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✓ RETURN TO:
Richard B. Boucher
No. 7 Southern Pines
Conroe, TX 77302

65C-01-1876

REAL PROPERTY RECORDS

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GENERAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THAT SOUTHERN PINES, INC., a Texas corporation, acting herein by and through its duly elected and authorized officers, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to it in hand paid by RICHARD B. BOUCHER and wife, JACKIE E. BOUCHER, the receipt and sufficiency of which are hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said RICHARD B. BOUCHER and wife, JACKIE E. BOUCHER, of Montgomery County, Texas, whose mailing address is No. 7 Southern Pines, Conroe, Texas 77302, all that certain tract or parcel of land, together with all improvements thereon, lying and being situated in the County of Montgomery State of Texas, described as follows, to-wit:

BEING 5.00 acres of land out of SOUTHERN PINES an unrecorded subdivision, and being out of and a part of the T. & N. O. R. R. SURVEY NO. 12, recorded as the J. F. SPRINGFIELD SURVEY, ABSTRACT NO. 749 in Montgomery County, Texas, and also being a part of that certain 185.00 acre tract described in Deed from M. H. Kaplan, aka Morris H. Kaplan, Trustee, to Henderson, Winston & Co., Inc., dated June 6, 1977, recorded in Volume 972, Page 724, Montgomery County Deed Records: said 5.000 acres being more fully described by metes and bounds as follows:

COMMENCING at a concrete monument stamped "C.P. & F." found at the Northwest corner of the before mentioned T&N O. R. R. Survey No. 12, the Northwest corner of the before mentioned J. F. Springfield Survey, the northwest corner of the said 185.00 acre tract:

THENCE with the north line of the said T. & N. O. R. R. Survey No. 12, the north line of the J. F. Springfield Survey, the north line of the before mentioned 185.00 acre tract North 89 degrees 47 minutes 30 seconds East 548.78 feet to an iron rod found for the POINT OF BEGINNING, the northwest corner of this tract:

THENCE continuing with the north line of the said T. & N. O. Railroad Survey No. 12 the north line of the J. F. Springfield Survey, the north line of the said 185.00 acre tract North 89 degrees 47 minutes 30 seconds East 271.16 feet to an iron rod set for the northeast corner of this tract:

THENCE South 00 degrees 13 minutes 22 seconds East 806.58 feet to a point in the center of a 30 foot roadway easement for the southeast corner of this tract from which an iron rod set for reference in the north line of the said 30 feet roadway easement bears North

650-01-1877

UU degrees 13 minutes 22 seconds West 15.00 feet:

THENCE with the center of the said 30 foot roadway easement North 88 degrees 48 minutes 05 seconds West 271.24 feet to an iron rod found for the southwest corner of this tract:

THENCE North 00 degrees 13 minutes 22 seconds West 799.92 feet to the POINT OF BEGINNING, containing 5.000 acres of land, subject to the before mentioned 30 foot roadway easement along the south line of the herein described tract.

This conveyance is specifically made and accepted SUBJECT TO the following:

(1) Fifteen Foot (15') road and utility easement traversing the South Side of the herein described premises, as shown on subdivision plat of Southern Pines, dated November 17, 1977, prepared by Dale L. Olson, R.P.S. #1753.

(2) Ten (10) foot utility easement along and parallel to both sides of all designated streets and roadways, said easement to commence at the street or roadway line and extend ten (10) feet into each lot, as the same is recorded in Volume 1054, Page 396 of the Deed Records of Montgomery County, Texas.

(3) Restrictions of SOUTHERN PINES, attached hereto as EXHIBIT "A", and made a part hereof for all purposes

This conveyance is made and accepted SUBJECT TO any and all valid covenants, restrictions, easements, roadways, and outstanding mineral and/or royalty interest in the oil, gas and other minerals, and leases thereon, now outstanding or affecting the premises herein conveyed. now of record in the County Clerk's office of Montgomery County, Texas, but only to the extent they are still in force and effect.

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 RICHARD B. BOUCHER, and wife, JACKIE BOUCHER, their heirs and assigns, forever; and SOUTHERN PINES, INC. does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto the said RICHARD B. BOUCHER and wife, JACKIE E. BOUCHER, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

This Deed is given in compliance and fulfillment of that certain Contract for Deed dated September 23, 1980, by and between SOUTHERN PINES, INC., as Seller, and RICHARD B. BOUCHER and wife, JACKIE E. BOUCHER, as Purchasers.

WITNESS THE SIGNATURE AND SEAL OF SOUTHERN PINES, INC., on this the 21 day of March, 1990.

SOUTHERN PINES, INC.

BY: John R. Winston, Jr.
John R. Winston, Jr., President

THE STATE OF TEXAS
COUNTY OF ANGELINA

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This instrument was acknowledged before me this 21 day of March, 1990 by JOHN R. WINSTON, JR., as President of Southern Pines, Inc., a corporation, on behalf of said corporation.

ORIGINAL DIM



Maureen Rae Hafernik
NOTARY PUBLIC, STATE OF TEXAS

650-01-1879

EXHIBIT "A"

RESTRICTIVE COVENANTS

1. The premises herein conveyed shall be used only for residential occupancy and not for any business or commercial purpose.

2. All lodges or homes must contain inside plumbing and have septic tanks. No outdoor privies or open cesspools may be constructed on said lot or lots.

3. No obnoxious or offensive activities shall be carried on upon said lot or lots nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

4. No trash, ashes or other refuse may be thrown or dumped on any vacant lot or lots in said subdivision.

5. Enforcement shall be proceedings in law or equity against any person or persons violating or attempting to violate any restriction and/or covenant, either to restrain violation or to recover damages.

6. Invalidation of one of these restrictions and/or covenants by judgment or a Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

7. Mobile homes and residences must be set back a minimum of Sixty (60') feet from roads and must be underpinned.

8. Purchaser may have pets, horses and cows, but not commercial feed lots or hogs

9. A perpetual easement, of a width no wider than fifteen (15') feet, is reserved along all property lines in order to install, maintain, convey and repair utilities.

FILED FOR RECORD

90 APR 11 PM 1:46

Roy 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

APR 11 1990



Roy Harris

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS