

22-110

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: February 11, 2022

Grantor: CAMP GREENHEAD, LLC, a Texas Limited Liability Company

Grantor's Mailing Address: [REDACTED]

Grantee: [REDACTED]

Grantee's Mailing Address: [REDACTED]

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

All that certain lot, tract, or parcel of land, being part of the of the Robert A. Walton Survey, Abstract No. 534, and being part of the Logan B. Henderson Survey, Abstract No. 278, Wood County, Texas, and being part of a certain called 5.703 acre tract described in a deed from Robert E. Mead to Camp Greenhead, LLC on October 26, 2017, recorded in Document No. 2017-00009955 of the Official Public Records of Wood County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" iron rod (set) for the South corner if the above mentioned 5.703 acre tract, in the East right of way of Holly Trail East;

THENCE northerly with the East right of way of Holly Trail East, the West line of the 5.703 acre tract, North 32 deg. 53 min. 45 sec. West a distance of 134.00 ft. to a 1/2" iron rod (set) for corner and North 30 deg. 20 min. 00 sec. West a distance of 256.52 ft. to a 1/2" iron rod (set) for corner, the p.c. of a curve to the right;

THENCE northerly with the East right of way of Holly Trail East, the West line of the 5.703 acre tract, with a curve to the right having a radius of 275.00 ft., a chord of North 11 deg. 02 min. 03 sec. West - 181.77 ft., a distance of 185.26 ft. to a 1/2" iron rod (set) for corner;

THENCE North 61 deg. 34 min. 49 sec. East a distance of 272.32 ft. to a 1/2" iron rod (set) for corner;

THENCE North 77 deg. 34 min. 44 sec. East a distance of 99.63 ft. to a 1/2" iron rod (set) for corner in the East line of the 5.703 acre tract, the shoreline of Lake Greenbriar;

THENCE southerly with the East line of the 5.703 acre tract, the shoreline of Lake Greenbriar, as follows:

South 87 deg. 10 min. 25 sec. East a distance of 19.39 ft. to a corner,
South 71 deg. 15 min. 38 sec. East a distance of 33.62 ft. to a corner,
South 45 deg. 21 min. 15 sec. East a distance of 26.67 ft. to a corner,
South 28 deg. 37 min. 22 sec. East a distance of 30.65 ft. to a corner,
South 35 deg. 05 min. 25 sec. East a distance of 29.39 ft. to a corner,
South 35 deg. 29 min. 08 sec. East a distance of 40.28 ft. to a corner,
South 09 deg. 23 min. 06 sec. East a distance of 94.86 ft. to a corner,
South 03 deg. 20 min. 04 sec. West a distance of 30.82 ft. to a corner,
South 41 deg. 28 min. 56 sec. West a distance of 39.36 ft. to a corner,

[REDACTED]

[REDACTED]

[REDACTED]

South 22 deg. 18 min. 02 sec. West a distance of 32.61 ft. to a corner,
 South 10 deg. 17 min. 36 sec. West a distance of 25.51 ft. to a corner,
 South 20 deg. 25 min. 08 sec. West a distance of 36.34 ft. to a UMC;
 South 27 deg. 34 min. 58 sec. West a distance of 46.16 ft. to a corner,
 South 18 deg. 22 min. 34 sec. West a distance of 34.79 ft. to a corner,
 South 31 deg. 39 min. 54 sec. West a distance of 24.94 ft. to a corner,
 South 28 deg. 51 min. 06 sec. West a distance of 51.78 ft. to a corner,
 South 59 deg. 02 min. 11 sec. West a distance of 40.72 ft. to a corner,
 South 53 deg. 26 min. 52 sec. West a distance of 13.25 ft. to a corner,
 South 53 deg. 26 min. 52 sec. West a distance of 19.17 ft. to a corner,
 South 27 deg. 43 min. 34 sec. West a distance of 44.35 ft. to a corner,
 South 17 deg. 09 min. 28 sec. West a distance of 46.97 ft. to a corner,
 South 06 deg. 54 min. 15 sec. East a distance of 14.55 ft. to a corner,
 and South 35 deg. 06 min. 10 sec. West a distance of 32.54 ft. to the place of beginning, containing
 4.395 acres of land.

