

JOB NUMBER 2026-OAK-2

OAK RIDGE WEST SUBDIVISION 2
BROWN COUNTY, TEXAS
2 TRACTS, 4.24 ACRES

LEGEND

- 1. 1/2" = 100' FOR THIS PLAN
- 2. 1/4" = 100' FOR THIS PLAN
- 3. 1/8" = 100' FOR THIS PLAN
- 4. 1/16" = 100' FOR THIS PLAN
- 5. 1/32" = 100' FOR THIS PLAN
- 6. 1/64" = 100' FOR THIS PLAN
- 7. 1/128" = 100' FOR THIS PLAN
- 8. 1/256" = 100' FOR THIS PLAN
- 9. 1/512" = 100' FOR THIS PLAN
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- 250. 1/1809251732261696525436616168860064" = 100' FOR THIS PLAN
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TAX CERTIFICATE

2022

37486

Issued By:

BROWN COUNTY APPRAISAL DISTRICT
403 FISK ST 325-643-5676
BROWNWOOD, TX 76801

Property ID: 20054653 Geo ID: A0240-0146-13
Legal Acres: 4.2400
Legal Desc: JACOB DUCKWORTH, SURVEY 56, ABSTRACT 240,
ACRES 4.24
Situs: 6111 FRAZIER TRL EARLY, TX 76801
DBA:
Exemptions:

Owner ID: 145520 100.00%
N5 PROPERTY GROUP LLC
% CHRISTOPHER & ASHLEY NOSEK
1804 17TH ST
BROWNWOOD, TX 76801-5330

BROWN COUNTY
EARLY ISD
ROAD & BRIDGE

Improvement HS:
Improvement NHS:
Land HS:
Land NHS: 47,760.00
Productivity Market:
Productivity Use:
Assessed Value 47,760.00

YEAR
2023
INST #
PAGE 2 OF 13

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Taxing Unit	Tax	Penalty	Interest	Total Due
Totals:	0.00	0.00	0.00	0.00

Effective Date: 06/16/2023

Total Due if paid by: 06/30/2023

0.00

Tax Certificate Issued for:	Taxes Paid in 2022
BROWN COUNTY	196.44
EARLY ISD	610.33
ROAD & BRIDGE	35.17

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 06/16/2023
Requested By: RAY WEST, ATTORNEY AT LAW
Fee Amount: 10.00
Reference #:

Dana Foley
Signature of Authorized Officer of Collecting Office

#2609

EXHIBIT "A"

SURFACE ESTATE ONLY IN AND TO THE FOLLOWING DESCRIBED TRACTS OF LAND

THE STATE OF TEXAS:
COUNTY OF BROWN:

OAK RIDGE WEST SUBDIVISION 4

Being 1.17 acres of land, situated in Brown County, Texas, out of BLOCK 9, of the JACOB DUCKWORTH SURVEY NUMBER 56, ABSTRACT NUMBER 240, and being out of a 231.69 acre First Tract, that is described in a deed from Valton I. Sudderth, et al, to The Oak Ridge Corporation, recorded in Volume 666 at Page 556, Deed Records of Brown County, Texas, and further described as follows;

BEGINNING, at a 1/2 inch iron rod found in the East line of Sudderth Lane, from which a reference railroad spike found at the Northeast corner of a 2.553 acre tract of land that is described in a deed to Mid-Tex Cellular Ltd., recorded in Volume 161 at Page 457, Official Public Records of Brown County, Texas, bears N 18° 34' 08" W 424.49 feet, and a mag nail found at the Southwest corner of Lot 1, of the Cockerham Addition, as shown on the Plat recorded in Cabinet 5, Slide 239, Plat Records of Brown County, Texas, bears S 16° 56' 23" E 708.92 feet, for the Northwest corner of this tract;
THENCE, S 86° 45' 57" E 260.24 feet, to a 3/8 inch iron rod found, for the Northeast corner of this tract;

THENCE, S 26° 37' 56" E 69.99 feet, to a 3/8 inch iron rod found, and S 44° 21' 54" W 183.86 feet, to a 1/2 inch iron rod set, for the Southeast corner of this tract;

THENCE, N 86° 45' 57" W 192.26 feet, to a 1/2 inch iron rod set in the East line of Sudderth Lane, for the Southwest corner of this tract;

THENCE, N 08° 25' 46" E 200.00 feet, with the East line of Sudderth Lane, to the point of beginning and containing 1.17 acres of land.

46 99

EXHIBIT "B"

PROPERTY RESTRICTIONS

The Grantor herein does hereby make and impose the following restrictive covenants upon all of the property hereby conveyed, which shall be covenants running with the land, to-wit:

1. No portion of the property hereby conveyed or any part thereof shall be used except for residential purposes. No Commercial activities and / or any Commercial purpose of any kind or character shall be permitted on any part of the premises hereby conveyed. These provisions of this paragraph shall be strictly adhered to.

