

2000-044726

715-00-1047

REGENCY
TITLE

GENERAL WARRANTY DEED WITH VENDOR'S LIEN
AND RESTRICTIONS

THE STATE OF TEXAS

X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

X

THAT, BILL D'AMICO, TRUSTEE (hereinafter called "Grantor"), 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 THE TORRETTI LIVING TRUST, DATED AUGUST 20, 1997 (hereinafter called "Grantee"), whose address for mailing purposes is hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the execution and delivery by Grantee of a promissory note of even date herewith payable to Grantor in the original principal amount of \$185,000.00 (the "Note") which Note is secured by the Vendor's Lien herein reserved and is additionally secured by a Deed of Trust of even date herewith, executed by Grantee herein to Richard L. Rose, Trustee; 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, described as follows:

A tract of land containing 2.076 acres, more or less, out of the Elijah Collard Survey, Abstract 7, Montgomery County, Texas, said 2.076 acre tract being out of and a part of Reserve "C" of TRES, an addition in Montgomery County, Texas, according to the map or plat thereof recorded in Plat Cabinet G, Sheet 39A, Map Records of Montgomery County, Texas, and being more particularly described on Exhibit ~~###~~ attached hereto.

This conveyance is made and accepted expressly subject to all applicable zoning laws, regulations, and ordinances of municipal and/or governmental authorities and is further made subject to all restrictions, covenants, conditions, agreements, assessments, maintenance charges, leases, easements, and previously conveyed or reserved mineral and royalty interests, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State. This conveyance is also made subject to the restrictive covenants attached hereto as Exhibit "B" which are hereby imposed by Grantor on the property conveyed hereby.

To have and to hold the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's legal representatives, successors and assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives, successors and assigns, to warrant and forever defend, all and singular the said

property unto Grantee, Grantee's legal representatives, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described Note, and all interest thereon, is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

Executed to be effective as of the 18th day of May, 2000.

Bill D'Amico, TRUSTEE
BILL D'AMICO, TRUSTEE

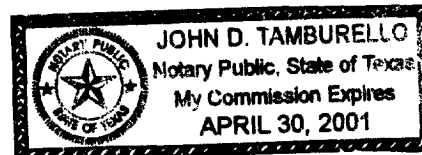
THE STATE OF TEXAS X
 X
COUNTY OF HARRIS X

This instrument was acknowledged before me on the 19 day of MAY, 2000, by Bill D'Amico, Trustee.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Grantee's Address: /

9518 Bayou Brook
Houston, Texas 77063



RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

ACCEPTED:

THE TORRETTI LIVING TRUST, DATED AUGUST 20, 1997

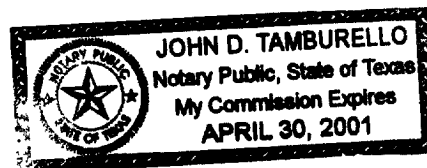
BY: Paul Torretti
Paul Torretti, Trustee
Francine A. Torretti
Francine A. Torretti, Trustee

THE STATE OF TEXAS:

COUNTY OF HARRIS :

This instrument was acknowledged before me, on this the 12th day
of May, 2000, by Paul Torretti and Francine A. Torretti, Trustees,
in the capacity therein stated,

John D. Tamburello
NOTARY PUBLIC, IN AND FOR
THE STATE OF TEXAS



May 10, 2000

METES & BOUNDS DESCRIPTION

Exhibit "B"

Page 1 of 2 Pages

BEING 2.076 acres of land in the Elijah Collard Survey, A-7, Montgomery County, Texas and being out of Reserve "C" of Tres Subdivision, map of which is recorded in Cabinet G, Sheet 39A of Montgomery County Map Records (MCMR) and in the name of Bill D'Amico, Trustee as described in deed recorded in Volume 780, Page 643 of Montgomery County Deed Records (MCDR), said 2.076 acres being more particularly described as follows:

COMMENCING at a 1/2" iron rod found for the northwest corner of Reserve "A" and the Northeast corner of Reserve "C", Tres Subdivision, in the south line of Lake Conroe Drive, based on a 60' right-of-way;

THENCE S.79°31'15"W., along the north line of Reserve "C" and the south line of Lake Conroe Drive for a distance of 74.36 feet to a 1/2" iron rod found for the beginning of a curve to the right;

THENCE in a westerly direction along the north line of Reserve "C" and the south line of Lake Conroe Drive on a curve to the right having a radius of 494.70 feet for a distance of 209.71 feet to a 1/2" iron rod found for the end of said curve;

THENCE N.76°11'25"W., along the north line of Reserve "C" and the south line of Lake Conroe Drive for a distance of 40.25 feet to a 1/2" iron rod found for the northeast corner of and **POINT OF BEGINNING** of herein described tract;

THENCE S.37°06'51"W., crossing said Reserve "C" for a distance of 778.18 feet to a 1/2" iron rod found for the southeast corner of herein described tract in the south line of Reserve "C" and the 201 contour line of Lake Conroe, as described in deed recorded in Volume 701, Page 823 MCDR;

THENCE S.68°49'30"W., along the 201 contour line of Lake Conroe and the west line of Reserve "C" for a distance of 111.27 feet to a 1/2" iron rod found for an angle point in same;

THENCE N.52°49'45"W., along the 201 contour line of Lake Conroe and the west line of Reserve "C" for a distance of 70.89 feet to a 1/2" iron rod found for an angle point in same;

Exhibit "B"
Page 2 of 2 Pages
May 10, 2000

THENCE N.73°16'20"W., along the 201 contour line of Lake Conroe and the west line of Reserve "C" for a distance of 39.33 feet to a 1/2" iron rod found for the southwest corner of herein described tract;

THENCE N.44°35'46"E., leaving the 201 contour line of Lake Conroe and crossing said Reserve "C" for a distance of 871.14 feet to a 1/2" iron rod found for the northwest corner of herein described tract in the north line of said Reserve "C" and the south line of Lake Conroe Drive;

THENCE S.76°11'25"E., along the north line of said Reserve "C" and the south line of Lake Conroe Drive for a distance of 57.50 feet to the **POINT OF BEGINNING** and containing 2.076 acres of land.

This description is based on a boundary survey and plat prepared this date by C & G Land Surveyors to which further reference is hereby made
\\mswks\documents\2.076 Acres Reserve C Tres Subd



715-00-1052



NO SCALE
APPROX. 81245
REQUEST AURIAL

2. ELECTRIC SERVICE / NO DANGER FROM CARBON MONOXIDE. POWER FROM REAR OF MOST SITES
 3. SAND NEW COUNTY MAINTAINED ROAD
 4. PRIED TELEPHONE/ CABLE SERVICE IN PLACE
 5. ! CITY TAXES. NO MUD TAXES. NO COUNTRY CLUB DUES. JUST SECLUSION.
 6. WEVER, COUNTRY CLUB, SWIM POOL, GOLF COURSE AND MARINAS ARE CLOSE BY

ADDITIONAL INFORMATION. PLEASE CONTACT SUI D'AMICO @ 409-856-4545

EXHIBIT 'A'

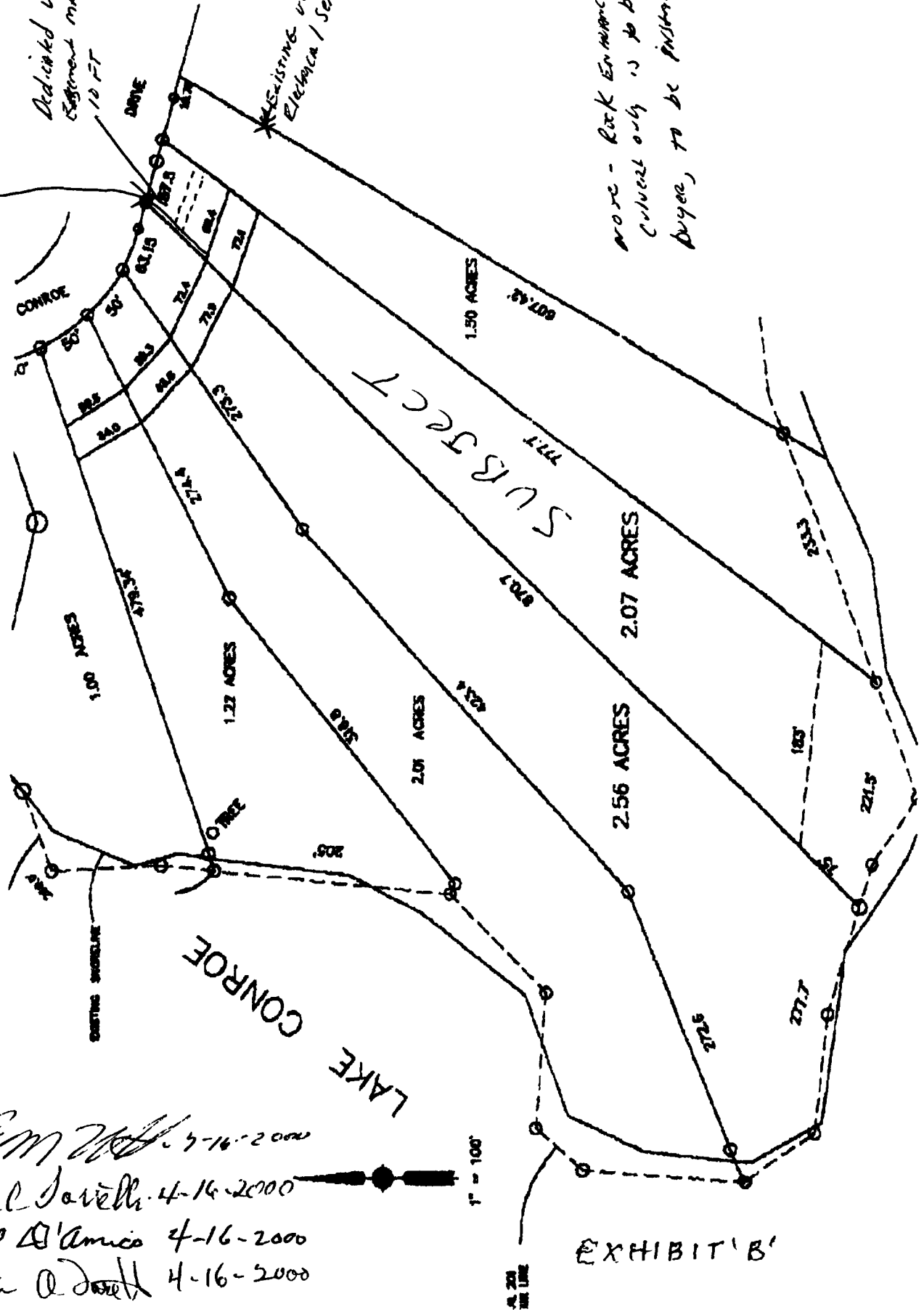
Bill Gancio 4-16-2000
Paul Jarrell 4-16-2000
James Adams 4-16-2000
P/M Tiff 4-16-2000

Waterwell must be located
between existing PVC fence
and LC Drive

Dedicated UTILITY
Easement maximum
10 FT

Existing underground
Electricity / Service

more - Rock Entrance Drive over
culvert only is to be located by
buyer, to be installed by seller



Paul Savelli 4-16-2000
Bill D'Amico 4-16-2000
Thomas A. D'Amico 4-16-2000

715-00-1054

RESTRICTIONS on subject parcel, hereafter known as the subject 2.07 acre tract (out of Reserve "C" out of a 16.23 acre tract) out of 63.61 acre recorded subdivision in the Elijah Collard Survey, A-7, Montgomery County, Texas.

