

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

THAT, B. G. D'Amico and wife, Agnes Cecelia D'Amico (hereinafter collectively called "Grantors"), 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 Walter W. Coffey (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 Grantors in the original principal amount of \$5,500.00 (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 John G. Cannon, Trustee; have granted, sold and conveyed, and by these presents do grant, sell and convey, unto Grantee all that certain lot, tract or parcel of land, together with all improvements thereon, described as follows:

Being 0.245 of one acre of land in the ELIJAH COLLARD SURVEY, Abstract No. 7, Montgomery County, Texas, and being out of a 5.935 acre tract of land described in Deed to B. G. D'Amico and wife, Agnes Cecelia D'Amico, recorded in Volume 780, Page 639 of the Deed Records of Montgomery County, Texas, said 0.245 of one acre being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein for all purposes.

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 covenants, conditions and restrictions contained in the Declaration of Restrictions attached hereto as Exhibit "B" and incorporated herein for all purposes, which covenants, conditions and restrictions shall run with the land and bind all future owners of 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 heirs, legal and personal representatives and assigns forever; and Grantors do hereby bind Grantors, Grantors' heirs, legal representatives, successors and assigns, to warrant and forever defend, all and singular the said property unto Grantee, Grantee's heirs, legal and personal representatives 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.


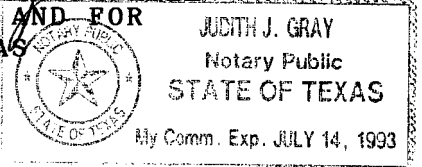
Executed to be effective as of the 1st day of July, 1993.

  
B. G. D'Amico

  
Agnes Cecelia D'Amico

THE STATE OF TEXAS    |  
                              |  
COUNTY OF HARRIS    |

This instrument was acknowledged before me on the 6th day of July, 1993, by B. G. D'Amico and wife, Agnes Cecelia D'Amico.

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
JUDITH J. GRAY  
Notary Public  
STATE OF TEXAS  
My Comm. Exp. JULY 14, 1993

Grantee's Address:

Walter W. Coffey  
#8 Lake Conroe Drive  
Conroe, Texas 77304

RETURN TO:

REGENCY TITLE COMPANY  
2200 Post Oak Blvd. #100  
Houston, Texas 77056  
GF No. 93-01-38101 JDT/mm

**ORIGINAL DIM**

**C & G****LAND SURVEYORS**

March 29, 1993

**METES & BOUNDS DESCRIPTION**

BEING 0.245 of one acre of land in the Elijah Collard Survey, A-7, Montgomery County, Texas and being out of a 5.935 acre tract of land described in deed to B.G. D'Amico et ux and recorded in Volume 780, Page 639 of Montgomery County Deed Records (MCDR), said 0.245 of one acre being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for the northwest corner of Walter W. Coffey et ux 0.519 of one acre tract described in deed recorded under film code #437-01-1968 of the Official Public Records of Real Property of Montgomery County, Texas (OPRRPMCT) in the north line of said 5.935 acres and the south line of the residue of M.J. Ross 363 acre tract described in deed recorded in Volume 239, Page 446 MCDR, for the northeast corner of herein described tract;

THENCE S.86°12'54"E., with the upper south line of said 0.519 of one acre for a distance of 59.57 feet to a 1/2" iron rod found for an angle point in the north line of herein described tract;

THENCE S.52°39'11"E., continuing with the upper south line of said 0.519 of one acre for a distance of 55.27 feet to a 1/2" iron rod found for an inside corner of same and the east corner of herein described tract;

THENCE S.52°42'46"W., with the westerly line of said 0.519 of one acre for a distance of 30.36 feet to a 1/2" iron rod found for an angle point in same and the southeast corner of herein described tract;

THENCE S.86°13'23"W., with the south line of herein described tract, at 195.32 feet pass a 1/2" iron rod reference corner on the existing shoreline of Lake Conroe and continue on in all a total distance of 248.49 feet to the west line of said 5.935 acres and the east line of a 14,177 square foot tract described in deed to B.G. D'Amico recorded in Volume 780, Page 648 MCDR;

THENCE N.19°26'38"E., with the west line of said 5.935 acres and the east line of said 14,177 square foot tract for a distance of 11.88 feet to their northwest and northeast corners respectively and an angle point in the south line of said Ross residue tract;

THENCE N.69°40'43"E., with the north line of said 5.935 acres and the south line of said Ross residue tract for a distance of 175.71 feet to the POINT OF BEGINNING and containing 0.245 of one acre of land.

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Office: 336 N. Main St., Second Floor - P.O. Box 987 - Conroe, Texas 77305  
(409) 756-6116

RESTRICTIONS ON THE PARCEL DESCRIBED IN EXHIBIT 'A', CONTAINING  
.24 +/- AC/SQ.FT OF LAND IN THE ELIJAH COLLARD SURVEY, A-7,  
MONTGOMERY COUNTY, TEXAS.