2. No portion of the property hereby conveyed shall be subdivided into smaller lots or parcels of land having an area less than 43,560 square feet for the purpose of building thereon.

3. No trailer house, trailer, mobile home, basement, tent, shack, or garage shall ever be used as a dwelling, temporary or permanent.

4. Only one (1) resident or dwelling unit shall be erected upon the property hereby conveyed or re subdivision thereof, as permitted herein, which shall contain less than fifteen hundred (1,500) square feet of living (heated) area excluding the basement and the garage whether enclosed or not. This restriction shall not prevent the construction of attached or detached garages

5. During the construction of any new residence, building or other improvement, the premises shall be kept in a neat and clean manner and all materials used in connection with such construction shall be picked up daily and placed in a proper receptacle so as to keep any of such materials from escaping to any adjoining properties, and that such construction site shall, at all times, be neat in appearance; and in addition thereto, the owner of the premises shall be responsible for seeing that adequate toilet facilities are available during such construction, and such toilet facilities shall be temporary and portable and shall be removed and dumped routinely from the premises and that while such facilities are on the premises, they shall not emit any odor so as to allow such odor to escape from the premises. Such temporary facilities shall be removed at the end of such construction and such owner of the premises shall be the person obligated under these restrictive covenants to see that these provisions of this paragraph are strictly adhered to.

6. No existing building, trailer, mobile home, dwelling, tent, shack or other portable building shall be moved onto said premises hereby conveyed.

7. Construction of new buildings and improvements only shall be allowed and new construction is limited to structures of not less than twenty percent (20%) of the exterior walls be of brick, brick veneer, masonry, masonry veneer, stone or stone veneer or stucco, exclusive of windows and doors.

8. No farm machinery or farm equipment, tractors, boats, trailers or any other equipment or motor vehicle not used primary for family use whether in operating condition or not shall be left within the view of any public road nor will the dumping of garbage or refuse of any type be allowed.

9. No building or any part thereof, such as a porch, landing, etc., shall be erected nearer than fifty feet (50') to the front property line of said property hereby conveyed adjacent to the street or roadway which said tract faces, or nearer than fifteen feet (15') to a sideline of said tract or of the side property line formed by combining a lot and part of an adjoining lot into a building plot by the subdivision of said lots.

10. All restrictive covenants and conditions shall apply to future remodeling of and additions to buildings and to rebuilding in case of total or partial destruction of any existing structure.

11. No noxious or offensive activity shall be carried on upon any portion of the property hereby conveyed nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. No portion of the property hereby conveyed shall be used for the parking or storage, temporary or otherwise, or any abandoned or inoperable vehicle, trailer, boat, camper, motor home, travel trailer or mobile home.

13. No boat, camper, trailer or any other vehicle shall be parked for storage in the driveway or yard in front of the respective house. Any storage of such vehicles shall be in a garage or other facility which will not cause an unsightly condition.

14. No animals, livestock, swine, fowl or poultry of any kind shall be raised, bred or kept on the property hereby conveyed, except that dogs, cats or other normal household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

15. No fence shall be constructed or allowed to remain in front of the minimum building setback line and all fences behind the minimum building setback shall have a maximum height of four feet (4'). All front fences facing a street or roadway must be constructed of wood, plastic, wrought iron, or masonry material.

16. No portion of the property hereby conveyed shall be used or maintained as a dumping ground.

17. All garbage and trash shall be kept in properly covered receptacles and shall be stored in a safe and sanitary manner and kept out of sight except on collection days.

18. No open or outdoor privies shall be placed or permitted to be placed on the premises hereby conveyed, except during the construction of the main residence and then for a time not to exceed a period of nine (9) consecutive months.

19. No sign or poster of any kind shall be allowed on the premises hereby conveyed, except one sign of not more than three (3) square feet in area advertising the property for sale or rent, or sign used by a builder to advertise construction on the lot.

20. The construction of any storage or other out building on the premises hereby conveyed must be of new materials and completely enclosed in masonry material identical to the masonry used on the residence located on the premises hereby conveyed.

21. All propane tanks or other fuel tanks situated on the premises hereby conveyed must be completely enclosed in masonry materials identical to the masonry used on the residence located on the premises hereby conveyed and such propane or other fuel tank must be located on the premises hereby conveyed in such a place as

not to be visible from the public street or road adjoining the premises hereby conveyed.

22. No burning of trash, brush or any other materials shall be allowed on the premises hereby conveyed.

23. No oil, gas or other mineral or mining operations of any nature shall be permitted on the premises hereby conveyed, including the buildings, wells, tanks, excavations or derricks connected therewith.

