

608958-Z

302-11-2868

**General Warranty Deed**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Date March 6, 2007**

**Grantor: MELANIE K. FAULKNER**

**Grantor's Mailing Address: P. O. Box 1740,  
Conroe, Montgomery County, Texas 77305**

**Grantee: ERIC D. HITCHCOCK**

**Grantee's Mailing Address: 9630 Buck Court,  
Fort Wayne, IN 46804**

**Consideration:**

**The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged.**

**Property (including any improvements):**

**Being 1.5728 acres of land, in the Elijah Collard Survey, A-7, Montgomery County, Texas, being out of the B. G. D'Amico and wife, Agnes Cecelia D'Amico 5.935 acre tract described in Volume 780, Page 639 of the Deed Records of Montgomery County, Texas, and more particularly described on exhibit attached hereto and made a part hereof:**

**Reservations from Conveyance: None.**

**Exceptions to Conveyance and Warranty:**

**This conveyance is made subject to:**

**Any and all restrictions, minerals and/or royalty reservations, covenants, maintenance or similar charges, and easements, if any, relating to the hereinabove described property, but only to the extent that they are still in force and effect, shown of record in said County, and attached restrictions, exhibit "A" to all the property, and exhibit "B" to that portion north and west of the 20' road easement, and to**

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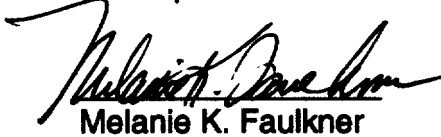
2007-030474

all zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and the Exceptions to Conveyance and Warranty.

Taxes for the current year have been prorated between the Grantor and Grantee, and the Grantee assumes the payment thereof.

When the context requires, singular nouns and pronouns include the plural.

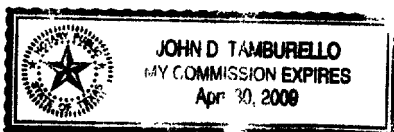
  
Melanie K. Faulkner

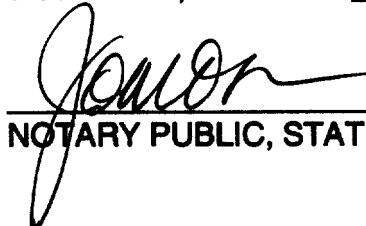
AGREED AND ACCEPTED:

  
Eric D. Hitchcock

THE STATE OF TEXAS     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me, on this the 6<sup>TH</sup> day of March, 2007, by Melanie K. Faulkner.

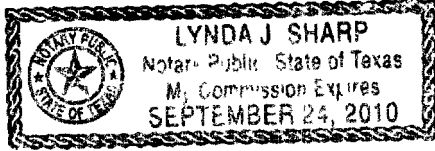


  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me, on this the 6 day of March, 2007, by Eric D. Hitchcock.

  
NOTARY PUBLIC, STATE OF TEXAS



Return to and  
mailing address of Grantee:

Eric D. Hitchcock  
9630 Buck Court  
Fort Wayne, IN 46804

GF 608958-Z

Property Description  
(East Tracts Combined)

All that certain tract or parcel of land containing 1.5728 acres, situated in the Elijah Collard Survey, Abstract 7, Montgomery County, Texas, out of a certain 5.935 acre tract recorded in Volume 780, Page 639 of the Montgomery County Deed Records (M.C.D.R.), and being comprised of a 0.1258 acre residual tract and a 1.447 acre tract (called 1.408 acres) described under Montgomery County Clerk's File No. (M.C.C.F. No.) 2002-004881; said 1.5728 acres being further described as follows:

BEGINNING at a 5/8" iron rod found on the Southerly line of the 5.935 acre tract at the Southwesterly corner of a 0.382 acre tract described under M.C.C.F. No. 8723473;

THENCE, North 81° 29' 54" West, 226.48 feet along the Southerly line of the 5.935 acre tract to a P.K. nail found for corner in the center of a 60 foot wide road easement;