1) THIS TRACT SHALL NOT BE USED BY ANYONE FOR RESIDENTIAL, NOR COMMERCIAL PURPOSES; NOR THE ERECTION AND OPERATION OF A SALES OFFICE, CONSTRUCTION OFFICE, CONSTRUCTION OFFICE OR MODEL HOME. THE TERM "COMMERCIAL PURPOSES" AS USED HEREIN SHALL BE HELD AND CONSTRUED TO INCLUDE HOSPITALS, CLINICS, DUPLEX HOUSES, APARTMENT HOUSES, BOARDING HOUSES, HOTELS AND PROFESSIONAL USES, WHETHER FROM HOMES, RESIDENCES AND ALL SUCH USES INCLUDING STORAGE OR PARKING AREA OF ANY TYPE OR OTHERWISE, ALL SUCH USES ARE HEREBY EXPRESSLY PROHIBITED. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON THIS TRACT OTHER THAN ONE NON-COMMERCIAL BOAT HOUSE FOR ONE BOAT, NOT TO EXCEED ONE STORY CONSTRUCTED UPON THIS SUBJECT "DRY LAND" PARCEL, THAT IS NOT EXTENDING OUT OVER ANY EXISTING WATER CALLED LAKE CONROE AND MAY BE USED ONLY AS AN INTEGRAL PART OF THE ADJACENT LAND NOW TITLED TO THIS BUYER OF THIS SUBJECT PARCEL. NO BOAT LAUNCH OR RAMP FACILITY OF ANY KIND, PRIVATE OR COMMERCIAL.

2) NO IMPROVEMENT OF ANY NATURE SHALL BE ERECTED, INSTALLED, NOR ADDED ONTO NOR FROM NOR INTO, NOR UNDER THIS TRACT UNTIL AND UNLESS TH PLANS, SPECIFICATIONS AND PLOT PLAN SHOWING THE LOCATION OF SUCH IMPROVEMENTS HAVE BEEN APPROVED IN WRITING AS TO USE, CONFORMITY AND HARMONY OF DESIGN, WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION, BY SELLERS OR THEIR HEIRS OR ASSIGNS.

3) IN THE EVENT OF THE DEATH OF EITHER SELLER, BILL OR AGNES D'AMICO, THE SURVIVOR HAS THE FULL AUTHORITY TO DESIGNATE A SUCCESSOR.

4) NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY OR LOUD NOISES, INCLUDING BUT NOT ALL INCLUSIVE, LOUD RADIO OR T.V., OR STEREO FIXED OR MOBIL, SHALL BE CARRIED ON UPON THIS TRACT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE SELLER OR THE ADJACENT NEIGHBORHOOD.

5) NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, STABLE OR OUT-BUILDING, WATER WELL, SEPTIC NOR WASTE SYSTEM OR ANY KIND SHALL BE ERECTED ON THIS TRACT OR ANY MOBILE UNIT INCLUDING VANS AND MOTORHOMES SHALL AT ANY TIME BE TEMPORARILY OR PERMANENTLY PLACED UPON THIS TRACT.

6) THIS TRACT MAY NOT BE RESOLD, LEASED, NOR RENTED TO ANYONE WITHOUT IT BEING DONE IN CONJUNCTION WITH THE ADJACENT RESIDENCE HAVING A COMMON PROPERTY LINE WITH THIS SUBJECT TRACT AND IS CURRENTLY TITLED BY RECORDED DEED TO THIS BUYER. ALL SUBSEQUENT BUYERS AND THEIR HEIRS OR ASSIGNS SHALL BE BOUND BY EACH AND ALL OF THESE DECLARED RESTRICTIONS.

7) AT ALL TIMES THIS TRACT AND THE LANDSCAPING PLANTS AND TREES SHALL BE MAINTAINED IN A NORMAL NEAT MANNER IN KEEPING WITH ADJACENT NEIGHBORHOOD STANDARDS AND FREE FROM UNCUT WEEDS AND BRUSH AND SHALL BE MAINTAINED FROM UNCLUTTERED OR STORED PERSONAL PROPERTY OR THE PARKING OF VEHICLES AND SERVICE VEHICLES RELATING IN ANYWAY TO BUYERS ADJACENT HOMESITE DURING AND AFTER CONSTRUCTION OR ANY IMPROVEMENTS ON THIS TRACT. NO CAMPERS, BOATS, TRAILERS, MOTOR HOMES, RECREATIONAL VEHICLES, OR VEHICLES OF ANY TYPE, AUTOS, TRUCKS, OR NON-RUNNING VEHICLES OF ANY TYPE ARE TO BE PARKED OR STORED UPON THIS TRACT.

