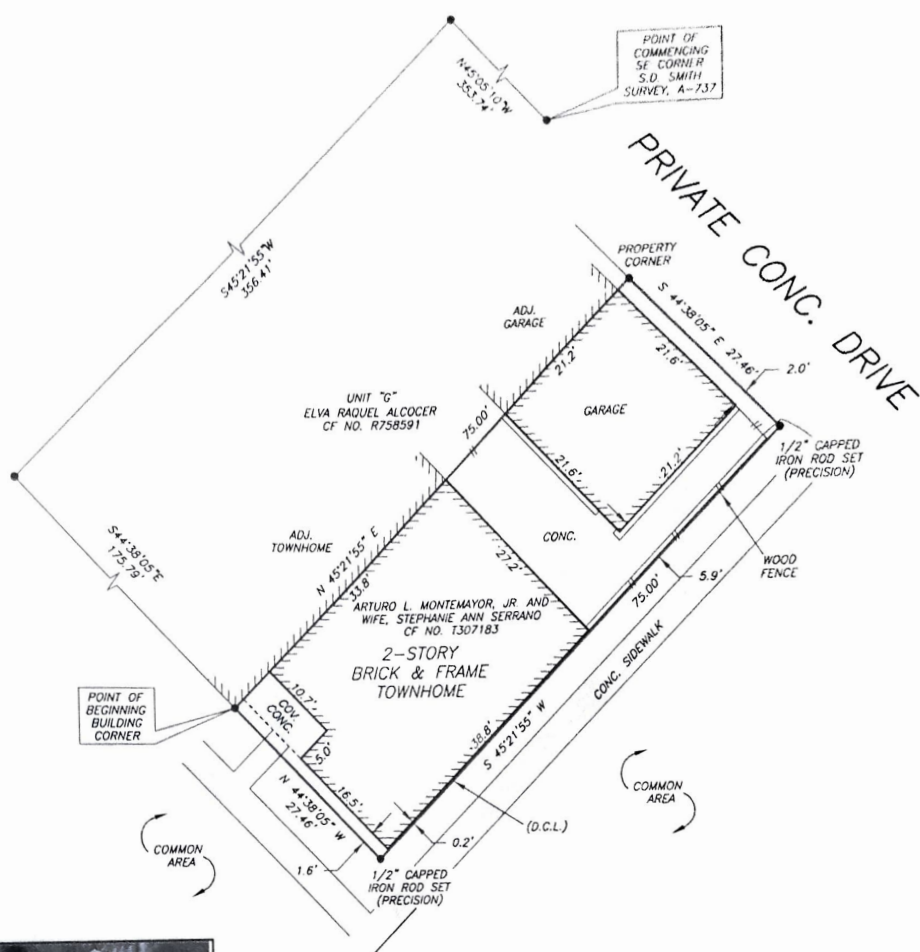


# UNIT H, BUILDING SITE NO. 2 SAGEMONT PARK TOWNHOUSES, PHASE 1

AN UNRECORDED SUBDIVISION OF RESERVE "A" OF  
KIRKWOOD, SECTION 6  
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED  
IN VOLUME 167, PAGE 1 OF THE MAP RECORDS  
OF HARRIS COUNTY, TEXAS  
(SEE ATTACHED METES AND BOUNDS)

SCALE: 1" = 20'



THIS PROPERTY DOES NOT LIE WITHIN THE  
100 YEAR FLOOD PLAIN AS PER FIRM  
PANEL NO. 482010 1055 L  
MAP REVISION: 06/18/2007  
ZONE X  
BASED ONLY ON VISUAL EXAMINATION OF MAPS  
INACCURACIES OF FEMA MAPS PREVENT EXACT  
DETERMINATION WITHOUT DETAILED FIELD STUDY

A SUBSURFACE INVESTIGATION  
WAS BEYOND THE SCOPE OF THIS SURVEY

D.C.L. = DIRECTIONAL CONTROL LINE  
RECORD BEARING: VOL. 167, PG. 1, H.C.M.R.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE  
ON THE GROUND, THAT THIS PLAT CORRECTLY  
REPRESENTS THE FACTS FOUND AT THE  
TIME OF SURVEY AND THAT THERE ARE NO  
ENCROACHMENTS APPARENT ON THE GROUND,  
EXCEPT AS SHOWN HEREON. THIS SURVEY IS  
CERTIFIED FOR THIS TRANSACTION ONLY AND  
ABSTRACTING PROVIDED IN THE ABOVE  
REFERENCED TITLE COMMITMENT WAS RELIED  
UPON IN PREPARATION OF THIS SURVEY.



JAMES E. MOSELEY  
PROFESSIONAL LAND SURVEYOR  
NO. 5912  
JOB NO. 15-09311  
SEPTEMBER 28, 2015

DRAWN BY: BR



**PRECISION**  
surveyors

1-800-LAND-SURVEY  
www.precisionlandsurvey.com  
281-488-1586 1-714-281-495-1847 210-529-2587 FAX 210-529-1848  
950 THIRDCENTRE STREET SUITE 150 HOUSTON, TEXAS 77079 1772 NO. LINK WOOD BLVD SAN ANTONIO, TEXAS 78217  
FIRM NO. 10067301

## **LIMITED EXTENDED PARTS WARRANTY**

Allied Air Enterprises, Inc. ("Allied") provides its air conditioning and heating products with a standard five-year parts warranty. This limited extended parts warranty is in addition to and is intended to supplement Allied's standard 5-year parts warranty. As such, this limited extended warranty provides for a total of 10 years of limited warranty coverage (Standard 5-Year Limited Parts Warranty plus Additional 5-Year Limited Extended Parts warranty).

### **EXTENDED COVERAGE -**

#### **PARTS/COMPRESSORS**

The covered equipment and parts are warranted by Allied for a total of 10 YEARS (standard 5 Year Limited Parts Warranty) from installation, except as provided below.

#### **HEAT EXCHANGERS**

The covered residential heating equipment's heat exchanger is warranted by Allied for a Limited Lifetime (standard 20 Year Limited Warranty) from date of original installation, except as provided below.

This warranty applies only to the original purchaser of the unit and cannot be transferred. If during this period, a covered part fails because of a defect in materials or workmanship under normal use and maintenance, Allied will provide a free replacement part to the purchaser through an Armstrong Air, AirEase, Ducane or Concord dealer or other licensed service contractor through an authorized Allied distributor. The purchaser must pay shipping costs, including labor, of the warranty service.

#### **EXCLUDED COMPONENTS -**

The following components are expressly not covered by this limited warranty: cabinets, cabinet pieces, air filters, driers, refrigerant, refrigerant line sets, belts, wiring, fuses, oil nozzles, and unit accessories, R-22 compressors, and any parts not affecting unit operation.

### **COVERAGE REQUIREMENTS -**

1. The unit is an Armstrong Air, AirEase, Ducane, or Concord branded unit;
2. The unit is installed in a residential application, which is an owner-occupied single-family residence. No commercial applications are allowed;
3. The unit is properly registered at ([www.alliedair.com](http://www.alliedair.com)) with Allied Air Enterprises within 60-days after the original date of installation or occupancy. To register, follow the directions and complete the online warranty registration at ([www.alliedair.com](http://www.alliedair.com)). For customer inquiries, contact Allied Air at 1-800-448-5872.
4. The unit is part of a complete AHRI matched system and installed by a state certified or licensed contractor in accordance with the unit installation, operation, and maintenance instructions provided with the unit.
5. Coils and air handlers are covered only when they are branded Armstrong Air, AirEase, Ducane, or Concord and are purchased and installed as a system along with a qualifying unit. (Third party coils are not covered).
6. Installation takes place on or after October 3, 2008.
7. Installation is in compliance with applicable laws, regulations, codes, and ordinances.

If this extended warranty does not apply, then parts are warranted for the standard warranty period of 5 YEARS and all heat exchangers for 20 YEARS. If the standard warranty periods differ from the original warranty certificate, the periods stated on the original warranty certificate apply.

This limited extended warranty does not apply to, and no warranty is offered by Allied, on any unit ordered over the internet. Proof of purchase may be required.

Any part replaced pursuant to this limited extended warranty is warranted only for the unexpired portion of the limited extended warranty term applying to the original part. The installation of replacement parts under the terms of this limited extended warranty does not extend the warranty period.

This limited extended warranty is an extension of Allied's standard warranty. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE TERM OF THIS LIMITED EXTENDED WARRANTY. Some states and provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

ALLIED SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO EXTRA UTILITY EXPENSES OR DAMAGES TO PROPERTY. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Allied is not responsible for:

1. Damage or repairs required as a result of flood, fire, wind, lightning strike (to the home or unit), corrosive atmosphere, contact with corrosive material (chlorine, fluorine, salt, recycled waste water, fertilizers or other damaging substances) or other conditions beyond the control of Allied;
2. Use of parts, accessories, or refrigerant not compatible with the unit;
3. Modification, change or alteration of the unit, except as expressly directed in writing by Allied;
4. Improper use, accident, neglect or unreasonable use or operation of the unit, including operation of electrical equipment at voltages other than the range specified on the unit nameplate;
5. Operation with system parts (indoor unit, outdoor unit and refrigerant control devices) which are not AHRI matched or do not meet the specifications recommended by Allied;
6. Damage or repairs required as a consequence of faulty or installation or application;
7. Normal maintenance as described in the installation and operating manual, such as cleaning of coils, filter cleaning and/or replacement and lubrication; and
8. Changes in the appearance or sound of the unit that do not affect its performance.

The parties intend this writing as a final expression of their agreement with respect to warranties. Allied makes no other warranty beyond that which is expressly contained in this writing.

Allied shall not be liable for any default or delay in performance under this warranty caused by any contingency beyond its control, including the unavailability of replacement parts.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

Steps for getting replacement parts under this limited extended warranty:

If you suspect a defect in your equipment, please contact the installer of the unit to obtain assistance. If unsuccessful, please contact an Allied dealer or distributor in your area. If unable to obtain local assistance, refer to Allied's website ([www.alliedair.com](http://www.alliedair.com)) or contact Allied at 800-448-5872.

1 Excludes residents of states or provinces where registration requirements are prohibited, such as California and Quebec. Residents of these states or provinces may either register as above or provide proof of when the unit was purchased and installed, such as an original invoice from the contractor with the Owner's name, address, purchase date, serial and model number.

**EXHIBIT 'A'**

File No.: 2069561-HO45 (KL)  
Property: 11617 Sabo, Houston, TX 77089

**A TRACT OR PARCEL OF LAND CONTAINING 0.0473 ACRES OF LAND, (2,060 SQUARE FEET), SITUATED IN THE S. D. SMITH SURVEY, ABSTRACT NO. 737, HARRIS COUNTY, TEXAS, BEING UNIT H, BUILDING SITE NO. 2, SAGEMONT PARK TOWNHOUSES, PHASE 1, AN UNRECORDED SUBDIVISION OUT OF RESERVE "A", KIRKWOOD, SECTION 6, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 167, PAGE 1, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, SAID 0.4728 ACRE TRACT OF LAND BEING THAT CERTAIN TRACT OF LAND AS CONVEYED TO ARTURO L. MONTEMAYER, JR. AND WIFE, STEPHANIE ANN SERRANO BY INSTRUMENT RECORDED IN DOCUMENT CF NO. T307183 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARING BASIS: DOCUMENT CF NO. T307183 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS).**

**COMMENCING AT A CALCULATED POINT FOR THE SOUTHEAST CORNER OF SAID S. D. SMITH SURVEY;**

**THENCE, N 45°05'10" W, A DISTANCE OF 353.74 FEET TO A CALCULATED POINT FOR CORNER;**

**THENCE, S 45°21'55" W, A DISTANCE OF 356.41 FEET TO A CALCULATED POINT FOR CORNER;**

**THENCE, S 44°38'05" E, A DISTANCE OF 175.79 FEET TO A CALCULATED POINT ON THE FACE OF A BUILDING FOUND FOR THE SOUTH CORNER OF THAT CERTAIN TRACT OF LAND DESIGNATED AS UNIT G, OF SAID SAGEMONT PARK TOWNHOUSES, SECTION 1, AS CONVEYED TO ELVA RAQUEL ALCOGER BY INSTRUMENT RECORDED IN DOCUMENT CF NO. R758591 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS, SAME BEING THE WEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;**

**THENCE, N 45°21'55" E, WITH THE COMMON LINE OF SAID UNIT G, A DISTANCE OF 75.00 FEET TO A CALCULATED POINT ON THE COMMON LINE OF SAID BUILDING SITE NO. 2, SAME BEING THE SOUTHWESTERLY LINE OF A PAVED PRIVATE DRIVE, FOR THE EAST CORNER OF SAID UNIT G, SAME BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;**

**THENCE, S 44°38'05" E, WITH THE COMMON LINE OF SAID BUILDING SITE NO. 2, A DISTANCE OF 27.46 FEET TO A CAPPED, (PRECISION), IRON ROD SET FOR THE EAST CORNER OF SAID BUILDING SITE NO. 2, SAME BEING THE EAST CORNER OF THE HEREIN DESCRIBED TRACT;**

**THENCE, S 45°21'55" W, WITH THE COMMON LINE OF SAID BUILDING SITE NO. 2, A DISTANCE OF 75.00 FEET TO A CAPPED, (PRECISION), IRON ROD SET FOR THE SOUTH CORNER OF SAID BUILDING SITE NO. 2, SAME BEING THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;**

**THENCE, N 44°38'05" W, WITH THE COMMON LINE OF SAID BUILDING SITE NO. 2, A DISTANCE OF 27.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0473 ACRES OF LAND, (2,060 SQUARE FEET), MORE OR LESS.**