AVOL 834 PACE 49

WARRANTY DEED

DEEDS

331763

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT RAYBURN DEVELOPMENT COMPANY, a Texas corporation hereinafter called GRANTOR, for the consideration of the sum of Ten (\$10.00) Dollars cash and other good and valuable consideration, in hand paid by JAMES L. TOMBERLIN and wife, ELIZABETH M. TOMBERLIN, hereinafter called GRANTEES, the receipt of which is hereby acknowledged and the advancement of the sum of EIGHT THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS to us in hand paid by KATHLEEN S. TOMBERLIN at the special instance and request of GRANTEES herein, and as evidence of such advancement GRANTEES have executed and delivered (one certain promissory note of even date herewith, in said above amount, payable to the order of KATHLEEN S. TOMBERLIN or her assigns, at Houston, Harris County, Texas, or at the direction of her assigns whichever is elected by the holder of said note, with interest thereon from the date at the rate therein provided, said note being payable interest only in nine annual installments of SIX HUNDRED SEVENTY AND NO/100 Dollars (\$670.00) beginning on the 19 day of October, 1974; and continuing on the same day of each succeeding year thereafter until the tenth year at which time the principal of EIGHT THOUSAND THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS and interest thereon is to be fully paid, except that the final payment, if not sooner made or declared under the terms hereof, shall be due on the 18 day of October, 1983,) said note containing the usual acceleration maturity and attorney's fee clause; said note being further secured by deed of trust of even date herewith; conveying the hereinafter described property, to OLIVER J. GUIBERTEAU, Trustee, of Houston, Harris County, Texas, special reference to which is here made for all purposes.

Have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto said GRANTEES all that certain lots, tract or parcel of land, together with any improvements situated thereon, lying and being situated in Montgomery County, Texas, and described as follows, to-wit:

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BEGINNING at an iron rod on the South boundary line of that certain 328.417 acres tract of land out of the D. McIntyre Survey, A-386, and the Dennis Neil Survey, A-400, Montgomery County, Texas at a point which is N. 89 deg. 46' 47" E., a distance of 1828.40 feet and N. 89 deg. 43' 22" E., a distance of 169.6 feet from a concrete monument at the Southwest corner of said 328.417 acres tract of land;

THENCE N. O deg. 02' 08" E., a distance of 343.76 feet to an iron rod on the South right of way line of a 60 foot wide roadway;

THENCE N. 89 deg. 57' 52" W., along said road line a distance of 406.00 feet to an iron rod for corner of this tract;

THENCE S. O deg. 02' 08" W., a distance of 344.98 feet to an iron rod for a corner of this tract;

THENCE N. 89 deg. 46' 47" E., a distance of 236.40 feet, and N. 89 deg. 43' 22" E., a distance of 169.60 feet to an iron rod for corner, and the Point of Beginning, containing 3.213 acres of land out of that certain 328.417 acres tract of land out of the D. McIntyre Survey, A-386, and the Dennis Neil Survey, A-400 Montgomery County, Texas. The above described tracts of land being out of and a part of the Dennis Neil Survey, A-400, Montgomery County, Texas.

The above described tracts may be further identified as Tracts 18, 19, 20 and 21, Section 2, on an unrecorded plat of Rayburn Development, prepared by Charles W. Hodges Registered Public Surveyor Number 518, and dated September 6, 1972.

This conveyance is made subject to: All of the oil, gas and other minerals are excepted herefrom the same having been reserved as set forth in deed recorded in Volume 653, page 425, Deed Records, Montgomery County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto said GRANTEES, their heirs or assigns forever. And Grantor does hereby bind itself, its successors, assigns and legal representatives to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said GRANTEES, their heirs or assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

BUT IT IS EXPRESSLY AGREED THAT A VENDOR'S LIEN is hereby retained, against the above described premises and improvements until the indebtedness above mentioned, as evidenced by said promissory note, both principal and

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interest, is fully paid; and, for value received from KATHLEEN S. TOMBERLIN who has on this date paid to us the full principal amount of said note, we, the GRANTORS herein do hereby grant, sell, convey and assign, without recourse on it, unto the said KATHLEEN S. TOMBERLIN, her heirs or assigns, the said vendor's lien hereby retained, together with the superior right, equities and title which we have in and to the real property hereby conveyed, as security for the payment of said note is paid in full this deed shall thereupon become absolute.

Taxes for the current year have been prorated as of the date hereof and GRANTEES assume and agree to pay the same.

