

## PEACH CREEK FOREST

DEEDS

362486

## General Warranty Deed

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

} KNOW ALL MEN BY THESE PRESENTS

THAT THE FOREST CORP., a corporation duly incorporated under the laws of the State of Texas, hereinafter called GRANTOR, for and in consideration of the sum of \$10.00 and other good and valuable considerations cash in hand paid by \_\_\_\_\_

WILLIAM A. MORRIS and wife NORMA N. MORRIS

of

Harris County, Texas, hereinafter styled GRANTEE, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said GRANTEE, the following described property in Montgomery County, Texas, to-wit:

Lot or tract No. Five Hundred Seventy Four (574)  
of PEACH CREEK FOREST, SECTION Three (3), an unrecorded subdivision out of the Christopher Bryan Survey, Abstract 75, Montgomery County, Texas, being more particularly described by field notes in deed recorded in Volume 672, Page 789 of the Deed Records of Montgomery County, Texas, and being more particularly described as follows:

BEGINNING at the Northeast corner of the aforementioned tract:

THENCE North 88 deg. 39 min. 57 sec. West 730 feet to an I.R.;

THENCE South 01 deg. 20 min. 03 sec. West 294.07 feet to an I.R. in the West P.L. of Hunters Trail;

THENCE South 30 deg. 33 min. West along the West P.L. of Hunters Trail 224.17 feet to an I.R. in the South P.L. of Lantern Lane;

THENCE North 88 deg. 39 min. 57 sec. West along the South P.L. of Lantern Lane 799.6 feet to an I.R. in the East P.L. of Briarwick Lane;

THENCE South 01 deg. 20 min. 03 sec. West along the East P.L. of Briarwick Lane 100 feet to an I.R. marking the Northwest corner of Lot 574 and being the POINT OF BEGINNING of the property herein described;

THENCE South 88 deg. 39 min. 57 sec. East 120 feet to an I.R. for corner;

THENCE South 01 deg. 20 min. 03 sec. West 100 feet to an I.R. for corner;

THENCE North 88 deg. 39 min. 57 sec. West 120 feet to an I.R. for corner;

THENCE North 01 deg. 20 min. 03 sec. East along the East P.L. of Briarwick Lane 100 feet to the place of beginning and containing 0.276 acres.

This conveyance is made and accepted subject to those certain covenants, conditions and restrictions attached hereto marked EXHIBIT "A" and by reference made a part hereof, and also subject to any and all other covenants, conditions, restrictions and easements, if any, affecting the use of the above described property, and appearing of record in the office of the County Clerk of said county.

There is expressly excepted from this conveyance any and all interest in and to any oil, gas, sulphur and other minerals in, on and under the above described property, the same being expressly reserved by GRANTOR herein, or its predecessors in title.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, his heirs and assigns forever, and GRANTOR does hereby bind itself, its successor and assigns, to warrant and forever defend, all and singular the said property unto the said GRANTEE, his heirs and assigns forever, subject to the matters herein set forth, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes have been paid by GRANTOR through the year 1969 and subsequent taxes are assumed by GRANTEE.

When GRANTEE herein is more than one person this instrument shall read as though pertinent verbs and pronouns were changed to correspond.

EXECUTED on this 5th day of December, 1974, at Houston, Texas.

ATTEST:

J. E. McKelvey, Jr.  
Secretary

THE FOREST CORP.

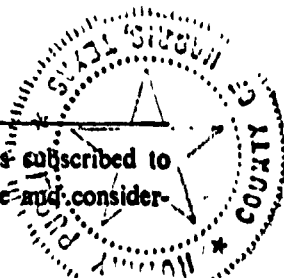
BY John A. Leatherwood  
President

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day appeared John A. Leatherwood 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 purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of December, 1974.

Lyle Bushy  
NOTARY PUBLIC in and for HARRIS COUNTY, TEXAS



## RESTRICTIONS - PEACH CREEK FOREST, SECTIONS TWO, THREE AND FOUR

## EXHIBIT "A"

1. This lot is designated as a residential lot and shall be used only for residential purposes, as hereinafter more particularly provided.

2. Only one single family private dwelling unit or residence designed for the occupancy of one family and one appurtenant garage shall be erected on this lot, except that one single family dwelling unit and a single family garage apartment unit may be constructed upon said lot, provided that the main single family dwelling unit is completed and occupied prior to the use of the garage apartment unit for living purposes. No outbuildings shall be constructed prior to completion of the main dwelling unit.

3. No dwelling which shall not include at least **six hundred** square feet of floor space in the enclosed living area shall be constructed on this lot or portion thereof. Open or screened porches, breezeways, or garages shall not constitute enclosed living area. No building, structure or any part thereof shall be constructed or permitted to extend over or encroach upon any street or utility or drainage easement or nearer to any street line than twenty-five (25) feet or nearer to a side line than five (5) feet.

4. Exterior walls of all buildings and improvements shall be constructed of masonry, wood or asbestos shingles, or new wood siding and all exposed wood surfaces shall be painted immediately upon completion with at least two coats of good quality paint. The main dwelling shall have a hip or gable roof surfaced with tile, gravel or shingles and no corrugated iron or roll roofing or shed type roof shall be permitted. Garages shall be constructed of the same material as the main dwelling, provided that if the garage is detached from the house it may be constructed of wood siding and covered with two coats of good quality paint. The exterior of any building must be completed within 6 months from the time construction begins.

5. No old or existing house or structure shall be moved in or placed on the premises without written approval of the owner and developer of the subdivision.