4-16-2000
P.T.
PT 4/16/00
BLS
4-16-2000
JAF-4-16-2000

(A) No tract shall be used except for residential purposes (provided that any tract may be used for the erection and operation of a sales office, construction office, or model home.) The term "Residential Purposes" as used herein shall be held construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial and professional uses, whether from homes, residences or otherwise, and all such uses, of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any tract other than one detached single family dwelling not to exceed (3) stories in height, together with a private garage or carport for not more than three(3) cars and servant's type quarters, which may be occupied by an integral part of the family occupying the main residence of the building site, or by servants employed on the premises; and (2) a tool shed or work shop attached or unattached to the residence building.

(B) No improvements of any nature shall be erected, placed, or altered on any building plot on this tract until the plans, specifications and plot plans showing the location of such improvements, have been approved in writing as to conformity and harmony of external design with existing structures on this tract and as to location with respect to topography and finished ground elevation by the Architectural Control Committee, originally consisting of Bill D'Amico and Agnes D'Amico or their assigns.

In the event the architectural control committee fails to approve or disapprove within thirty days after the receipt of the required plans and specifications, approval will not be required and the related covenants set out therein shall be deemed as satisfied.

(C) Except as may be authorized in writing by the Architectural Control Committee, no portion of any building shall be located nearer than the building line established for each lot included in these restrictions, as shown on the attached Exhibit D that runs adjacent to and follows the road easement for "Lake Conroe Drive" or nearer to said lots sides than 11.5 feet and some parcels building lines may be shown as related to the S.J.R.A. 201 prevailing elevation line.

Exhibit C1

Bill D'Amico 4/16/2000
Paul Terrell 4/16/2000
Samuel A. D'Amico 4/16/2000
Bill D'Amico Page 1 of 6 pages
4/16/2000

(D) No noxious or offensive trade or activity or loud noises (including loud radio, T.V., stereo, fixed or mobile) shall be carried on upon this tract nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood .

(E) No trailer, basement, tent, shack, garage, or out-building erected on this tract or any mobile unit including vans and motorhomes shall be at any time be used as a residence temporarily or permanently, nor will any structure of a temporary character be used as a residence.

(F) No residential structure erected upon this tract shall have less than one acre dedicated for and used as the residential homesite, and such residence shall consist of not more than one-family dwelling establishment. No building on this tract shall be erected upon any building site, nor any building altered, placed or permitted to remain on such site other than one detached one-family dwelling together with housing space for usual family requirements, such as garage, household laundry, storage, or servants quarters. The covered part of the dwelling property, exclusive of garage, shall contain not less than Three Thousand, Two hundred (3,200) square feet on one-story dwelling. Said square foot areas shall be measured exclusive of open porches, garages and servant's quarters. Garages may be built attached to or separate from dwelling.

All buildings shall have either concrete slabs or solid beam foundations and no concrete block or brick pier foundations shall be used with void spaces between piers. All building units shall be constructed with brick, hardy plank, stone or a combination covering at least sixty(60) percent of the outside wall area. Except that at the sole option of the Architectural Control Committee, an exception may be made that would be in keeping with the overall intentions of these restrictions. No building shall be erected off of the premises and moved from other premises onto subject premise and all building units shall be constructed on said premises. In the event of a multistory dwelling unit, the ground floor area, exclusive of open porches and garages, shall not be less than Three Thousand (3000) square feet of living area.

No garage or carport shall face and open to "Lake Conroe Drive" at less than ninety degree angle except that at the sole option of the Architectural Control Committee

Exhibit C-2

[Signature] 4/16/2000
[Signature] 4/16/2000
[Signature] 4/16/2000

Bill D'Amico

Page 2 of 6 pages
 4-16-2000

(G) All roads and driveways off "Lake Conroe Drive" are to be concrete, asphalt, crushed limestone, or better grade rock, to all buildings.

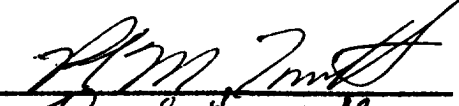
(H) No housing for garage, servant's quarters, or other service function of the dwelling establishment shall be erected or placed upon any building site until construction of the dwelling proper has been started and is actually underway. All residences must be completed within one year of starting date, and builders must be of good standing in their profession, must be known to do quality work and be approved by the Architectural Control Committee. Owner is to allow a five-foot easement on side lines of subject homesite for underground utilities.

