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GENERAL WARRANTY DEED
WITH VENDOR'S LIENTHE STATE OF TEXAS *
*
COUNTY OF MONTGOMERY *

KNOW ALL MEN BY THESE PRESENTS:

THAT BILL D'AMICO, TRUSTEE, of MONTGOMERY County, Texas, hereinafter called "GRANTOR", (whether one or more), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash and other good and valuable consideration to GRANTOR in hand paid by MICHAEL D. WALE and wife, DIANA M. WALE, hereinafter called "GRANTEE" (whether one or more), the receipt of which is hereby acknowledged, and in further consideration of the execution and delivery by GRANTEE to GRANTOR of a promissory note of even date herewith payable to GRANTOR in the principal sum of SEVENTY SEVEN THOUSAND AND NO/100 (\$77,000.00) DOLLARS, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said GRANTEE, the following described property in Montgomery County, Texas, to-wit:

Being 4.600 acres of land in the Elijah Collard Survey, A-7, Montgomery County, Texas and being out of and a part of a certain 48.152 acre tract of land as described by Deed Recorded in Volume 806, Page 138, of the County Deed Records, said 4.600 acres being more particularly described as follows:

COMMENCING at the Southeast corner of the said 48,152 acre tract, same being the Southeast corner of a called 363 acre tract of land as described by deed recorded in Volume 239, Page 446, of the County Deed Records;

THENCE S. 63 degrees, 16' 41" W., along the South line of the above mentioned tracts for a distance of 1,255.95 feet to a point at the intersection of the 201 Fee line of Lake Conroe;

THENCE in a Northwest direction along said 201 line as follows;

1. N. 46 degrees 02' W., 79.86 feet;
2. N. 76 degrees 02' W., 34.59 feet;
3. N. 37 degrees 25' W., 132.85 feet;
4. N. 07 degrees 57' W., 39.81 feet to the SOUTH corner and POINT OF BEGINNING of the herein described tract;

746-01-2193

THENCE continuing in a Northerly direction along said 201 line as follows:

1. N. 07 degrees 57' W., 78.03 feet;
2. N. 14 degrees 14' E., 100.25 feet;
3. N. 03 degrees 38' W., 77.82 feet;

THENCE S. 71 degrees 01' 34" W., leaving said 201 line for a distance of 14.10 feet to a point for corner in the centerline of a slough;

THENCE N. 06 degrees 18' 28" W., along the above mentioned centerline, for a distance of 112.12 feet to the West corner of the herein described tract;

THENCE N. 77 degrees 30' 35" E., leaving said centerline, passing at 13.07 feet a 1/2" iron rod set for a reference corner and continuing in all for a distance of 466.84 feet to a 1/2" iron rod set for an inner corner of the herein described tract;

THENCE N. 08 degrees 07' 50" W., for a distance of 298.59 feet to a 1/2" iron rod set for the Northwest corner of the herein described tract, in the South line of a 60 foot road easement as described by deed recorded in Volume 816, Page 415, of the County Deed Records;

THENCE N. 81 degrees 52' 11" E., along the above mentioned South line for a distance of 101.50 feet to a 1/2" iron rod found for the beginning of a curve to the left;

THENCE in an Easterly direction continuing along the South line of the said 60 foot road easement with said curve to the left having a radius of 6,207.46 feet, a central angle of 02 degrees 03' 00", for an arc length of 222.10 feet to a 1/2" iron rod found for the Northeast corner of the herein described tract;

THENCE S. 28 degrees 00' 00" W., leaving the South line of the 60 foot road easement, for a distance of 472.34 feet to a 1/2" iron rod found for corner;

THENCE S. 40 degrees 00' 00" W., for a distance of 370.95 feet to a 1/2" iron rod found for corner;

THENCE S. 67 degrees 55' 06" W., passing at 256.67 feet to a 1/2" iron rod found for reference and continuing in all for a distance of 276.67 feet to the POINT OF BEGINNING and containing in all 4.600 acres of land.

This description is based upon a Land Title Survey and plat as prepared by Jeffrey Moon and Associates, Inc. dated August 6, 1991. Bearings are based upon the North line of the said 48.152 acre tract, S. 73 degrees 35' 10" E.

The Note in favor of GRANTOR, above referred to, is payable in the manner and bears interest at the rate therein specified and provides for collection fees and acceleration of maturity in the event of default. The payment of said Note is secured by the retention herein of a Vendor's Lien and Superior Title to the property for the benefit of GRANTOR and is additionally secured by Deed of Trust of even date herewith executed by GRANTEE to JOSEPH M. HILL, TRUSTEE for GRANTOR, to which reference is made for all purposes.

This conveyance is given and accepted subject to: (1) all and singular the restrictions, covenants, conditions, limitations, easements and mineral reservations, if any, applicable to and enforceable against the above described property as reflected by the records of the county in which it is located; (2) those certain restrictions attached hereto as Exhibit "B"; and (3) Grantee's covenant, agreement and restriction, which it is agreed will run with the land, not to do or allow to be done on the Property anything which would restrict the free access to or passage in either direction upon that certain creek or waterway which runs along the western edge of the Property herein conveyed.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging to the said GRANTEE, their heirs and assigns forever, and GRANTOR does hereby bind himself, his successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said GRANTEE, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by GRANTEE.

But it is expressly agreed and stipulated that the said Vendor's Lien and Superior Title in and to the above-described property are retained against the property, until the above-described note and all interest thereon are fully paid according to its face and tenor, effect and reading thereof, when this deed shall become absolute.

746-01-2195

The use of any pronoun herein used to refer to GRANTOR or GRANTEE shall be deemed a proper reference even though GRANTOR and/or GRANTEE may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations, and/or partnerships, and when the Deed is executed by or to a corporation or trustee the words HEIRS, EXECUTORS AND ADMINISTRATORS, or HEIRS AND ASSIGNS shall, with respect to such corporation or trustee be construed to mean SUCCESSORS AND ASSIGNS.

EXECUTED this 23 day of September, 1991.

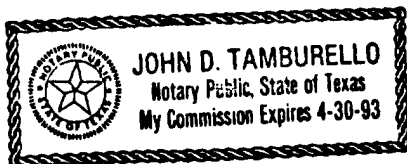
Bill D'Amico Trustee
BILL D'AMICO, TRUSTEE

STATE OF TEXAS *

COUNTY OF HARRIS *

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared BILL D'AMICO, TRUSTEE, known to me to be the person who executed the foregoing instrument and who acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of September, 1991.



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

GRANTEE'S ADDRESS:

Mr. and Mrs. Michael D. Wale
515 Lake Conroe Hill Drive
Willis, Texas 77378

DECLARATION OF
RESTRICTIONS

RESTRICTIONS on 4.600 acres of land in the Elijah Collard Survey, A-7, Montgomery County, Texas and being out of and a part of a certain 48.152 acre tract, attached to and a part of that Deed between *BILL D'AMICO, TRUSTEE, GRANTOR* and *MICHAEL D. WALE and DIANA M. WALE, GRANTEE*.

(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/or stables or barn, 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, including shrubbery and cutting of trees, 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 Cecilia D'Amico, that may be expanded to include up to three additional members at the sole discretion of this original and existing Architectural Control Committee. Any change in the structure and membership of 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.

EXHIBIT "B"

746-01-2197

In the event the Architectural Control Committee fails to approve or disapprove within thirty (30) days after the receipt of the required plans and specifications, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

(C) Except as may be authorized in writing by the Architectural Control Committee, no portion of any building shall be located nearer than 150' to the closest utility easement line that runs adjacent to and follows the road easement for "Lake Conroe Drive" or nearer to this tracts sides and rear lines than 35'. No slab or foundations of any type shall be located nearer than 35' to this tracts sides and rear lines.

(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 or 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 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 proper, exclusive of garage, shall contain not less than two thousand (2,000) 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 square foot areas shall be measured exclusive of open porches, garages and servant's quarters. Garages may be built attached to or separate from the dwelling proper.

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 unit. 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

EXHIBIT "B"

of these restrictions. No building shall be erected off of the premises and moved from other premises onto this tract and all building or units shall be constructed on said premises. In the event of a multi-story dwelling unit, the ground floor area, exclusive of open porches and garages, shall not be less than one thousand five hundred (1,500) net square feet.

No garage or carport shall face and open to "Lake Conroe Drive" at less than a ninety degree angle 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.

