

GENERAL WARRANTY DEED

THE STATE OF TEXAS

X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

X

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 Paul D. Smith and wife, Joanna Smith (hereinafter collectively called "Grantees"), whose address for mailing purposes is hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged and confessed, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto Grantees all that certain lot, tract or parcel of land, together with all improvements thereon, described as follows:

Lot Six (6), in Block Two (2), 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.

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 "A" 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 Grantees, Grantees' heirs, legal and personal representatives 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 Grantees, Grantees' heirs, legal and personal representatives and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Grantor has agreed to sell the property hereby conveyed to Grantee in reliance on Grantees' representation and warranty that Grantees will not sell the property in an unimproved condition to other parties, but intend to construct a single-family residence ("Residence") thereupon. Accordingly, Grantees hereby grant to Grantor the preferential right to repurchase from Grantees the property if Grantees do not desire to build a Residence thereon and intend to sell the property to a third party in its unimproved condition. In the event that Grantees offer the property for sale, exchange or other form of conveyance prior to the commencement of

construction of a Residence thereon and Grantees receive an acceptable bona fide written offer (the "Sales Offer") for the sale of the property to a third party, Grantees shall first offer the property to Grantor, and Grantor shall have a period of fifteen (15) calendar days after Grantees shall have given Grantor written notice and a copy of the Sales Offer in which to elect to repurchase the property, at Grantor's option, for the price specified in the Sales Offer. If Grantor fails or refuses, within the fifteen (15) day period after the date of delivery of said notice and copy of the Sales Offer, to give Grantees written notice of its election to repurchase the property, Grantor shall be conclusively deemed to have elected not to repurchase the property.

If Grantor exercises its option to repurchase the property as hereinabove provided, the repurchase closing shall occur within thirty (30) days after the date that Grantor exercises such repurchase option. At such closing, Grantor shall receive a credit against the repurchase price in the amount of any indebtedness of Grantees to Grantor which is secured by the property. Simultaneously with the payment of the repurchase price to Grantees, Grantees shall execute and deliver a special warranty deed conveying the property to Grantor, subject only to the matters of title to which the property was subject when conveyed to Grantees.

Executed to be effective as of the 26<sup>th</sup> day of May, 1999.

Bill D'Amico, Trustee  
Bill D'Amico, Trustee

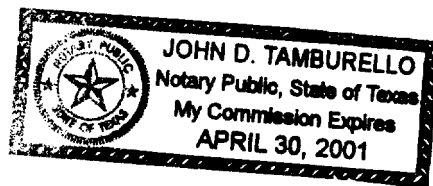
THE STATE OF TEXAS   X  
                                  X  
COUNTY OF HARRIS   X

This instrument was acknowledged before me on the 26 day of May, 1999, by Bill D'Amico, Trustee.

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

Grantees' Address:

12148 Goliad Lane  
Willis, Texas 77378



AGREED AND ACCEPTED TO:


  
\_\_\_\_\_  
PAUL D. SMITH

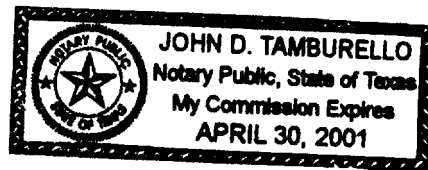
  
\_\_\_\_\_  
JOANNA SMITH

THE STATE OF TEXAS           §

COUNTY OF HARRIS           §

This instrument was acknowledged before me on the 26 day of  
May, 1999, by Paul D. Smith and Joanna Smith.

  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE  
OF TEXAS



RESTRICTIONS on Block #1 and #2, containing 18 Lots, and Reserve "A" in a subdivision of 63.611 acres of land 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 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, 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 <sup>RECORDED PLAT</sup> ~~Exhibit~~ <sup>B.D. JSS P.S.</sup> 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.

B.D. JSS P.S.

(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 square foot areas shall be measured exclusive of open porches, garages and servant's quarters. Garages may be built attached to or separate.

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 multi-story 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 crushed limestone or better grade rock, to all buildings.

B. D.  
P. S. 9/88

(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 sponsored or 4H Club projects may be allowed, provided there is not more than an aggregate total of one per first 1.5 acres and one per each additional one half acre (net area 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.

R.B.D.  
P.S. 9/88

(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 shafts 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) 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.

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 wrought iron only, as in contrast for example to all types of wire fences, when same are in close view of "Lake Conroe Drive".

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.

P. B. D.  
P. A. J. 8/8  
P. A. J. 8/8

(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 48.152 acre tract. No amendment shall be effective until recorded in the Deed Records of Montgomery County, Texas.

(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.

**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.

PLEASE RETURN TO:  
Regency Title Company  
2200 Post Oak Blvd. #100  
Houston, Texas 77056  
GF No. 99-01-82599 JDT/mm

FILED FOR RECORD

99 MAY 28 PM 4:18

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 28 1999



Mark Turnbull  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

*[Handwritten signature]*