

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

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KNOW ALL MEN BY THESE PRESENTS:

THAT, B. G. D'Amico and wife, Agnes Cecelia D'Amico (hereinafter collectively called "Grantors"), 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 Larry Joe Carmical and wife, Susan Jo Carmical (hereinafter, collectively called "Grantees"), whose address for mailing purposes is hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the execution and delivery by Grantees of their promissory note of even date herewith payable to Grantors in the original principal amount of \$18,000.00 (the "Note") which Note is secured by the Vendor's Lien herein reserved and is additionally secured by a Deed of Trust of even date herewith, executed by Grantees herein to John G. Cannon, Trustee; have granted, sold and conveyed, and by these presents do grant, sell and convey, unto Grantees all that certain lot, tract or parcel of land, together with all improvements thereon, described as follows:

Being a 0.413 of one acre of land in the ELIJAH COLLARD SURVEY, Asbtract No. 7, Montgomery County, Texas, and being out of a 5.935 acre tract of land described in Deed to B. G. D'Amico and wife, Agnes Cecelia D'Amico, recorded in Volume 780, Page 639 of the Deed Records of Montgomery County, Texas, said 0.413 of one acre being more particularly described in Exhibit "A" attached hereto and made a part hereof.

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 covenants, conditions and restrictions contained in the Declaration of Restrictions attached hereto as Exhibit "B" and incorporated herein for all purposes, which covenants, conditions and restrictions shall run with the land and bind all future owners of 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 Grantors do hereby bind Grantors, Grantors' 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.

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.



Executed to be effective as of the 1st day of June, 1993.


B. G. D'Amico


Agnes Cecelia D'Amico

THE STATE OF TEXAS |
 |
COUNTY OF HARRIS |

This instrument was acknowledged before me on the 13th day of July, 1993, by B. G. D'Amico and wife, Agnes Cecelia D'Amico.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
 Judith J. Gray
Notary Public
STATE OF TEXAS
My Comm. Exp. 7-14-97

Grantees' Address:

Larry Joe Carmical and wife,
Susan Jo Carmical
#7 Lake Conroe Drive
Conroe, Texas 77304-1007

ORIGINAL DIM

PLEASE RETURN TO:

REGENCY TITLE COMPANY
2200 Post Oak Blvd. #100
Houston, Texas 77056
GF NO. 93-01-38100 JDT/mm

EXHIBIT "A"

BEING 0.413 of one acre of land in the Elijah Collard Survey, A-7, Montgomery County, Texas and being out of a 5.935 acre tract described in deed to B.G. D'Amico et ux recorded in Volume 780, Page 639 of Montgomery County Deed Records (MCDR), said 0.413 of one acre being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for the northwest corner of a 0.5346 of one acre tract described in deed to Jerry G. Decker et ux and recorded under film code #732-01-0057 of the Official Public Records of Real Property of Montgomery County, Texas (OPRRPMCT) for an inside corner of herein described tract;

THENCE S.44°54'13"W., with the west line of said 0.5346 of one acre, at 56.66 feet pass a 1/2" iron rod found for its southwest corner and continue on in all a total distance of 88.66 feet to a 1/2" iron rod set for the southeast corner of herein described tract;

THENCE N.57°12'40"W., with the south line of herein described tract for a distance of 92.53 feet to a 1/2" iron rod set for an angle point in herein described line in the existing shoreline of Lake Conroe;

THENCE N.64°17'21"W., continuing with the south line of herein described tract for a distance of 53.52 feet to the southwest corner of herein described tract in the west line of said 5.935 acres and the east line of a 14,177 square foot tract described in deed to and recorded in Volume 780, Page 648 MCDR;

THENCE N.19°26'38"E., with the west line of said 5.935 acres and the east line of said 14,177 square foot tract for a distance of 27.65 feet to the northwest corner of herein described tract;

THENCE N.86°13'23"E., at 53.18 feet pass a 1/2" iron rod set for a reference corner in the existing shoreline of Lake Conroe and continue on in all a total distance of 248.49 feet to a 1/2" iron rod found for the northeast corner of herein described tract and an angle point in the west line of Walter W. Coffey et ux 0.519 of one acre tract described in deed recorded under film code #437-01-1968 OPRRPMCT;

DECLARATION OF RESTRICTIONS

RESTRICTIONS ON THE PARCEL DESCRIBED IN EXHIBIT 'A', CONTAINING
.41+- AC/SQ.FT OF LAND IN THE ELIJAH COLLARD SURVEY, A-7,
MONTGOMERY COUNTY, TEXAS.

1) THIS TRACT SHALL NOT BE USED BY ANYONE FOR RESIDENTIAL, NOR COMMERCIAL PURPOSES; NOR THE ERECTION AND OPERATION OF A SALES OFFICE, CONSTRUCTION OFFICE, CONSTRUCTION OFFICE OR MODEL HOME. THE TERM "COMMERCIAL PURPOSES" AS USED HEREIN SHALL BE HELD AND CONSTRUED TO INCLUDE HOSPITALS, CLINICS, DUPLEX HOUSES, APARTMENT HOUSES, BOARDING HOUSES, HOTELS AND PROFESSIONAL USES, WHETHER FROM HOMES, RESIDENCES AND ALL SUCH USES INCLUDING STORAGE OR PARKING AREA OF ANY TYPE OR OTHERWISE, ALL SUCH USES ARE HEREBY EXPRESSLY PROHIBITED. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON THIS TRACT OTHER THAN ONE NON-COMMERCIAL BOAT HOUSE FOR ONE BOAT, NOT TO EXCEED ONE STORY CONSTRUCTED UPON THIS SUBJECT "DRY LAND" PARCEL, THAT IS NOT EXTENDING OUT OVER ANY EXISTING WATER CALLED LAKE CONROE AND MAY BE USED ONLY AS AN INTEGRAL PART OF THE ADJACENT LAND NOW TITLED TO THIS BUYER OF THIS SUBJECT PARCEL. NO BOAT LAUNCH OR RAMP FACILITY OF ANY KIND, PRIVATE OR COMMERCIAL.

2) NO IMPROVEMENT OF ANY NATURE SHALL BE ERECTED, INSTALLED, NOR ADDED ONTO NOR FROM NOR INTO, NOR UNDER THIS TRACT UNTIL AND UNLESS TH PLANS, SPECIFICATIONS AND PLOT PLAN SHOWING THE LOCATION OF SUCH IMPROVEMENTS HAVE BEEN APPROVED IN WRITING AS TO USE, CONFORMITY AND HARMONY OF DESIGN, WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION, BY SELLERS OR THEIR HEIRS OR ASSIGNS.

3) IN THE EVENT OF THE DEATH OF EITHER SELLER, BILL OR AGNES D'AMICO, THE SURVIVOR HAS THE FULL AUTHORITY TO DESIGNATE A SUCCESSOR.

4) NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY OR LOUD NOISES, INCLUDING BUT NOT ALL INCLUSIVE, LOUD RADIO OR T.V., OR STEREO FIXED OR MOBIL, SHALL BE CARRIED ON UPON THIS TRACT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE SELLER OR THE ADJACENT NEIGHBORHOOD.

5) NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, STABLE OR OUT-BUILDING, WATER WELL, SEPTIC NOR WASTE SYSTEM OR ANY KIND SHALL BE ERECTED ON THIS TRACT OR ANY MOBILE UNIT INCLUDING VANS AND MOTORHOMES SHALL AT ANY TIME BE TEMPORARILY OR PERMANENTLY PLACE UPON THIS TRACT.

6) THIS TRACT MAY NOT BE RESOLD, LEASED, NOR RENTED TO ANYONE WITHOUT IT BEING DONE IN CONJUNCTION WITH THE ADJACENT RESIDENCE HAVING A COMMON PROPERTY LINE WITH THIS SUBJECT TRACT AND IS CURRENTLY TITLED BY RECORDED DEED TO THIS BUYER. ALL SUBSEQUENT BUYERS AND THEIR HEIRS OR ASSIGNS SHALL BE BOUND BY EACH AND ALL OF THESE DECLARED RESTRICTIONS.

