950-00-0225

2001-088346

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WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS ()

COUNTY OF MONTGOMERY ()

THAT, WALTER I. KING and wife, BARBARA J. KING, hereinafter called Grantors, (pertaining to the sale of Tract One (1) hereinafter described) and BILL G. D'AMICO and wife, AGNES D'AMICO, hereinafter called Grantors, (pertaining to the sale of Tract Two (2) hereinafter described), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration in hand paid by the Grantees herein, the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the sum of TWO HUNDRED FORTY TWO THOUSAND TWO HUNDRED AND NO/100 (\$242,200.00) DOLLARS, a portion of which is for the purchase of the herein described property, of even date herewith payable to the order of WOODFOREST NATIONAL BANK, bearing interest at the rate therein provided; said Note being secured by the Vendor's Lien herein reserved and is additionally secured by a Deed of Trust of even date herewith, executed by the Grantees herein to GEORGE V. SOWERS, JR., Trustee, has GRANTED, SOLD, and CONVEYED, these presents does GRANT, SELL and CONVEY, unto

JAMES T. GROSS and wife, DIANNA R. GROSS

63:ARRHXWIND SOLUTI

2440 Carriage Ridge Lane

MONFOMERY, TEXAS 77356

77384

hereinafter called Grantees, all that certain lot, tract or parcel of land, together with all improvements thereon, lying and being situated in the County of Montgomery, State of Texas, to-wit:

TRACT ONE (1):

BEING PART OF LOT SIX (6), IN BLOCK ONE (1), OF TRES, A SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT CABINET G, SHEET 39A, OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART HEREOF.

TRACT TWO (2):

BEING THE EAST 0.1890 ACRE TRACT OF LAND OUT OF RESERVE "B", IN BLOCK ONE (1), OF TRES, A SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT CABINET G, SHEET 39A, OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A-2" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is made and accepted expressly subject to any and all restrictions, covenants, assessments, maintenance charges, 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, 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 hereinabove described property. Restrictions for the hereinabove described Tract Two (2) are attached hereto and made a part hereof as EXHIBIT "B".

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantees Grantee's heirs, legal and personal representatives and assigns forever; and Grantors do hereby bind themselves, their legal representatives, successors and assigns to Warrant and Forever Defend, all and singular the said property unto Grantees, Grantees' 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.

WOODFOREST NATIONAL BANK, at the instance and request of Grantees herein, having advanced and paid in cash to the Grantors herein that portion of the purchase price of the herein described property as is evidenced by the hereinbefore described \$242,200.00 Note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said WOODFOREST NATIONAL BANK and the same are hereby TRANSFERRED and ASSIGNED to said WOODFOREST NATIONAL BANK.

EXECUTED this 26 day of September, 2001.

WALTER I. KING

RADRADA I KINE

BILL G. D'AMICU

AGNES D'AMICO

ATTACHED TO DEED FROM KING AND D"AMICO TO GROSS

AGREED AND ACCEPTED:

James T. Gross

Dianna P Cross

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me, on this the day of September, 2001, by James T. Gross and Dianna R. Gross.

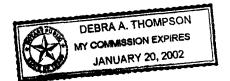
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

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COUNTY OF LOWEDMLY O

This instrument acknowledged before me on this the <u>28</u> day of September, 2001, by WALTER I. KING and wife, BARBARA J. KING.



NOTARY PUBLIC. STATE OF TEXAS

THE STATE OF TEXAS

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COUNTY OF MONEYOMEN O

This instrument acknowledged before me on this the 28 day of September, 2001, by BILL G. D'AMICO and wife, AGNES D'AMICO.

NOTARY PUBLIC, STATE OF TEXAS

Ware 2

August 24, 2001

METES & BOUNDS DESCRIPTION Exhibit "#"1" Page 1 of 1 Page

BEING 0.8110 of one acre of land in the Elijah Collard Survey, A. 7, Montgomery County, Texas out of I at 6, Block I of Tres Subdivision, map of which is recorded in Cabinet G, Page 39A of Montgomery County Map Records, said Lot 6 also being described in deed to Walter King recorded under film code #231-00-1808 of the Real Property Records of Montgomery County, Texas (RPRMCT), said 0.8110 of one acre being more particularly described as follows:

