

2003-033613

275-10-2088

RECORDED BY
AMERICAN TITLE COMPANY

GF 487640-6

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WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS)
COUNTY OF MONTGOMERY)

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, 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, AGNES D'AMICO, hereinafter called "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by KENNETH A BITGOOD, and wife, DEBORAH H. BITGOOD, (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the execution by Grantees herein of one certain promissory note (The Note) in the sum of FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) payable Grantor ("Beneficiary"), which Note is secured by the Vendor's Lien herein reserved and is additionally secured by a deed of trust of even date herewith to John D. Tamburello, Trustee, 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, lying and being situated in Montgomery County, Texas, to-wit:

1.908 acre tract of land out of Reserve "B", Section 1, of TRES SUBDIVISION, according, to the map or plat thereof recorded in Cabinet 'G', Sheet 39A, of the Montgomery County Map Records, and more particularly described on Exhibit "F" attached hereto and made a part hereof:

This conveyance is made and accepted expressly subject to any and all restrictions, encumbrances, easements, covenants, 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 herein above described property.

This property is also subject to the following items:

- a) Restrictions attached hereto and marked Exhibit C-1, C-2, C-3 & C-4
- b) Restrictions shown on Exhibit "D"
- c) Exclusive right to sell agreement marked Exhibit "E"

- d) Items shown on sketch attached as Exhibit "A" and Exhibit "B"
- e) Twelve (12) feet private emergency access easement (being the West 12 feet of the East 17 feet of subject property) to service the water well on the property of Earl and Barbara Williams described under file number 79-03223 and recorded in Volume 1113 page 516, Deed Records of Montgomery County, Texas. This access easement shall terminate on the earlier of the following events:
 - 1. Conveyance of title to the property by Earl and Barbara Williams by deed, devise or descent
 - or
 - 2. Death of Barbara and Earl Williams

If the use of this access easement is utilized, the Earl Williams, Barbara Williams, or their agent(s) shall be responsible for restoring the property to the same or similar condition prior to the exercise of these rights

- f) Seventy Five (75) feet building line along the southerly and westerly property lines of Reserve "B"
- g) A 15 feet wide (15) feet access easement is retained along the North 15 feet of the Easterly 240 feet of Reserve "B" for the benefit of the present and all future owner(s) of the tracts of land containing 32,508 square feet described in deed to B. G. D'Amico, and wife, Agnes Cecelia D'Amico, and recorded in Volume 780, Page 643 Deed Records, a tract containing 1.408 acres in the E. Collard Survey, A-7, conveyed to Melanie Kaye Faulkner described under Film Code Numbers 006-10-0087 and the tract containing 0.382 acres in the E. Collard Survey, A-7, adjoining on Faulkner tract on the east and now or formerly owned by Beulah Pearl D'Amico, all as more fully described in the Real Property Records of Montgomery County, Texas, for access to the water well site which is located on the property bounded by Reserve "B" Tres Subdivision on the south, Beulah Pearl D'Amico tract on the west, and the Earl and Barbara Williams on the east or northeast.

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' heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns against every person whomsoever claiming or to claim the same or any part thereof.

But it is expressly agreed 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 the face, tenor, effect and reading thereof, when this Deed shall become absolute.

When this deed is executed by more than one person, or when the Grantee is more

than one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, the use of any gender shall include all genders, and when executed by or to a corporation the words "heirs, executors, and administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

EXECUTED to be effective, the 28th day of February, 2003

Agnes D'Amico
 Agnes D'Amico, individually
 and as agent and attorney
 in fact for Bill G. D'Amico

Bill G. D'Amico Agnes D'Amico
 Bill G. D'Amico, by agent and
 Attorney in fact Agnes D'Amico

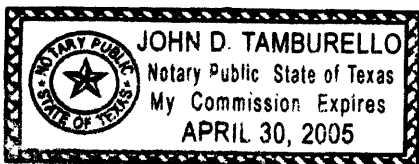
AGREED AND ACCEPTED:

Kenneth A. Bitgood
 Kenneth A. Bitgood

Deborah A. Bitgood
 Deborah A. Bitgood

THE STATE OF TEXAS §
 COUNTY OF MONTGOMERY §

The foregoing instrument was acknowledged before me, on this the 22nd day of March, 2003, by Agnes D'Amico, in the capacities therein stated.