6. Mobile homes, campers, and tents for camping purposes shall be permitted on any lot, but not to exceed an accumulated period of sixty (60) days in any one calendar year, except factory built mobile homes of not less than 10 feet wide and 40 feet long shall be permitted as permanent dwellings on lots 600 through 636 in SECTION 4. All mobile homes shall be maintained in a reasonable condition. No additions to a mobile home shall be permitted without written consent of the owner and developer of the subdivision.

7. No residence or other building of any kind of what is commonly known as "boxed" or "sheet metal" or "tar paper shacks" or truck body or box car or caboose or bus body or damaged mobile home, or temporary structure of any type shall be erected, placed or permitted to remain on the premises.

8. No cesspool shall ever be dug, used or maintained on this lot, tract or parcel of land. All lavatories, toilets and bath facilities shall be built indoors, be connected with adequate septic tanks with adequate lateral lines for sewage and waste disposal and constructed to comply with all laws, regulation and specifications of State and local health authorities. Sinks shall be provided with grease traps with adequate lateral lines. No lateral or leaching lines from grease traps or septic tanks shall be allowed to drain into road ditches, natural drainage ditches, creeks, branches, or bayous and drainage must be disposed of on the property in such a way as to comply with the health laws and regulations and so as to not create a nuisance. No outside toilets, pits, trenches or other surface toilets shall be permitted under any circumstances.

9. No bill boards, sign boards or unsightly objects of any kind shall be installed or maintained on this lot, and no junk yard, tourist camps or courts, dance hall, lounges or beer gardens shall be maintained thereon.

10. This lot shall not be used for raising hogs, goats, sheep, rabbits, dogs, cats or other animals, except domestic pets, or as a place for keeping horses, mules, cattle or other animals, provided that the occupant of each residence may keep domestic animals including not more than one (1) milk cow and two (2) horses for his own use and pleasure. No commercial dog kennel shall be maintained on this property.

11. There is dedicated for utilities a ten (10) foot ground easement on the street side of this lot for the installation and maintenance of utilities to serve said lot, also necessary guy wire easements to properly install the electrical utilities.

12. No building, structure or any part thereof shall be constructed or permitted to extend over, or encroach upon any street or utility or drainage easement.

13. There is dedicated for electrical utilities an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to all ground easements established for such utilities, such aerial easement being reserved for the purpose of cutting and trimming trees in order that the electric lines may be constructed and maintained.

14. Bridges constructed over property line ditches shall be of concrete or galvanized pipe of such size as may be necessary in order that drainage will not be retarded, provided such size shall never be less than 18 inches.

15. There is reserved adjacent to all gullies, bayous, ravines or other natural drainage courses, an easement for the purpose of permitting access to such drainage courses for clearing, cleaning, straightening or any other processes necessary to promote proper drainage through such courses.

16. This lot shall be subject to a charge of ONE DOLLAR (\$1.00) monthly from the date of execution of agreement of sale, and the Grantee, his, her, their, or its heirs, successors, executors, administrators and assigns, agree to pay to Grantor, its successors and assigns, said ONE DOLLAR (\$1.00) per month, as billed by Grantor for the upkeep, maintenance and improvements of roads, easements, parks, swimming pools and other designated recreational facilities which may now or hereafter be made available, whether the same are exercised or not. Grantee, his, her, their, or its heirs, successors, executors, administrators and assigns further agree that the use of said parks, swimming pools and other recreational facilities is subject to and in compliance with such rules and regulations as from time to time may be promulgated by Grantor, its successors and assigns, it being understood that the charge for such parks, swimming pools and other recreational facilities will constitute a debt which may be collected by suit in any Court of competent jurisdiction, and shall further constitute a lien against such lot. However, such lien for payment of such monthly charge shall be inferior and subordinate to any bona fide construction loan to provide improvements on any lot and all extensions and renewals thereof, but shall reattach as against all subsequent purchasers thereof. Such charge may be increased by vote of the landowners of the majority of lots in such section.

17. These restrictions and restrictive covenants constitute a general plan for the improvement of all of the property in the subdivision and for the maintenance and preservation of its uniform desirable character, and are to run with the land and shall be binding on all parties until November 1, 1985, at which time such restrictions shall be automatically extended for consecutive periods of five (5) years each, unless by vote of the then owners of a majority of the lots in such subdivision, it is agreed to alter, amend or rescind the same in whole or in part.

18. These restrictions shall be binding upon the owners of all lots in said subdivision, and all persons holding or claiming any right of possession or other interest therein, each of whom shall be obligated and bound to observe such restrictions and restrictive covenants; and in the event of violation of any of such restrictions with respect to any of such lots, it shall be the legal right of any other person owning an interest in any property in the subdivision to institute and maintain any proceeding at law or in equity against the person or persons violating or attempting to violate any of such restrictions, provided that no person or persons shall be liable in damages for any violation or breach of such restrictions, except for a violation or breach committed during his or her ownership or control of said property. Failure to enforce any restrictions contained herein shall not be deemed to be a waiver of the right to enforce any such restriction at any time thereafter, as to the same violation or breach, or as to a violation or breach occurring either prior or subsequent thereto.

In the event of a violation or attempted violation of the foregoing restrictions, the undersigned corporation shall not be responsible either financially or otherwise, but will use reasonable efforts to adjust such violation.

Filed for Record at 2 o'clock P. M. 12-09-19 *[Signature]* ROY HARRIS  
Clerk County Court, Montgomery Co., Texas by *[Signature]* Deputy