

SPECIAL WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS:

That TIMBERLAND COVE, INC., referred to herein as "Grantor", a Texas corporation, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the Grantor paid by the Grantees herein named, the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by Grantees of Grantees' one certain Real Estate Lien Note (the "Note"), dated September 4, 1992, in the original principal sum of TWENTY THOUSAND FIVE HUNDRED TWENTY AND NO/100 DOLLARS (\$20,520.00), payable to the order of Grantor in Harris County, Texas, and bearing interest and being payable in monthly installments as therein provided; the Note further providing for acceleration of maturity, waiver of all notices and demands to the full extent allowed by law, reasonable attorney's fees in the event of a default thereunder and other provisions, the payment of the Note is secured by the vendor's lien herein retained and is additionally secured by a Deed of Trust, dated September 4, 1992, of even date herewith to R. MALCOLM JONES, TRUSTEE; have, subject to the provisions herein contained, GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY, unto JOHN P. PICKETT and wife, JANET S. PICKETT, referred to herein as "Grantees", of the County of Harris and State of Texas, the following described real property (the "Property") in Polk County, Texas, to-wit:

Being Lot Twenty-one (21) of the Timberland Cove Subdivision in Polk County, Texas, as said subdivision is depicted upon a plat thereof recorded in Volume 10, Page 11 of the Plat Records of Polk County, Texas, to which plat and its recording reference is hereby made for all intents and purposes.

This conveyance is made by Grantor and accepted by Grantees expressly subject to the following matters, but only to the extent that same are valid and still in force and effect against the Property, to-wit:

- (1) all restrictions, covenants, easements, rights-of-way, prior mineral and/or royalty reservations and conveyances, together with any mineral development leases, which are applicable to the Property and of record in the Real Property Records of Polk County, Texas;
- (2) any easements or rights-of-way not of record, but which are visible and apparent upon the ground so as to give actual notice thereof, including, without limitation, any telephone, water, electrical or other utility lines above or below the surface of the Property; and,
- (3) any ordinances, statutes or regulations promulgated by the County of Polk, the Trinity River Authority of Texas, or any other agency or political subdivision of the State of Texas or the United States Government.

This conveyance is further made by Grantor and accepted by Grantees, in addition to, and not in limitation of, the matters set forth in the preceding paragraph, expressly subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in or to the

Property, or any part thereof, and their respective heirs, personal representatives, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof, to-wit:

Restrictions

1. No building shall be erected, placed or altered on the Property until the plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the Timberland Cove Subdivision, and as to location with respect to topography and finished ground elevation, by Grantor, or by a representative duly appointed by Grantor, or any successor to Grantor.

2. No outside privies or toilets shall be permitted upon the Property. All toilets shall be installed inside any house hereafter constructed on the Property, and prior to the occupancy thereof. No individual sewerage-disposal system shall be permitted on the Property unless the system is located no closer than two hundred feet (200') from the right-of-way of F. M. Highway 3277, and is designed, equipped and constructed in accordance with the requirements, standards and recommendations of the Health Department of the State of Texas, the Trinity River Authority of Texas, or any other governmental agency having jurisdiction over the Property, and the maintenance and installation thereof shall be subject to the inspection and approval of such authorities. Furthermore, nothing contained herein, or in any other document executed in connection with this transaction, shall ever be construed as a promise, representation, covenant or warranty by Grantor that any type of sewerage-disposal system shall ever be established to service the Property.

3. No individual water-supply system shall be permitted on the Property unless the system is located within fifty feet (50') from the right-of-way of F. M. Highway 3277, and is designed, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of the State of Texas, the Trinity River Authority of Texas, the County of Polk, or any other governmental agency having jurisdiction thereof. Approval of the system installed and maintained shall be obtained from such authorities. Furthermore, under no circumstances shall Grantor be obligated to furnish to, or provide for, Grantees any such water-supply system.

4. The drainage of sewerage into a road, street, alley, ditch or any water way, either directly or indirectly, is prohibited.

5. The Property shall be used for residential purposes only. The term "residential purposes", as used herein, shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses, and all such uses of the Property are hereby expressly prohibited.

6. No building shall be erected, altered, placed or permitted to remain on the Property other than for a single family dwelling and a private garage for not more than three (3) cars. No residence shall be located nearer than five feet (5') to any boundary line, nor nearer than twenty feet (20') from the right-of-way of FM Highway 3277. The above set-back lines may be relaxed by Grantor, or its successor, if, in Grantor's sole judgement, the above prescribed distances are not feasible, considering the terrain of the Property. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on the Property to encroach upon adjoining lots. If two (2) or more lots are consolidated into a building site in conformity with the provisions of Paragraph 15, these building setback provisions shall be applied to such resultant building site as if it were one original, platted lot.

7. No noxious or offensive activity shall be carried on upon the Property, or shall anything be done thereon which may be an annoyance or nuisance to any other property owners in the Timberland Cove Subdivision.

8. No structure of a temporary character, trailer, mobile home, house trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on the Property at any time as a residence, either temporarily or permanently. However, recreational vehicles may be used as living accommodations for weekends and for vacation periods not exceeding fourteen (14) continuous days.

9. No residential structure shall be placed on the Property unless its living area has a minimum of 1,500 square feet of floor area, when measured from wall to wall, and excluding porches and garages.

10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Property, except that dogs, cats, and/or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes, and that they do not create a nuisance to other lot owners in the Timberland Cove Subdivision.

11. The Property shall never be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Garbage and waste shall always be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

12. No building of frame construction shall be erected on the Property unless same shall at the time of construction thereof receive at least two (2) coats of paint.

13. Any residence constructed on the Property shall be completed with reasonable diligence, and in all events within six (6) months from the commencement of construction, unless such period is extended in writing by Grantor, or a designated representative appointed by Grantor, or the successor of Grantor, or unless completion is prevented by war,

strikes, or act of God. After such completion of construction, all temporary structures shall be removed.

14. No professional, business, or commercial activity of any nature, or to which the general public is invited, shall be conducted on the Property.

15. No part of the Property shall be resubdivided in any fashion, except that any person owning two (2) or more adjoining lots may consolidate such lots into a single building site.

16. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No boats, trucks or unsightly vehicles shall be stored or kept for the purpose of repair on the Property, except in enclosed garages or storage facilities protected from the view of the public or other residents of the Timberland Cove Subdivision.

17. Both prior to and after the occupancy of a dwelling on the Property, the owner shall provide appropriate space for off-the-street parking for his vehicle or vehicles.

EASEMENTS

A utility easement, ten feet (10') in width, for the installation and maintenance of utilities is reserved along the boundary line of the Property which fronts on FM Highway 3277. No shrubbery, fence, or other obstructions shall be placed in any such easement. The right of use for ingress and egress shall be had at all times over any such easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

GENERAL PROVISIONS

Enforcement

Grantor, the successor of Grantor, and/or any owner of any tract in the Timberland Cove Subdivision shall have the right to enforce, by any proceeding at law or in equity, the restrictions, conditions, and reservations now or hereafter imposed by the provisions of this deed. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Amendment or Waiver

The restrictive covenants herein contained may, at Grantor's sole option, and without any notice to, or the consent of, any other property owner in the Timberland Cove Subdivision, be revised, amended or waived, totally or partially, evidenced by an instrument in writing executed by and between Grantor, or its successors, and the then record owner or owners of the fee simple title of the Property, and such amendment shall become effective upon the recordation of same in the Real Property Records of Polk County, Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantees, their heirs and assigns, forever; and Grantor does hereby bind itself, and its successors, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, and further subject to the terms and provisions herein contained.

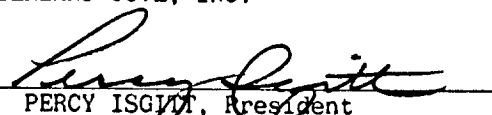
But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the Property, are retained against Property, until the Note has been fully paid according to the face, tenor, effect and reading thereof, when this deed shall become absolute.


Grantor warrants and represents that all ad valorem taxes for the Property for the year 1991 and all prior years have been fully paid. All such taxes for the years prior to 1992 and for 1992 to the date of this deed shall be paid by Grantor. Subject to the foregoing, such taxes for the year 1992 shall be prorated between the parties hereto as of the effective date of this deed, and Grantor and Grantees shall each pay their respective prorata portions thereof prior to December 31, 1992. Grantees assumes liability for such taxes for the year 1993, and subsequent years.

Grantees joins in the execution hereof to acknowledge Grantees' acceptance of the delivery of this deed, and to further acknowledge Grantees' consent to the terms and provisions herein contained.

EXECUTED the dates of our respective acknowledgements as set forth below, but being effective as of the date of the Note.

TIMBERLAND COVE, INC.

BY: 
PERCY ISGRITT, Resident


JOHN P. PICKETT


JANET S. PICKETT

"GRANTOR"

"GRANTEE"

Mailing address of each Grantees:

JOHN P. PICKETT
817 Pinwah Pines
Livingston, Texas 77351

JANET S. PICKETT
817 Pinwah Pines
Livingston, Texas 77351

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 10th day of September, 1992, by PERCY ISGITT, President of TIMBERLAND COVE, INC., a Texas corporation, on behalf of said TIMBERLAND COVE, INC.



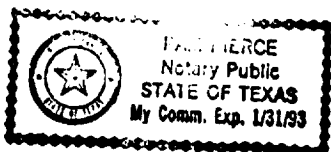
Betty Hallmark

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me on the 4th day of September, 1992, by JOHN P. PICKETT and wife, JANET S. PICKETT.



Pam Pierce

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

MR. AND MRS. JANET S. PICKETT
817 Pinwah Pines
Livingston, Texas 77351

PREPARED IN THE LAW OFFICE OF:

R. MALCOLM JONES
415 North Washington Avenue
Livingston, Texas 77351

STATE OF TEXAS }
COUNTY OF POLK }

I, MARTHA JOHNSON, hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records in volume and page of the named RECORDS of Polk County, Texas as stamped hereon by me on

SEP 14 1992



Martha Johnson

COUNTY CLERK
POLK COUNTY, TEXAS

FILED FOR RECORD

92 SEP 14 PM 4:50

Martha Johnson

COUNTY CLERK
POLK COUNTY, TEXAS