Being the same land described in a deed dated December 18, 2007, from Silverleaf Resorts, Inc. to Robert R. Mead, recorded in Volume 2288, Page 410, Real Property Records of Wood County, Texas.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2022, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Restrictions: This conveyance is subject to the Restrictive Covenants as shown on Exhibit "A" attached hereto, and incorporated herein by reference. Said restrictions and covenants shall be considered covenants running with the land, and bind the land, and shall be binding upon Grantee herein, their heirs and assigns, forever, and shall inure to the benefit of and be enforceable by Grantor, its respective heirs, legal representatives, successors, and assigns.

Enforcement of these restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such restrictions either to restrain violation or to recover damages, and failure by the Seller to enforce any restriction shall in no event be deemed a waiver of the right to do thereafter.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY

INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

When the context requires, singular nouns and pronouns include the plural.

CAMP GREENHEAD, LLC, a Texas Limited Liability Company

By: [Signature]
ROBERT E. MEAD, Manager

STATE OF TEXAS §

COUNTY OF WOOD §

Before me, a Notary Public in and for the State of Texas, on this day personally appeared ROBERT E. MEAD, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CAMP GREENHEAD, LLC, a Texas Limited Liability Company and that he executed the same as the act of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9 day of February, 2022.
[Signature]
Notary Public, State of Texas



PREPARED IN THE OFFICE OF:
Curtis & Alexander, P.C.
P.O. Box 38
Emory, Texas 75440

AFTER RECORDING RETURN TO:
Wood County Title Company
1026 N Pacific
Mineola, Texas 75773

Authenticity ID: 41C8DEFE2E8A-102B-41ED-820CAA427E03

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17/24

EXHIBIT A

Restrictive Covenants

1. **USE.** The property shall not be used for other than single family residential purposes. No commercial activity shall be permitted on the property.
2. **ARCHITECTURAL CONTROL COMMITTEE.** The Holly Lake Ranch Architectural Control Committee (hereinafter referred to as "ACC") shall be the acting committee with authority to review plans, to insure for all owners' harmony of location and harmony of external and structural design and quality with existing structures.
3. **STRUCTURES**
 - a. No residence shall be constructed or permitted to remain on the property unless such residence shall have a minimum of 2,000 square feet exclusive of open or screen porches, terraces, patios, driveways, carports, and garages.
 - b. The exterior of any building, including dirt leveling, must be completed within six months after the beginning of construction.
 - c. All residences shall be site built and prefabricated houses are prohibited.
 - d. The exterior walls of any residence shall consist of not less than seventy percent (70%) masonry construction, brick, stone, and like material.
 - e. All roofs shall be constructed of fireproof material, and all exterior colors, textures and materials shall be compatible with surrounding lots and overall community appearance.
 - f. Block used above the foundation must be covered with stucco.
 - g. Underground utilities shall be minimum depth of eighteen (18) inches.
 - h. No metal housing shall be allowed on the property. No mobile homes or other temporary housing structures may be placed on the property.
 - i. No improvements shall be placed on any lot until the building plans, specifications and plot plans showing the locations of such improvements on the lot have been approved in writing by the ACC. Likewise, the alteration of any existing improvements which materially affects or changes the exterior design thereof may not be made until the plans for such alterations have been approved in writing by the ACC. In the ACC disapproves of any such plans, specifications

Submission ID: 41282F8-328A-4019-94ED-8CCAAA272D5

[ACC]

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and/or plot plans, notice of such disapproval shall be delivered in person or by registered or certified letter addressed to the party submitting the same at an address which must be supplied with the submission. In passing upon all of such plans, specifications and/or plot plans, the ACC may take into consideration, among other things, the suitability of any such proposed building or structure or the alteration thereof and the materials of which it is to be constructed to the lot or tract upon which it is to be constructed, and the effect thereof upon adjacent neighboring or other lots or tracts. Any such notice shall set forth the elements disapproved and the reason or reasons therefore, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the ACC in this respect shall be final conclusive. If said ACC fails to approve or disapprove said plans, specifications and/or plot plans within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved. These requirements for approval by the ACC as herein set out cover not only the residences to be constructed in the Subdivision, but all piers and other structures built in the water as well as on the land, and also apply to any retaining walls and any significant moving of soil in or out of the water.

- j. All structures which extend into the water shall meet the following requirements:
1. Permission for any such structure must first be obtained from the Architectural Control Committee (hereinafter referred to as "ACC"), and the construction of such structure shall be in accordance with the description of same as set forth in the ACC's written approval. Such structures shall not extend into the water more than 25 feet. Notwithstanding the foregoing, an exception may be made by the ACC in cases where such an exception may be made by the ACC in cases where such an exception is necessary because of shallow water or other unusual circumstances, approval of such exception to be given in writing to the owner of the lot affected.
 2. No part of such structures shall be closer to any projected side property lot line than ten (10) feet.
 3. No such structures shall extend more than twenty-five (25) feet parallel to the water's edge.
- k. No part of any building shall be located on the property nearer to any street than twenty (20) feet. No part of any building shall be located nearer than ten (10) feet to any side lot line.

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4. **ANIMALS.** Domestic pets are welcome but never for commercial purposes. Dogs, cats and other household pets must have current vaccination, and all animals when not contained on the owner's property shall be accompanied by and controlled by the animal's owner. Dogs that bark to a degree that would be objectionable to a reasonable person must be kept inside the home. Loose, roaming animals are not permitted.

5. **NUISANCES.** No noxious or offensive activity shall be carried on or maintained on the property, nor shall anything be done or permitted thereon which may be or is a nuisance.

6. **GARBAGE AND TRASH DISPOSAL.** Each owner shall keep his or her lot free of trash and garbage. All outside containers for trash and garbage shall be kept within cedar or brick enclosures, except that any other enclosure of the same materials as the residence shall be acceptable. All trash and garbage shall be placed in containers with lids. The burning of trash is prohibited. The owner of the property shall be responsible for placing trash at the front of his lot for regularly scheduled trash pickup.

7. No mobile homes, tents, shacks or other like structures shall be placed on the property at any time, either temporarily or permanently.

8. **UNSIGHTLY STORAGE.** If open carports are used, no unsightly storage and/or unsightly vehicles shall be permitted thereon.

9. **OFF-STREET PARKING.** Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-street parking for his vehicles and/or boats.

10. **WEEDS AND TRASH.** The owner of the lot or tract shall keep the same clean and free of trash and such weeds as shall be in keeping with the other property and the community at any particular time.

11. **OIL, GAS AND MINERAL DEVELOPMENTS.** No oil or gas drilling, oil or gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind by lot owner shall be permitted upon or in any part of the lands included in the Subdivision.

12. **DRAINAGE STRUCTURES.** Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water.

13. **PUMPING WATER FROM LAKES PROHIBITED.** The pumping of water from any lakes or ponds is prohibited except by permit, in writing, granted by the Holly Lake Homeowners Association.

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14. **WATER WELLS.** No water well shall be drilled by the owner or owners to provide the primary source of water for the property. A well may be drilled, however, if it is strictly for an emergency source of water for the property. In this case, the well must be drilled to a sufficient depth as to tap one of the main aquifers underlying the property so as to reduce the possibility of complications impacting Lake Greenbriar. A geological survey must be submitted showing the aquifer to be tapped.

15. **BOATING RESTRICTIONS.** Other than on Greenbriar Lake, no outboard or inboard motors larger than (10) horsepower may be used on any lakes or ponds and waterskiing will be permitted on any lakes or ponds, and on Greenbriar Lake waterskiing and use of motorboats will be subject to the rules and regulations of Holly Lake Ranch Association from time to time in effect.

16. All residences are required to have a driveway surfaced with asphalt, concrete or other similar surfaces.

17. If propane is to be used within a residence, the propane tank must be buried below ground.

18. **TRUCKS, BUSES AND TRAILERS.** No truck or bus (except a passenger van for personal use) or trailer shall be left parked in the street in front of any lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck or bus (except a passenger van for personal use) or boat or trailer shall be parked on the driveway or any portion of the lot in such manner as to be visible from the street. Trailers, boats, and recreational vehicles may be parked on a concrete pad not visible from the street.

19. **UTILITY EASEMENTS.** An easement is expressly reserved in, on, over, under and through those portions of the lots as shown on the recorded Plat for the purpose of installing, repairing, and maintaining electric power, water, sewerage, gas, telephone and similar utility facilities and services. There is also reserved and dedicated hereby for the use of the original developer and any public or private utility company an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to and above all dedicated utility easements as shown on the map or plat of the Subdivision. The easements reserved and dedicated under the terms and provisions hereof and under the terms and provisions of the Subdivision plat shall be for the general benefit of the Subdivision as herein defined and any other land owned or acquired by the original Developer in the vicinity thereof, and shall also inure to the benefit and may be used by any public or private utility company entering into and upon said property for the purposes aforesaid, without the necessity of any further grant of such easement rights to such utility companies. Fences, walls and shrubbery hedges shall be permitted on any such easements except those easements being used for

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underground electric and/or telephone systems, provided: (i) that such fences, walls and hedges do not interfere in any way with the use of such easements by any public or private utilities then utilizing or thereafter designed to utilize the same, (ii) that the right of the owners of such fences, walls and hedges shall at all times be remain subordinate and inferior in every way to the right of the public and private utilities; and (iii) that such public or private utilities at any time may, without liability of any kind to the owner of owners thereof, remove any such fence, wall or hedge where the removal of the same is the incidental to or necessary for the performance of public or private utility operations. No buildings or structures of any character may be erected or allowed to remain on any utility easements.

20. **SEWAGE.** No building or structure shall be occupied as a residence unless all plumbing fixtures, dishwashers and toilets are connected to an adequate sewerage disposal system. No outhouses shall be permitted on any part of the property; all lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks, and lateral lines constructed to comply with the specifications of State and local health authorities, and no "outside" or surface toilets shall be permitted under any circumstances. No septic tank lateral lines shall be constructed within twenty-five (25) feet of any lakes or ponds; minimum requirements for the construction of septic tanks and lateral lines are two hundred (200) feet of one foot by four-inch (1' x 4") tile pipe laid in the center of the one foot of wash gravel covered with tar paper in a trench twelve inches wide by twenty-four (12" x 24") deep. Nothing herein contained to the contrary shall prevent the installation and operation of sanitary sewer facilities by a water district or other government authority in said Subdivision.

21. All residences are required to have a garage at least large enough to contain two (2) automobiles.

22. Fencing on all property shall be confined to the rear and side yards and not exceed a height of four (4) feet. No barbed wire, chain link, or solid wood or other privacy fencing will be permitted on deeded property within the residential areas. Fencing for in ground or above ground swimming pools shall not exceed eight (8) feet and shall be ornamental iron type fencing.

23. **COVENANTS RUNNING WITH THE LAND.** All of the restrictions, covenants and conditions herein provided for shall be and are covenants running with the land.

24. **PARTIAL INVALIDITY.** Invalidation of any of these covenants, restrictions or conditions by court judgement or otherwise, shall not affect, in any way, the validity of any of the other covenants, restrictions or conditions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.

**THE STATE OF TEXAS
COUNTY OF WOOD**

I hereby certify that this Instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Wood County, Texas.

2022-00001702 WD
02/14/2022 09:30:50 AM Total Fees: \$58.00

Kelley Price, Wood, TX
Wood County, Texas



Kelley Price