This conveyance is further made and accepted subject to those restrictions described in Rider A attached hereto and made a part hereof, and such easements and right of way conveyances affecting the use of the said premises conveyed herein, which are now of record in the County Clerk's Office of Montgomery County, Texas.

EXECUTED at Hous Tow . Texas, this the 17 day of TUBER , 1973. RAYBURN DEVELOPMENT COMPANY

THE STATE OF TEXAS COUNTY OF HARRIS

" Comme

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. P. GANCHAN, 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 Rayburn Development Company, a Texas 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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the TOBER , 1973.

> NOTARY PUBLIC in and for Harris County, Texas

My Commission Expires:

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The mountain

RETURN 10346 WINDING TRAIL LA PORTE, TEXAS 77571

RIDER A RESTRICTIONS

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RAYBURN DEVELOPMENT

The following conditions, covenants, restrictions, and reservations which shall be in effect until January 1, 1989, and shall be deemed and held to be covenants running with the land and binding upon the Purchaser, his heirs and assigns, and shall be incorporated in the deed to be executed hereunder, and shall automatically be extended for successive periods of ten years each, unless by a vote of the majority of the then owners of the lots in said addition it is agreed to change said covenants, conditions end restrictions, in whole or part, to wit.

All the lots shall be used for residential purposes only with exception of tracts designated as "Commercial" by the Corporation. No noxious or offensive trades or activities shall be carried on on any of the lats or tracts in this subdivision, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in the area. No lot or tract shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the laws of the

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. No animals may be kept for commercial or breeding purposes. Hogs, swine, or goats will not be permited.

No residence shall be built with an area of less than 900 square feet of living area, exclusive of garage and open parches. Residences shall be built at least 50 feet from the roadways as dedicated and shall face same. The front exterior of residences in residences shall be 90% brick or mesonry, Any Meterial other than brick, stone, asbestos

All outbuildings shall be jocated to the rear of the residence except that garages may be attached to residence. No building shall be erected or constructed nearer than '10 feet from any side or rear property line nor nearer than 50 feet to side or front street property line. Barns and out-

Not more than one residences shall ever be built or maintained on any single tract. When construction of any improvements is begun it shall be completed with reasonable diligence and no construction material or equipment shall be stored on property except as construction is begun and continued with reasonable diligence. Exterior of any building must be finished within 5 months from time material is delivered.

Whenever a residence is established on any tract, it shall provide an inside toilet and shall be connected with adequate septic tank and drain field until such time as sanitary sewers may be available for use in connection with such tract. Outside toilets are strictly prohibited. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision, and drainage of septic tanks or sewerage into roads, lake, streets, alleys, ditches, ravines, or upon the open ground shall be prohibited and, enforceable as any other violation of these restrictions by any resident in the subdivision or by public body. The purchaser of a parcel of land in the subdivision shall, upon constructing any residence upon his tract, or any person making use of his tract of land, 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 construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch.

Mobile homes (minimum of 500 sq. ft. living area) will be allowed on Lots 5 thru 23, Section 2

and all of Section 3. Lots 6 thru 37. Section 6.
There shall be no debris of any type, dirt or other material dumped or placed on any road easement or into ditch or drainage area. No accumulation of trash, garbage or brush will be permitted except that brush which may be accumulated in nore mal clearing procedures. This must be disposed of promptly, in order to avoid fire hazard. No inoperable cars, trucks, boats or other unsightly objects, such as used equipment will be allowed on property.

Any violation of any of the forgoing restrictions will enauthorize to take the transmission of the forgoing restrictions will enauthorize to take the transmission of the forgoing restrictions will enauthorize to take the transmission of the forgoing restrictions will enauthorize to take the transmission of the forgoing restrictions will enauthorize to take the transmission of the forgoing restrictions will enauthorize to take the transmission of the forgoing restrictions will enauthorize to take the transmission of the forgoing restrictions will enauthorize to take the transmission of the forgoing restrictions will enauthorize to take the transmission of the forgoing restrictions will enauthorize the transmission of the forgoing restrictions will be a supplicate the transmission of the forgoing restriction of the forgoing restrict prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions and either prevent such person, or persons, from so doing by prohibitive or mandatory injuction, and to receiver damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgement or court order shall in nowise effect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.

The purpose of foregoing restrictions is to maintain a high standard of living conditions and thereby make it a desirable resident-ial section, it is understood and agreed that, should a violation, or attempted violation, of any of the foregoing covenants and restrictions by a Purchaser occur in said subdivision, the Seller Is in nowise responsible, sither financially or etherwise, but will

> FILED FOR RECORD AT # O'CLOCK #M

> > OCT 29 1973

ROY HARRIS, Clerk