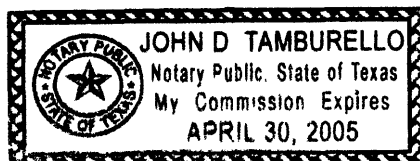


John D. Tamburello
 NOTARY PUBLIC, STATE OF TEXAS

275-10-2091

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

The foregoing instrument was acknowledged before me, on this the 20th day of March, 2003, by Kenneth A. Bitgood and Deborah A. Bitgood.




NOTARY PUBLIC, STATE OF TEXAS

Return to and
Mailing address of Grantee:

Kenneth A. Bitgood
Deborah A. Bitgood
3431 Bristlecone Trail
Spring, Texas 77380

GF 487640-G

RESTRICTIONS on Block #1 and #2, containing 18 Lots, and Reserve "A" ^{and Res' B}
subdivision of 63.611 acres of land in the Elijah Collard Survey, A-7, Montgomery
County, Texas.

275-10-2092

(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.

KAB/L
BD

(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 ~~1~~ ^{KAB} 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

EXHIBIT "C-1"



Kenneth A. Bitgood
Deborah A. Bitgood
BD

8/19/11
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square foot areas shall be measured exclusive of open porches, garages and servant's quarters. Garages may be built attached to or separate. 275-10-2093

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.

(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, i.e. 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.

EXHIBIT "C-2"



2

Kenneth A. Bitgood 2/19/1
Deborah A. Bitgood
B.D.

(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. 275-10-2094

(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.

FENCE MUST BE 3 RAIL WHITE P.V.C. FENCES
SIMILAR TO EXISTING IN SUBDIVISION

KAB / DUB
BD

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.

(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.

KAB / L
BD

(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 :

KAB / DUB
BD

EXHIBIT "C-3"



3

Kenneth A. Bitgood 2/1/11
Deborah A. Bitgood
BD

Montgomery County, Texas.

ORIGINAL PRINT INCOMPLETE

275-10-2095

(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.

EXHIBIT "C" 4



as

4

Kenneth A. Bitgood 8/19/11
Deborah A. Bitgood 8/11/11
B.D.

* A SELLER OF A PARCEL OF RAW LAND, WITHOUT
 A DWELLING, THAT IS IN ACCORDANCE WITH ALL EXHIBITS
A, B, C1 THRU C4, D & E AND
 THIS PARCEL IS RESTRICTED TO NOT MORE THAN ONE
 SINGLE FAMILY DWELLING TO BE CONSTRUCTED ON IT BY
KENNETH A. & DEBORAH A. BITGOOD AND
 WE THE BUYERS ARE RELYING UPON OUR SOLE INSPECTION
 & AGREE TO THE PARCEL 'AS IS' AND ALL OF THESE
 AGREEMENTS ARE TO SURVIVE THE CLOSING.

Kenneth A. Bitgood 8/19/02

Deborah A. Bitgood 8/19/02

DATE:

X 10
 103 as

EXHIBIT "D"

**** 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: Kenneth A. Butz Date: 8/19/02
 Buyer: Deborah A. Butz Date: 8/19/02
 Seller: B-D. Date: 11/11/11
 and Licensed Real Estate Broker

Subject * Tract: 1.9+ acres
 (out of Reserve 'C' of 16.23 acres)
 Out of 63.61 acres in Elijah Collard Survey
 in Montgomery County, Texas.

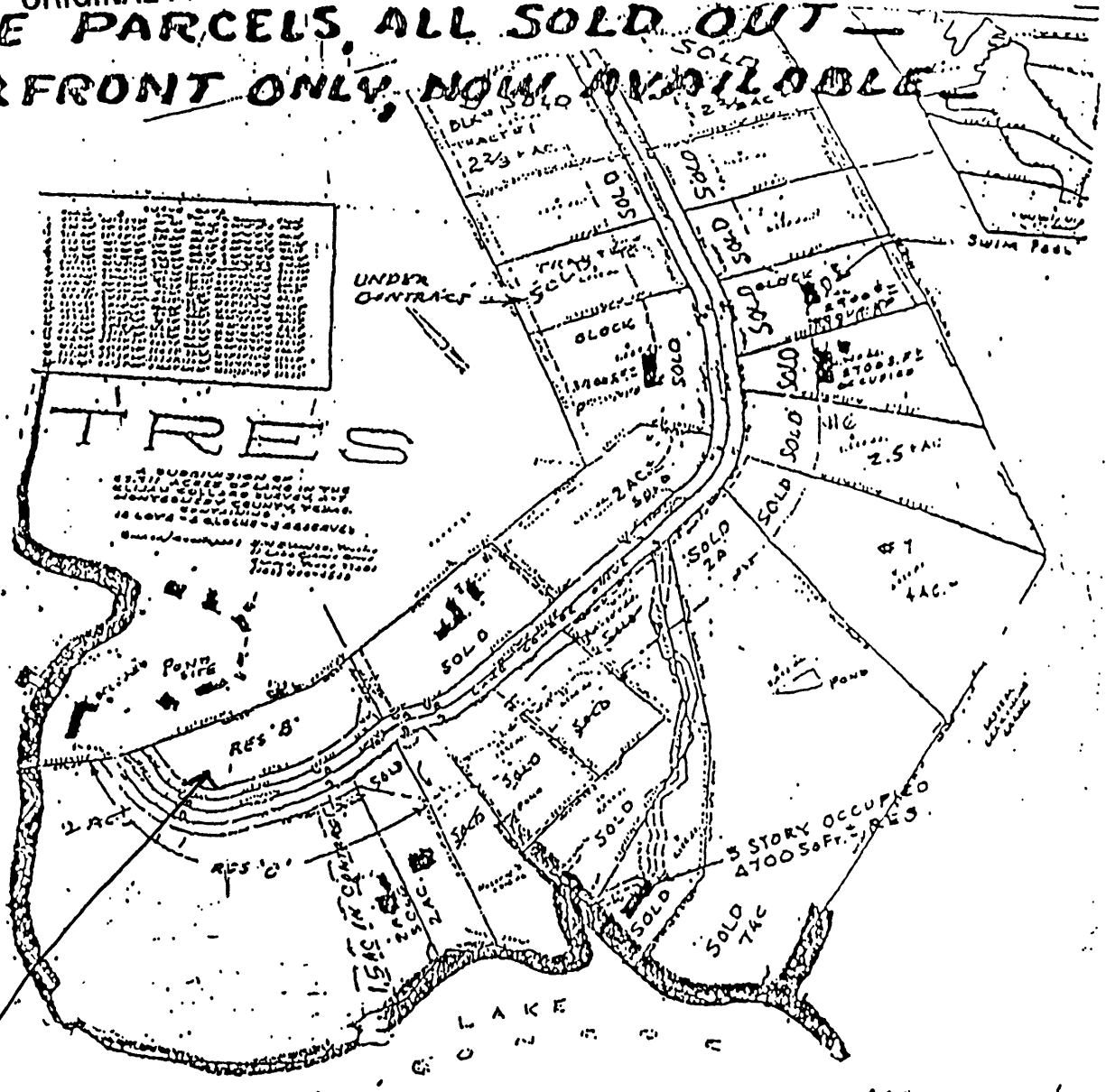
EXHIBIT "E"