(I) At all times those areas of "Lake Conroe Drive" easement right-of-way and utility easements shall be maintained from encumbrances by personal or private property or parking of passenger vehicles and service vehicles relating to subject homesite during and after construction of any improvements on this tract. No campers, boats, trailers, motor homes, recreational vehicles of any type of non-running vehicle are to be parked or stored within view of "Lake Conroe Drive."

(J) No animals, livestock, horses or poultry of any kind shall be raised, bred or kept on the property except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Common household pets must be kept on the tract or on a leash at all times.

(K) No spirious, vinous or malt liquors, illegal or prescription drugs or medicated bitters, capable of producing intoxication or addiction, shall ever be sold or offered for sale on any residential tract nor shall said premises or any part hereof be used for violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulation, San Jacinto River Authority or Conroe E.T. J. rules or regulations or instruction relating to or affecting the use, occupancy or possession of any tract.

Exhibit c3

	4/16/2000
<u>Paul Corretti</u>	4/16/2000
<u>Steven A. D'Amico</u>	4/16/2000

Bill D'Amico

Page 3 of 6 pages

4-16-2000

(L) No signs consisting of advertising display or devices of any kind shall be in public view, except for builder's signs during the construction and sales period only, or to advertise a house for sale. In which latter case one installation on the building site of not more than five (5) square feet of sign space shall be allowed.

(M) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted, nor shall oil wells, tanks, tunnels, mineral excavations or shaft be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted.

(N) No portion of any tract shall be used, or maintained as a camping ground or for the dumping of rubbish, trash, garbage or other wastes; rubbish, trash, garbage or other wastes shall not be kept except in sanitary containers for frequent removal by the owner. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, in no case shall any of the above be located within fifty (50) feet of any property line, nor visible from "Lake Conroe Drive."

(O) All fences, mail boxes and any other object constructed or placed along the "Lake Conroe Drive" road easement, shall require the permission and written approval of the Architectural Control Committee prior to construction. It is the intent that all fences be constructed out of brick, wood, PVC, or wrought iron only, as in contrast for example to all types of wire fences.

In no case shall outside clothes line be maintained within sight of "Lake Conroe Drive."

(P) No single family dwelling shall be occupied for residence purposes unless the exterior and interior of such dwelling is entirely finished to the extent required by the Architectural Control Committee, whose approval in writing is required before any residence which is not entirely completed shall be occupied.

(Q) Firearms discharged are expressly prohibited.

Exhibit C-4

R. M. Smith 4/16/2000
Paula L. Smith 4/16/2000
Sharon L. Smith 4/16/2000
 Page 4 of 6 pages
Bill D'Amico 4-16-2000

(R) No sight-line limitations may be created by new plants or fences or other new obstructions which obstruct sight lines at elevations between two and six feet, above the roadways within the triangular area formed by any driveway and points twenty-five feet from the intersection. No tree would remain within such distances, unless the foliage line is maintained at sufficient height to prevent obstruction on sight lines.

(S) The Architectural Control Committee and assigns shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, easements and reservations now or hereafter imposed by the provisions of this declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so.

(T) Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

(U) The covenants, conditions, restrictions, and easements of this declaration shall run with and bind the property and shall insure to the benefit of and be enforceable by any property owner within the said 63.61 acres subdivision unless amended as provided herein, shall be effective for a term of twenty years from the date this declaration is recorded. After which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years.

BO 4-16-2000
PT 4/16/00
PT 4/16/2000
AAT-4-16-2000

(V) Owners of subject 2.07 acre tract agree that should be seller decide or be required to file a subdivision revision plat for any reason, owners will join in same by their approval.

(W) No type of helicopter landing facility.

(X) Use only masonry postal receptacle, approved first by the Architectural Control Committee and placed at location approved by presiding Postmaster and Precinct County Commissioner.