24. The Oak Ridge Corporation reserves to itself, its successors and assigns, the right to grant public utility easements in, along and through an area fifteen feet (15') in width adjoining the roadway to which the property hereby conveyed is adjacent to or adjoins.

25. No individual sewage disposal system shall be permitted on the property hereby conveyed unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Division of Sanitary Engineering, Texas State Department of Health, or its successors, and duly inspected and approved by an authorized agent of Brown County, Texas.

26. No portion of the property hereby conveyed can be used for a street or thoroughfare without the written consent of The Oak Ridge Corporation, its successors or assigns.

27. No portion of the property hereby conveyed may be subdivided without the express written consent of The Oak Ridge Corporation, its successors or assigns.

28. Grantee herein, his/her/their heirs, legal representatives and assigns shall keep the property hereby conveyed in a clean and orderly manner at all times.

29. No residence shall be erected upon the premises hereby conveyed other than one detached single family residence not to exceed two stories in height or a split-level residence and a private garage for not less than two cars. Detached garages may face the street provided the front of the garage is no closer to the street than the rear base line of the house. Detached garages may be connected to the house by means of a covered breezeway.

30. The owners or occupants of all or any portion of the property hereby conveyed at all times shall keep weeds and grass thereon cut in a sanitary, healthful and attractive manner.

31. The owners or occupants of all or any portion of the property hereby conveyed at all times shall mow and maintain any right-of-way for streets, roads, utility easements, drainage easements which are adjacent to or cross lands owned or occupied by them.

32. The owners or occupants of all or any portion of the property hereby conveyed shall not block, impound, divert, or contaminate any stream, spring, or watercourse adjacent to or which crosses any lands owned or occupied by them, whether or not said watercourse flows continually or is seasonal.

33. There shall be no hunting or discharge of firearms of any kind allowed in, upon, or from the property hereby conveyed.

34. All service facilities, garbage cans, butane tanks and firewood storage, must be enclosed within walls or fences constructed of the same materials as the exterior of the residence situated on the property hereby conveyed so as not to be visible from outside the premises hereby conveyed and shall not be erected nearer

than fifty feet (50') to the front property line of the property hereby conveyed.

35. No residence erected on the premises hereby conveyed shall be occupied until connected to a public sewer system or to an on-site waste water system which has been approved by the Brown County Health Department.

36. No residence erected on the premises hereby conveyed shall be occupied until connected to an approved potable water supply with adequate quantity for family use and operation of an approved on-site waste water system.

37. The covenants, restrictions, conditions and limitations set forth above shall be covenants running with the title of the above described tract and every part thereof, and every re subdivision thereof.

38. Enforcement of these covenants, restrictions, conditions and limitations shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, conditions, restrictions, or limitations, either to restrain violations or to recover damages or both.

39. Should it become necessary for the Owner/developer, seller or an owner to retain the services of an attorney for the specific enforcement of the restrictions contained herein, the person in violation of any of the restrictions contained herein agrees to pay for reasonable attorney's fees and all other reasonable expenses and / or damages in connection therewith.

40. These restrictions, covenants, conditions and limitations are in all respects subject to any applicable zoning regulations lawfully in force or hereafter adopted.

41. These restrictions shall be considered covenants running with the land and shall bind the purchasers, their heirs, executors, administrators and assigns, and if the parties hereto, or any of them, or their heirs, successors or assigns, shall violate, or attempt to violate, any of these covenants or restrictions herein contained, it shall then be lawful for any other person or persons owning any other adjoining property, or any other property within a radius of one (1) mile from the property hereby conveyed to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate any such covenants or restriction, and either to prevent them or him from doing so or to recover damages, including punitive damages and all costs, including, but not limited to, court cost and attorney fees for such violation.

42. No buildings of any kind or character, inoperable vehicles, farm machinery, boats, motor and trailers, four wheelers, motor homes, motorcycles, any other object that degrades the neighborhood; shall remain on the premises for no more than one week, nor remain in front of any residence placed on the premises hereby conveyed.

43. Invalidation of any one or more of these covenants, restrictions, conditions and limitations by judgment or court order, shall in no way affect any of the other provisions hereof which shall remain and continue in full force and effect.

44. No trees of 4" diameter or more may be cut without written permission of Seller, nor may more than 15 yards of dirt, caliche, or any other materials be excavated from the premises without the prior written consent of Seller, save and except, this paragraph shall be applicable only as long as The Oak Ridge Corporation owns the legal or equitable title to the property hereby conveyed and covered by these restrictive covenants. This paragraph shall also apply as long as The Oak Ridge Corporation shall own or retain any kind of lien against any or all portions of the property made the subject matter of these restrictive covenants.

45. No part of any portion of the surface estate of the property hereby conveyed shall ever be used for the erection or placement thereon of any tower, storage facilities and/or tank of whatsoever nature, character or description, including, but not limited to, wind turbines; radio tower; television tower; telephone tower; satellite tower; aviation tower and water tower or tank. This to the end, that the surface estate hereby conveyed shall be used only for "single family" dwelling purposes, as allowed by these restrictive covenants provided in this Exhibit "B".

EXHIBIT "C"

RESTRICTIONS

The following restrictions shall apply to the use of the property made the subject matter of this conveyance and all other property sold out of the tract of which it is a part, and that all restrictions contained in this agreement will be incorporated into any deed to be delivered to PURCHASER under the terms of this agreement, to-wit:

See Exhibit "B" attached hereto and made a part hereof for the property restrictions imposed upon the property described in Exhibit "A" attached hereto and made a part hereof.

The following provisions shall also be considered as part of the terms and provisions of this Agreement, to-wit:

Hazardous Substances. Purchaser shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Purchaser shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Purchaser shall promptly give Seller written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental law of which Purchaser has actual knowledge. If Purchaser learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Purchaser shall promptly take all necessary remedial actions in accordance with Environmental law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

This agreement contains all of the conditions between the parties and no verbal representations shall in anywise modify or affect same unless same are in writing and signed by all of the parties hereto. PURCHASER, before signing this contract, represents that he, she or they, have actually inspected the property.

* Prepared by: Pfingsten Surveyors, P.C.
* Routine: List Coordinates Coord File 2026-17S.CRD 12/22/22 8:10:42
* Input Scale Factor: 1.000000 Output Scale Factor: 1.000000

Pt.No.	Code	North	East	Elevation	Desc.
5		10607075.312	2743885.806	1521.02	.50 fd
15		10606594.048	2743888.966	1514.03	.38 fd
26		10606944.692	2744251.706	1520.00	PLAT
122		10607052.314	2743841.409	1530.00	CALC
149		10607002.581	2743846.570	1530.00	calc
180		10607188.332	2743946.003	1524.45	.38 fd
181		10606602.516	2744263.126	1492.92	.50 fd

 * Prepared by: Pflingsten Surveyors, P.C.
 * Routine: Area Summary Coord File 2026-17S.CRD 12/22/22 8:09:44
 * Input Scale Factor: 1.000000 Output Scale Factor: 1.000000

SUB-2-LOTS14&15

Point	Int-Angle	Bearing	Distance	Point	North	East
15		N 05°55'29"W	410.73	149	10607002.581	2743846.570

CURVE DEF: Arc				CURVE DIR: CCW
RAD: 50.00	LEN: 97.27	TAN: 73.38		CEN. ANG: 111°27'36"
CHORD: 82.64	MO: 21.85	EXT: 38.80		DEGREE: 114°35'30"
SEG: 1268.33	TRI: 1163.34		SEC: 2431.68	

149	180ø00'00"	N 05°55'29"W	50.00	122	10607052.314	2743841.409
122	111ø27'36"	N 62°36'55"E	50.00	5	10607075.312	2743885.806
149	145ø43'48"	N 28°20'43"E	82.64	5	10607075.312	2743885.806
5	180ø13'16"	N 28°02'27"E	128.05	180	10607188.332	2743946.003
180	79ø29'12"	S 51°26'45"E	390.92	26	10606944.692	2744251.706
26	130ø27'56"	S 01°54'41"E	342.37	181	10606602.516	2744263.126
181	89ø23'06"	S 88°42'13"W	374.26	15	10606594.048	2743888.966
15	94°37'42"					

Perimeter: 1743.58 Accum.Perimeter: 1743.58

Sq. Feet: 184800.25 Acres: 4.24
 Accum. - Sq. Feet: 184800.25 Acres: 4.24

 * Prepared by: Pfingsten Surveyors, P.C.
 * Routine: Area Summary Coord File 2026-17S.CRD 12/22/22 8:09:44
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SHARON FERGUSON

COUNTY CLERK



200 SOUTH BROADWAY, SUITE 101
BROWNWOOD TX 76801

PHONE (325) 643-2594

DO NOT DESTROY
WARNING-THIS IS PART OF THE OFFICIAL RECORD

INSTRUMENT NO. 2303508

FILED FOR REGISTRATION JUNE 27, 2023 10:19AM 12PGS \$70.00

SUBMITTER: RAY WEST

RETURN TO:

OAK RIDGE WEST SUBD 2
PLAT - VOL 5 PG 374

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped heron by me, and was duly RECORDED in the Official Public Records of Brown County, Texas.

By: Sharon Ferguson

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

JB