

E. **Lot** shall mean and refer to the land or lands described by the "metes and bounds" property description set forth in or incorporated by reference and stated in the deed for each lot owned by an Owner who signs this instrument.

F. **Owner** shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Likewise, the term *owner* shall not include any mortgagee or lien holder who merely holds a security interest in the property.

G. **Plat** as used in these Revised Deed Restrictions shall **not** mean or imply that any plat had at any time been approved by the Commissioners Court for Montgomery County, Texas, and recorded in the Map Records of Montgomery County, Texas, for the purpose of describing lands and easements in what is known as "Hunters Point Subdivision". For the purpose of these Revised Deed Restrictions, the term "plat" shall mean and refer to a survey plat prepared by CTB Surveying, dated July 1, 1981, and informally accepted by all of the owners signing these Revised Deed Restrictions for the purpose of identifying and locating lots, roads, and easements for utilities and other purposes.

H. **Single Family** shall mean and refer to a family as that term is commonly understood, including persons married to each other, together with others who are related in direct line of descendancy, such as parents, children or grandparents. Such term does **not** include persons from different families unless such persons are part of any present or future legally recognized arrangement such as common law marriage, domestic union, domestic partners and the like. Such term does **not** include housing for disabled persons protected under the **Community Homes For Disabled Persons Location Act**, and similar statutes. Such term does **not** include other, unprotected arrangements for hire such as rooming or boarding arrangements, churches, schools, training facilities, or any arrangements for illicit, immoral or dangerous purposes.

I. **Subdivision** shall mean and refer to what is commonly known as "Hunters Point Subdivision," and is the real property contained within the perimeter boundaries as described in a document recorded in the Real Property Records of Montgomery County, Texas, and recorded at Clerk's File No. 8344531.

J. **Vote or voting** shall mean and refer to all votes cast by the owner designated to vote, whether in person or by proxy, in an open meeting or by ballot, or in the form of a nomination, in matters pertaining to the corporate affairs of the Association, in matters pertaining to the subdivision and restriction of lots in the subdivision, in other matters regarding the term of these revised restrictions, their term and the extension of their term. All such voting shall consist of one vote for each lot owned, regardless of the number of owners of such lot. For lots owned by more than one person such owners must designate in writing the name of the owner who shall cast all votes for such lot. On all matters submitted to the Owners for a vote, such matters shall be decided by a majority of the votes cast upon such measure, whether in person or by proxy, unless a greater number of votes is required for such measure, either by these Revised Restrictions or the bylaws of the Association.

K. **Effective Date** shall mean and refer to the date these Revised Deed Restrictions and Covenants shall be filed for record in the Real Property Records of Montgomery County, Texas.

ARTICLE I.

1.01 **TERM OF THE REVISED RESTRICTIONS:** Subject to any amendment that may be adopted under Paragraph 5.06 below, the initial term of these Revised Deed Restrictions shall be for a period of **25** years after this instrument is filed for record in the Real Property Records, Montgomery County, Texas. Upon the expiration of the initial term, these Revised Deed Restrictions shall be automatically extended for successive **ten** year extension terms unless, before the expiration of any **ten**-year extension term, the owners of **75%** of the lots in **Hunters Point Subdivision** sign an instrument agreeing to change these Revised Deed Restrictions to any extent and such owners file such instrument for record in the Real Property Records of Montgomery County, Texas. Any such change shall not take effect until the end of the term during which the instrument stating such changes is signed and filed for record.

1.02 **SEVERABILITY:** All parts of these Revised Deed Restrictions and Covenants, shall be severable, so that the invalidation of any **one** part shall not operate to invalidate any other provision of these Revised Deed Restrictions, and all other provisions shall remain in full force and effect.

1.03 **ENFORCEMENT:** These Revised Deed Restrictions and Covenants shall be enforced by proceedings at law or in equity against any persons or parties violating or attempting to violate any restrictions, covenants or terms and the remedy may lie in the injunction or restraint of violation, the recovery of damages, and such other remedy that may be otherwise provided herein. The right of legal action in enforcement shall accrue to any owner of property in this subdivision or any claimant thereunder, to the Association, the ACC, and to any political unit or government authority having jurisdiction in the matter in question. A party bringing a successful action for violation of deed restrictions and covenants shall be entitled to recover its reasonable attorney's fees and court costs. Additional penalties may be assessed by a Court against a violator pursuant to Section 202.004 (c) of the Texas Property Code.

1.04 **LIENS:** Liens upon any lot, building site or tract of land in this subdivision given to secure payment of notes for purchase money advanced or for improvements made, or for the extension or renewal of such indebtedness or notes, or any part thereof, shall not be invalidated or affected in any way by any violation of these covenants on the part of any person or party acquiring any such lot, building site or tract of land; such liens shall remain in full force and priority in the case of any court judgment against the owner of such lot, building site or tract of land; said premises shall remain subject to liens; and no release of any restrictive covenants, or any part thereof, shall be construed as against the original purchaser, his heirs, executors, administrators, assigns or successors, as the case may be; and sale under a foreclosure of such liens as hereinabove recited shall pass title to such premises subject to the restrictive covenants then in effect.

1.05 ARCHITECTURAL CONTROL COMMITTEE: All plans, proposals and other matters pertaining to the design, location, appearance, construction, alteration and modification of improvements on all lots in the Subdivision shall be controlled by the ACC. No Owner nor any Contractor working for an Owner intending or proposing to construct or place any improvement of any nature, including homes, drives, walkways, garages, fences, walls, piers, boat houses, storage and other outbuildings on any lot in the Subdivision shall begin such improvement until the ACC shall have approved in writing the proposed activity. The ACC shall, with the approval of a majority of the members of the Board, charge a reasonable fee for all applications that are submitted. The ACC shall review and control all such proposed actions as to the overall plan and scheme of development of the Subdivision, and the compatibility and harmony of the proposed action in relation to the existing buildings and homes in the Subdivision.

1.06 MEMBERSHIP OF ARCHITECTURAL CONTROL COMMITTEE: The ACC is currently composed of **three** property owners. Members of the Committee shall serve staggering terms of **three** years and may be reappointed by the Board of Directors. In the event of death or resignation of any member, the Board shall designate a successor. The members of the Committee or its designated representative, shall be entitled to compensation for expenses incurred as authorized by the Board.

1.07 PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. Each applicant must submit **two** set of plans and specifications to the Committee for approval, one set to be kept in a permanent file. The ACC shall make all of its decisions within **45** calendar days after having received from the lot owners the complete and final disclosures required for proposed construction. If the ACC fails to approve or disapprove any such proposed construction within such **45** day period, then the ACC's approval shall be conclusively presumed, but only as to the exact construction described in the disclosures made by the lot owner.

1.08 VARIANCES: The ACC shall have the right to grant variances from compliance with these deed restrictions and covenants when circumstances such as topography, natural obstructions, lot configuration, lot size, or environmental considerations may require such variance, but the ACC must adhere to the following procedures:

- a. The ACC shall pass, by a majority vote of the Committee, a resolution authorizing a property owner to propose a variance for his/her property to the Association.
- b. The petitioner shall then obtain the written consent to the variance of at least **75%** of the owners of lots in the subdivision.
- c. The variance shall then be deemed approved and the ACC shall issue the written variance to petitioner.
- d. All variances when granted shall be filed for record in the Real Property Records of Montgomery County, Texas.

- e. Granting a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular Lot and particular provisions hereof covered by said variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lot concerned and the Plat.

ARTICLE II.

2.01 **LAND USE:** Building sites, lots or tracts shall be used for single-family residential purposes only, with exception that any building site, lot or tract, etc. may be used as required for installation of a utility or other use deemed required by the ACC. All houses or buildings shall be constructed of new materials. No owner may place or install on any lot any mobile home, manufactured, or pre-constructed home. All drives shall be paved. Any common area shall be for the express use of property owners of said subdivision and may be used for the purposes of providing tennis courts, swimming pool, boat launching facilities, and recreation parks as designated.

2.02 **EASEMENTS:** All Owners joining in these Revised Deed Restrictions, for themselves and the Lot or Lots they own, agree and stipulate that the easements as shown on the Plat of the Subdivision have been and are now dedicated for the installation, operation and maintenance therein of utilities servicing the needs of residents of this subdivision. Ground easements are drawn and marked on the survey. Any facilities such as storm sewers, water mains, sanitary sewers, gas mains, electrical power lines and telephone lines will be installed upon easements as dedicated. Title to all utility systems and to all parts thereof shall remain vested in the person, firm, corporation, or political unit having due and legal authority to install, own and operate such systems, and no right of ownership therein, or of any part thereof, shall pass to any owner of real property in this subdivision by virtue of such ownership. The owners of utility systems shall have the rights of ingress and egress for purposes of installation, operation and maintenance.

2.03 **BUILDING SITES:** A building site consists of one lot, or one or more lots or part of lots, or parts of two adjoining lots. Building sites made up of fractional parts shall be no smaller in area and have no less footage than 12,000 square feet. No owner or owners may subdivide any lot or combine any lots or portions of lots unless such action is approved in advance by the ACC and unless the smallest subdivided portion of such Lot, after subdivision, meets the requirements of this paragraph. In considering any such proposed action, the ACC shall consider not only the lot or lots involved, but also the effects such actions may have on adjoining lots, including access to such lots for all purposes, including over roads and utility easements.

2.04 **BUILDING TYPE AND SIZE:** The residence erected upon any building site shall consist of no more than one single-family dwelling establishment. All buildings, residential or otherwise, are to be erected on a concrete foundation and have an engineer's seal prior to approval by the committee. The slab elevation of any and all living quarters shall be above the 207 foot elevation. In all cases, construction must comply with the applicable laws and building codes in force at the time of construction. In the event of a conflict between building codes and these restrictions, an exception must be requested of the Architectural Control Committee citing the appropriate

regulation which is in conflict. The main living area of the dwelling proper, exclusive of porches, carports, and garages, in a one story dwelling, shall contain a minimum of 1,600 square feet for waterfront lots, 1,400 square feet for off water lots; if a two story structure is built, the ground floor shall contain a minimum of 1,000 square feet.

2.05 BUILDING LOCATION ON SITE: All improvements, other than access drive, sidewalks, landscaping and underground utilities, shall be constructed only within building lines designated for each Lot, as shown on the "Table of Set Back Lines" which is attached to this instrument and marked Exhibit "A". If a building is placed adjacent to an easement and encroaches in any amount upon such easement, whether by the foundation, the building, or the eaves, then such encroachment may be removed by the owner of the easement involved, at the expense of the owner of the building. All residences shall be erected with the front facing the street. For lots which face two streets, the ACC shall determine which street shall be deemed the frontage street.

2.06 SEQUENCE OF BUILDING: No construction for garage or other service function of the dwelling establishment shall be erected or placed upon building site until construction of the main dwelling proper has been started and is actually under way. The exterior of all buildings under construction must be completed within one year after the actual start of construction. The ACC shall have the right to determine whether such buildings are completed and shall have the right to take enforcement action under this provision.

2.07 TEMPORARY STRUCTURES AND UTILITY BUILDINGS: No temporary structures such as a trailer, tent, shack, shed, storage room or garage shall be used at any time on any building site in this subdivision as either temporary or permanent residence. Only utility sheds approved by the ACC shall be permitted on any lot and are to be placed within the building lines of said lot.

2.08 WATER SUPPLY: Water for the subdivision will be provided by distribution lines connected with a central water system. Shallow water wells shall be allowed for yard care and maintenance only, subject to the applicable laws for water well permits.

2.09 SANITARY SEWERS: A central sewer system is available to every lot in the subdivision and no other form of sanitary sewer disposal shall be permitted.

2.10 FENCES, HEDGES AND WALLS: For the overall aesthetics of the subdivision, fencing is not encouraged. The only fencing allowed shall be black iron (or aluminum) ornamental style as approved by the ACC. Only fences that are no higher than six feet above ground and no closer to the front street property lines than the front of the dwelling located on said lot and no closer than ten feet to the side street (if corner lot) shall be permitted. On all lots backing up to the lake shore line, approved fencing shall be permitted to the bulkhead. Hedging for landscaping or decorative purposes in front of building lines shall be no higher than three feet. Higher hedging shall follow fencing restrictions. No walls shall be permitted. It is the intention of these Deed Restrictions and Covenants that the lot owners' views of the lake shall not be obstructed by fences and hedges; therefore, when approving height, location and materials, the ACC shall keep this intention in mind.

2.11 **PRIVACY SCREENS:** Privacy screens may be constructed along back, or along interior property lines of adjacent lots so long as the owners of the lots involved agree in writing upon the location and composition of the privacy screen and such screens do not block any view of Lake Conroe from a home on either lot. The written plan and agreement shall be submitted in advance of construction or installation for review and approval of the Architectural Control Committee, which shall consider the view of Lake Conroe by other lot owners, the size, height, and materials of the proposed privacy screen. The consent or rejection of the Architectural Control Committee shall be in writing and delivered to the owners of both of the lots involved in the application.

2.12 **PIERS AND BOAT HOUSES:** Owners of waterfront lots wishing to erect any of the above must submit plans and specifications in writing to the ACC for approval. Enclosed boat houses shall not be permitted in order to maintain the minimal obstruction of lot owners' views. The committee's consent or rejection shall be in writing and in no case will a plan considered sub-standard in design or material be approved. All piers, docks and boat houses shall be located at least eight feet inside an extension of the side property lines of the lot, this being the same building line for interior lot lines. In addition, all plans for all docks and boat slips shall be approved in writing by the San Jacinto River Authority and all other governmental agencies having jurisdiction.

2.13 **NUISANCES:**

A. Abatement of Nuisances.

- (1) Entry. If the Board determines in its discretion that a nuisance, as defined below, exists on any lot, the Board shall give immediate written notice of such condition to the owner, who must remove such nuisance at no cost to the Board within **fifteen** days after such notice is mailed. If the Board determines in its discretion that any nuisance poses an immediate and substantial risk of harm to the persons or the property of any one or more of the other residents of the Subdivision, or if the lot owner fails for any reason to remove the nuisance within the time provided by the written notice, then the Board shall be entitled to enter the lot and, if necessary, any residence or structure on the lot, and remove and dispose of the nuisance, without being guilty of trespass, conversion, or any tort or other civil wrong, as long as the Board acted in good faith and not in any arbitrary or capricious nature or manner.
- (2) Costs and Expenses. The owner of any lot having the nuisance shall be liable to the Board for its reasonable costs and expenses in removing and abating the nuisance, including its reasonable attorney's fees. No lot owner shall be entitled to require the Board to take any action to abate or remove a condition that may be a nuisance if the Board has determined in its discretion that such condition is not of a nature that requires entry onto a lot and removal of a nuisance.

- B. **Definitions.** At all times, each lot in the subdivision whether residential or reserved lots, shall be kept free of nuisances, which means, but is not limited to, the following:
- (1) detrimental, offensive, dangerous, or unattractive conditions, as determined by the Board of Directors in its reasonable discretion;
 - (2) weeds and wild brush more than one foot in height, except for state protected wild flowers;
 - (3) privy, cess pool, untreated septic and gray water drainage;
 - (4) dogs commonly known as "pit bulls" and all wild, ungovernable and dangerous animals;
 - (5) swimming pools, whether above or below ground, that are not completely surrounded by a fence with a security gate capable of keeping out small children and which have not been specifically approved in advance by the Committee;
 - (6) explosions, other than ordinary celebratory fireworks, discharge of guns, pistols, cannons or firearms of any kind or character, sirens, horns or other equipment designed to make loud noises (except for ordinary automotive and household security alarms which are permitted); and,
 - (7) construction equipment and machinery, trucks larger than one-ton, tractor-trailer rigs, commercial trucks and delivery vehicles not being actively used in home construction and street repair in the subdivision, parked on the streets of the subdivision overnight or for long periods of time.

2.14 **LEASING AND RENTALS:** Lots may be leased for single-family residential purposes and carry owner privileges of use and responsibilities to common property. A lease shall have a minimum term of at least six months. No subleasing or timesharing of dwellings is permitted. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Revised Deed Restrictions and Covenants and the rules of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may elect to evict the tenant on behalf of the owner if a cure is not effected after a 30 day written notice to both the lessee and the owner. The Board shall specifically assess all costs associated therewith against the owner and the owner's property. Owners shall notify the Association if their lots are leased or rented. Owners shall also provide the Association with the name of the tenant, names of all individuals who will be living in the dwelling (to insure community knowledge for safety reasons), a copy of the lease and the current mailing address of the owner of the lot.

2.15 **OCCUPANTS BOUND:** Notwithstanding anything contained herein to the contrary, any owner, lessee, guest, or other occupant of any residence of the subdivision shall be bound by and be entitled to comply with all of the provisions of these covenants. All owners of record shall continue to be bound by and be entitled to comply with the covenants, and to provide true and correct copies of the covenants to any party which is occupying or has rights of use of the dwelling.

2.16 **GARBAGE AND TRASH DISPOSAL:** No garbage or trash or other refuse accumulated in this subdivision shall be permitted to be dumped at any place upon adjoining land where a nuisance to any residence in this subdivision is or may be created. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.

2.17 **ON THE STREET PARKING AND STORAGE:** At all times those areas of street right-of-way between pavement and property lines shall be free of encumbrances by personal or private property, except for guest parking of passenger vehicles in operable condition and in regular use. The Board shall have the right to use its discretion in enforcement of this provision and may order the removal of any such vehicles at the lot owner's expense. Camping or occupancy of a recreational vehicle for periods in excess of 72 hours is prohibited. Owners are urged to not store boats and/or trailers in yards or driveways in front of residences and to be considerate of neighbors, working toward an attractive neighborhood appearance which benefits all property owners.

2.18 **SIGNS:** No signs consisting of advertising display or devices of any type or kind shall be in public view on any building site in this addition, except for builder's signs during the construction and sales period, or to advertise a property for sale or for rent, in which latter case one sign on the building site of not more than five square feet of sign space shall be the maximum allowable. A second similar sign is allowed on the lake front.

2.19 **ANIMALS AND PETS:** No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any lot with the exception of dogs, cats or other usual and common household pets in reasonable number, as determined by the Board. No pets shall be kept, bred or maintained for any commercial purpose. All pet owners shall abide by the laws of Montgomery County animal control ordinance; therefore, pets are to be confined to the owner's property or restrained by leash at all times.

2.20 **DRAINAGE:** Natural drainage of streets, lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting the flow. Where possible, driveways shall follow the natural contour of the ditch, eliminating any need for culverts.

2.21 **USE OF COMMON AREA:** The Common Area of the Subdivision includes all areas now or hereafter owned by the Association for its members and may include piers, bulkheads, boat launch, swimming pool, tennis courts, basketball courts, and areas for children's playground and related equipment, or such additional facilities the Board may determine appropriate. The Board shall adopt from time to time rules and regulations to govern the use of these facilities by the Association

members and their guests. Such rules may limit the access to and use of such facilities to members who are current in their assessments and their guests when accompanied by the member.

2.22 VIOLATIONS: Violations of these provisions shall be enforced by the Board and any such violators shall be subject to \$50 fines per month for each continuing or recurring violation. Fines may be levied against owners or occupants. If a fine levied against an occupant is not paid in a timely manner, the fine will then be levied against the owner. In this context, "occupant" includes a renter or a tenant under a lease, as the case may be.

ARTICLE III.

3.01 ASSESSMENTS: Declarant hereby covenants for each lot within the subdivision and each owner of a lot is hereby deemed to covenant by acceptance of a deed to property within the subdivision, whether or not the same shall be so expressed in his deed, to pay annual assessments and special assessments to the Hunters Point Property Owners Association, Inc. in accordance with the terms of this instrument. The annual and special assessments, together with interest, costs of collection and reasonable attorney's fees, shall be a charge on the land, a continuing lien on each lot against which such an assessment is made. If the assessment charged against any lot is delinquent, then the Owner of such Lot shall not be eligible to vote at any election held by the Association until such Owner pays all delinquent maintenance assessments and the interest that shall have accrued upon such delinquent assessment. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them, but shall continue as liens against the land.

3.02 PURPOSE OF ANNUAL ASSESSMENT: The Annual Assessment shall be used exclusively to promote the health, safety, welfare, recreation, and for the general benefit of the residents of the subdivision and for the improvement and maintenance of the common areas within the subdivision. The Annual Assessment may include the expenditures of the Association or other governing body (or bodies) for:

- a. Maintenance and repair of the roads and other common areas within the subdivision.
- b. Purchase and construction of facilities and equipment on the common areas for the use of owners.
- c. Insurance on the common area property and facilities, including public liability, workmen's compensation, fire and extended coverage, etc.
- d. At the discretion of the Association, a policy of fidelity coverage to protect against dishonest acts on the part of officers, directors and employees of the Association .
- e. At the discretion of the Association, a directors' and officers' liability policy.

3.03 ANNUAL ASSESSMENT:

- f. **OBLIGATION.** Effective January 1, 2001, the assessment due for each calendar year for each lot is **\$324**. The assessment for each year must be paid by April 1 of that year, and if not paid by such date shall thereafter be delinquent until fully paid, including principal and interest. All delinquent assessments shall bear interest at the rate of 18% per annum compounded annually, accrued upon the unpaid principal, until such assessment is fully paid, including principal and interest. All amounts paid upon a delinquent assessment shall be first applied upon the unpaid costs of collection, including attorney's fees, and then upon the accrued, unpaid interest, and then the remainder, if any, shall be applied upon the unpaid principal balance.
- g. **AMOUNT.** Prior to the end of each calendar year, the Board of Directors of the Association shall set the maintenance assessment for the next calendar year. The Annual Assessment set for any year may not exceed the prior year's assessment by more than 10% unless the increase is approved by the vote of 75% of the votes cast in person or by proxy, at a membership meeting called for the purpose of considering such increase. The Bylaws of the Association may provide rules regarding the timing, manner and notice, if any, of such elections regarding maintenance assessments.
- h. **INTEREST.** No obligation to the Association shall bear interest at an annual rate greater than that allowed by law for contracts. This applies to all charges and assessments whether annual or special. All charges, contracts for and collections of amounts of interest under any circumstance that is in excess of the highest lawful rate of interest shall automatically be subject to such reduction, refund or recalculation that would be sufficient to bring the effective rate of interest on any such obligation charge or payment to no more than the highest lawful rate of interest.

3.04 **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:** In addition to the Annual Assessment authorized above, the Association may levy an assessment applicable to that year only for the purpose of defraying in whole, or in part, the cost of any construction and reconstruction, repair or replacement of a capital improvement on the common areas, including fixtures and personal property related thereto. No special assessment shall be charged unless it is approved at a meeting of the property owners specifically called for such purpose, for which notice has been sent to all of the owners of lots in the Subdivision, and such assessment is adopted by a of at least 75% of the votes cast at such meeting, whether in person or by proxy. Voting shall be one vote for each lot owned, and owners may be present at such meeting or may vote by written proxy delivered to the Association before the time scheduled for the meeting.

3.05 **SPECIAL ASSESSMENTS FOR LOT MAINTENANCE.** In addition, each owner is responsible for the maintenance, clearing, or mowing of each and every lot owned by him, as frequently as necessary to maintain a neat and trim appearance of those lots in relation to the rest of the subdivision. If the owner does not do so, then the Owners Association, at the sole discretion of

a majority vote of the directors, may have the necessary mowing and maintenance done and will assess each said owner for the actual cost incurred for the work involved. Interest on unpaid, delinquent special assessments shall accrue at the same rate as that imposed on regular assessments.

3.06 NOTICE AND VOTE FOR ACTION AUTHORIZED UNDER SECTIONS 3.03, 3.04 AND 3.05 ABOVE: Written notice of any membership meeting called for the purpose of taking any action authorized in Sections 3.03, 3.04, and 3.05, above, shall be sent to all members of the Association not less than 21 days in advance of the meeting or immediately if judged an emergency by the Board. In order to be adopted, such matter shall require the vote of 75% of those present at the meeting in person or by proxy.

3.07 UNIFORM RATE OF ASSESSMENTS: Both the Annual and Special Assessments shall be fixed at a uniform rate for each lot, as detailed in this document, regardless of the number of lots owned by any one individual or entity. The lien for such assessments shall be levied against all lots owned by such individual or entity.

3.08 EFFECT OF NONPAYMENT OF ASSESSMENTS - REMEDIES OF THE ASSOCIATION: The Association may bring an action at law against the owner personally or may foreclose the liens against the property either judicially or non-judicially. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot or lots. In addition, the owner shall lose (a) all right to the use of the common areas during the time the owner is in default in the payment of assessments, and (b) the right to vote in all elections held by the Association until such Owner has paid all delinquent assessments charged against such Owner's lot, including interest upon such delinquent assessments.

3.09 LIENS: A lien is hereby granted to the Association upon all lots in the Subdivision, to secure payment of all assessments and special assessments that are delinquent. Such lien shall also apply to all reasonable costs of collection and expenses, including reasonable attorney's fees that the Association may incur in collecting such assessments and special assessments. The Board is specifically authorized to subordinate its maintenance lien to any contractual lien upon terms that the Board may deem appropriate, in its reasonable discretion. No further notice of this lien need be filed in the Real Property Records of Montgomery County, Texas, unless the Board, in its discretion, determines that some specific record of a notice should be filed, or the Association is required to record such notice by operation of law. Unless otherwise required by law, the Association shall not be required to send notice to any lot owner of the Association's lien upon any lot for delinquent assessments. The Association's lien may be enforced solely by proceedings of judicial foreclosure. All unpaid assessments shall be delinquent on the first day of April next following the date the Assessment is determined, unless, in case of a special assessment, a different date of delinquency is determined.

3.10 SUBORDINATION TO MORTGAGE: Each and every assessment and lien, together with any cost, penalties or interest, established, reserved or imposed under this instrument and authority shall be subordinate to any valid bonafide mortgage or trust deed (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any owner covered by this instrument and authority. Any subsequent owner of any property so

covered purchased at foreclosure shall be bound by restrictions, conditions, covenants, reservations, assessments and liens set out in this instrument, not including, however, any assessment or lien arising prior to the foreclosure sale.

ARTICLE IV.

4.01 ESTABLISHMENT OF HUNTERS POINT PROPERTY OWNERS ASSOCIATION, INC.: On May 29, 1979, Hunters Point Property Owners Association, Inc., was created and every owner of a lot is a member of the Association with each lot having one vote.

4.02 DIRECTORS: The Association shall be governed by a board of directors in accordance with the Bylaws and Articles of Incorporation and shall be responsible for the setting of assessments, collection of the assessments, maintenance and repair and care of common areas, etc., including the establishment of rules and regulations governing the use of the common areas. No liability shall attach to Directors, the Association, or to any of their respective officers for failure to enforce the provisions of these Covenants.

4.03 BYLAWS: The Board of Directors of the Association is specifically authorized to adopt bylaws regulating all notices and voting on Subdivision matters, including, but not limited to the annual meeting as provided by the Association's Bylaws. Such Bylaws may prohibit voting on Subdivision or Association matters by lot owners who may be delinquent in the payment of any assessment or special assessment due to the Association for their lots.

ARTICLE V.

5.01 MULTI-OWNERSHIP: Corporate or multi-ownership of any lot in this subdivision, except husband and wife ownership, will exclude all such owners from use of common property in this subdivision, except that such group of multi-owners or corporation may designate one person or husband and wife as having the privileges of use of facilities and then the person or persons so designated will have all the rights and privileges of an individual or husband and wife ownership, including the privileges of guests using the community facilities subject to rules and regulations then in force.

5.02 RULES GOVERNING USE OF COMMON AREAS: Rules and regulations governing the use of common property in this development shall be made and enforced by the Board of Directors.

5.03 TRAFFIC LAW: Notwithstanding the fact that all roads and streets in this subdivision are dedicated not unto the public, but only to owners in the Subdivision, it is hereby stipulated that the Commissioners Court will have the full authority to establish speed limits or other traffic rules or law, and penalties for violation thereof upon the streets of this Subdivision. The law enforcement officers of the County of Montgomery or of the State of Texas or any other official body having such authority, may enter upon this subdivision to enforce the speed limits and other traffic

regulations as set by the Montgomery County Commissioners Court, just as though said roadways were public.

5.04 **PUBLIC LAW:** Notwithstanding the fact that all common areas in this subdivision are private and dedicated only unto the property owners within the subdivision of Hunters Point, it is hereby stipulated that any law enforcement officer, County, State or Federal, is hereby authorized to enter upon the premises of the subdivision for all purposes just as though the whole subdivision were dedicated unto the public, and every law enforcement officer will have the same rights, privileges and duties within the boundaries of this subdivision as he would in any subdivision in which the streets and other commons and facilities were dedicated to the public.

5.05 **RIGHT TO DEDICATE STREET AND UTILITY EASEMENTS:** Notwithstanding the fact that the streets within the Subdivision are not presently public streets or utility easements, dedicated to the County or other governmental body, it is agreed that the Association, upon the vote of 75% of the Owners eligible to vote, shall have the right to convey all or part of such streets to the County or other public body provided the governmental body accepts the dedication and agrees to maintain such streets and utility easements.

5.06 **AMENDMENTS:** The covenants and restrictions of this declaration may be amended at any time by duly recording an instrument executed by the lot owners of 75% of the Lots in the subdivision, with one vote being allowed for each lot, regardless of the number of individual owners.

5.07 **RESTATEMENT AND AMENDMENT OF ORIGINAL COVENANT:** Now, therefore, the undersigned, in accordance with Part V, Paragraph 6 of the original Hunters Point protective covenants, hereby restate and amend the original covenants effective as of the Effective Date of these Revised Deed Restrictions, stated above, so that these covenants, restrictions, charges, easements and liens shall run with the land and be binding upon any owner, lessee, guest, mortgagee or lien holder of any land or building in the subdivision and upon the respective heirs, legal representatives, successors and assigns of any such owner, lessee, guest, or mortgagee.

5.08 **PRIOR RESTRICTIONS SUPERCEDED:** The Deed Restrictions and Covenants herein contained shall supercede and replace any and all prior restrictive covenants and restrictions which may have previously been applicable to the 20.50 acre tract above described known as **Hunters Point Subdivision**. By the signing hereof, each party releases and relinquishes any and all rights they may have in any and all previous restrictive covenants or restrictions applicable to such property.

5.09 **TRANSITION:** From and after the effective date of this document, any home or structure built or altered according to the standards of the original restrictions in effect for **Hunters Point Subdivision** for which written approval had been granted by the ACC, shall not be in violation of the provisions of this document. Subject to approval of the ACC, such buildings may be remodeled according to the standards of the restrictions in effect when the buildings were originally built. If any such buildings are damaged by fire, storm or other catastrophic event, or if any such buildings are demolished for any reason, then such buildings may be repaired and rebuilt, but only in accordance with the restrictions in force when the Owner begins to rebuild. If upon any

remodeling or rebuilding following catastrophic damage, the ACC determines that such repair or remodeling should involve a substantially new or different exterior design, then such buildings must meet the requirements of this document.

Signed _____, 2000.

Hunters Point Property Owners Association

Attest:

_____, Secretary

By: _____
Name: _____
Title: _____

EXHIBIT "A"
TABLE OF SET BACK LINES

2.05 BUILDING LOCATION ON SITE: All improvements, other than access drive, sidewalks, landscaping, and underground utilities shall be constructed only within building lines designated for each site.

FRONT LINE: Meaning the shorter side line abutting a street. Measurement starting at edge of street pavement.

INTERIOR LINE: Two lots having a common side line. Measurement starting at common line.

SIDE LINE: Corner lots with side street. Measurement starting at edge of street pavement.

BACK LINE: For lots bordering Lake Conroe: Waterside measurement from top of bulkhead or the 201' elevation line. For lots not bordering Lake Conroe, the property line opposite the Front Line.

Lot #	Front Line	Interior Line	Side Line	Backline
1	40'	*	20'	
2	40'	8'	20'	
3	40'	8'	20'	
4	40'	8'		30'
5	40'	8'		30'
6	40'	8'		30'
7	40'	8'		30'
8	40'	8'		30'
9	40'	8'		30'
10	40'	8'	20'	
11	20'	8'		30'
12	20'	8'		30'
13	20' < 40' @ 52.87'	8'		30'
14	40'	8'		30'
15	40'	8'		30'
16	40' > 20' @ 26'	8'		30'

Lot #	Front Line	Interior Line	Side Line	Backline
17	15'	8'		30'
18	15'	8'		30'
19	20'	8'		30'
20	40'>20 @ 40.9'	8'		30'
21	15'	8'		20'
22	15'	8'		30'
23	15'	8'		30'
24	30'>15 @ 40.73'	8'		30'
25	40'	8'		40'
26	40	8'		40'
27	40'	8'		40'
28	40'	8'		40'
29	40'	8'		40'
30	40'	8'		40'
31	30'	8'		20'
32	30'	8'	20'>15'@72.14'	20'
34#	15'	8'		20'
35	20'	8'	30'	
36	30'	8'		
37A	20'	8'		40'
37B	40'	8'		40'
38	40'	8'		40'
39	40'	8'		40'
40	40'	8'		40'
41	40'	8'		40'
41A	40'	8'		40'
42	40'	8'	20'	40'

Lot #	Front Line	Interior Line	Side Line	Backline
44	20'	8'	20'	
45	20'	8'	20'	
46	20'	8'	10'	
47	30'	8'		
48	30'	8'		
49	15'	8'		30'
50	15'	8'		30'
Res. C+#	40'	8'	20'	40'
Res. B+	40'	8'	20'	

*shared common line in a two lot building site

#Utilities, sewer Treatment Plant and water storage tank

+Hunters Point Common Property

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared **JACK BLANCO**, who being duly sworn, deposed as follows:

1. My name is **JACK BLANCO** and I reside in Montgomery County, Texas at:

139 April Point South
Montgomery, Texas 77356

2. I am fully qualified by law to give this affidavit. I have personal knowledge of all of the facts stated in this affidavit and all of these statements are true and correct.

3. It is a fact that I participated directly in the platting and developing of **Hunters Point Subdivision**, of 20.5 acres in the A. Pevehouse Survey, A-423, in Montgomery County, Texas, described by metes and bounds in an instrument recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 8344531 of Montgomery County, Texas. In that endeavor, I worked either in my own name or as developer or as Montco Properties or as Hunters Point, Inc.

4. Uniform Restrictive Covenants were imposed upon the lots of such subdivision by the developer's attaching such restrictions to each deed as the Developer sold lots to purchasers. As a part of the Developer's plan and scheme to impose restrictive covenants on all of the lots in **Hunters Point Subdivision**, it was the developer's intention to provide that the restrictive covenants would apply for a stated original term, followed by a series of automatic renewals of the original term. The original term was to last 25 years from the date of the first conveyance, June 25, 1977, and the renewal terms would last ten years, beginning at the end of each preceding, expiring term. This way, the original term would last 25 years, and at the end of the original term, the first extension term

Affidavit of Jack Blanco - Page 1

Affidavit of Jack Blanco - Page 2

would begin as the original term ended and the renewal term would last ten years. At the end of any extension term, a new extension term for ten more years would automatically begin, and so on, indefinitely, unless interrupted by different covenants, or restrictions set forth in a document signed and acknowledged by a majority of the owners of lots in the subdivision.

5. By an inadvertent error, the restrictions, as recorded, failed to provide for modification of the restrictions at the end of the first 25 year period. Instead, the recorded restrictions read as follows:

“TERM: These covenants, restrictions and or provisions are to run with the land shall be binding on all parties and all persons claiming under them for a period of twenty-five years (25) years from June 25, 1977, after which time said covenants restrictions and provisions shall be automatically extended for successive ten (10) year periods, unless an instrument signed and acknowledged by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part at the expiration of any such ten (10) year period.”

6. This was an error, and in truth and in fact, the developer intended that such restrictions should have read as follows:

“TERM: These covenants, restrictions and or provisions are to run with the land shall be binding on all parties and all persons claiming under them for a period of twenty-five years (25) years from date, after which time said covenants restrictions and provisions shall be automatically extended for successive ten (10) year periods, unless an instrument signed and acknowledged by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part at the expiration of twenty-five (25) years after this date or at the expiration of any such ten (10) year period, as the case may be.”

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 8733270. The Owners' lot has been called Lot No. 4 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

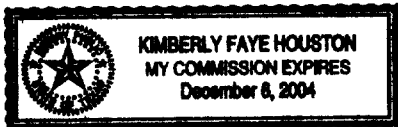
Signed on May 5, 2001 in Montgomery County, Texas.

Signature William B Baier
Owner's Name WILLIAM B BAIER
Owner's Address _____

Signature Gaylene C. Baier
Owner's Name GAYLENE C. BAIER
Owner's Address _____

THE STATE OF TEXAS
COUNTY OF Montgomery

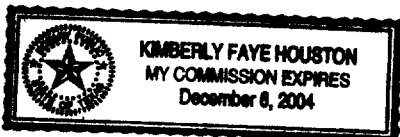
This instrument was acknowledged before me this 5 day of May, 2001 by William B. Baier.



Kimberly Faye Houston
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 5 day of May, 2001 by Gaylene C. Baier.



Kimberly Faye Houston
Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 99045116. The Owners' lot has been called Lot No. 5 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is irrevocable, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

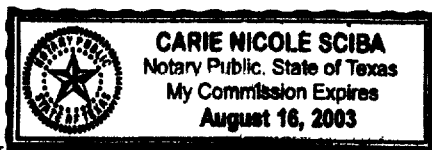
Signed on 6.12, 2002 in Harris County, Texas.

Signature [Signature]
Owner's Name RAY DEMING
Owner's Address 161 CLEARWATER
MONTGOMERY TX 77356

Signature [Signature]
Owner's Name NANCY Deming
Owner's Address 161 Clear Water West
Montgomery TX 77356

THE STATE OF TEXAS
COUNTY OF Harris

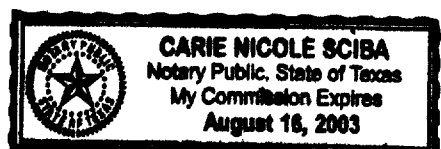
This instrument was acknowledged before me this 12th day of June, 2002 by Ray Deming.



[Signature]
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me this 12th day of June, 2002 by Ray Nancy Deming.



[Signature]
Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9232124. The Owners' lot has been called Lot No. 6 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

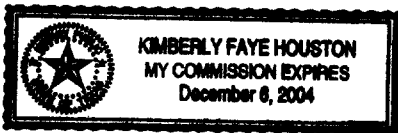
Signed on _____, 200 in Montgomery County, Texas.

Signature *Tommy M. Summers*
Owner's Name Tommy M. Summers
Owner's Address _____

Signature *Ruby L. Summers*
Owner's Name Ruby L. Summers
Owner's Address 16422 Hunters Tel. Montgomery, Texas 77356

THE STATE OF ~~TEXAS~~
COUNTY OF Montgomery

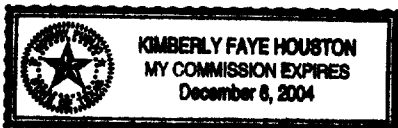
This instrument was acknowledged before me this 5 day of May, 2001 by Tommy M. Summers.



Kimberly Faye Houston
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 5 day of May, 2001 by Ruby Summers.



Kimberly Faye Houston
Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9660214. The Owners' lot has been called Lot No. 7 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is irrevocable, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

Signed on May 5, 2001 in Montgomery County, Texas.

Signature Margie Anders
Owner's Name MARGIE ANDERS
Owner's Address _____

Signature _____
Owner's Name _____
Owner's Address _____

THE STATE OF ~~TEXAS~~
COUNTY OF Montgomery

This instrument was acknowledged before me this 5 day of May, 2001 by Margie Anders.



Kimberly Faye Houston
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2001 by _____.

Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 8942 351. The Owners' lot has been called Lot No. 8 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

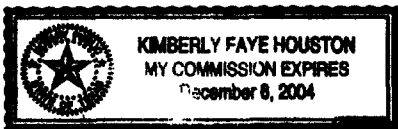
Signed on May 5, 2001 in Montgomery County, Texas.

Signature [Signature]
Owner's Name JIM FREEMAN
Owner's Address 16406 HUNTERS TRAIL
Montgomery, TX

Signature [Signature]
Owner's Name JUDY FREEMAN
Owner's Address _____

THE STATE OF TEXAS
COUNTY OF Montgomery

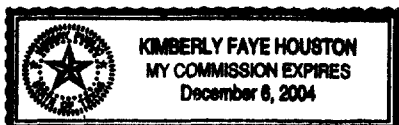
This instrument was acknowledged before me this 5 day of May, 2001 by Jim Freeman.



[Signature]
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 5 day of May, 2001 by Judy Freeman.



[Signature]
Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9846808. The Owners' lot has been called Lot No. 10 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

Signed on June 25, 2000, in Montgomery County, Texas.

Signature Beth Stier
Owner's Name BETH STIER
Owner's Address 1302 WAUGH, #301
Houston, TX 77019

Signature _____
Owner's Name _____
Owner's Address _____

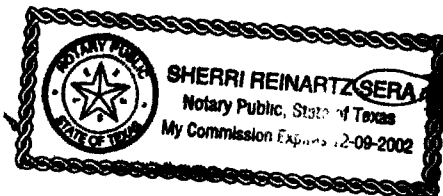
THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2000, by _____.

Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me this 25th day of June, 2000, by Beth Stier.



Sherrri Reinartz Sera
Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 8427304. The Owners' lot has been called Lot No. 12 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

Signed on Gettrude L. Gray, 200 in Montgomery County, Texas.

Signature Gettrude L. Gray
Owner's Name _____
Owner's Address _____

Signature _____
Owner's Name _____
Owner's Address _____

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 5 day of May, 200 by Gettrude L. Gray.



Kimberly Faye Houston
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 200 by _____.

Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 8002743. The Owners' lot has been called Lot No. 13 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

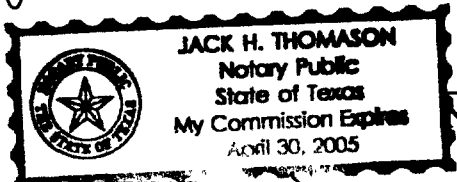
Signed on _____, 200 in Montgomery County, Texas.

Signature Jack Thomason
Owner's Name _____
Owner's Address _____

Signature Wilma Thomason
Owner's Name _____
Owner's Address _____

THE STATE OF TEXAS
COUNTY OF _____

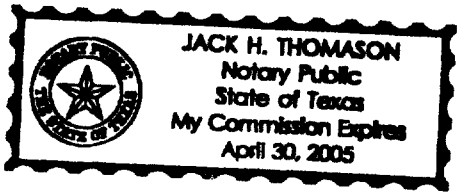
This instrument was acknowledged before me this 26 day of April, 2001 by Jack Thomason.



Jack H. Thomason
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me this 26 day of April, 2001 by Wilma Thomason.



Jack H. Thomason
Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9142049. The Owners' lot has been called Lot No. 14 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is irrevocable, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

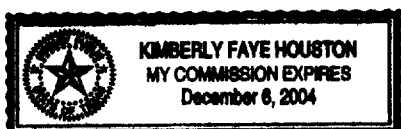
Signed on May 5, 2001 in Montgomery County, Texas.

Signature *Ben E. Howe*
Owner's Name BEN E. HOWE
Owner's Address 14033 Hunters Glen
Montgomery Tx 77356

Signature *Martha G. Howe*
Owner's Name MARTHA A. HOWE
Owner's Address 14033 Hunters Glen
Montgomery Tx 77356

THE STATE OF ~~TEXAS~~
COUNTY OF Montgomery

This instrument was acknowledged before me this 5 day of May, 2001 by Ben E. Howe.



Kimberly Faye Houston
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2001 by _____.

Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9847268. The Owners' lot has been called Lot No. 15 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

Signed on 5-11-01, 200 in Montgomery County, Texas.

Signature *Patricia Lieberman*
Owner's Name PATRICIA LIEBERMAN
Owner's Address 14041 HUNTERS GLEN
MONTGOMERY, TEX. 77856

Signature _____
Owner's Name _____
Owner's Address _____

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 11 day of May, 2001 by Patricia Lieberman.



Carol Parish
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 200 by _____.

Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 8913459. The Owners' lot has been called Lot No. 18 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

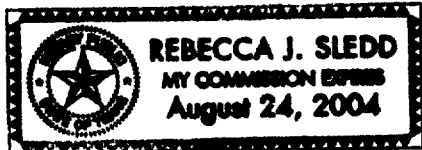
Signed on _____, 200 in Montgomery County, Texas.

Signature James L. Stotts II
Owner's Name JAMES L. STOTTS II
Owner's Address 14058 HUNTERS GLEN
MONTGOMERY, TX 77056

Signature Janet M. Stotts
Owner's Name Janet M. Stotts
Owner's Address 14058 HUNTERS GLEN
MONTGOMERY TX 77056

THE STATE OF TEXAS
COUNTY OF Montgomery

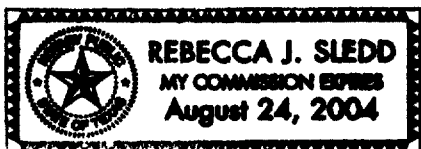
This instrument was acknowledged before me this 7 day of May, 2001 by Rebecca J. Sledd.



Rebecca J. Sledd
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 7 day of May, 2001 by Rebecca J. Sledd.



Rebecca J. Sledd
Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 8035807. The Owners' lot has been called Lot No. 19,488 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is irrevocable, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

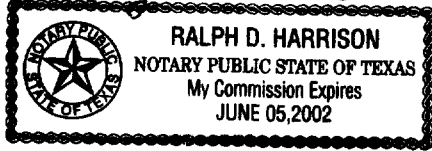
Signed on May 2, 2001 in Montgomery County, Texas.

Signature August H Birke
Owner's Name August H Birke
Owner's Address Bill Saddle Creek Dr
Houston, TX
77090-2036

Signature Annelie E Birke
Owner's Name Annelie E. Birke
Owner's Address 1811 Saddlecreek Drive
Houston, Texas 77090-2036

THE STATE OF TEXAS
COUNTY OF HARRIS

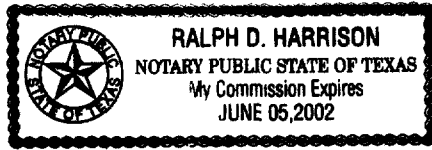
This instrument was acknowledged before me this 2nd day of May, 2001 by August H BIRKE.



Ralph D Harrison
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me this 2nd day of May, 2001 by ANNELIE ELIEDA Birke.



Ralph D Harrison
Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9014512 & 9126522. The Owners' lot has been called Lot No. 20,45 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

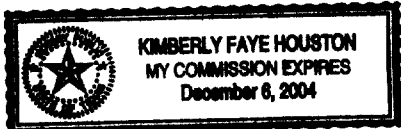
Signed on May 5, 2001 in Montgomery County, Texas.

Signature [Handwritten Signature]
Owner's Name John C Pease
Owner's Address 16274 Hunters Trl
Montgomery, TX 77359

Signature _____
Owner's Name _____
Owner's Address _____

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 5 day of May, 2001 by John C. Pease.



[Handwritten Signature]
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 200 by _____.

Notary Public - STATE OF TEXAS

Attention: John Pease

092-10-0892

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in Hunters Point Subdivision, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9014512 & 9126521. The Owners' lot has been called Lot No. 20.45 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is irrevocable, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

Signed on May 8, _____, 2001 in Montgomery County, Texas.

Signature _____
Owner's Name _____
Owner's Address _____

Signature J.M. Pease
Owner's Name THEKESA M. PEASE
Owner's Address 16274 HUNTERS TRAIL
MONTGOMERY TX 77356

THE STATE OF ~~TEXAS~~ WISCONSIN
COUNTY OF MANITOWOC

This instrument was acknowledged before me this 8 day of May, 2001, by Theresa M Pease.

**SHANNON RAFFAELLI
NOTARY PUBLIC
STATE OF WISCONSIN**

Shannon Raffaelli 8-18-2002
Notary Public - STATE OF ~~TEXAS~~
WISCONSIN

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 200 by _____.

Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9255996. The Owners' lot has been called Lot No. 21,22 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

Signed on 4-25-01, 2001 in Montgomery County, Texas.

Signature [Handwritten Signature] Signature _____
Owner's Name FORST MARILYN Owner's Name _____
Owner's Address 10709 MEMORIAL Owner's Address _____
HUNSTON TX 77024

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me this 26th day of April, 2001 by _____.



[Handwritten Signature]
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2001 by _____.

Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9410 864. The Owners' lot has been called Lot No. 25 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

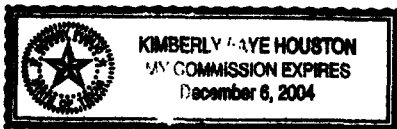
Signed on May 5, 2001 in Montgomery County, Texas.

Signature *Charles A. Scholl*
Owner's Name Charles A. Scholl
Owner's Address _____

Signature _____
Owner's Name _____
Owner's Address _____

THE STATE OF ~~TEXAS~~
COUNTY OF Montgomery

This instrument was acknowledged before me this 5 day of May, 2001 by Charles A. Scholl.



Kimberly Kaye Houston
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2001 by _____.

Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 8303400. The Owners' lot has been called Lot No. 26 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

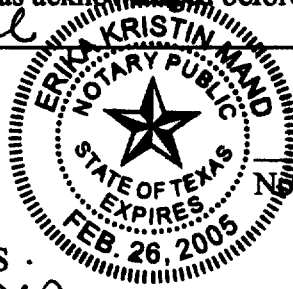
Signed on July 24th, 2001 in Montgomery County, Texas.

Signature William Driscoll
Owner's Name William S. DRISCOLL
Owner's Address 2116 Potomac #c
Houston, Tx. 77057

Signature Karen Driscoll
Owner's Name KAREN DRISCOLL
Owner's Address 2116 Potomac #c
Houston, Tx. 77057

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me this 24 day of July, 2001 by William Driscoll.



Erika Kristin Mand
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me this 24 day of July, 2001 by Karen Driscoll.



Erika Kristin Mand
Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9010585. The Owners' lot has been called Lot No. 27 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is irrevocable, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

Signed on MAY 16, 2002, 200 in Montgomery County, Texas.

Signature _____
Owner's Name _____
Owner's Address _____

Signature Jacques A. Cibils
Owner's Name JACQUES A. CIBILS
Owner's Address 16323 Hunter Trail
Montgomery, TX 77356

THE STATE OF TEXAS #
COUNTY OF ~~HARRIS~~ MONTGOMERY

This instrument was acknowledged before me this 16 day of MAY, 2002 by _____.

[Signature]

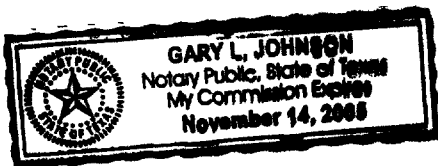
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS #
COUNTY OF HARRIS

This instrument was acknowledged before me this 16 day of MAY, 2002 by JAC _____.

[Signature]

Notary Public - STATE OF TEXAS



**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9657721. The Owners' lot has been called Lot No. 28 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

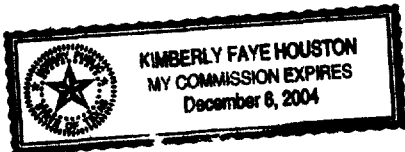
Signed on May 5th, 2000, in Montgomery County, Texas.

Signature [Handwritten Signature]
Owner's Name GARY JOHNSON
Owner's Address 1634 HUNTERS TRAIL
MONTGOMERY, TX 77356

Signature _____
Owner's Name _____
Owner's Address _____

THE STATE OF ~~TEXAS~~
COUNTY OF Montgomery

This instrument was acknowledged before me this 5 day of May, 2000, by Gary Johnson.



[Handwritten Signature]
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2000, by _____.

Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9221613. The Owners' lot has been called Lot No. 31,32 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

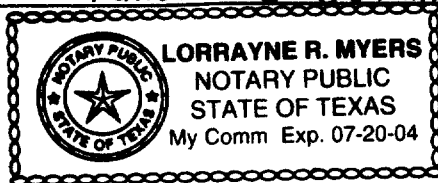
Signed on 24 April, 2001 in Montgomery County, Texas.

Signature Pamela J. Ostmann
Owner's Name Pamela J. Ostmann
Owner's Address 16393 Hunters Trail
Montgomery, TX 77356

Signature _____
Owner's Name _____
Owner's Address _____

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 24 day of April, 2001 by Pamela J. Ostmann.



Lorayne R. Myers
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 200 by _____.

Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 99063765. The Owners' lot has been called Lot No. 35 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

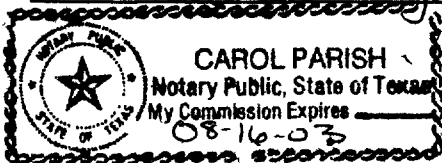
Signed on November 8, 2001, 2000, in Montgomery County, Texas.

Signature Lucinda Layne
Owner's Name Lucinda Layne
Owner's Address 13960 Hunters Ct.
Montgomery, TX 77356

Signature _____
Owner's Name _____
Owner's Address _____

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 8 day of November, 2000, by Lucinda Layne.



Carol Parish
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2000, by _____.

Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9671040. The Owners' lot has been called Lot No. 36 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

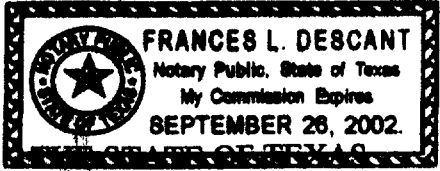
Signed on June 27, 2001 in Montgomery County, Texas.

Signature [Handwritten Signature]
Owner's Name Glen M. Rieger DVM
Owner's Address 7151 FAIRBANKS N HOUS.
HOUSTON TX 77040

Signature [Handwritten Signature]
Owner's Name ANGELA RIEGER
Owner's Address 7151 FAIRBANKS N HOUS.
HOUSTON TEXAS 77040

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me this 27th day of June, 2001 by Glen M Rieger & Angela Rieger.



[Handwritten Signature]
Notary Public - STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 200 by _____.

Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 99064425. The Owners' lot has been called Lot No. 37, 38 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

Signed on May 5, 2001 in Montgomery County, Texas.

Signature [Handwritten Signature]
Owner's Name _____
Owner's Address _____

Signature _____
Owner's Name _____
Owner's Address _____

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 5 day of May, 2001 by Keith Raybon.



Kimberly Faye Houston
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2001 by _____.

Notary Public - STATE OF TEXAS

Jeff and Melissa Thormer

092-10-0902

OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9507031. The Owners' lot has been called Lot No. 37B of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is irrevocable, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

Signed on Feb 18th, 2002 in Montgomery County, Texas.

Signature Jeffery Thormer
Owner's Name Jeffery Thormer
Owner's Address 13923 Hunters Ct
MONTGOMERY TX 77356

Signature Melissa Thormer
Owner's Name MELISSA Thormer
Owner's Address 13923 Hunters Ct
MONTGOMERY TX 77356

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me this 18th day of Feb, 2002 by _____.



Laura Law
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me this 18th day of Feb, 2002 by _____.



Laura Law
Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9316537. The Owners' lot has been called Lot No. 39 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

Signed on 05-04-01, 2001 in Montgomery County, Texas.

Signature Melba Webb
Owner's Name Melba Webb
Owner's Address 16447 Hunters Trail
Montgomery TX 77356

Signature _____
Owner's Name _____
Owner's Address _____

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 4th day of May, 2001 by Melba Webb.

Mikel Collier
Notary Public - STATE OF TEXAS
RECORDED'S MEMORANDUM
Notary Seal Is Missing

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 200 by _____.

Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9868144. The Owners' lot has been called Lot No. 40 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.


Signed on 2-11-02, 200 in Montgomery County, Texas.

Signature [Handwritten Signature]
Owner's Name SHIRLEY EVANS
Owner's Address 2127 SOUTHERN PL.
RICHMOND, TEXAS

Signature [Handwritten Signature]
Owner's Name BOBBY EVANS
Owner's Address 2127 SOUTHERN PL.
RICHMOND, TEXAS

THE STATE OF TEXAS
COUNTY OF Fort Bend

This instrument was acknowledged before me this 11 day of February, 2002 by [Handwritten Signature]

Notary Public - [Signature]


THE STATE OF TEXAS
COUNTY OF Fort Bend

This instrument was acknowledged before me this 11 day of February, 2002 by [Handwritten Signature]

Notary Public - [Signature]


Donald & Kay Lachance

092-10-0905

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 2001034903. The Owners' lot has been called Lot No. 41 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

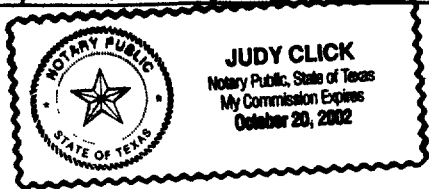
Signed on 6/11, 2001 in Montgomery County, Texas.

Signature *Donald R. Lachance*
Owner's Name Donald R. Lachance
Owner's Address 16457 Hunters Trail
Montgomery, TX 77356

Signature *Kay E. Lachance*
Owner's Name Kay E. Lachance
Owner's Address 16457 Hunters Trail
Montgomery, TX 77356

THE STATE OF TEXAS
COUNTY OF Montgomery

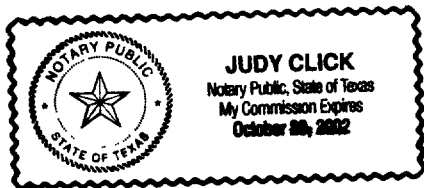
This instrument was acknowledged before me this 11th day of June, 2001 by Donald R. Lachance.



Judy Click
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 11th day of June, 2001 by Kay E. Lachance.



Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 8343762. The Owners' lot has been called Lot No. 41-A of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is irrevocable, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

Signed on May 5, 2001 in Montgomery County, Texas.

Signature Roy Penney
Owner's Name ROY PENNEY
Owner's Address 16463 HUNTERS TRAIL
MONTGOMERY, TX 77356

Signature Nancy M Penney
Owner's Name NANCY M PENNEY
Owner's Address 16463 Hunters Trail
Montgomery, TX 77356

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 5 day of May, 2001 by Roy Penney



Kimberly Faye Houston
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 5 day of May, 2001 by Nancy M. Penney



Kimberly Faye Houston
Notary Public - STATE OF TEXAS

Arlon G. & Jean A. Hopperditzel

092-10-0907

OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 9420418. The Owners' lot has been called Lot No. 42 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is irrevocable, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

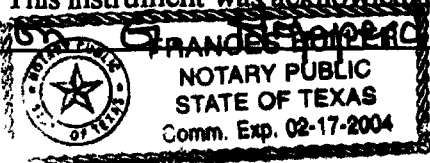
Signed on February 6th, 2002 in Montgomery County, Texas.

Signature Arlon G. Hopperditzel
Owner's Name Arlon G. Hopperditzel
Owner's Address 16467 Hunters Trail
Montgomery, TX 77356

Signature Jean A. Hopperditzel
Owner's Name JEAN A. HOPPERDIETZEL
Owner's Address 16467 HUNTERS TRAIL
MONTGOMERY, TX 77356

THE STATE OF TEXAS
COUNTY OF Montgomery

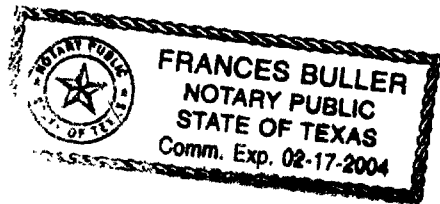
This instrument was acknowledged before me this 6 day of February, 2002 by Arlon G. Hopperditzel



Frances Buller
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 6 day of February, 2002 by Jean A. Hopperditzel



Frances Buller
Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 2000083159. The Owners' lot has been called Lot No. 49 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

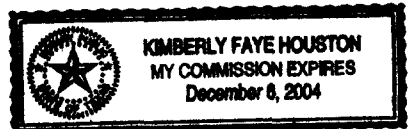
Signed on May 5, 2001 in Montgomery County, Texas.

Signature [Handwritten Signature]
Owner's Name JACK W. ARCITT
Owner's Address 16320 HUNTERS CIRCLE
MONTGOMERY TX

Signature [Handwritten Signature]
Owner's Name Deiz H. Arcitt
Owner's Address _____

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 5 day of May, 2001 by Jack W. Arcitt.



[Handwritten Signature]
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2001 by _____.

Notary Public - STATE OF TEXAS

**OWNERS' ADOPTION OF REVISED DEED RESTRICTIONS AND COVENANTS
HUNTERS POINT SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

The undersigned are all of the owners of the full, fee-simple title to a lot or parcel of land in **Hunters Point Subdivision**, in Montgomery County, Texas with such property being described in a document recorded in the Real Property Records of Montgomery County, Texas at Clerk's File No. 8945831. The Owners' lot has been called Lot No. 50 of such subdivision. The undersigned Owners adopt and agree to the Revised Deed Restrictions and Covenants for Hunters Point Subdivision, to which this statement is attached, for all purposes and we specifically authorize that this statement may be filed for record in the Real Property Records of Montgomery County, Texas. This Adoption is **irrevocable**, is binding immediately upon each and every one of the Owners, their heirs and assigns, and is to be effective upon the date we sign this Adoption, regardless of when this Adoption may be filed for record.

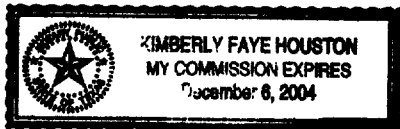
Signed on May 5, 2001 in Montgomery County, Texas.

Signature Robert L Morris
Owner's Name ROBERT L MORRIS
Owner's Address 16314 HUNTERS CIRCLE
MONTGOMERY, TX 77356

Signature Frances M. Morris
Owner's Name FRANCES M. MORRIS
Owner's Address 16314 HUNTERS CIRCLE
MONTGOMERY, TX 77356

THE STATE OF TEXAS
COUNTY OF Montgomery

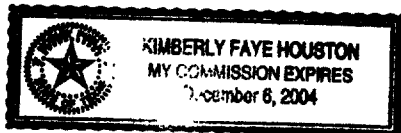
This instrument was acknowledged before me this 5 day of May, 2001 by Robert L. Morris



Kimberly Faye Houston
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this 5 day of May, 2001 by Frances M. Morris



Kimberly Faye Houston
Notary Public - STATE OF TEXAS

FILED FOR RECORD

2002 JUN 19 PM 2: 59

Mark A. Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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

JUN 19 2002



Mark Turnbull
County Clerk
Montgomery County, Texas

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.