Exhibit C-5

[Signature] 4/16/2000
Paul J. Jarrett 4/16/2000
Sharon Q. Jones 4/16/2000
Page 5 of 6 pages
Bill D'Amico 4-16-2000

(Y) No underbrushing except for 7,000 square foot site for placement of residence and garages, or twice the living area of the resident and swimming pool site (if any) , which ever is the larger. No cutting down of any trees or brush or foliage on the 15 ft ^{30 4/16/2000} restricted area (no construction) along the east side of the west property line and no tree of greater than 2 1/2" diameter at 18" above the adjacent ground, shall be cut prior to written approval by the Architectural Control Committee.

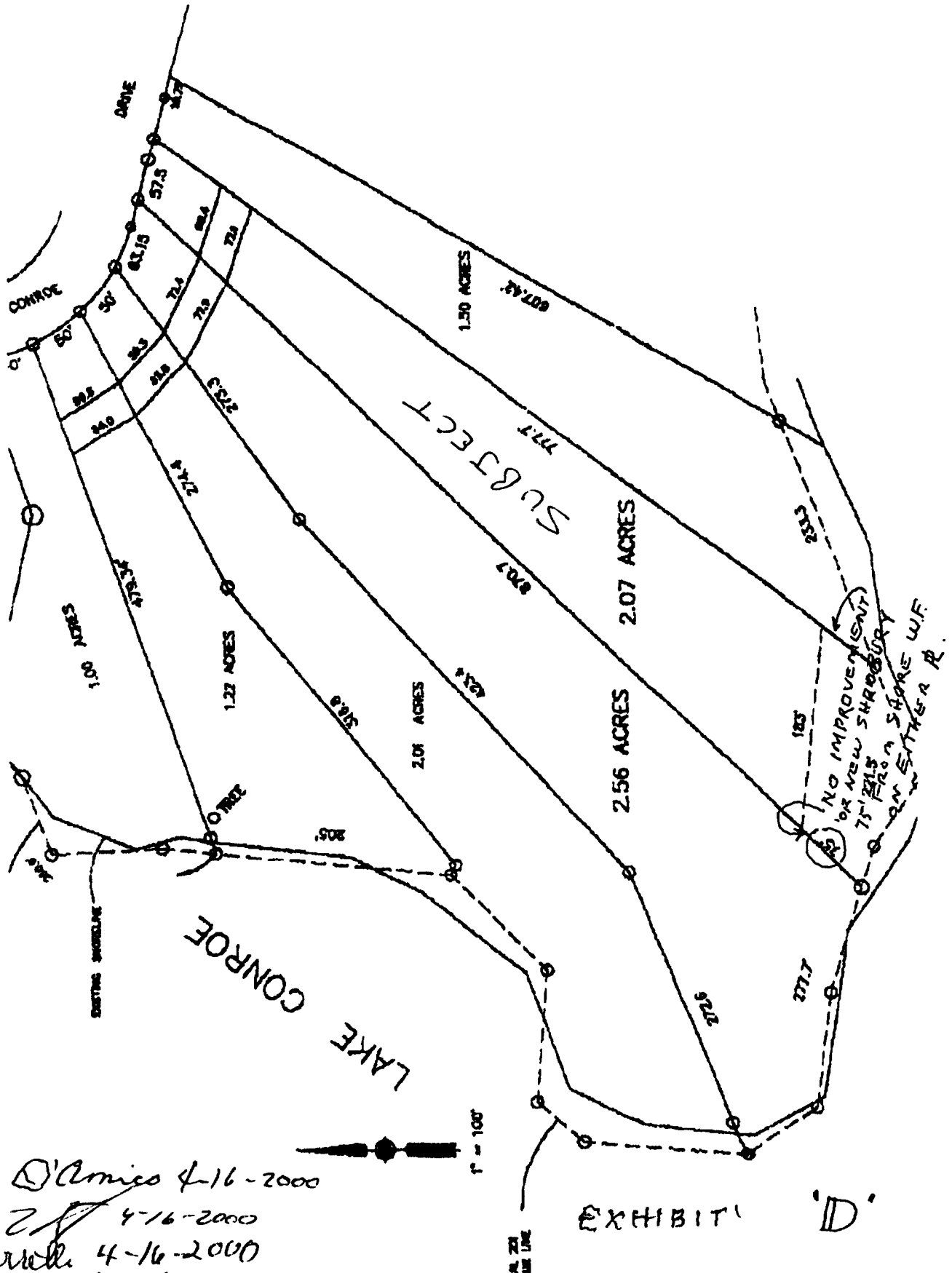
2.5 ft on west ^{7/11/16-2000}
 PT 4-16-2000
 PT 4-16-2000
 AL 4-16-2000

