

GF 557664-V

14

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.

2004-122544

Warranty Deed with Vendor's Lien

Date: October 28, 2004

Grantor: BILL G. D'AMICO and wife, AGNES D'AMICO, the said Bill G. D'Amico,  
acting by and through his agent and attorney in fact Bill D'Amico, Jr.

Grantor's Mailing Address: 9224 Lake Conroe Drive,  
Conroe, Montgomery County, Texas 77304

Grantee: LONG Q. PHAM and THAO SILVA, husband and wife

Grantee's Mailing Address: 9622 Willowbridge Park Boulevard,  
Houston, Harris County, Texas 77064

Consideration: Ten Dollars (\$10.00) cash and other good and valuable consideration  
and a note of even date executed by Grantee and payable to the order of FIRST  
HORIZON HOME LOAN CORPORATION, in the principal amount of One Hundred  
Forty Eight Thousand and no/100 Dollars (\$148,000.00). The note is secured by a first  
and superior vendor's lien and superior title retained in this deed in favor of FIRST  
HORIZON HOME LOAN CORPORATION, and by a first-lien deed of trust of even date  
from Grantee to Jerry Baker, Trustee.

Property (including any improvements):

A 1.000 acre tract being out of a part of Reserve "C". Section 1, of TRES  
SUBDIVISION, a subdivision in Montgomery County, Texas, according to the map or  
plat thereof recorded in Cabinet "G", Sheet 39A, of the Map Records of Montgomery  
County, Texas, said one acre tract lying north of and adjoining a 1.000 acre tract  
described in deed filed under County Clerk's File number 2000-050622 in the Official

Public Records of Montgomery County, Texas, subject property being more fully described on exhibit "A" attached hereto and made a part hereof:

Reservations from Conveyance: NONE.

Exceptions to Conveyance and Warranty:


Restrictions and other matters reflected on Exhibits "C", "C-1" and "E", attached hereto and made a part hereof: (Conditions set forth on Exhibit 'E' will terminate if subject lien is foreclosed)

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; restrictions, easements, covenants and previously conveyed or reserved mineral and royalty interests, if any, relating to the herein described property, but only to the extent they are still in effect and shown of record in the herein above mentioned County and State, and to all zoning laws, regulations, and ordinances of municipal and/or governmental authorities, if any, but only to the extent they are still in effect relating to the herein above described property; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements, and taxes for current year, (which Grantee assumes and agrees to pay).

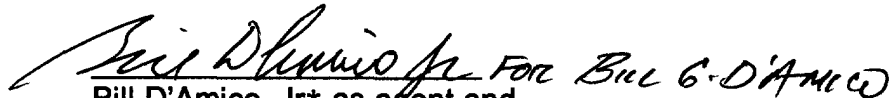
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee 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.

FIRST HORIZON HOME LOAN CORPORATION, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of FIRST HORIZON HOME LOAN CORPORATION, and are transferred to FIRST HORIZON HOME LOAN CORPORATION, without recourse against Grantor.



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

  
Bill G. D'Amico,  
by agent and attorney in fact,  
Bill D'Amico, Jr. AKA Bill D'Amico, II

  
Agnes D'Amico

  
Bill D'Amico, Jr.; as agent and  
attorney in fact for  
Bill G. D'Amico  
\*AKA Bill D'Amico, II

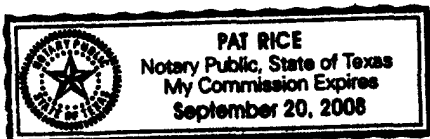
AGREED AND ACCEPTED:

  
Long Q. Pham  
  
Thao Silva

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

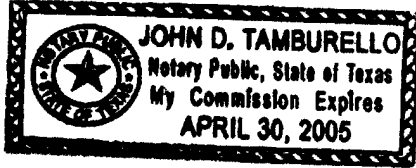
This instrument was acknowledged, before me, on this the 28 day of  
October, 2004, by Long Q. Pham and Thao Silva.

  
Notary Public, State of Texas



THE STATE OF TEXAS §  
COUNTY OF HARRIS §

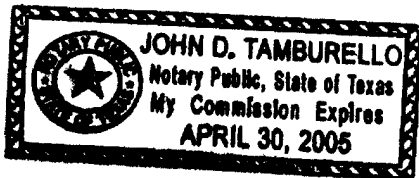
This instrument was acknowledged, before me, on this the 28 day of October, 2004, by Agnes D'Amico.

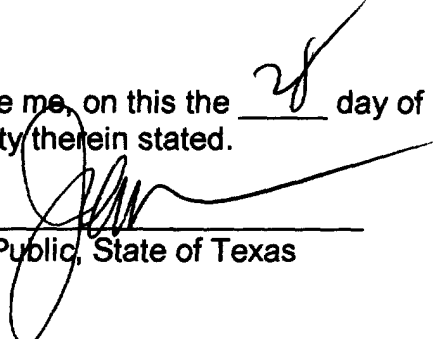


  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged, before me, on this the 28 day of October, 2004, by Bill D'Amico, Jr., in the capacity therein stated.



  
Notary Public, State of Texas

Return to and  
Mailing address of grantee:

Long Q. Pham  
Thao Silva  
9622 Willowbridge Park Blvd.  
Houston, Texas 77064

GF 557664-V

Property (including any improvements):

A 1.000 acre tract being out of a part of Reserve "C". Section 1, of TRES SUBDIVISION, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet "G", Sheet 39A, of the Map Records of Montgomery County, Texas, said one acre tract lying north of and adjoining a 1.000 acre tract described in deed filed under County Clerk's File number 2000-050622 in the Official Public Records of Montgomery County, Texas, subject property being more fully described on exhibit "A" attached hereto and made a part hereof:

as  
sup  
LAD  
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**EXHIBIT "A"**

Legal description for a 1.000 acre tract of land being out of and a part of Reserve "C", Section 1 of TRES SUBDIVISION, according to the map or plat thereof recorded in Cabinet G, Sheet 39A, of the Montgomery County Map Records, said 1.000 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found  $\frac{1}{2}$  inch iron rod at a point of curvature of a curve to the right, having a radius of 162.06 feet, said point being on the south line of Lake Conroe Drive (60') and the northerly line of said Reserve "C";

THENCE Northwesterly with said northerly line of Reserve "C" along said curve to the right, passing a found  $\frac{1}{2}$  inch iron rod at 88.30 feet, passing a second found  $\frac{1}{2}$  inch iron rod at an additional 50.00 feet, and continuing an additional 50.00 feet (a total distance of 188.30 feet) to a found capped  $\frac{1}{2}$  inch iron rod for the southeast corner and PLACE OF BEGINNING of the herein described 1.000 acre tract of land;

THENCE S 71 deg. 28 min. 08 sec. W, a distance of 145.03 feet to a found capped  $\frac{1}{2}$  inch iron rod;

THENCE N 77 deg. 49 min. 48 sec. W, a distance of 204.11 feet to a found capped  $\frac{1}{2}$  inch iron rod for the northwest corner of this tract;

THENCE N 46 deg. 32 min. 13 sec. E, a distance of 40.25 feet to an angle point;

THENCE N 23 deg. 22 min. 20 sec. E, a distance of 86.57 feet to an angle point;

THENCE N 74 deg. 43 min. 00 sec. E, a distance of 95.75 feet to a found  $\frac{1}{2}$  inch iron rod and angle point;

THENCE N 03 deg. 00 min. 43 sec. E, a distance of 27.43 feet to a set capped  $\frac{1}{2}$  inch iron rod and point for northwest corner of this tract;

THENCE S 69 deg. 02 min. 26 sec. E, a distance of 197.43 feet to a set capped  $\frac{1}{2}$  inch iron rod in the common line of Reserve "C" and Lake Conroe Drive for the northeast corner of this tract;

THENCE S 08 deg. 19 min. 55 sec. W along the westerly line of Lake Conroe Drive, a distance of 36.12 feet to a found  $\frac{1}{2}$  inch iron rod and point of curvature of a curve to the left;

THENCE southerly along said curve having a radius of 162.06 feet, a distance of 50.57 feet to the PLACE OF BEGINNING and containing 1.000 acre of land, more or less.

W  
TS  
LQP  
TS

EXHIBIT "C"

701-10-1659

RESTRICTIONS on subject parcel, hereafter known as the subject ONE acre tract (out of Reserve "C" out of a 16.23 acre tract) out of 65.61 acre recorded subdivision in the Elijah Collard Survey, A-7, Montgomery County, Texas.

(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 C-1 that runs adjacent to and follows the road easement for "Lake Conroe Drive" or nearer to said lots sides than <sup>(SEE C-1)</sup> feet and some parcels building lines may be shown as related to the S.J.R.A. 201 prevailing elevation line.

Exhibit C

James H. 10.3.04 09/21/04  
John Silva 09/21/04

Page 1 of 6 pages

ad  
TS  
LAP

(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 homestead, 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 area 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. <sup>OR STORAGE</sup>

No garage or carport shall face and open to "Lake Conroe Drive" at less <sup>OR TO SELLER'S HOUSE</sup> than ninety degree angle except that at the sole option of the Architectural Control Committee (NORTH)

Exhibit C

James L. Gutz 09/21/04  
James L. Gutz 09/21/04

*[Handwritten signature]*

LQ  
TS



(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 spiritous, 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 C

<u>Franklin G. Quirz</u>	<u>09/21/04</u>
<u>Elaine Silva</u>	<u>09/21/04</u>
_____	____/____/____

Page 3 of 6 pages

*[Handwritten signature]*  
*[Handwritten initials]*  
 LQP  
 TS

(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," OR SELLER'S HOME

(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." OR SELLER'S HOME

(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

Christopher Davis 09/21/04  
John S. Davis 09/21/04  
 \_\_\_\_\_

Page 4 of 6 pages

*[Signature]*  
 LQD  
 TS

(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 inure 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.

4. (V) Owners of subject ONE 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

James Herz	09/21/04
Chad Silver	09/21/04

Page 5 of 6 pages

*[Signature]*

Loop TS

(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 1 ac. restricted area (no construction) ~~along the east side of the west property line and no trees of greater than 2 1/2" diameter at 15" above the adjacent ground, shall be cut prior to written approval by the Architectural Control Committee.~~

(Z) The fence line along "Lake Conroe Drive," the water well, and aerobic sewer system location, are identified on each parcel exhibit SEE <sup>COUNTY OR</sup> SJRA GUIDELINES

Exhibit C

Lambert 07/21/04  
Lambert 07/21/04  
1 1

*[Signature]*

*LP  
TS*

*ask*

STEPHEN A. DANTON ET UX  
1.218 ACRES

25'  
SET BACK  
FROM P.H.

25' -  
SET BACK  
FROM P.H.

SEE  
S.J.R.A.  
GUIDELINES  
FOR WATER  
SET BACK

**CONVOC**

RANDALL SEEHAUSEN  
1 000 ACRE  
725-00-1459 RPRMCT

EXHIBIT C-1  
JET BACKS

40  
TS

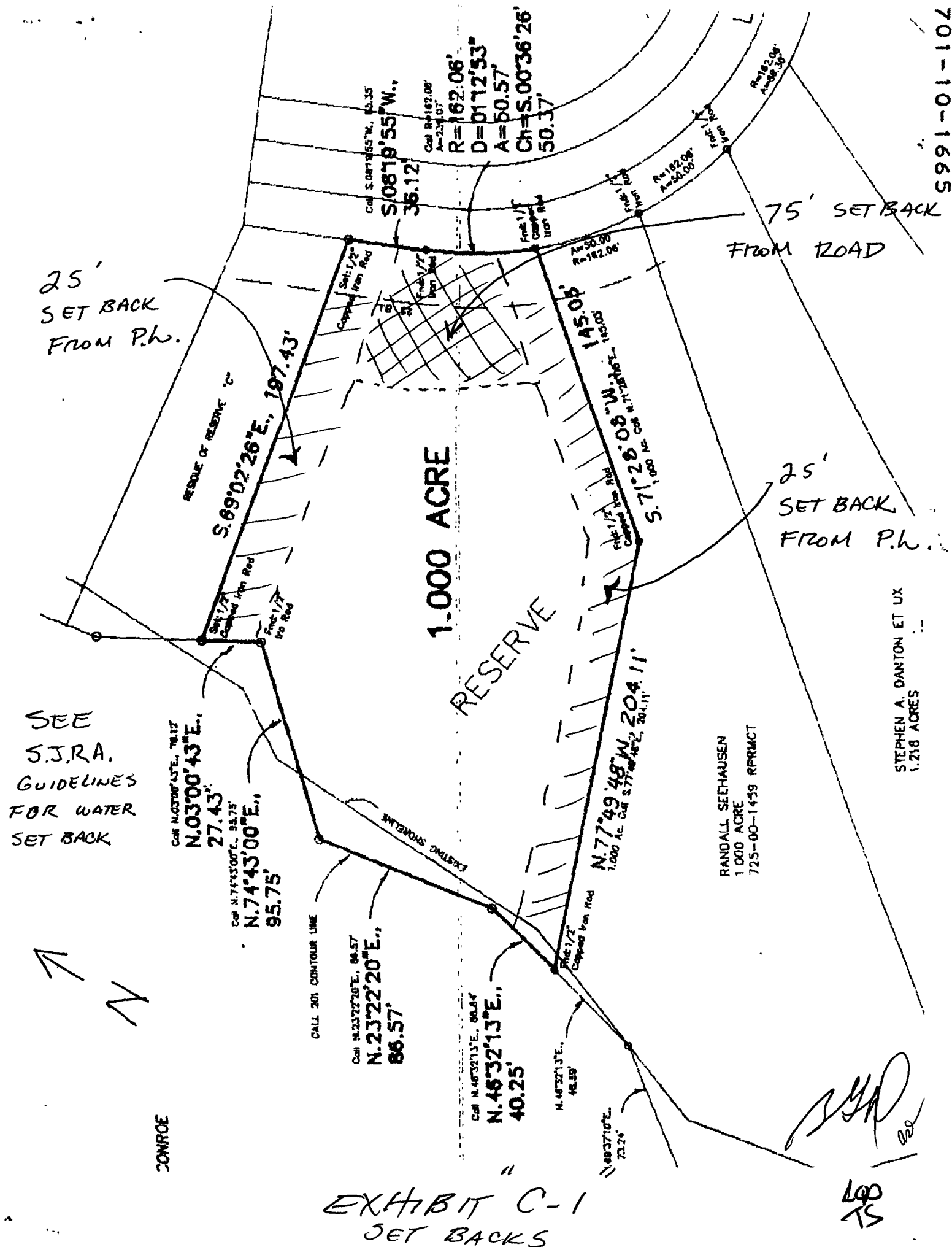


EXHIBIT "E"

701-10-1666

**\*\* 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: Cumby, Bruce Date: 09/21/04

Buyer: Chavez, Silvia Date: 09/21/04

Seller: Bill D'Amico Date: 9/21/04  
and Licensed Real Estate Broker

Subject \* Tract: 1 acres

**RECORDS 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 blackouts, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify 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 at Montgomery County, Texas.

NOV - 2 2004

FILED FOR RECORD

2004 NOV - 2 PM 2: 13

Mark Turnbull  
COUNTY CLERK  
MONTGOMERY COUNTY TEXAS



Mark Turnbull

County Clerk  
Montgomery County, Texas

[Signature]  
LGO  
TS