

99096979

620-00-0782

REGENCY  
TITLEGENERAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS                   X  
    X       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF MONTGOMERY           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 STEPHEN A. DANTON and wife, ANN M. DANTON (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 sum of \$135,000.00 paid by COMPASS BANK ("Beneficiary") at the special instance and request of Grantees, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement, Grantees herein have executed their promissory note of even date herewith (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 Ben Hayes Riggs, 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, described as follows:

21P BD 11-15-99

A tract of land containing 1.22 acres, more or less, out of the Elijah Collard Survey, Abstract 7, Montgomery County, Texas, said 1.22 acres being out of and a part of Reserve "C" of TRES, an addition in Montgomery County, Texas, according to the map or plat thereof recorded in Plat Cabinet G, Sheet 39A, Map Records of Montgomery County, Texas. (See exhibit 'B')

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.

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. In consideration of the payment of the sum evidenced by the Note, Grantor hereby transfers, sets over, assigns and conveys unto Beneficiary and its assigns, the vendor's lien and superior title herein retained and reserved against the property herein conveyed, in the same manner and to the same extent as if the Note had been executed in Grantor's favor and by Grantor assigned to Beneficiary, without recourse.

Executed to be effective as of the 9<sup>th</sup> day of NOVEMBER, 1999.

Bill D'Amico, Trustee  
BILL D'AMICO, TRUSTEE

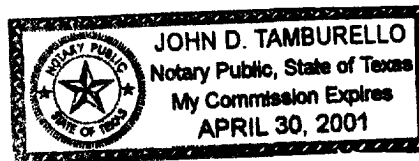
THE STATE OF TEXAS   X  
                                  X  
COUNTY OF HARRIS   X

This instrument was acknowledged before me on the 15<sup>th</sup> day of NOVEMBER, 1999, by D'Amico, Trustee, in the capacity therein stated.

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

Grantees' Address:

9741 West Shore Drive  
Willis, Texas 77318



620-00-0784

October 1, 1999

**METES & BOUNDS DESCRIPTION**

Exhibit "B"

Page 1 of 2 Pages

**BEING** 1.218 acres of land in the Elijah Collard Survey, A-7, Montgomery County, Texas and being out of Reserve "C" of Tres Subdivision, map of which is recorded in Cabinet G, Sheet 39A of Montgomery County Map Records (MCMR) and in the name of Bill D'Amico, Trustee as described in deed recorded in Volume 780, Page 643 of Montgomery County Deed Records (MCDR), said 1.218 acres being more particularly described as follows:

**COMMENCING** at a 1/2" iron rod found for the northwest corner of Reserve "A" and the Northeast corner of Reserve "C", Tres Subdivision, in the south line of Lake Conroe Drive, based on a 60' right-of-way;

**THENCE** S.79°31'15"W., along the north line of Reserve "C" and the south line of Lake Conroe Drive for a distance of 74.36 feet to a 1/2" iron rod found for the beginning of a curve to the right;

**THENCE** in a westerly direction along the north line of Reserve "C" and the south line of Lake Conroe Drive on a curve to the right having a radius of 494.70 feet and a central angle of 24°17'20" for a distance of 209.71 feet to a 1/2" iron rod found for the end of said curve;

**THENCE** N.76°11'25"W., continuing along the north line of Reserve "C" and the south line of Lake Conroe Drive for a distance of 122.60 feet to a 1/2" iron rod found for the beginning of a curve to the right;

**THENCE** in a northwesterly direction along the northeast line of Reserve "C" and the southwest line of Lake Conroe Drive on a curve to the right having a radius of 162.06 feet and a central angle of 31°13'05" for a distance of 88.30 feet to a 1/2" iron rod set for the southeast corner of and **POINT OF BEGINNING** of herein described tract;

**THENCE** S.63°28'24"W., crossing said Reserve "C" for a distance of 274.37 feet to a 1/2" iron rod set for an angle point in the south line of herein described tract;

**THENCE** S.51°17'37"W., continuing across Reserve "C" for a distance of 316.80 feet to a 1/2" iron rod set for an angle point in the south line of herein described tract;

B.D.  
11-15-99

620-00-0785

Exhibit "B"

Page 2 of 2 Pages

October 1, 1999

**THENCE** N.64°31'19"W., continuing across Reserve "C" for a distance of 10.00 feet to a 1/2" iron rod set for corner in the west line of Reserve "C" and the 201 contour line of Lake Conroe, as described in deed recorded in Volume 701, Page 823 MCDR, for the southwest corner of herein described tract;

**THENCE** N.05°00'13"E., along the 201 contour line of Lake Conroe and the south line of Reserve "C" for a distance of 205.00 feet to the northwest corner of herein described tract from whence a 1/2" iron rod set for a reference corner bears N.71°28'07"E., 15.00 feet;

**THENCE** N.71°28'07"E., crossing said Reserve "C" for a distance of 479.35 feet to a 1/2" iron rod set for the northeast corner of herein described tract in the northeast line of said Reserve "C" and the southwest line of Lake Conroe Drive on a curve to the left;

**THENCE** in an southeasterly direction along the northeast line of Reserve "C" and the southwest line of Lake Conroe Drive on a curve to the left having a radius of 162.06 feet and a central angle of 17°40'36" for a distance of 50.00 feet to the **POINT OF BEGINNING** and containing 1.218 acres of land.

This description is based on a boundary survey and plat prepared this date by C & G Land Surveyors to which further reference is hereby made  
\\mswks\documents\1.218 Acres Reserve "C" Tres Subd

AFTER RECORDING, RETURN TO:  
Regency Title Company  
2200 Post Oak Blvd., Suite 100  
Houston, Texas 77056  
GF No.: 99-01-84911

B. D.  
11-15-99

620-00-0786

**RESTRICTIONS** on subject parcel, hereafter known as the subject 1.2 <sup>B.D.</sup> acre tract (out of Reserve "C" out of a 16.23 acre tract) out of 63.61 acre recorded subdivision in the Eljah Colliard 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 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 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 or their assigns.

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 G that runs adjacent to and follows the road easement for "Lake Conroe Drive" or nearer to said lots sides than Ex 'G' CHANGE <sup>B.D.</sup> <sup>B.D.</sup> <sup>←</sup> <sup>↗</sup> feet and some parcels building lines may be shown as related to the S.J.R.A. 201 prevailing elevation line.

Exhibit C/CHANGE

<u>Steven D'Amico</u>	<u>9/27/99</u>
<u>Ann M. D'Amico</u>	<u>9/27/99</u>
<u>Bill D'Amico</u>	<u>9/21/99</u>

Page 1 of 6 pages

11-15-99

## 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

620-00-0787

(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, or out-building erected on this tract or any mobile unit including vans and motorhomes shall be 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 acre dedicated for and used as the residential homestead, 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 Three Thousand, Two hundred (3,200) square feet on one-story dwelling. 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 dwelling.

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. All building units shall be constructed with brick, hardy plank, stone or a combination 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 premise and all building 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 Three Thousand (3000) square feet of living area.

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

Exhibit C-D/CHANGE

Steve Lanton 9/27/99  
Ann Lanton 9/27/99  
Bill L'O'Amice 9/27/99 11-15-99

Page 2 of 6 pages

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

620-00-0788

(G) All roads and driveways off "Lake Conroe Drive" are to be concrete, asphalt, 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. Owner is 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 of passenger vehicles and service vehicles relating 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 vehicle are to be parked or stored within view of "Lake Conroe Drive."

(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 leash at all times.

(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.

Exhibit B-E / CHANGE

<u>Steve S. Sator</u>	<u>9/29/99</u>
<u>Ann M. Sator</u>	<u>9/29/99</u>
<u>Bill O'Amie</u>	<u>9/21/99</u>

11-15-99

Page 3 of 6 pages

## 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

620-00-0789

(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.

(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 shaft 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) All fences, mail boxes and any other object constructed or placed along the "Lake Conroe Drive" road easement, shall require the permission and written approval of the Architectural Control Committee prior to construction. It is the intent that all fences be constructed out of brick, wood, PVC, or wrought iron only, as in contrast for example to all types of wire fences.

In no case shall outside clothes line 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 discharged are expressly prohibited.

Exhibit E-F/CHANGE

Steve Dapton 9/27/99  
Ann M. Dapton 9/27/99  
Beth D'Amico 9/27/99 11-15-99  
Page 4 of 6 pages

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



620-00-0790

(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 driveway and points twenty-five feet from the intersection. No tree would 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) Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which 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 insure to the benefit of and be enforceable by any property owner within the said 63.61 acres subdivision 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.

(V) Owners of subject 1.2 <sup>BD</sup> acre tract agree that should be seller decide or be required to file a subdivision revision plat for any reason, owners will join in same by their approval. <

(W) No type of helicopter landing facility.

(X) Use only masonry postal receptacle, approved first by the Architectural Control Committee and placed at location approved by presiding Postmaster and Precinct County Commissioner.

Exhibit F/CHANGE

Steve Danton 9/27/99  
Anna M. Danton 9/27/99  
Bill D'Amico 9/21/99 11-15-99  
Page 5 of 6 pages

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

620-00-0791

(Y) No underbrushing except for 7,000 square foot site for placement of residence and garages, or twice the living area of the resident and swimming pool site (if any), which ever is the larger. No cutting down of any trees or brush or foliage on the 15' restricted area (no construction) along the East side of the west property line and no tree of greater than 2 1/2" diameter at 18" above the adjacent ground, shall be cut prior to written approval by the Architectural Control Committee.

(Z) The fence line along "Lake Conroe Drive," the water well, and aerobic sewer system location, are identified on each parcel exhibit G/CHANGE

Exhibit F/CHANGE

Steve Danton 9/27/99  
Ann Danton 9/27/99  
Bill Danton 9/27/99 11-15-99

# 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



620-00-0793

**\*\* 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: Steve Hanton Date: 9/27/99  
 Buyer: Ann M. Hanton Date: 9/27/99  
 Seller: Bill D'Amico Date: 9/21/99  
 and Licensed Real Estate Broker

Subject \* Tract: 1.2 acres  
 (out of Reserve 'C' of 16.23 acres)  
 Out of 63.61 acres in Elijah Collard Survey  
 in Montgomery County, Texas.

## 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.

FILED FOR RECORD  
 99 NOV 19 PM 1:36  
 MARK TURNBULL, CO. CLERK  
 MONTGOMERY COUNTY, TEXAS  
 DEPUTY

EXHIBIT 'F' &lt;CHANGE&gt; BD

STATE OF TEXAS  
 COUNTY OF MONTGOMERY  
 I hereby certify that this instrument was filed in  
 File Number Sequence \_\_\_\_\_ on the \_\_\_\_\_ day and at the time  
 stamped herein by me and was duly RECORDED in  
 the official Public Records of Real Property of  
 Montgomery County, Texas

NOV 18 1999

AFTER RECORDING, RETURN TO:  
 Regency Title Company  
 2200 Post Oak Blvd., Suite 100  
 Houston, Texas 77056  
 GF NO.: 99-01-84911



Mark Turnbull  
 COUNTY CLERK  
 MONTGOMERY COUNTY, TEXAS

B. D.  
 11-15-99