(Z) The fence line along "Lake Conroe Drive," the water well, and aerobic sewer system location, are identified on each parcel exhibit B ^{PT 4-16-2000}

B19 "

Exhibit C-6

<u>[Signature]</u>	4/16/2000
<u>Paul Jurelli</u>	4/16/2000
<u>[Signature]</u>	4/16/2000
<u>Bill D'Amico</u>	4-16-2000



Bill O'Amico 4-16-2000
 PM 2 4-16-2000
 Paul Terrell 4-16-2000
 4-16-2000

* A SELLER OF A PARCEL OF RAW LAND, WITHOUT A DWELLING OR ANY TYPE OF STRUCTURE THAT IS IN ACCORDANCE WITH ALL EXHIBITS:

(A) (B) (C-1) (C-2) (C-3) (C-4) (C-5) (C-6) (D) (E) AND THIS PARCEL OF 2.01 ACRES IS RESTRICTED TO NOT MORE THAN ONE SINGLE FAMILY DWELLING TO BE CONSTRUCTED ON IT BY Torretti Family BUYER AND WE ARE RELYING UPON OUR SOLE INSPECTION AND AGREE TO ACCEPT THIS PARCEL 'AS IS' AND THAT ALL OF THESE EXHIBITS AND SIGNED AGREEMENTS ARE TO SURVIVE THE CLOSING.

[Signature]

BUYER

4-16-2000

DATE

Paul Torretti

BUYER

4-16-2000

DATE

[Signature]

WITNESS

BUYER

4-16-2000

DATE

Bill D'Amico

SELLER

4-16-2000

DATE

EXHIBIT 'E'

**** EXCLUSIVE RIGHT TO SELL AGREEMENT ****

Buyer does agree to this contractual consideration and commitment, that if and when Buyer, their assigns and/or their Heirs, decide to dispose of subject * tract along with all of its improvements, then Buyer, their assigns and/or Heirs will by written notification so advise Bill D'Amico (if Bill D'Amico, his /or assigns are licensed as Real Estate Agents or Broker at that time) as to a price and terms that they, at their sole option, desire.

For this assistance, this listing and right to sell agreement provides for a six per-cent (6%) real estate fee and a time period of six months from notification, as well as an additional twelve month fee protection, for a written list of all prospects, that Bill D'Amico or assigns has exposed to the subject * tract during the previous six month right to perform time period.

Buyer: Paul Torbett DATE 4-16-2000
 Buyer: [Signature] Date: 4/16/2000
 Buyer: [Signature] Date: 4/16/2000
 Seller: Bill D'Amico Date: 4/16/2000
 and Licensed Real Estate Broker

Subject * Tract: _____ acres
 (out of Reserve 'C' of 16.23 acres)
 Out of 63.61 acres in Eliab Collard Survey
 in Montgomery County, Texas

FILED FOR RECORD

00 MAY 31 PM 12:46

PLEASE RETURN TO:

Regency Title Company
 2200 Post Oak Blvd. #100
 Houston, Texas 77056
 GF No. 2000-01-91767 JDT/

MARK TURNBULL, CO. CLERK
 MONTGOMERY COUNTY, TEXAS

DEPUTY

STATE OF TEXAS
 COUNTY OF MONTGOMERY
 I hereby certify that this instrument was filed in
 File Number Sequence on the date and at the time
 stamped herein by me and was duly RECORDED in
 the official Public Records of Real Property of
 Montgomery County, Texas.

MAY 31 2000



Mark Turnbull
 COUNTY CLERK
 MONTGOMERY COUNTY, TEXAS

'F'