_  
James R. Carns


\_\_\_\_\_  
D. Lavonne Carns

✓ Lot 15, Block 2  
18448 County Road 1100

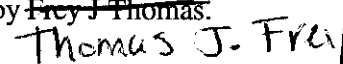
\_\_\_\_\_  
Teresa Bradford

✓ Lot 8, Block 1  
18490 County Road 1100

  
\_\_\_\_\_  
Floyd J. White

  
\_\_\_\_\_  
Kimela B. White

STATE OF TEXAS           §  
COUNTY OF SMITH       §

This instrument was acknowledged before me on the \_\_\_\_\_ Day of \_\_\_\_\_, 2007  
by ~~Frey J. Thomas~~  


My Commission Expires:

\_\_\_\_\_  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the \_\_\_\_ Day of \_\_\_\_\_, 2007  
by ~~Kathy E. Thomas.~~

*Kathy E. Frey*

My Commission Expires:

\_\_\_\_\_  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the \_\_\_\_ Day of \_\_\_\_\_, 2007  
by Joshua Harris.

My Commission Expires:

\_\_\_\_\_  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the 15 Day of December, 2007  
by Shirley Harris.

*Brandi Kalkomey*  
\_\_\_\_\_  
Notary Public/State of Texas

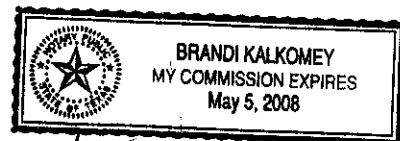
My Commission Expires:

STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the 14 Day of December, 2007  
by Evelyn Walker.

*Brandi Kalkomey*  
\_\_\_\_\_  
Notary Public/State of Texas

My Commission Expires:



STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the 14 Day of December, 2007  
by Kermit Walker.

My Commission Expires:

Brandi Valkomy  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §



This instrument was acknowledged before me on the 14 Day of December, 2007  
by Robert Sherman.

My Commission Expires:

Brandi Valkomy  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §



This instrument was acknowledged before me on the 14 Day of December, 2007  
by Mildred Sherman.

My Commission Expires:

Brandi Valkomy  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §



This instrument was acknowledged before me on the 14 Day of December, 2007  
by Dan Langen.

My Commission Expires:

Brandi Valkomy  
Notary Public/State of Texas

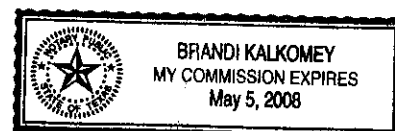
STATE OF TEXAS       §  
COUNTY OF SMITH     §



This instrument was acknowledged before me on the 14 Day of December, 2007  
by Terri Langen.

My Commission Expires:

Brandi Valkomy  
Notary Public/State of Texas



STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the 14 Day of December, 2007  
by David W. Barrows.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §

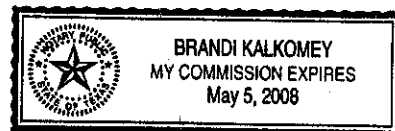


This instrument was acknowledged before me on the 14 Day of December, 2007  
by Carolyn Barrows.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §



This instrument was acknowledged before me on the 14 Day of December, 2007  
by  
Robert Sherman.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §



This instrument was acknowledged before me on the 14 Day of December, 2007  
by Mildred Sherman.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §



This instrument was acknowledged before me on the \_\_\_\_ Day of \_\_\_\_\_, 2007  
by Andy Anderson.

My Commission Expires:

\_\_\_\_\_  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH    §

This instrument was acknowledged before me on the 14 Day of December, 2007  
by Kenneth E. Somerville.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH    §

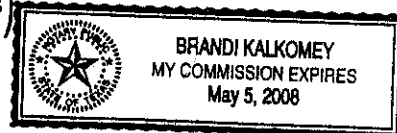


This instrument was acknowledged before me on the 14 Day of December, 2007  
by Stephanie Ann Somerville.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH    §

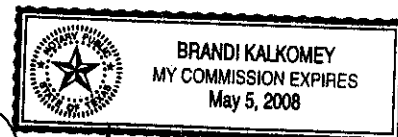


This instrument was acknowledged before me on the 15 Day of December, 2007  
by Bobby J. Carter.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH    §



This instrument was acknowledged before me on the 15 Day of December, 2007  
by Wanda K. Carter.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH    §



This instrument was acknowledged before me on the 14 Day of December, 2007  
by Reginald Clark.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas



STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the 20 Day of December, 2007  
by Shirley Clark.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §



This instrument was acknowledged before me on the \_\_\_\_ Day of \_\_\_\_\_, 2007  
by Sukei Gann..

My Commission Expires:

\_\_\_\_\_  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the \_\_\_\_ Day of \_\_\_\_\_, 2007  
by Miriam C. Harrison.

My Commission Expires:

\_\_\_\_\_  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the \_\_\_\_ Day of \_\_\_\_\_, 2007  
by Ernest K. Browning.

My Commission Expires:

\_\_\_\_\_  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the \_\_\_\_ Day of \_\_\_\_\_, 2007  
by Roneicia Warren.

My Commission Expires:

\_\_\_\_\_  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the \_\_\_\_ Day of \_\_\_\_\_, 2007  
by James R. Carns.

My Commission Expires: \_\_\_\_\_  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the \_\_\_\_ Day of \_\_\_\_\_, 2007  
by D. Lavonne Carns.

My Commission Expires: \_\_\_\_\_  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the \_\_\_\_ Day of \_\_\_\_\_, 2007  
by Teresa Bradford.

My Commission Expires: \_\_\_\_\_  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the 14 Day of December, 2007  
by Floyd J. White.

My Commission Expires: \_\_\_\_\_  
Brandi Kalkomey  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH     §



This instrument was acknowledged before me on the 14 Day of December, 2007  
by Kimela B. White.

My Commission Expires: \_\_\_\_\_  
Brandi Kalkomey  
Notary Public/State of Texas



STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the 14 Day of December, 2007  
by Bruce Dillon.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas



STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the 14 Day of December, 2007  
by Linda Dillon.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas



STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the 14 Day of December, 2007  
by Timothy G. Rickelman.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas

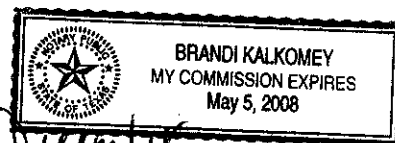


STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the 20 Day of December, 2007  
by Julia M. Jones.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas



STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me on the 14 Day of December, 2007  
by Paul H. Mitchell.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas





STATE OF TEXAS       §  
COUNTY OF SMITH   §

This instrument was acknowledged before me on the 14 Day of December, 2007  
by Sally H. Mitchell.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH   §



This instrument was acknowledged before me on the \_\_\_\_ Day of \_\_\_\_, 2007  
by Ralph L. Lomba.

My Commission Expires:

\_\_\_\_\_  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH   §

This instrument was acknowledged before me on the \_\_\_\_ Day of \_\_\_\_, 2007  
by Marie Lomba.

My Commission Expires:

\_\_\_\_\_  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH   §

This instrument was acknowledged before me on the 14 Day of December, 2007  
by Patti A. Shelton.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas

STATE OF TEXAS       §  
COUNTY OF SMITH   §



This instrument was acknowledged before me on the 14 Day of December, 2007  
by Kenneth Dale George.

My Commission Expires:

Brandi Kalkomey  
Notary Public/State of Texas

Ann Sommersville  
18492 CR1286  
Flint, TX 75762