ORIGINAL PRINT INCOMPLETE

275-10-2098

INSIDE PARCELS, ALL SOLD OUT
WATERFRONT ONLY, NOW AVAILABLE



SUBJECT

NO SCALE
APPROX. 81285
REQUEST AERIAL

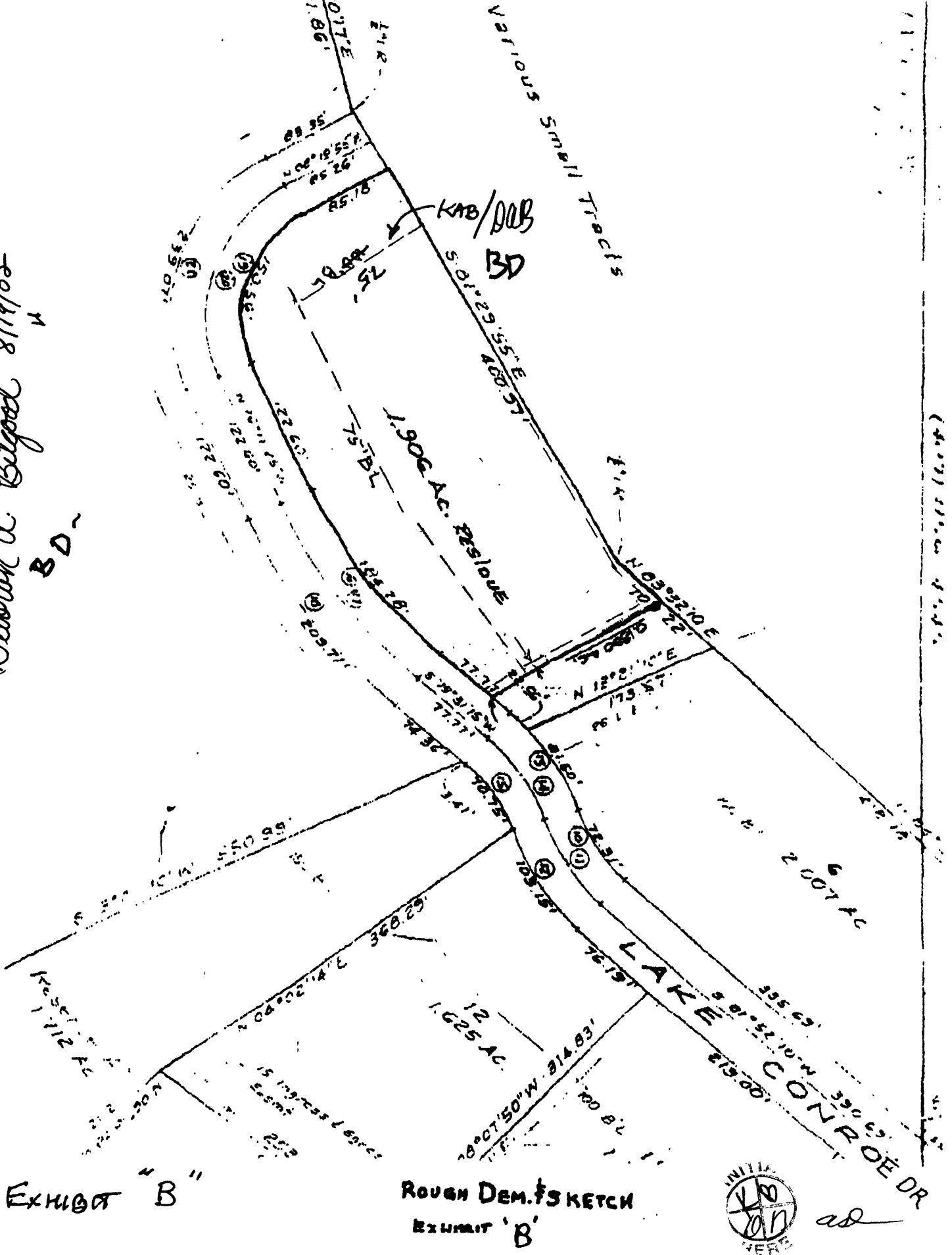


as

EXHIBIT "A"

Kenneth A. Bitgood 8/19/0
Deborah A. Bitgood 8/19/0
BD

Kenneth A. Bitgood 8/19/02
Deborah A. Bitgood 8/19/02
B.D. ~



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.

275-10-2100

Legal description for a 1.908 acre tract of land being out of and a part of Reserve "B", 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 1.908 acre tract being all of said Reserve "B" save and except the east 0.1890 acre conveyed under M.C.C.F.No. 2001-088346, subject tract being more particularly described by metes and bounds as follows:

BEGINNING at a found capped ½ inch iron rod at the common southerly corner of this subject tract with said 0.1890 acre tract, said point being in the north line of Lake Conroe Drive (60') and also being the southeast corner and PLACE OF BEGINNING of the herein described tract;

THENCE S 79 deg. 22 min. 46 sec. W along the southerly line of said Reserve "B", a distance of 57.93 feet to a found ½ inch iron rod and point of curvature of a curve to the right, having a radius of 434.70 feet;

THENCE westerly, continuing along the southerly line of said Reserve "B" and said curve, a distance of 184.28 feet to a found ½ inch iron rod and point of tangency;

THENCE N 76 deg. 11 min. 25 sec. W, a distance of 122.60 feet to a found ½ inch iron rod and point of curvature of a curve to the right, having a radius of 102.06 feet;

THENCE Northwesterly with the common line of Reserve "B" and Lake Conroe Drive along said curve to the right, a distance of 150.56 feet to a found ½ inch iron rod and point of tangency of said curve;

THENCE N 08 deg. 19 min. 55 sec. E, a distance of 85.01 feet to a found ½ inch iron rod for the northwest corner of this tract;

THENCE S 81 deg. 32 min. 57 sec. E, a distance of 400.94 feet to a found ½ inch iron rod and angle point;

THENCE N 83 deg. 25 min. 21 sec. E, a distance of 51.59 feet to a found capped ½ inch iron rod for the northeast corner of this tract;

THENCE S 08 deg. 19 min. 55 sec. W along the westerly line of said 0.1890 acre tract, a distance of 170.55 feet to the PLACE OF BEGINNING and containing 1.908 acre of land, more or less.

FILED FOR RECORD

2003 MAR 25 PM 3: 09

Exhibit "F"

ad

Mark J. Jurek
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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.

MAR 25 2003



Mark J. Jurek
County Clerk
Montgomery County, Texas