THENCE, North 19° 33' 35" East, 144.08 feet along the center of said road easement to a drill hole in concrete found for corner;

THENCE, South 86° 33' 40" East, 50.30 feet to a P.K. nail found for corner;

THENCE, North 33° 40' 23" East, 20.62 feet to a point for corner;

THENCE, North 26° 31' 02" West, 116.75 feet to a 1/2" iron rod found for corner on the Westerly line of the 5.935 acre tract and the Easterly line of a 0.325 acre tract described in Volume 780, Page 647, M.C.D.R.;

THENCE, North 19° 26' 38" East, 63.47 feet along the Westerly line of the 5.935 acre tract to a point for corner at the Southwesterly corner of a 0.413 acre tract described under M.C.C.F. No. 9337239;

THENCE, South 64° 17' 21" East, 54.19 feet to a P.K. nail found for an angle point;

THENCE, South 57° 12' 40" East, 92.53 feet to a 1/2" iron rod found for the most Southerly corner of said 0.413 acre tract;

THENCE, North 44° 54' 13" East, 32.00 feet to a 1/2" iron rod found for the most Westerly corner of a 0.5346 acre tract described under M.C.C.F. No. 99062697;

THENCE, South 74° 33' 30" East, 138.22 feet along the Southerly line of the 0.5346 acre tract to a 1/2" iron rod found for corner;

THENCE, South 41° 49' 08" East, 46.32 feet to a 1/2" iron rod found for corner on the Westerly line of a 0.757 acre tract described under M.C.C.F. No. 2003-074795;

THENCE, South 28° 37' 46" West, 57.03 feet to a 1/2" iron rod found for corner on the Easterly line of a 0.510 acre tract described in Volume 1113, Page 516, M.C.D.R.;

THENCE, North 37° 04' 14" West, 67.75 feet to a point for the most Northerly corner of said 0.510 acre tract;



302-11-2872

THENCE, South 02° 43' 16" East, 63.81 feet along the Westerly line of the 0.510 acre tract to a ½" iron rod found for the Northeasterly corner of the aforementioned 0.382 acre tract;

THENCE, North 89° 48' 39" West, 78.36 feet along the Northerly line of the 0.382 acre tract to a ½" iron rod found for corner;

THENCE, South 08° 28' 37" West, 167.78 feet along the Westerly line of the 0.382 acre tract to the POINT OF BEGINNING and containing 1.5728 acres of land.

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**RESTRICTIONS** on Block #1 and #2, containing 18 lots, and Block #3, containing 18 lots, subdivision of 62.611 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 Exhibit ~~A-1~~ that runs adjacent to and follows the road easement for "Lake Conroe Drive" or nearer to said lots sides and rear lines than ~~25~~ <sup>15</sup> feet.

EDH 15 (FIFTEEN)

(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 ~~"A-1"~~ ORIGINAL PRINT INCOMPLETE

A-1

~~Handwritten signature~~  
BD

8/19/

"

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M

EDH

2017

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KAB/L  
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ORIGINAL PRINT INCOMPLETE

302-11-2875

(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 ~~40.152~~ tract.

FENCE MUST BE 3 RAIL WHITE PVL FENCES  
SIMILAR TO EXISTING IN SUB DIVISION

KAB / DAB  
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.

ORIGINAL PRINT INCOMPLETE

(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) Invalidity 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 ~~40.152~~ <sup>5.935 Acres</sup> ~~containing eighteen lots and Reserve "A"~~, 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 / DAB  
BD

EXHIBIT "E-3"  
A-

~~[Signature]~~  
BD  
204 904



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.

ORIGINAL PRINT INCOMPLETE

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.

893-01-0639

**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.

**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°34'13"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;

ORIGINAL PRINT INCOMPLETE

FILED FOR RECORD

07 MAR 15 AM 10:07

*Mark Turnbull*  
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 15 2007



*Mark Turnbull*  
County Clerk  
Montgomery County, Texas

*EDH*