8) ALL ROADS AND DRIVEWAYS ATTACHED TO AND TURNING OFF THE ROAD ON TOP OF THE POND DAM, ARE TO BE CONSTRUCTED OF CRUSHED LIMESTONE OR BETTER GRADE OF ROCK, OR REINFORCED CONCRETE.

9) NO ANIMALS, LIVESTOCK, HORSES, BIRDS OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON THIS TRACT.

10) NO SIGNS OF ANY TYPE, PUBLIC OR PRIVATE TOWER, OR DEVICES OF ANY KIND, INCLUDING T.V. DISH, OR ANY SIGN TO ADVERTISE A HOUSE OR LAND OR TO ADVERTISE ANYTHING SHALL BE PLACED UPON THIS TRACT.

11) NO OIL DRILLING, DEVELOPMENT OR REFINING, QUARRYING OR MINING OF ANY KIND NOR ANY DERRICK OR OTHER ASSOCIATED STRUCTURES SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON THIS TRACT.

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ORIGINAL DIM

AGREED TO & ACCEPTED  
SIGNED *[Signature]* 5-16-93  
DATE

EXHIBIT "B"

12) NO SPIRITOUS, VINOUS OR MALT LIQUORS; ILLEGAL OR PRESCRIBED DRUGS OR MEDICATED BITTERS, CAPABLE OF PRODUCING INTOXICATION OR ADDICTION, SHALL EVER BE SOLD OR OFFERED FOR SALE OR STORED OR DISTRIBUTED FROM THIS TRACT NOR SHALL SAID PREMISES OR ANY PART THEREOF BE USED FOR VIOLATION OF THE LAWS OF THE STATE OF TEXAS OR OF THE UNITED STATES, OR OF ANY OTHER LAW ENFORCEMENT, HEALTH, SANITARY, BUILDING OR FIRE CODE, REGULATIONS OF THE SAN JACINTO RIVER AUTHORITY, WILLIS INDEPENDENT SCHOOL DISTRICT, THE CONROE E.T.U. RULES OR REGULATION: OR INSTRUCTIONS RELATING TO OR AFFECTING THE USE, OCCUPANCY OR POSSESSION OF THIS TRACT.

13) NO PORTION OF THIS TRACT SHALL BE USED OR MAINTAINED AS A CAMPING GROUND OR FOR THE DUMPING OF RUBBISH, TRASH, GARBAGE OR OTHER WASTE AND SHALL NOT BE KEPT EVEN IN SANITARY CONTAINERS FOR FREQUENT REMOVAL NOR ANY INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL, NOR SHALL ANY BURNING OF ANY TYPE TAKE PLACE ON THIS TRACT.

14) NO POWER SOURCE WILL COME TO THIS TRACT, OVERHEAD OR UNDER GROUND, FROM ANY EXISTING POWER SOURCE, NOW OR IN THE FUTURE, LOCATED TO THE SOUTH OF THIS TRACT, NOR SHALL ANY EASEMENTS BE REQUESTED NOR CAUSED TO CROSS ACROSS ANY LAND NOW OWNED BY BILL AND AGNES D'AMICO, SAVE AND EXCEPT THAT EXISTING ROAD ONLY EASEMENT THAT NOW CROSSES THE D'AMICO HOMESTEAD.

15) FIREARMS DISCHARGE ARE EXPRESSLY PROHIBITED.

16) SELLER OR THEIR HEIRS OR THEIR ASSIGNS SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDING AT LAW OR IN EQUITY, ALL COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS NOW OR WEREAFETER 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.

17) INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

18) THE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF THIS DECLARATION SHALL RUN WITH AND BIND THE PROPERTY AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY ANY ADJACENT PROPERTY OWNER AND 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. THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE DECLARATION MAY BE AMENDED BY AN INSTRUMENT EXECUTED BY BILL AND AGNES D'AMICO, THEIR RESPECTIVE HEIRS, OR ASSIGNS. NO AMENDMENT SHALL BECOME EFFECTIVE UNTIL RECORDED IN THE DEED RECORDS OF MONTGOMERY COUNTY, TEXAS.

19) THE BUYER OF THIS TRACT DOES AGREE THAT SHOULD THE SELLER DECIDE OR BE REQUIRED TO FILE A SUBDIVISION PLATT, BUYER OR THEIR HEIRS OR ASSIGNS, WILL JOIN IN THE EXECUTION OF SAID PLAT.

FILED FOR RECORD

93 JUL 16 PM 4:00

*Roy Harris*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

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.

JUL 16 1993



*Roy Harris*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

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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.

AGREED TO & ACCEPTED!

*Walter Coffey* 5-6-93  
SIGNED DATE