7) AT ALL TIMES THIS TRACT AND THE LANDSCAPING PLANTS AND TREES SHALL BE MAINTAINED IN A NORMAL NEAT MANNER IN KEEPING WITH ADJACENT NEIGHBORHOOD STANDARDS AND FREE FROM UNCUT WEEDS AND BRUSH AND SHALL BE MAINTAINED FROM UNCLUTTERED OR STORED PERSONAL PROPERTY OR THE PARKING OF VEHICLES AND SERVICE VEHICLES RELATING IN ANYWAY TO BUYERS ADJACENT HOMESITE DURING AND AFTER CONSTRUCTION OR ANY IMPROVEMENTS ON THIS TRACT. NO CAMPER, BOATS, TRAILERS, MOTOR HOMES, RECREATIONAL VEHICLES, OR VEHICLES OF ANY TYPE, AUTOS, TRUCKS, OR NON-RUNNING VEHICLES OF ANY TYPE ARE TO BE PARKED OR STORED UPON THIS TRACT.

8) ALL ROADS AND DRIVEWAYS ATTACHED TO AND TURNING OFF THE ROAD ON TOP OF THE POND DAM, ARE TO BE CONSTRUCTED OF CRUSHED LIMESTONE OR BETTER GRADE OF ROCK, OR REINFORCED CONCRETE.

9) NO ANIMALS, LIVESTOCK, HORSES, BIRDS OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON THIS TRACT.

10) NO SIGNS OF ANY TYPE, PUBLIC OR PRIVATE TOWER, OR DEVICES OF ANY KIND, INCLUDING T.V. DISH, OR ANY SIGN TO ADVERTISE A HOUSE OR LAND OR TO ADVERTISE ANYTHING SHALL BE PLACED UPON THIS TRACT.

11) NO OIL DRILLING, DEVELOPMENT OR REFINING, QUARRYING OR MINING OF ANY KIND NOR ANY DERRICK OR OTHER ASSOCIATED STRUCTURES SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON THIS TRACT.

DECLARATION OF RESTRICTIONS CONT.

12) NO SPIRITOUS, VINOUS OR MALT LIQUORS, ILLEGAL OR PRESCRIBED DRUGS OR MEDICATED BITTERS, CAPABLE OF PRODUCING INTOXICATION OR ADDICTION, SHALL EVER BE SOLD OR OFFERED FOR SALE OR STORED OR DISTRIBUTED FROM THIS 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 ANY OTHER LAW ENFORCEMENT, HEALTH, SANITARY, BUILDING OR FIRE CODE, REGULATIONS OF THE SAN JACINTO RIVER AUTHORITY, WILLIS INDEPENDENT SCHOOL DISTRICT, THE CONROE E.T.J. RULES OR REGULATIONS OR INSTRUCTIONS RELATING TO OR AFFECTING THE USE, OCCUPANCY OR POSSESSION OF THIS TRACT.

13) NO PORTION OF THIS TRACT SHALL BE USED OR MAINTAINED AS A CAMPING GROUND OR FOR THE DUMPING OF RUBBISH, TRASH, GARBAGE OR OTHER WASTE AND SHALL NOT BE KEPT EVEN IN SANITARY CONTAINERS FOR FREQUENT REMOVAL NOR ANY INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL, NOR SHALL ANY BURNING OF ANY TYPE TAKE PLACE ON THIS TRACT.

14) NO POWER SOURCE WILL COME TO THIS TRACT, OVERHEAD OR UNDER GROUND, FROM ANY EXISTING POWER SOURCE, NOW OR IN THE FUTURE, LOCATED TO THE SOUTH OF THIS TRACT, NOR SHALL ANY EASEMENTS BE REQUESTED NOR CAUSED TO CROSS ACROSS ANY LAND NOW OWNED BY BILL AND AGNES D'AMICO, SAVE AND EXCEPT THAT EXISTING ROAD ONLY EASEMENT THAT NOW CROSSES THE D'AMICO HOMESTEAD.

15) FIREARMS DISCHARGE ARE EXPRESSLY PROHIBITED.

16) SELLER OR THEIR HEIRS OR THEIR 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.

17) INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

18) 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 ADJACENT PROPERTY OWNER 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.

19) THE BUYER OF THIS TRACT DOES AGREE THAT SHOULD THE SELLER DECIDE OR BE REQUIRED TO FILE A SUBDIVISION PLATT, BUYER OR THEIR HEIRS OR ASSIGNS, WILL JOIN IN THE EXECUTION OF SAID PLAT.

FILED FOR RECORD
93 JUL 16 PM 3:59
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 herein by me and was duly RECORDED
in the official Public Records of Real Property of
Montgomery County, Texas.

JUL 16 1993



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS