

9805013

339-00-1717

1351

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS            X  
                                  X  
COUNTY OF MONTGOMERY        X

KNOW ALL MEN BY THESE PRESENTS:

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 Raymond J. Willburn and wife, Sherry L. Willburn (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 Grantor in the original principal amount of \$46,170.00 (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 Richard L. Rose, 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:

A 1.50 acre tract of land, more or less, out of Reserve "C", in Block Two (2), of TRES, a subdivision in Montgomery County, Texas, according to the map or plat thereof, recorded in Plat Cabinet G, Sheet 39A, of the Map Records of Montgomery County, Texas and being more particularly described on Exhibit "A" attached hereto.

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 "B" 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.

RLR\128471. ~~WILLBURN~~\DEAR.0

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.

Grantor has agreed to sell the property hereby conveyed to Grantee in reliance on Grantees' representation and warranty that Grantees will not sell the property in an unimproved condition to other parties, but intend to construct a single-family residence ("Residence") thereupon. Accordingly, Grantees hereby grant to Grantor the preferential right to repurchase from Grantees the property if Grantees do not desire to build a Residence thereon and intend to sell the property to a third party in its unimproved condition. In the event that Grantees offer the property for sale, exchange or other form of conveyance prior to the commencement of construction of a Residence thereon and Grantees receive an acceptable bona fide written offer (the "Sales Offer") for the sale of the property to a third party, Grantees shall first offer the property to Grantor, and Grantor shall have a period of fifteen (15) calendar days after Grantees shall have given Grantor written notice and a copy of the Sales Offer in which to elect to repurchase the property, at Grantor's option, for the price specified in the Sales Offer. If Grantor fails or refuses, within the fifteen (15) day period after the date of delivery of said notice and copy of the Sales Offer, to give Grantees written notice of its election to repurchase the property, Grantor shall be conclusively deemed to have elected not to repurchase the property.

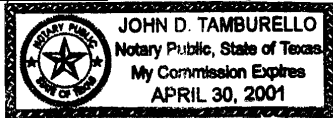
If Grantor exercises its option to repurchase the property as hereinabove provided, the repurchase closing shall occur within thirty (30) days after the date that Grantor exercises such repurchase option. At such closing, Grantor shall receive a credit against the repurchase price in the amount of any indebtedness of Grantees to Grantor which is secured by the property. Simultaneously with the payment of the repurchase price to Grantees, Grantees shall execute and deliver a special warranty deed conveying the property to Grantor, subject only to the matters of title to which the property was subject when conveyed to Grantees.

Executed to be effective as of the 9<sup>TH</sup> day of January, 1998.

Bill D'Amico  
Bill D'Amico, Trustee

THE STATE OF TEXAS X  
X  
COUNTY OF HARRIS X

This instrument was acknowledged before me on the 9 day of JANUARY, 1998, by Bill D'Amico, Trustee.



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

Grantees' Address:

12323 Attlee Drive  
Houston, Texas 77077

AFTER RECORDING RETURN TO:

Regency Title Company  
2200 Post Oak Blvd. #100  
Houston, Texas 77056  
GF No. 97-01-69185 JDT/mm

339-00-1720

**BEING** 1.500 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 1.500 acres being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod found for the northwest corner of Merlyn D. Bell 2.000 acre tract described in deed recorded under Clerk's File #9746466 of the Real Property Records of Montgomery County, Texas (RPRMCT) in the south line of Lake Conroe Drive on a curve to the left, based on a 60' right-of-way, for the northeast corner of herein described tract;

**THENCE** S.13°21'10"W., along the west line of said 2.000 acres (2.000 ac. Call N.13°21'10"E., 280.24') and the east line of herein described tract for a distance of 280.24 feet to a 1/2" iron rod found for an angle point in same;

**THENCE** S.16°37'41"W., along the west line of said 2.000 acres (2.000 ac. Call N.16°37'41"E., 106.53') and the east line of herein described tract for a distance of 106.53 feet to a 1/2" iron rod found for an angle point in same;

**THENCE** S.34°03'41"W., along the west line of said 2.000 acres (2.000 ac. Call N.34°03'41"E., 111.68') and the east line of herein described tract for a distance of 111.68 feet to a 1/2" iron rod found for an angle point in same;

**THENCE** S.09°40'11"E., along the west line of said 2.000 acres (2.000 ac. Call N.09°40'11"W., 25.15') and the east line of herein described tract for a distance of 25.15 feet to a 1/2" iron rod found for their southwest and southeast corners respectively in the 201 contour line of Lake Conroe, deed of which is recorded in volume 701, Page 823 MCDR;

**THENCE** S.72°31'40"W., along the 201 contour line of Lake Conroe and the south line of Reserve "C" for a distance of 46.49 feet to a 1/2" iron rod set for an angle point in same;

**THENCE** N.81°50'20"W., along the 201 contour line of Lake Conroe and the south line of Reserve "C" for a distance of 100.41 feet to a 1/2" iron rod set for an angle point in same;

**THENCE** S.83°36'00"W., along the 201 contour line of Lake Conroe and the south line of Reserve "C" for a distance of 66.81 feet to a 1/2" iron rod set for the southwest corner of herein described tract;

**THENCE** N.34°04'00"E., crossing said Reserve "C" for a distance of 492.24 feet to a 1/2" iron rod set for an angle point in the west line of herein described tract;

**THENCE** N.13°21'10"E., continuing across Reserve "C" for a distance of 100.00 feet to a 1/2" iron rod set for the northwest corner of herein described tract in the north line of Reserve "C" and the south line of Lake Conroe Drive, for the northwest corner of herein described tract;

**THENCE** in an easterly direction along the north line of Reserve "C" and the south line of Lake Conroe Drive on a curve to the left having a radius of 494.70 feet and a central angle of 07°32'43" for a distance of 65.15 feet to the **POINT OF BEGINNING** and containing 1.500 acres of land.

339-00-1721  
DECLARATION OF RESTRICTIONS

RESTRICTIONS ON SUBJECT PARCEL, HEREAFTER KNOWN AS THE SUBJECT 1.5 AC TRACT (OUT OF RESERVE 'C', OF 16.23 AC. TRACT) OUT OF 63.611 AC., RECORDED SUBDIVISION, 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 SERVANTS' 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, CONSISTING OF BILL D'AMICO AND AGNES D'AMICO.

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 HEREIN 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 "\_\_\_", THAT RUNS ADJACENT TO AND FOLLOWS THE ROAD EASEMENT FOR "LAKE CONROE DRIVE" OR NEARER TO SAID LOTS SIDES AND REAR LINES THAN 35'.

(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 OR 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 A 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 PROPER, EXCLUSIVE OF GARAGE, SHALL CONTAIN NOT LESS THAN EIGHTEEN HUNDRED (1,800) SQUARE FEET OF ONE-STORY DWELLINGS, AND SHALL CONTAIN NOT LESS THAN TWO THOUSAND FOUR HUNDRED (2,400) SQUARE FEET OF TWO-STORY DWELLINGS. SAID SQUARE FOOT AREAS SHALL BE MEASURED EXCLUSIVE OF OPEN PORCHES, GARAGES AND SERVANTS' QUARTERS. GARAGES MAY BE BUILT ATTACHED TO OR SEPARATE.

\_\_\_\_\_  
SIG. APPROVAL                      DATE

*Raymond Will*  
\_\_\_\_\_  
SIG. APPROVAL

*1/16/98*  
\_\_\_\_\_  
DATE

*Sherry L. Will*  
\_\_\_\_\_  
SIG. APPROVAL

*1/16/98*  
\_\_\_\_\_  
DATE

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 (1,500) NET SQUARE FEET.

NO GARAGE OR CARPORT SHALL FACE AND OPEN TO "LAKE CONROE DRIVE" AT LESS THAN A 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, SERVANTS' 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 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 OR 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 LEASH 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 THEREOF 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.

(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

SIG. APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

*[Signature]* 1/16/98  
SIG. APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_  
*[Signature]* 1/16/98  
SIG. APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

OTHER WASTES: RUBBISH, TRASH, GARBAGE OR OTHER WASTES SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS FOR FREQU JENT REMOVAL BY THE OWNER. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORA GE 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".

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 BUFFTECH OR EQUAL 3 RAIL P.V.C. 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 DWEL LING 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 OF 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) INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS THAT SHALL REMAIN IN FULL FORCE AND EFFECT.

(U) THE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF THIS DECLARATION SHALL RUN WITH AND BIND THIS 1.5ACTRACT AND 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 1.5ACTRACT AGREE THAT SHOULD THE SELLER DECIDE OR BE REQUIRED TO FILE A SUBDIVISION REVISION PLAT FOR ANY PORTION OF TRES SUBDIVISION.

SIG. APPROVAL      DATE

*[Signature]* 1/16/98  
SIG. APPROVAL      DATE

*[Signature]* 1/16/98  
SIG. APPROVAL      DATE

FILED FOR RECORD  
98 JAN 26 AM 11:35  
MARK TURNBULL, CO. CLERK  
MONTGOMERY COUNTY, TEXAS  
*[Signature]* DEPUTY

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.

JAN 26 1998



*[Signature]*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

1351

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS X  
COUNTY OF MONTGOMERY X

KNOW ALL MEN BY THESE PRESENTS:

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 Raymond J. Willburn and wife, Sherry L. Willburn (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 Grantor in the original principal amount of \$14,000.00 (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 Richard L. Rose, 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:

A 0.50 acre tract of land, more or less, out of Reserve "C", in Block Two (2), of TRES, a subdivision in Montgomery County, Texas, according to the map or plat thereof, recorded in Plat Cabinet G, Sheet 39A, of the Map Records of Montgomery County, Texas and being more particularly described on Exhibit "A" attached hereto.

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 "B" 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.

RLR\128467.1\NT\DEED\DT-WILLBURN\1831.0



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.

Grantor has agreed to sell the property hereby conveyed to Grantee in reliance on Grantees' representation and warranty that Grantees will not sell the property in an unimproved condition to other parties, but intend to construct a single-family residence ("Residence") thereupon. Accordingly, Grantees hereby grant to Grantor the preferential right to repurchase from Grantees the property if Grantees do not desire to build a Residence thereon and intend to sell the property to a third party in its unimproved condition. In the event that Grantees offer the property for sale, exchange or other form of conveyance prior to the commencement of construction of a Residence thereon and Grantees receive an acceptable bona fide written offer (the "Sales Offer") for the sale of the property to a third party, Grantees shall first offer the property to Grantor, and Grantor shall have a period of fifteen (15) calendar days after Grantees shall have given Grantor written notice and a copy of the Sales Offer in which to elect to repurchase the property, at Grantor's option, for the price specified in the Sales Offer. If Grantor fails or refuses, within the fifteen (15) day period after the date of delivery of said notice and copy of the Sales Offer, to give Grantees written notice of its election to repurchase the property, Grantor shall be conclusively deemed to have elected not to repurchase the property.

If Grantor exercises its option to repurchase the property as hereinabove provided, the repurchase closing shall occur within thirty (30) days after the date that Grantor exercises such repurchase option. At such closing, Grantor shall receive a credit against the repurchase price in the amount of any indebtedness of Grantees to Grantor which is secured by the property. Simultaneously with the payment of the repurchase price to Grantees, Grantees shall execute and deliver a special warranty deed conveying the property to Grantor, subject only to the matters of title to which the property was subject when conveyed to Grantees.

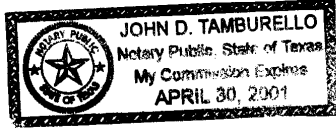
Executed to be effective as of the <sup>9<sup>th</sup></sup> day of January, 1998.

Bill D'Amico, Trustee  
Bill D'Amico, Trustee

339-00-1734

THE STATE OF TEXAS    Y  
                                  Y  
COUNTY OF HARRIS    Y

This instrument was acknowledged before me on the 9<sup>TH</sup> day of  
JANUARY, 1998, by Bill D'Amico, Trustee.



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

Grantees' Address:

12323 Attlee Drive  
Houston, Texas 77077

AFTER RECORDING RETURN TO:

Regency Title Company  
2200 Post Oak Blvd. #100  
Houston, Texas 77056  
GF No. 98-01-69185

RLR\128467.1\NT\DEED\DT-WILLBURN\1831.0

## Exhibit A

**BEING** 0.500 acre 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 0.500 acre being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod found for the northwest corner of Merlyn D. Bell 2.000 acre tract described in deed recorded under Clerk's File #9746466 of the Real Property Records of Montgomery County, Texas (RPRMCT) in the south line of Lake Conroe Drive on a curve to the right, based on a 60' right-of-way;

**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 07°32'43" for a distance of 65.15' to a 1/2" iron rod set for the northeast corner of and **POINT OF BEGINNING** of herein described tract;

**THENCE** S.13°21'10"W., crossing said Reserve "C" for a distance of 100.00 feet to a 1/2" iron rod set for an angle point in the east line of herein described tract;

**THENCE** S.34°04'00"W., continuing across Reserve "C" for a distance of 492.24 feet to a 1/2" iron rod set in the south 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 southeast corner of herein described tract;

**THENCE** S.68°49'30"W., along the 201 contour line of Lake Conroe and the south line of Reserve "C" for a distance of 36.29 feet to a 1/2" iron rod set for the southwest corner of herein described tract;

**THENCE** N.30°42'45"E., crossing said Reserve "C" for a distance of 607.42 feet to a 1/2" iron rod set for the northwest corner of herein described tract in the north line of said Reserve "C" and the south line of Lake Conroe Drive on a curve to the left;

**THENCE** in an easterly direction along the north line of Reserve "C" and the south line of Lake Conroe Drive on a curve to the left having a radius of 494.70 feet and a central angle of 02°38'28" for a distance of 22.80 feet to the **POINT OF BEGINNING** and containing 0.500 acre of land.

DECLARATION OF RESTRICTIONS

RESTRICTIONS ON SUBJECT PARCEL, HEREAFTER KNOWN AS THE SUBJECT .5 AC TRACT (OUT OF RESERVE 'C', OF 16.23 AC. TRACT) OUT OF 63.611 AC., RECORDED SUBDIVISION, 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 SERVANTS' 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, CONSISTING OF BILL D'AMICO AND AGNES D'AMICO.

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 HEREIN 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 "\_\_\_", THAT RUNS ADJACENT TO AND FOLLOWS THE ROAD EASEMENT FOR "LAKE CONROE DRIVE" OR NEARER TO SAID LOTS SIDES AND REAR LINES THAN 35'.

(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 OR 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 A 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 PROPER, EXCLUSIVE OF GARAGE, SHALL CONTAIN NOT LESS THAN EIGHTEEN HUNDRED (1,800) SQUARE FEET OF ONE-STORY DWELLINGS, AND SHALL CONTAIN NOT LESS THAN TWO THOUSAND FOUR HUNDRED (2,400) SQUARE FEET OF TWO-STORY DWELLINGS. SAID SQUARE FOOT AREAS SHALL BE MEASURED EXCLUSIVE OF OPEN PORCHES, GARAGES AND SERVANTS' QUARTERS. GARAGES MAY BE BUILT ATTACHED TO OR SEPARATE.

SIG. APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

*Ray V. Wells* 4/14/98  
 SIG. APPROVAL DATE  
*Henry L. Wellman* 1/10/98  
 SIG. APPROVAL DATE

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 ERRECTED 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 (1,500) NET SQUARE FEET.

NO GARAGE OR CARPORT SHALL FACE AND OPEN TO "LAKE CONROE DRIVE" AT LESS THAN A 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, SERVANTS' QUARTERS, OR OTHER SERVICE FUNCTION OF THE DWELLING ESTABLISHMENT SHALL BE ERRECTED 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 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 OR 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 LEASH 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 THEREOF 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.

(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 ERRECTED, 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

SIG. APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

*[Signature]* 4/16/98  
SIG. APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_  
*[Signature]* 4/16/98  
SIG. APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

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".

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 BUFFTECH OR EQUAL 3 RAIL P.V.C. 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 OF 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) INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS THAT SHALL REMAIN IN FULL FORCE AND EFFECT.

(U) THE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF THIS DECLARATION SHALL RUN WITH AND BIND THIS .5AC TRACT AND 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 .5AC TRACT AGREE THAT SHOULD THE SELLER DECIDE OR BE REQUIRED TO FILE A SUBDIVISION REVISION PLAT FOR ANY PORTION OF TRES SUBDIVISION.

SIG. APPROVAL                      DATE

*[Handwritten Signature]*                      1/16/98  
SIG. APPROVAL                      DATE  
*[Handwritten Signature]*                      1/16/98  
SIG. APPROVAL                      DATE

FILED FOR RECORD  
98 JAN 26 AM 11:35  
MARK TURNBULL, CO. CLERK  
MONTGOMERY COUNTY, TEXAS  
*[Signature]*  
DEPUTY

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.

JAN 26 1998

*[Signature]*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

RESTATED AND AMENDED DECLARATION OF RESTRICTIONS  
OF  
TRES COMMUNITY ASSOCIATION  
AMENDED JANUARY 1, 2019

**WHEREAS**, the property affected by these Deed Restrictions is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Montgomery County Texas as follows:

Clerk's Document No. 678-01-1136; Clerk's Document No. 97046466; Clerk's Document No. 9805013; Clerk's Document No. 9805015; Clerk's Document No. 99096979; Clerk's Document No. 2000003500; Clerk's Document No. 2000044726; Clerk's Document No. 2000050622; Clerk's Document No. 2000091888; Clerk's Document No. 2000101006.

**WHEREAS**, the Declaration vested authority in the Architectural Control Committee (the "ACC") to enforce and amend the Declaration by an instrument executed by a majority vote of the ACC members.

**WHEREAS**, the original Committee members were Bill D'Amico and Agnes Cecilia D'Amico.

**WHEREAS**, pursuant to the Declaration, Bill D' Amico and Agnes Cecilia D'Amico designated Don Schrock as their successor ACC member.

**WHEREAS**, pursuant to the Declaration, Don Schrock designated Ken Bitgood as his successor ACC member.

**WHEREAS**, pursuant to the Declaration, Ken Bitgood appointed Jennifer Cole and Paul Torretti as additional ACC members.

**WHEREAS**, required by the TEXAS PROPERTY CODE Section 204.011(d), the architectural control ACC authority over the entire subdivision vests in a civic association called Tres Community Association (the "Association").

**NOW, THEREFORE, BE IT RESOLVED** that the following conditions and requirements are hereby restated and amended for the Tres Community Association Architectural Control Guidelines and Regulations:

GUIDELINES AND REGULATIONS

The following are guidelines restated, amended and adopted by the Association to specify the standards, requirements and though process used in evaluating various exterior improvements. These guidelines may be amended from time-to-time as circumstances, conditions or opinions of the ACC dictate. The ACC has the right to deny approval for similar improvement based on the proximity of a property to a main street, road, boulevard or the visual relativity of the site to the overall development.

The ACC 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 contains shall in no event be deemed a waiver of the right to do so thereafter.

- A. The ACC may be expanded to include up to five members at the sole discretion of the ACC. Any change in the structure and membership of the ACC shall not be effective until reduced to writing and recorded in the real property records of Montgomery County, Texas.
  - a. In the event of death or resignation of any member of the ACC, the remaining member(s) shall have full authority to designate a successor.
- B. 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 constructed 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 or 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.
- C. 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 improvement. Including shrubbery and cutting of trees, 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 ACC.
  - a. In the event the ACC fails to approve or disapprove within Thirty (30) days after the receipt of the required plans and specifications, approval will not be required, and the related covenants set out herein shall be deemed to have been fully satisfied.
- D. Except as may be authorized in writing by the ACC, no portion of any building shall be located nearer than 15' to the closest utility easement line that runs adjacent to and follows the road for easement for "Lake Conroe Drive" or nearer to this tracts sides and rear line 35'. No slab or foundations of any type shall be located nearer than 35' to this tracts sides and rear lines.
- E. No noxious or offensive trade or activity of loud noises (including loud radio, T.V.,



stereo fixed or mobile) shall be carried upon this tract nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood.

- F. No trailer, basement, tent, shack, garage, barn, stable, or other out-building erected on this tract or any mobile unit including vans and motor-homes 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.
- G. Unless otherwise specified in previously filed deed restrictions, no residential structure erected upon this tract shall have less than one and one half dedicated for and used as the residential homesite and shall consist of not more than the 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 servant's quarters. The covered part of the dwelling proper, exclusive of garage, shall contain not less than two thousand (2000) square feet on one-story dwelling, and shall contain not less than two thousand, four hundred (2,400) square feet on two story dwellings. 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 the dwelling proper.
  - a. All buildings shall have either concrete slabs of 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 unit. All buildings shall be constructed with brick or stone or a combination of the two covering at least sixty (60%) per cent of the outside wall area. Except that at the sole options of the ACC, an exception may be made that would be in keeping with the overall intentions of these restrictions. No building shall be erected off the premises and moved from other premises onto this tract 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 be not less than one thousand, five hundred (1,500) net square feet.
  - b. No garage or carport shall face and open to "Lake Conroe Drive" at less than a ninety-degree angle except that at the sole option of the ACC, an exception may be made that would be keeping with the overall intentions of these restrictions.
- H. All roads and driveways off "Lake Conroe Drive" are to be finished concrete from "Lake Conroe Drive", however the ACC may approve variations from such construction requirements.
- I. 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 residents must be of good standing in their profession, must be known to do quality work and be approved by ACC.