(G) All roads and driveways off "Lake Conroe Drive" are to be finished concrete from "Lake Conroe Drive". However the Architectural Control Committee may approve variations from such construction requirements.

(H) In the event B.G.D'AMICO and wife, AGNES CECILIA D'AMICO, or their heirs or assigns, at their sole and exclusive option, decide to construct or have constructed a sewer and/or water and/or gas system to serve and benefit lands now owned or hereinafter owned or controlled by B.G.D'AMICO and wife, AGNES CECILIA D'AMICO, or their heirs and assigns, situated in the Elijah Collard Survey, Montgomery County, Texas, the owner of this tract, as described in the exhibits attached hereto shall be obligated to utilize said sewage and/or water and/or gas facilities, upon thirty (30) days written notice from B.G.D'AMICO and wife, AGNES CECILIA D'AMICO, or their heirs or assigns, that said system is operational. The owner of this subject tract shall at his own expense install any and all service lines and related equipment necessary to connect any residential dwelling situated on the subject tract. Upon the utilization of said system, said owner shall pay the same service rates imposed for the use of said system or systems by others utilizing said system.

(I) 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 this tract for underground utilities.

(J) 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

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746-01-2199

passenger vehicles and service vehicles relating to this tract during and after construction of any improvements on this tract. No campers, boats, trailers, motor homes, recreational vehicles of any type or non-running vehicles are to be parked or stored within view of "Lake Conroe Drive", nor in the front of any residence.

(K) 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. (*HORSES AND SCHOOL SPONSORED OR 4H CLUB PROJECTS may be allowed, provided there is not more than an aggregate total of one per first two acres and one per each additional acre thereafter and providing pastures, paddocks, barns, pens, stables, and all improvements for keeping animals, be approved in writing by the Architectural Control Committee).

(L) No spiritous, vinous or malt liquors, illegal or prescription drugs or medicated bitters, capable or producing intoxication or addiction, shall ever be sold or offered for sale on any residential tract out of and including this total 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 police, health, sanitary, building or fire code, regulation, San Jacinto River Authority rules or regulations, or instruction relating to or affecting the use, occupancy or possession of any of this tract.

(M) No signs consisting of advertising display or devices of any type or kind shall be in public view on this tract, 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 the maximum allowable.

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

(O) No portion of this 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 from this tract. All incinerators or other equipment for the storage or disposal of such material shall be kept in a

EXHIBIT "B"

clean and sanitary condition. In no case shall any of the above be located within one hundred (100) feet of any jointly owned property line within the 48.152 acre tract of which this Property is a part.

(P) 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 of which this Property is a part.

No fence shall be constructed on this tract of any material other than brick, wood, wrought iron or smooth wire without the permission of the Architectural Control Committee. Under no circumstances may any form of barbed wire fencing be used on this tract.

No outside clothes line shall be constructed or maintained on this tract within sight of "Lake Conroe Drive"

(Q) 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.

(R) Firearms discharge are expressly prohibited on this tract.

(S) No sight-line limitations may be created by new plants or fences or other new obstructions or any existing 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 of sight lines.

(T) 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 thereafter.

EXHIBIT "B"

746-01-2201

(U) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

(V) 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 acre tract 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 this Declaration may be amended by an instrument executed by a majority vote of the Architectural Control Committee of the 48.152 acre tract. No amendment shall be effective until recorded in the Deed Records of Montgomery County, Texas.

(W) Owners of tract agree that should the Seller decide or be required to file a subdivision plat, they will join in the execution of said plat including the dedication of the portion of the road and utility easements crossing their property.

(X) Should the County of Montgomery require a contribution from the property owners adjoining the "Lake Conroe Drive", to bring same to county specifications for the purpose of incorporating same into the "County Road System", owners of said 4.600 acre tract or any part thereof shall pay their prorata part as based on the ratio of the acreage owned in relation to the original 48.152 acre tract.

✓
PLEASE RETURN TO:
REGENCY TITLE COMPANY
2200 Post Oak Blvd. #100
Houston, Texas 77056
GF No. 91-01-255777

FILED FOR RECORD

91 SEP 25 PM 4:04

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 hereon and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas.

SEP 25 1991



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

EXHIBIT "B"