DEGINNING at a 1/2" iron rod found for the southwest corner of sind Lot 6 and the southeast corner of Reserve "D" of Trea Subdivision, in the north line of Lake Conroe Drive on a curve to the left, for the southwest corner of horein described tract;

THENCE N.13°38'03"E., (Call N 13°21'10"E., 173.57') along the west line of Lot 6 and the east line of Reserve "B" for a distance of 173.83 feet to a 5/8" iron rod found for their northwest and northeast corners respectively, also the southeast corner of Em1 Williams 0.510 acre tract described in deed recorded in Volume 1113, Page 516 of Montgomery County Deed Records (MCDR) and the southwest corner of the Ross Family Trust 17.4982 acre tract described in deed recorded under film code #230-00-1316 RPRMCT, for the northeast corner of herein described tract;

THENCE N.83°30'10"E., (Call N.83°30'10"E., 418.76') along the north line of Lot 6 and the south line of said 17.4982 acres for a distance of 151.76 feet to a capped 1/2" iron rod set for the northeast corner of herein described tract:

THENCE S.07°44'19"E., crossing said Lot 6 for a distance of 199.03 feet to a capped 1/2" froin rod set for the southeast corner of herein described tract in the south line of said Lot 6 and in the north line of Lake Conroe Drive.

THENCE S.81°52'10"W., (Call S.81°52'10"W., 335.69') along the south line of Lot 6 and the north line of Lake Conroe Drive for a distance of 68.36 feet to a 1/2" fron rod found for the P. C. of a curve to the right;

THENCE in a westerly direction continuing along the south line of Lot 6 and the north line of Lake Conroe Drive on a curve to the right having a radius of 140.66 feet and a central angle of 29^27'22" (Call R=140.66' Arc = 72.31') for a distance of 72.31 feet, chord bears N.83°24'10"W., 71.52 feet, to a 1/2" iron rod found for the end of said curve and the beginning of a curve to the left;

THENCE continuing in a westerly direction along the south lien of Lot 6 and the north lien of Lake Conroe Drive on a curve to the left having a radius of 187.46 feet and a central angle of 24°54'10" (Call R = 187.46' Arc = 81.50') for a distance of 81.48 feet, chord bears N.81°07'32"W., 80.84 feet, to the POINT OF BEGINNING and containing 0.81 to of one acre of land.

This description was prepared in conjunction with a boundary survey and plat prepared this date by C & G Land Surveyors to which further reference is hereby made.

Vnswks/documents/0 8110 Acre Tract Tres Subdivision

BILL D'AMILO

August 24, 2001

METES & BOUNDS DESCRIPTION Exhibit "#22" Page 1 of 1 Page

BEING 0.1890 of one acre of land in the Elijah Collard Survey, A-7, Montgomery County, Texas and being out of and a part of Reserve "B" of Tres Subdivision, map of which is recorded in Cabinet G, Sheet 39A of Montgomery County Map Records, said 0.1890 of one acre being more particularly described as follows:

BEGINNING at a 1/2" iron rod found marking the southeast corner of said Reserve "B" and the southwest corner of Lot 6, Block 1 of Tres Subdivision, in the north line of Lake Conroe Drive on a curve to the left, based on a 60' right of way, for the southeast corner of herein described tract;

THENCE in a westerly direction along the south line of Reserve "B" and the north line of Lake Conroe Drive on a curve to the left, having a radius of 187.46' and a central angle of 06°54'10" (Call R=187.46' Arc = 22.56') for a distance of 22.58 feet to a 1/2" iron rod found for the end of said curve;

THENCE S.79°22'46"W., (Call S.79°22'46"W, 77 77') continuing along the south line of Reserve "B" and the north line of Lake Conroe Drive for a distance of 19 95 feet to a capped 1/2" from rod set for the southwest corner of herein described tract;

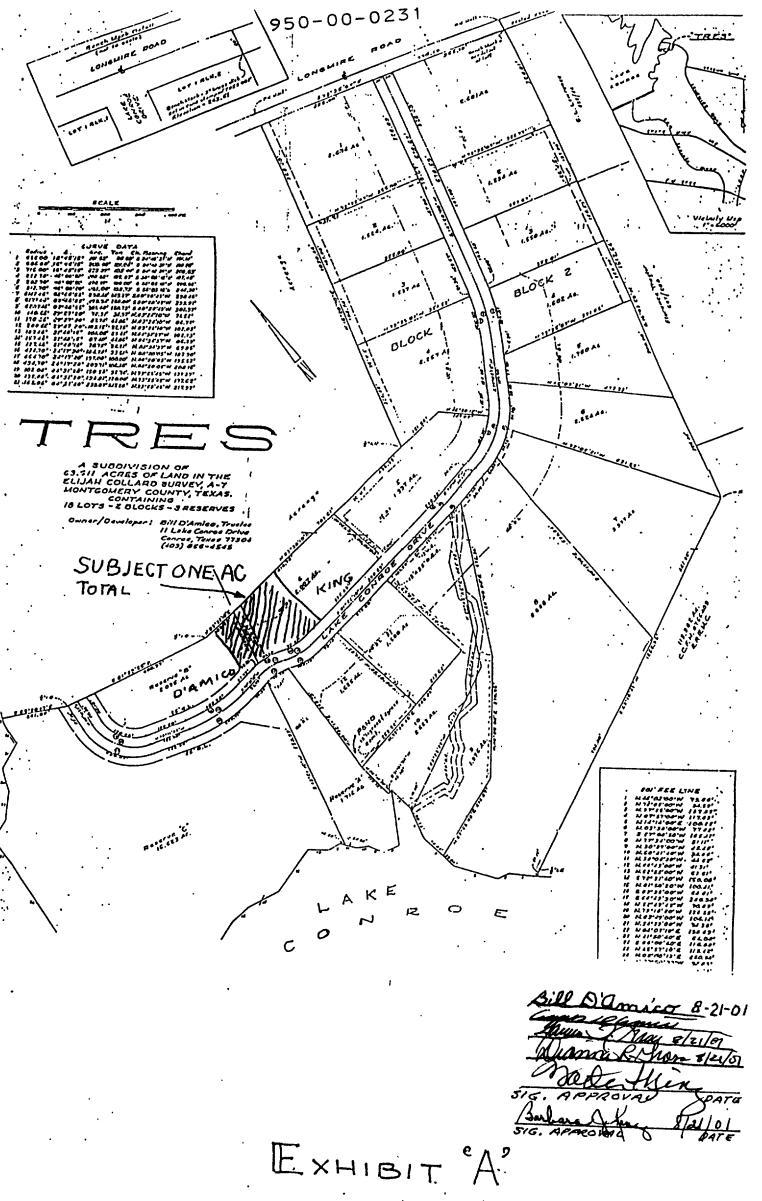
THENCE N 08°19'55"E., crossing Reserve "B" for a distance of 170.55 feet to a capped 1/2" iron rod set for the northwest corner of herein described tract in the north line of Reserve "B" and the south line of Earl Williams 0.510 acre tract described in deed recorded in Volume 1113, Page 516 of Montgomery County Deed Records (MCDR);

THENCE N.83°25'21"E., (Call N.83°32'01"E., 109.22') along the north line of Reserve "B" and the south line of said 0.510 acre tract for a distance of 58.68 feet to a 5/8" iron rod found marking the northeast corner of said Reserve "B". the southeast corner of said 0.510 acre, the southwest corner of the Ross Family Trust 17.4982 acre tract described in deed recorded under film code #230-00-1316 of the Real Property Records of Montomery County, Texas (RPRMCT), and the northwest corner of said Lot 6, for the northeast corner of herein described tract;

THENCE S.13°38'03"W., (Call S.13°21'10"W., 173.57') along the east line of Reserve "B" and the west line of Lot 6 for a distance of 173.93 feet to the POINT OF BEGINNING and containing 0.1890 of one acre of land.

This description was prepared in conjunction with a boundary survey and plat prepared this date by C & G Land Surveyors to which further reference is hereby made.

\Instrinstriks\documents\0 1890 Acre Tract Tres Subd.



- EXHIBIT "B" PAGE 1

- (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 and 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 and the state of the premises; and (2) a tool shed or work shop and the state of the premises of 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, that may be expanded to include up to three additional property owners, when 3/4ths of the property is sold. Any structure and membership change in the architectural control committee shall not be effective until reduced to writing and recorded in the real property records of Montgomery County, Texas.

In the event of death or resignation of any member of the architectural control committee, the remaining member shall have full authority to designate a successor.

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 '__' that runs adjacent to and follows the road easement for "Lake Conroe Drive" or nearer to said lots sides and rear lines than 35 feet.
- (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, barn, stable or out-building erected on this tract or any mobile unit including vans and motorhomes shall 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 and one-half acres 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 eighteen hundred (1800) square feet on one-story dwellings and shall contain not less than two thousand, four hundred (2,400) square feet on two story dwellings. Said

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 along the front sides of building units. All buildings shall be constructed with brick or stone or a combination of the two 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 and all building or 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 fifteen hundred (1500) net square feet.

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.

- (G) All roads and driveways off "Lake Conroe Drive" are to be existed littlestone or better grade rock, to all buildings.

 The state of the state of
- (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. If needed, owners are 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 or passenger vehicles and service vehicles relaying 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 vehicles are to be parked or stored within view of "Lake Conroe Drive", nor in the front of any residence.
- (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 lease at all times. *(Horses and school spensored or 4H Club projects may be allowed, provided there is not more than an aggregate total of one per if (115) are and one per each additional one half acre (net area of 3 11-0 of fenced pasture after deducting for relative support structures, ie: barn, stables, etc.)

 thereafter and providing pastures, paddocks, barns, pens, stables, and all improvements for keeping animals, be approved in writing by the Architectural Control Committee).
- (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.
- (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.

operations of any kind shall be permitted, nor shall oil wells, tanks, tunnels, runnels, runnels, excavations or shalls be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted.

950-00-0234

- (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) No fence, wall, hedge nor any pergola or other attached structure or tree, may be planted nor constructed between any improvement (see (B) and the closest utility or road easement for "Lake Conroe Drive", nor any item so placed anywhere that would be the sole cause of obscuring or blocking the view of Lake Conroe from any portion of the 48.152 acre overall tract. Reserve B'

 BRICKENSIONE

 ORIGINAL PRINT PROPERTY OF THE PRO

All fences, mail boxes, and any other object constructed or placed along the "Lake Conroe Drive" road easement, within the space between said easement and the recorded building set back line, shall require the permission and written approval of the Architectural Control Committee prior to construction. It is the intent that these "Front" fences be constructed out of brick wood or purcht jean only, as in contrast for example to all types of wire fences, when same are in close view of "Lake Conroe Drive".

DRG (12/01) 3P

In no case shall outside clothes lines 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 discharge are expressly prohibited.
- (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 roadway and points twenty-five feet from the intersection. No tree should 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) Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions 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 48.152 acres containing eighteen lots and Reserve "A" 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 a majority vote of the Architectural Control Committee of the

950-00-0235

(V) Owners of each and all lots and Reserve "A" agree that should the seller decide or be required to file a subdivision plat for the adjacent Reserve "B" and "C", they will join in the execution of said plat.

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JTG. 8/21/07 PRG 8/21/01 BQQ 8/21/01 DDA 8/21/01 30 9/21

EXHIBIT "B" PAGE 5

EXHIGH

** 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 8/21/61by written notification so advise Bill D'Amico (if Bill D'Amico, his for 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.

Seller: Bill D'amico

and Licensed Real Estate Broker

Subject * Tract: ONE acre (out of Reserve 'B'of LOT" 6, BLK#1 Out of 63.61 acres in Elijah Collard Survey in Montgomery County, Texas.

EXHIBIT G

950-00-0237 EXHIBIT BH BO JIN

A SELLER OF A PARCEL OF RAW LAND, WITHOUT A DWELLING, THAT IS IN ACCORDANCE WITH ALL EXHIBITS ATHROUGH H THIS PARCEL IS RESTRICTED TO NOT MORE THAN ONE SINGLE FAMILY DWELLING, TO BE CONTRUCTED ON IT BY James T. - DIANNA R. CHOSS WE THE BUYERS, ARE RELYING UPON OUR SOLE INSPECTION & AGREE THE PARCEL AS IS AND ALL OF THESE EXHITS AND AGREEMENT ARE SURVIVE THE CLUSING.

PERHER: S MEMORANDUM: At the time of recordation, this instrument was found to be inadequate for the best photographic reprodution because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instument 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.

OCT - 3 2001



Montgomery County, Texas

DATE

VOID

after recording, Please return to:

North American Title Company 2200 Post Oak Blvd., Ste. 100 Houston, TX 77056

FILED FOR RECORD 2001 OCT -3 AM 9: 23

MONTGOMERY COUNTY, TEXAS

EXHIBIT "B" PAGE 7