If needed, owners are to allow a five-foot easement on side lines of this tract for underground utilities.

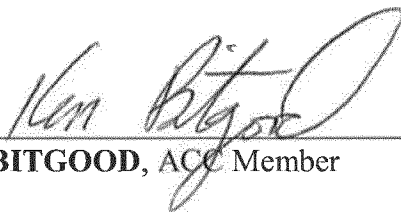
- J. At all times those areas of "Lake Conroe Drive" easement right-of-way and utility easements shall be maintained from encumbrances by personal or private property or parking of passenger vehicles and service vehicles relating to this tract during and after construction of any improvements on this tract. No campers, boats, trailers, motor homes, recreational vehicles of any type or non-running vehicles are to be parked or stored within view of "Lake Conroe Drive", nor in the front of any residence.
- K. 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. Horses and school sponsored or 4h club projects may be allowed, provided there is not more than an aggregate total of one per first two acres and one per each additional acre thereafter and providing pastures, paddocks, barns, pens, stables, and all improvements for keeping animals. (Be approved by the ACC).
- L. 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 out of and including this total tract. Nor shall said premises or any part thereof be used for violation of the laws of the state of Texas, the Unites States, the police, health, sanitary, building of fire code regulation, San Jacinto River Authority, or instruction relating to or affecting the use, occupancy or possession of any of this tract.
- M. No signs consisting of advertising display or devises of any type or kind shall be in public view on this tract, 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 the maximum allowable.
- N. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon this tract, no 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 upon this tract.
- O. No portion of this tract shall be used, or maintained as a camping ground for rubbish, trach, garbage or other wastes; rubbish, trash, garbage or other wastes shall not be kept except in sanitary containers for frequent removal by the owner from this tract. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition. In no case shall any of the above be located within one hundred (100) feet of any jointly owned property line within the 63+ acre tract.
- P. 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 sole

cause of obscuring or blocking the view of lake Conroe from any portion of the 63+ acre overall tract.

- a. Fences on the front and sides of each property must conform to the three (3) rail white polyvinyl chloride "PVC" fencing similar to existing in properties in the subdivision. Under no circumstances may any form of barbed wire fencing be used on this tract.
  - b. No outside clothes line shall be constructed or maintained on this tract within sight of "Lake Conroe Drive".
  - c. Each property owner is responsible for maintaining their vinyl fencing including repair and appearance.
- Q. 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 ACC, whose approval in writing is required before any residence which is not entirely completed shall be occupied.
- R. Firearms discharge are expressly prohibited on this tract.
- S. No sight-line limitations may be created by new plants or fences or other new obstructions or any existing obstructions which obstruct sight lines at elevations between two and six feet above roadways, within the triangular area formed by any roadway any 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 of sight lines.
- T. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all 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 63+ acre tract 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, restrictions and easements of the declaration may be amended by an instrument executed by a majority vote of the ACC of the 63+ acre tract. No amendment shall be effective until recorded in the deed records of Montgomery County, Texas.

This instrument may be signed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Signed this 23 day of FEBRUARY, 2019.



**KEN BITGOOD**, ACC Member

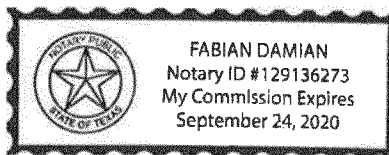
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

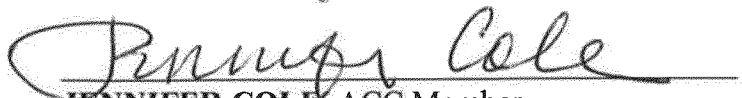
**KEN BITGOOD**, personally appeared before me, and being first duly sworn declared that he signed this instrument in the capacity designated, if any, and further states that he has read the above instrument and agrees to the provisions therein contained.



Notary Public, State of Texas



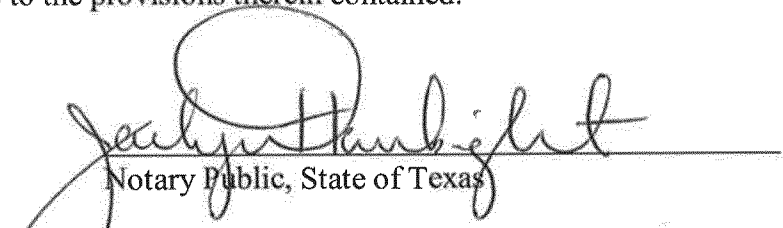
Signed this 23 day of FEBRUARY, 2019.

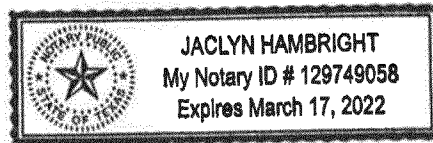
  
JENNIFER COLE, ACC Member

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

**JENNIFER COLE**, personally appeared before me, and being first duly sworn declared that she signed this instrument in the capacity designated, if any, and further states that she has read the above instrument and agrees to the provisions therein contained.

  
Notary Public, State of Texas



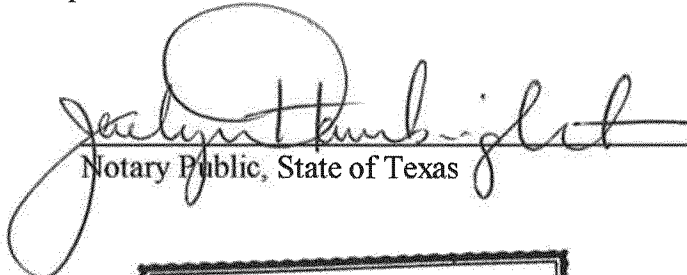
Signed this 25 day of February, 2019.

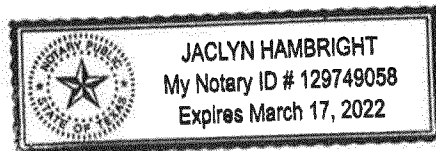
  
\_\_\_\_\_  
PAUL TORRETTI, ACC Member

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

**PAUL TORRETTI**, personally appeared before me, and being first duly sworn declared that he signed this instrument in the capacity designated, if any, and further states that he has read the above instrument and agrees to the provisions therein contained.

  
\_\_\_\_\_  
Notary Public, State of Texas



**E-FILED FOR RECORD**

02/25/2019 01:32PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**02/25/2019**



County Clerk  
Montgomery County, Texas



**DOC #2019084861**

8

AMENDED DECLARATION OF RESTRICTIONS  
OF  
TRES COMMUNITY ASSOCIATION  
AMENDED SEPTEMBER 1, 2019

**WHEREAS**, the property, Tres subdivision containing 63.611 acres of land situated in the Elijah Collard Survey, A-7 Montgomery County, Texas affected by these Deed Restrictions is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Montgomery County Texas as follows:

Clerk's Document No. 678-01-1136; Clerk's Document No. 97046466; Clerk's Document No. 9805013; Clerk's Document No. 9805015; Clerk's Document No. 99096979; Clerk's Document No. 2000003500; Clerk's Document No. 2000044726; Clerk's Document No. 2000050622; Clerk's Document No. 2000091888; Clerk's Document No. 2000101006.

**WHEREAS**, the Declaration established by the developer, Bill D'Amico, under Texas Property Code Section 201.011, vested authority in the Architectural Control Committee (the "ACC") to enforce and amend the Declaration by an instrument executed by a majority vote of the ACC members.

**WHEREAS**, the original Committee members were Bill D'Amico and Agnes Cecilia D'Amico.

**WHEREAS**, pursuant to the Declaration, Bill D' Amico and Agnes Cecilia D'Amico designated William Coffey as their successor ACC member.

**WHEREAS**, pursuant to the Declaration, William Coffey designated Bill D'Amico, Jr. as his successor ACC member.

**WHEREAS**, pursuant to the Declaration, Bill D'Amico, Jr. designated Don Schrock as his successor ACC member.

**WHEREAS**, pursuant to the Declaration, Don Schrock designated Ken Bitgood as his successor ACC member.

**WHEREAS**, pursuant to the Declaration, Ken Bitgood appointed Jennifer Cole and Paul Torretti as additional ACC members.

**WHEREAS**, required by the TEXAS PROPERTY CODE Section 204.011(d), the architectural control ACC authority over the entire subdivision vests in a civic association called Tres Community Association (the "Association").

**NOW, THEREFORE, BE IT RESOLVED** that the following conditions and requirements are hereby amended for the Tres Community Association Architectural Control Guidelines and Regulations:



## GUIDELINES AND REGULATIONS

The following are guidelines amended and adopted by the Association to specify the standards, requirements and though process used in evaluating various exterior improvements. These guidelines may be amended from time-to-time as circumstances, conditions or opinions of the ACC dictate. The ACC has the right to deny approval for similar improvement based on the proximity of a property to a main street, road, boulevard or the visual relativity of the site to the overall development.

The ACC 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 contains shall in no event be deemed a waiver of the right to do so thereafter.

- A. The ACC may be expanded to include up to five members at the sole discretion of the ACC. Any change in the structure and membership of the ACC shall not be effective until reduced to writing and recorded in the real property records of Montgomery County, Texas.
  - a. In the event of death or resignation of any member of the ACC, the remaining member(s) shall have full authority to designate a successor.
- B. 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 constructed 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 or 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 a tool shed or workshop, attached or unattached to the residence building.
- C. 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 improvement, 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 ACC.
  - a. In the event the ACC fails to approve or disapprove within Thirty (30) days after the receipt of the required plans and specifications, approval will not be required, and the related covenants set out herein shall be deemed to have been fully satisfied.

- D. Except as may be authorized in writing by the ACC, no portion of any building shall be located nearer than 15' to the closest utility easement line that runs adjacent to and follows the road for easement for "Lake Conroe Drive."
- E. No noxious or offensive trade or activity of loud noises (including loud radio, T.V., stereo fixed or mobile) shall be carried upon this tract nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood.
- F. No trailer, basement, tent, shack, garage, barn, stable, or other out-building erected on this tract or any mobile unit including vans and motor-homes 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.
- G. Unless otherwise specified in previously filed deed restrictions, no residential structure erected upon this tract shall have less than one and one-half acre dedicated for and used as the residential homesite and shall consist of not more than the one-family dwelling establishment, not to supersede existing deed restrictions. 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 servant's quarters. The covered part of the dwelling proper, exclusive of garage, shall contain not less than two thousand (2000) square feet on one-story dwelling, and shall contain not less than two thousand, four hundred (2,400) square feet on two story dwellings, not to supersede existing deed restrictions. 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 the dwelling proper.
- a. All buildings shall have either concrete slabs of 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 unit. All buildings shall be constructed with brick or stone or a combination of the two covering at least sixty (60%) per cent of the outside wall area. Except that at the sole options of the ACC, an exception may be made that would be in keeping with the overall intentions of these restrictions. No building shall be erected off the premises and moved from other premises onto this tract 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 be not less than one thousand, five hundred (1,500) net square feet, not to supersede existing deed restrictions.
  - b. No garage or carport shall face and open to "Lake Conroe Drive" at less than a ninety-degree angle except that at the sole option of the ACC, an exception may be made that would be keeping with the overall intentions of these restrictions.
- H. All roads and driveways off "Lake Conroe Drive" are to be finished concrete, not to supersede existing deed restrictions, from "Lake Conroe Drive", however the ACC may

approve variations from such construction requirements.

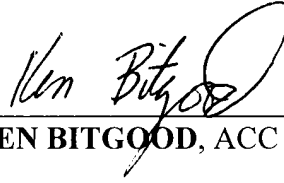
- I. No housing for garage, servant's quarters, or other service function of the dwelling establishment shall be erected or placed upon any building site until construction of the dwelling proper has been started and is actually underway. All builders must be of good standing in their profession, must be known to do quality work and plans must be approved by the ACC. If needed, owners are to allow a five-foot easement on side lines of this tract for underground utilities. All residences must be completed within one year of commencement of work.
- J. 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 this tract during and after construction of any improvements on this tract. No campers, boats, trailers, motor homes, recreational vehicles of any type or non-running vehicles are to be parked or stored within view of "Lake Conroe Drive", nor in the front of any residence.
- K. 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, not to supersede existing deed restrictions. All improvements for animals must be approved in writing by the ACC. Common household pets must be kept on the tract or on a leash at all times. Horses and school sponsored or 4h club projects may be allowed with ACC approval, provided there is not more than an aggregate total of one per first two acres and one per each additional acre thereafter and providing pastures, paddocks, barns, pens, stables, and all improvements for keeping animals.
- L. 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 out of and including this total tract. Nor shall said premises or any part thereof be used for violation of the laws of the state of Texas, the Unites States, the police, health, sanitary, building of fire code regulation, San Jacinto River Authority, or instruction relating to or affecting the use, occupancy or possession of any of this tract.
- M. No signs consisting of advertising display or devises of any type or kind shall be in public view on this tract, 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 the maximum allowable.
- N. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon this tract, no 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 upon this tract.
- O. No portion of this tract shall be used, or maintained as a camping ground for 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 from this tract. 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 thirty (30) feet, not to supersede existing deed restrictions, of any jointly owned property line within the 63+ acre tract nor be visible from Lake Conroe Drive.

- P. Fences on the front and sides of each property must conform to the three (3) rail white polyvinyl chloride "PVC" fencing similar to existing in properties in the subdivision. Under no circumstances may any form of barbed wire fencing be used on this tract. Each property owner is responsible for maintaining their vinyl fencing including repair and appearance. No outside clothing line shall be constructed or maintained on any tract within sight of "Lake Conroe Drive".
- Q. 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 ACC, whose approval in writing is required before any residence which is not entirely completed shall be occupied.
- R. Firearms discharge are expressly prohibited.
- S. No sight-line limitations may be created by new plants or fences or other new obstructions or any existing obstructions which obstruct sight lines at elevations between two and six feet above roadways, within the triangular area formed by any roadway any 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 of sight lines.
- T. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all 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 63+ acre tract 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, restrictions and easements of the declaration may be amended by an instrument executed by a majority vote of the ACC of the 63+ acre tract. No amendment shall be effective until recorded in the deed records of Montgomery County, Texas.

This instrument may be signed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Signed this 12 day of SEPTEMBER, 2019.

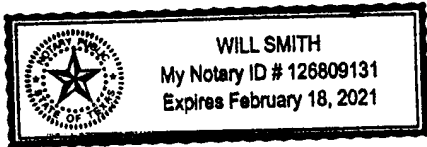


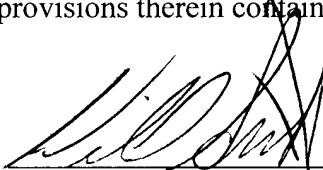
**KEN BITGOOD**, ACC Member

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

**KEN BITGOOD**, personally appeared before me, and being first duly sworn declared that he signed this instrument in the capacity designated, if any, and further states that he has read the above instrument and agrees to the provisions therein contained.





Notary Public, State of Texas

Return to:  
Paul Torretti  
9342 Lake Conroe Dr.  
Conroe, TX 77304

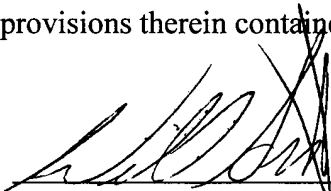
Signed this 12 day of September, 2019.

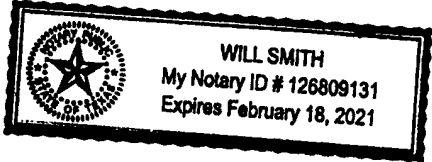
  
\_\_\_\_\_  
PAUL TORRETTI, ACC Member

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

PAUL TORRETTI, personally appeared before me, and being first duly sworn declared that he signed this instrument in the capacity designated, if any, and further states that he has read the above instrument and agrees to the provisions therein contained.

  
\_\_\_\_\_  
Notary Public, State of Texas



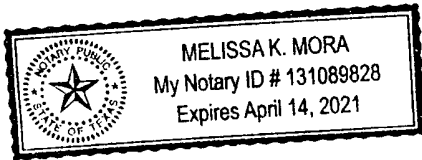
Signed this 11 day of September, 2019.

*Jennifer Cole*

**JENNIFER COLE, ACC**  
Member

STATE OF TEXAS       §  
COUNTY OF MONTGOMERY       §

**JENNIFER COLE**, personally appeared before me, and being first duly sworn declared that she signed this instrument in the capacity designated, if any, and further states that she has read the above instrument and agrees to the provisions therein contained.



*Melissa K. Mora*

Notary Public, State of Texas

Signed this 11 day of September, 2019.

FILED FOR RECORD  
09/12/2019 09:13AM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number  
sequence on the date and time stamped herein  
by me and was duly RECORDED in the Official Public  
Records of Montgomery County, Texas.

09/12/2019



County Clerk  
Montgomery County, Texas



**NOTICE OF MEMBERSHIP OF THE TRES  
ARCHITECTURAL CONTROL COMMITTEE**

WHEREAS, the Tres Architectural Control Committee (the "ACC"), pursuant to the covenants found in the deeds of certain property in and around the 63.611 acres of land situated in the Elijah Collard Survey, A-7 Montgomery County, Texas, hereby gives notice of the succession of its membership.

WHEREAS, the ACC was first established by Bill D'Amico, the developer of certain property in and around the 63.611 acres of land situated in the Elijah Collard Survey, A-7 Montgomery County, Texas ("Tres").

WHEREAS, on September 23, 2003, Bill D'Amico provided written notice of the following pertaining to the ACC: (1) he and his wife, Agnes D'Amico, acted as the ACC until a certain amount of property was sold; (2) once that certain amount of property was sold, more members were added to the ACC; (3) he was substituting Bill D'Amico, Jr., for himself on the ACC and that his wife had requested to be removed from the ACC; (5) effective September 23, 2003, the ACC consisted of Walter Coffey, Chairman, Dutch Bell, Walter King, Mike Wale and Bill D'Amico, Jr.; (6) it is the ACC's desire that all laws and property restrictions be observed and enforced; (7) only the ACC, by majority rule, has the authority to grant variances to property restrictions; (8) all said variances must be approved in writing and signed by the ACC; and (9) the ACC is responsible for reviewing building and improvement plans submitted by landowners to ensure compliance with recorded restrictions.

WHEREAS, Bill D'Amico, Jr., served as ACC Chairman following Walter Coffey's tenure as ACC Chairman.


WHEREAS, Don Schrock served as ACC Chairman following Bill D'Amico, Jr.'s tenure as ACC Chairman.

WHEREAS, Ken Bitgood has served as ACC Chairman following Don Schrock's tenure as ACC chairman.

WHEREAS, Ken Bitgood, as Chairman of the ACC, appointed Jennifer Cole and Paul Torretti as additional ACC members.

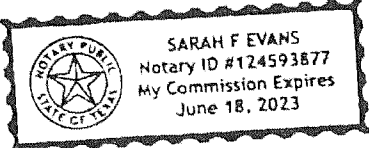
WHEREAS, as of the filing of this Notice, the ACC of the Tres subdivision consists of Ken Bitgood, Chairman, Jennifer Cole and Paul Torretti.

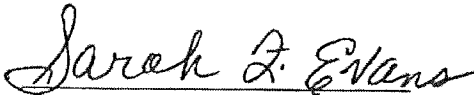
SIGNED this 7<sup>th</sup> day of July, 2021.

  
\_\_\_\_\_  
**KEN BITGOOD, ACC Member**

STATE OF TEXAS                   §  
   §  
COUNTY OF MONTGOMERY       §

Ken Bitgood, personally appeared before me, and being first duly sworn, declared that he signed this document in the capacity designated and that he has read the forgoing instrument and agrees to the provisions contained therein.



  
\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

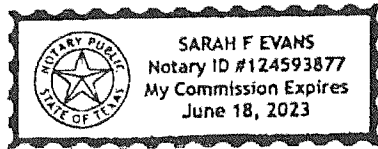
  
PAUL TORRETTI, ACC Member

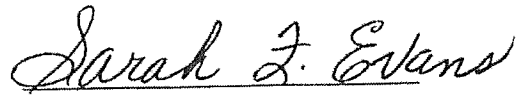
STATE OF TEXAS

§  
§  
§

COUNTY OF MONTGOMERY

Paul Torretti, personally appeared before me, and being first duly sworn, declared that he signed this document in the capacity designated and that he has read the forgoing instrument and agrees to the provisions contained therein.



  
NOTARY PUBLIC, State of Texas

*Jennifer Cole*

JENNIFER COLE, ACC Member

STATE OF TEXAS

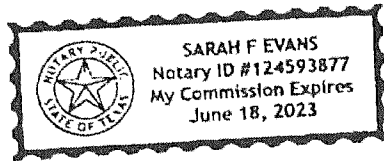
§

COUNTY OF MONTGOMERY

§

§

Jennifer Cole, personally appeared before me, and being first duly sworn, declared that she signed this document in the capacity designated and that she has read the forgoing instrument and agrees to the provisions contained therein.



*Sarah F. Evans*

NOTARY PUBLIC, State of Texas

**E-FILED FOR RECORD**

07/08/2021 10:45AM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**07/08/2021**



County Clerk  
Montgomery County, Texas