

737-01-0045

15
2

REAL PROPERTY RECORDS

9152821

GENERAL WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

THAT NORTH BRIARWOOD DEVELOPMENT CORP., a Texas corporation, with offices in Harris County, Texas (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to it in hand paid by JONNIE MARIE YELVERTON, whose mailing address is 291 Scarborough, Apt. 901, Conroe, Texas 77304, of the County of Montgomery, State of Texas (hereinafter referred to as the "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed; has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee, the following described property, to-wit:

See Exhibit "A" attached hereto and made a part hereof for all purposes.

This conveyance is made and accepted expressly subject to those matters set forth in Exhibit "B" attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, her heirs, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, her heirs, successors and assigns forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except taxes for the current year which have been prorated to date and are assumed by Grantee, and all easements and valid restrictions affecting the property now on file or of record in the Office of the County Clerk of Montgomery County, Texas.

EXECUTED this 29th day of October, 1991.

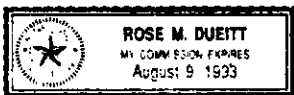
NORTH BRIARWOOD DEVELOPMENT
CORP.

By Amos A. Dunn
Amos A. Dunn, President

THE STATE OF TEXAS
COUNTY OF HARRIS

ACKNOWLEDGED BEFORE ME on this ^{15th} ~~29th~~ day of ^{November} ~~October~~, 1991, by Amos A. Dunn, President of North Briarwood Development Corp., a corporation, as the act and deed of said corporation and in the capacity therein stated.

Rose M. Dyeitt
Notary Public in and for
The State of Texas



NOTARY PUBLIC
STATE OF TEXAS

757-01-0047

EXHIBIT "B"

This conveyance is made and accepted expressly subject to the following, to-wit:

- (1) Reservation by Grantor herein of all oil, gas and other minerals lying in, on, or under the subject property not heretofore reserved.
- (2) All easements, valid reservations, restrictions, and other matters affecting the property now on file or of record in the Office of the County Clerk of Montgomery County, Texas, including a thirty (30) foot wide easement for ingress and egress and utilities along a boundary line of the subject tract.
- (3) Restrictions set forth in Acknowledgment of Restrictions attached hereto as Exhibit "B-1" and incorporated herein for all purposes.



MONTGOMERY COUNTY
OFFICE OF
COUNTY ENGINEER
CONROE, TEXAS 77301

J. D. BLANTON
County Engineer

ROOM 105 - COURTHOUSE
Conroe 713 756-0571
Houston 713 353 9291

TO: Mr. Amos Dunn

FROM: J. D. Blanton
County Engineer

DATE: December 21, 1981

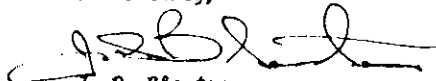
RE: Subdivision: North Briar Wood Section: 1
Precinct #: 3 Survey: Buchman Canfield
Abstract #: A-120 Montgomery County, Texas
Total Length of Roads: 5,137.05 ft. = 0.97 mi.
Type of Construction: Iron Ore base with Road Mix
Surface

The streets in the above listed subdivision were accepted by the Commissioners' Court of Montgomery County on December 14, 1981.

Please submit a set of "as built" plans to our office. Upon receipt of these plans, the County Clerk's Office will be instructed to release the bond.

The bond may be picked up at the County Clerk's Office, Montgomery County Courthouse, Room 105, on the square in Conroe.

Yours truly,


J. D. Blanton
County Engineer

JDB/mj

cc: C. Wallace

99-01-0049

EXHIBIT "B-1"

ACKNOWLEDGMENT OF RESTRICTIONS

NORTH BRIARWOOD

A SUBDIVISION IN MONTGOMERY COUNTY, TEXAS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF MONTGOMERY

THAT, in order to insure to all purchasers in the recorded subdivision known as NORTH BRIARWOOD, out of the Buckman Canfield Survey, A-120, Montgomery County, Texas, that all properties situated therein will be developed and maintained in a uniform manner to the mutual benefit of all owners and future owners thereof, NORTH BRIARWOOD DEVELOPMENT CORP., a Texas corporation with offices in Harris County, Texas (hereinafter sometimes called "Seller"), the present owner of all of said properties, acting herein by and through its duly authorized officer, does hereby ADOPT, ESTABLISH and IMPOSE the following reservations, restrictions, covenants and conditions upon said properties which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the present owners, their respective successors and assigns, and to each and every purchaser of any of said properties, their respective heirs, legal representatives, successors and assigns, to-wit:

(1) All lots in NORTH BRIARWOOD shall be used for residential purposes only. No noxious or offensive trades or activities shall be conducted on any of the lots of said development, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in the area. No lot shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the laws of the local, state or federal governments. No animals shall be raised or maintained on the property in such manner or with such lack of care as to cause offensive odors or noises or so as to otherwise be a nuisance or annoyance to persons of ordinary sensitivity; nor shall animals be raised or maintained for commercial exploitation.

(2) No trash, manure, garbage, or debris of any kind shall be dumped or permitted to accumulate on any lot. No junk or wrecked automobiles shall be permitted to remain on any lot.

(3) No advertisements, billboards, advertising structures or signs (except for bona fide signs advertising the sale of a particular lot or lots in this development) shall be erected or maintained on any residential lot in NORTH BRIARWOOD.

(4) No timber or iron ore shall be cut, sold or removed from those residential lots on which NORTH BRIARWOOD DEVELOPMENT CORP.

has a purchase money lien; however, this restriction does not prohibit purchasers of lots in this development from selectively clearing same, nor does it prohibit the clearing of timber from a proposed building site situated upon said lot.

(5) No lots or lot in NORTH BRIARWOOD shall be re-subdivided in any manner except as follows:

Any person owning one lot or two or more adjoining lots may subdivide or consolidate such lots or lots into building sites, with the privilege of placing or constructing improvements on each such resulting building site, provided any such re-subdivision or consolidation from such re-subdivision shall have a land area of not less than one (1) acre of land.

(6) No residence shall be built or maintained on any lot in said development having less than one thousand two hundred (1,200) square feet of living area, exclusive of garages and open porches. Residences shall be built at least fifty (50) feet from the right of way line of the roadway. Residences or other buildings shall be built at least twenty (20) feet from side lot lines and rear lot lines. The exterior of each residence shall be finished, and, if of a material other than brick, stone, or other material not commonly decorated or painted, shall be painted with at least two coats of paint. No tent, trailer, bus, mobile home, basement, shack, barn, portable structure, or other outbuildings shall at any time be used as a residence, either temporarily or permanently. All outbuildings shall conform with residences and shall be of new building materials with a coat of paint, and shall be located to the rear of the residence, except that garages may be attached to the residence. Purchaser shall submit to and obtain approval by Seller of any plans and specifications for primary or secondary buildings, before commencement of work, to determine architectural suitability and conformity with restrictions. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation. Should Seller not disapprove plans so submitted with twenty (20) days from submission, such plans will be deemed to have been approved. When construction of any improvement is begun, it shall be completed with reasonable diligence and no construction material or equipment shall be stored on the property except as construction is begun and continued with reasonable diligence. In this connection, it is agreed and understood that the erection of the exterior portion of any residence shall be completed on or before twelve (12) months from the inception date of construction. Only one main residence and one secondary residence (for guest or servants) shall ever be built or maintained on any lot or building site. The moving of used buildings onto any building site in the development is prohibited unless such building is first inspected and approved in writing by Seller herein. This right of inspection and right to approve plans may be delegated to a successor by written recorded instrument; such successor may be a person, persons, corporation or civic club.

(7) No privy, cesspool or outdoor toilets shall be placed or maintained on any part of the property in NORTH BRIARWOOD and all indoor toilets and baths shall be installed with the connected to a septic tank and drain field, the design of which must first be approved by all state, county or city health authorities having jurisdiction over such matters before construction commences. The drainage of septic tanks or sewerage into roads, streets and alleys, ditches, ravines, or upon the open ground shall be prohibited and such prohibitions shall be enforceable as any other violation of these restrictions by any resident in the development or by public body. The purchaser of a lot in said development shall, upon constructing any residence upon his lot, or any person making use of his lot, place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property and shall fill in sufficient dirt over and around same to

737-01-6051

construct a driveway to the premises. The inside bottom of said culvert shall be eighteen inches in diameter with not less than 1.7 square foot waterway opening. The design of water well systems must first be approved by all state, county or city health authorities having jurisdiction over such matters before water well drilling commences.

(a) No septic tank will be placed within fifty feet of a water well.

(b) No perforated septic line will be placed within one hundred fifty feet of a water well.

(8) No road, street or other vehicular passageway shall be opened through any lot in this development except as may be deemed reasonably necessary by the Seller, its successors or assigns, for the good development of this subdivision.

(9) All lots in said subdivision shall be and are sold subject to easements for public utilities as may be already existing or as may become reasonably necessary for the Seller, its successors or assigns, to create in the future, right to do so being hereby reserved, so as to permit good development of the subdivision and provide the necessary utilities.

(10) The Seller or any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity against any person violating or attempting to violate any of these covenants or restrictions, and either prevent such person or persons, from so doing by prohibitive or mandatory injunction, and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions, or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all of such other provisions shall remain in full force and effect.

(11) Barbed-wire fencing facing a street will not be allowed; any fence that faces a street must be of painted wood or steel construction.

(12) No more than two cows or two horses per acre will be allowed on this property.

DATE: 11-15-91

NORTH BRIARWOOD DEVELOPMENT CORP.

BY Amos A. Dunn
Amos A. Dunn, President

The undersigned purchaser(s) hereby acknowledge(s) receipt of the foregoing instrument prior to closing of the purchase of the real property described in such instrument.

DATE: 11-15-91

Maria A. Dunn
PURCHASER

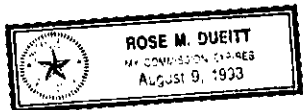
PURCHASER

THE STATE OF TEXAS

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared AMOS A. DUNN, President of NORTH BRIARWOOD DEVELOPMENT CORP., 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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of November, 1991.



Rose M. Dueitt
Notary Public in and for
The State of Texas

THE STATE OF TEXAS

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared Jonnie Marie Velverton, known to me to be the person(s) whose names(s) is(are) subscribed to the foregoing instrument, and acknowledged to me she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of November, 1991.



Rose M. Dueitt
Notary Public in and for
The State of Texas

ALL INSTRUMENTS, ADDITIONS AND AMENDMENTS PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

FILED FOR RECORD

91 NOV 15 PM 2:54

By Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF MONTGOMERY)
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas.

NOV 15 1991



By Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS