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**GENERAL WARRANTY DEED**  
*(In order to Amend the Covenants, Conditions and Restrictions)*

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

THE STATE OF TEXAS  
COUNTY OF HARRIS

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KNOW ALL MEN BY THESE PRESENTS:

THAT **GEORGE W. BURTON, JR., CAROL HANKINS, SUSAN BREWINGTON and JUNE FALKS, if married, not joined herein by their respective spouses, as the property hereinafter described constitutes no part of their respective homesteads**, hereinafter called "Grantor" (and referred to in the singular, whether one or more), for and in consideration of the sum of Ten and No/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by **BFLJ1, LLC**, hereinafter called "Grantee" (and referred to in the singular, whether one or more), the receipt of which is hereby acknowledged; has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all that certain lot, tract or parcel of land together with all improvements thereon, *but subject to the Covenants Conditions and Restrictions hereinbelow imposed*, lying and being situated in Harris County, Texas, described as follows, to-wit:

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Being a 35.243 acre parcel, being a part of and out of a called 38.982 acre tract, as recorded under Harris County Clerk's File No. 2007006688741, and being situated in the Harris County School Lands Survey, A-332, Section 33, Harris County, Texas, being more fully described by metes and bounds on **EXHIBIT "A"** attached hereto and incorporated herein by reference for any and all purposes (the "Property").

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This conveyance is made subject to any and all easements, rights of way, valid restrictions, mineral reservations of any kind, maintenance charges, building set back lines, and governmental regulations, if any, to the extent, but only to the extent that they are reflected by the records of the Office of the County Clerk of the above mentioned County and State.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, his heirs and assigns forever; and, Grantor does hereby bind himself, his heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular the said premises unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

When Grantor and/or Grantee are more than one entity, the pertinent nouns, verbs and pronouns shall be construed to correspond. When Grantor and/or Grantee are a corporation, a trustee or other legal entity that is not a natural person, the pertinent words "heirs, executors and administrators" and/or "heirs an assigns" shall be construed to mean "successors and assigns," respectively. Reference to any gender shall include either gender and, in the case of a legal entity that is not a natural person, shall include the neuter gender, all as the case may be. When the context requires, singular nouns and pronouns include the plural.

ER 059 - 45 - 0375

**COVENANTS, CONDITIONS AND RESTRICTIONS**

The hereinabove described property is conveyed subject to the matters set forth hereinbelow; and by the acceptance of this deed, Grantees herein, their heirs, successors and assigns covenant and agree to be bound by the said terms; such provisions shall constitute covenants running with the land and shall be binding upon and enforceable by Grantor, his heirs, successors and assigns, against the Grantees herein and all successor owners of the hereinabove described property or any interest therein, for a period of twenty (20) years from the date of this deed, to-wit:

1. No manufactured home, industrialized housing, mobile home, modular home or other type of off-site constructed housing, defined as such under the Texas Manufactured Housing Standards Act, shall be placed on the Property or any part thereof, for use as a residential structure. This provision does not prohibit the parking of a recreational vehicle, camper or motor home on the Property. Said recreational vehicle, camper or motor home is prohibited from being used as a residence on the Property.
2. This tract shall be used for single family residential purposes, agricultural purposes or light commercial purposes only.
3. The term "single-family residential" used herein shall be held and construed to exclude hospitals, industrial usage, apartment houses, duplex houses and multi-family houses of any kind, and such usage of the tracts in said Property is hereby expressly prohibited. The term "light commercial" as used herein shall be held and construed to exclude manufactured plants of any kind, chemical or fertilizer plants or sales of chemicals or any business having to do with industrial chemicals, kennels, rendering facilities of any kind, oil or gas extraction or the equipment yards of same, stock yards, storage yards for equipment or junk or any other storage facility involved with scrap or waste of any kind, yards for storage of tractors and/or trailers as a business, businesses that sell gasoline or alcoholic beverages, any other commercial purposes which causes pollution, seepage, whether visible or not, and could be deemed a health hazard or visually obnoxious to the neighborhood and any such usage of the Property is expressly prohibited.
4. This tract may not be subdivided resulting in any tract size less than one and one-half (1.5) acres.

**This instrument is an Amended Deed which is given to amend that one certain General Warranty Deed executed by Grantor dated February 27, 2014, recorded under Clerk's File No. 20140090913 of the Official Public Records of Real Property of Harris County, Texas, in order for the parties to agree to the change in the acreage set forth in Item No. 4 of the Covenants, Conditions and Restrictions hereinabove set forth from Two (2) acres to One and One-half (1.5) acres per lot. Such amendment is deemed made retroactively effective as of and from February 27, 2014. By joinder hereunder, all parties agree to this change.**

This instrument is executed in multiple original counterparts, each of which, when signed by a party hereto shall constitute an original, but all of such executed copies together constituting one and the same instrument.

EXECUTED effective this the 30<sup>th</sup> day of July, 2014.

*(The rest of this page left intentionally blank, signature pages to follow)*

ER 059 - 45 - 0376

(4)

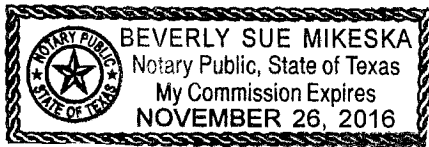
10R

George W. Burton, Jr.  
GEORGE W. BURTON, JR.

THE STATE OF Texas

THE COUNTY OF Harris

This instrument was acknowledged before me on this the 18<sup>th</sup> day of July, A.D. 2014, by  
GEORGE W. BURTON, JR.



Beverly S. Mikeska  
NOTARY PUBLIC, STATE OF TEXAS

ER 059 - 45 - 0377

Carol Hankins  
CAROL HANKINS

10R

THE STATE OF TEXAS  
THE COUNTY OF Fort Bend

This instrument was acknowledged before me on this the 21 day of July, A.D. 2014, by **CAROL HANKINS**.



Flavia Vanesa Valle  
NOTARY PUBLIC, STATE OF TEXAS

ER 059 - 45 - 0378

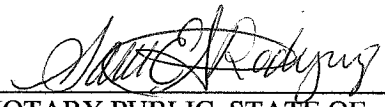
  
\_\_\_\_\_  
SUSAN BREWINGTON

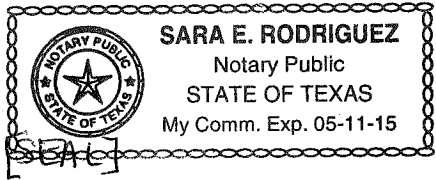
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THE STATE OF TX

THE COUNTY OF Harris

This instrument was acknowledged before me on this the 24 day of July, A.D. 2014, by **SUSAN BREWINGTON**.

  
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NOTARY PUBLIC, STATE OF Texas



ER 059 - 45 - 0379

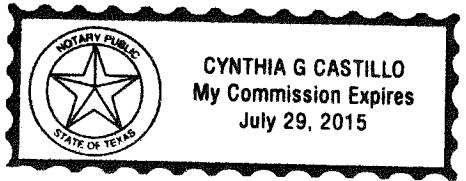
ER 059 - 45 - 0380

*June Falks*  
JUNE FALKS

10R

THE STATE OF *Texas*  
THE COUNTY OF *Bexar*


This instrument was acknowledged before me on this the *1<sup>st</sup>* day of July, A.D. 2014, by JUNE FALKS.



*Cynthia G. Castillo*  
NOTARY PUBLIC, STATE OF *Texas*

ACCEPTED AND AGREED:

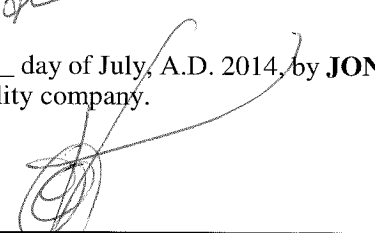
BFLJ1, LLC

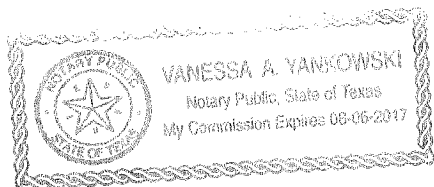
By:   
JON METCALF, President

THE STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me, on this the 30<sup>th</sup> day of July, A.D. 2014, by JON METCALF, President of BFLJ1, LLC, on behalf of said limited liability company.





NOTARY PUBLIC, STATE OF TEXAS

GRANTEE'S MAILING ADDRESS:  
14003 Greenwood Manor Drive  
Cypress, Texas 77429

ER 059 - 45 - 0382

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# Pages 8  
07/30/2014 15:14:58 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 40.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS