

DEEDS

772985 WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY X

THAT MONTCO PROPERTIES, JACK E. BLANCO, TRUSTEE, of the County of Montgomery and State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the following:

- 1. The sum of Ten and No/100 (\$10.00) Dollars, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged and confessed; and
2. The balance of the purchase price, the sum of \$18,700.00, exemplified by the execution by Grantee herein of his one (1) certain Vendor's Lien Note in said sum payable to the order of Grantor at Conroe, in Montgomery County, Texas, in monthly installments of \$236.84 each, including interest at the rate of 9% per annum, each payment being applied first to the payment of interest and then to the payment of principal, the first of said monthly installments to become due and payable on or before the 1st day of September, 1977, and to continue on or before the same day of each succeeding month thereafter until said Note, together with all interest thereon, is paid in full; said Note bearing the usual and customary accelerating maturity, interest, collection and attorney fee clauses in the event of default,

the payment of which Note is secured by the Vendor's Lien retained, and is additionally secured by a Deed of Trust of even date herewith to Gary C. Fulton, Trustee, which is in addition to and without prejudice to the Vendor's Lien herein retained, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto ALBERT R. MASSELLI and wife ROSEMARY B. TARSNEY, of the County of Kings, State of New York, all of the following described real property in Montgomery County, Texas, to-wit:

TRACT NO. 30

That certain 0.4016 acre tract of land out of a 20.1582 acre tract in the Abraham

Pevehouse Survey Abstract No. 423, Montgomery County, Texas; said 20.1582 acre tract being that same tract conveyed in a deed recorded in Volume 993, Page 604, Deed Records, Montgomery County, Texas, and being that same tract out of a Charles E. Shaver 192.37 acre tract as described in a deed recorded in Volume 963, Page 48, Deed Records, Montgomery County, Texas; said certain 0.4016 acre tract of land being more particularly described as follows:

COMMENCING at the most westerly northwest corner of the said 20.1582 acre tract, said point being on the west line of the said Shaver 192.37 acre tract, the east line of the Jessie Smith 14.0 acre tract and being on contour 201.0;

THENCE South 01 degrees 19' 00" West, 773.13 feet along the west line of said 20.1582 acre tract and said Shaver tract, the east line of said Jessie Smith tract to a point on contour 201.0;

THENCE along contour 201.0 as follows:

North 51 degrees 06' 00" East, 151.80 feet
North 66 degrees 38' 00" East, 133.80 feet
North 55 degrees 12' 00" East, 85.05 feet
North 31 degrees 53' 00" East, 94.70 feet
North 24 degrees 00' 00" East, 174.39 feet
North 51 degrees 57' 00" East, 116.09 feet
North 69 degrees 09' 00" East, 53.43 feet

to the POINT OF BEGINNING of the herein described tract;

THENCE North 00 degrees 12' 01" East, a distance of 231.20 feet to a point;

THENCE along the arc of a curve to the right having: a radius of 716.34 feet, a central angle of 08 degrees 43' 56", a distance of 109.17 feet and whose chord bears South 81 degrees 27' 20" East, a distance 109.07 feet to a point;

THENCE South 15 degrees 11' 45" West, a distance of 200.65 feet to a point on contour 201.0;

THENCE South 69 degrees 09' 00" West, 60.00 feet along contour 201.0 to the POINT OF BEGINNING and containing 0.4016 acres, more or less.

SAVE AND EXCEPT from the property above described all of the oil, gas and other minerals in, on, under or that may be produced from the property above described; however, Grantor, to the extent of the mineral interest owned by Grantor, on behalf of himself, his successors and assigns, waives access to the

surface estate of the property above described for the purpose of exploring for, drilling for, mining for and producing oil, gas and other minerals.

From the property above described there is reserved to the Grantor, his successors and assigns, a perpetual utility easement ten (10') feet in width and along and adjoining each roadway and along and adjoining each road which borders the tract of land above described.

Further, no merchantable timber shall be cut or removed by the Grantees from the property herein described until at least one-half (1/2) of the total purchase price for this tract of land has been paid.

For the purpose of protecting and enhancing the value of other tracts or parcels of land owned by the Grantor in the area of this tract of land, this conveyance is made and accepted subject to the following restrictive covenants which shall apply to the property above described for a period of twenty five (25) years from the date of this Deed and which restrictive covenants the Grantee has expressly agreed to abide, and the Grantee understands that the restrictive covenants herein made shall not necessarily apply to each and every tract of land adjoining this tract and by acceptance of this Deed, the Grantee has expressly given his consent to said restrictions and covenants which are attached hereto as Exhibit "B".

This conveyance is made and accepted subject to the following:

The acceptance by Grantee of this conveyance is subject to, but without assumption of, the unpaid principal balance owing on the Note described below (it being understood that Grantee does not assume or agree to pay said Note, or any portion thereof, or assume any liability pursuant to any instrument which secures the payment of said Note), said Note being as follows:

Promissory Note in the original principal sum of \$240,000.00,

dated November 5, 1976, executed by Jack E. Blanco, Trustee, payable to the order of Charles E. Shaver, secured by a Vendor's Lien of even date therewith and additionally secured by Deed of Trust of even date therewith to William E. Fowler, Trustee; said Deed of Trust filed for record under File No. 769340, in the Office of the County Clerk of Montgomery County, Texas.

TO HAVE AND HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns forever; and Grantor does hereby bind himself, his heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

But it is expressly agreed that the Vendor's Lien, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED at Conroe, Texas, this the 29th day of July 1977.

Jack E. Blanco Jr.

JACK E. BLANCO, TRUSTEE

STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned authority, on this day personally appeared Jack E. Blanco, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of 1977.



Carl D. Shinger Jr.

Notary Public in and for
Montgomery County, Texas
CARL D. SHINGER, JR., Notary Public
in and for Montgomery County, Texas
My Commission expires February 23, 1978

DEED RESTRICTIONS AND COVENANTS APPLICABLE TO
HUNTERS POINT SUBDIVISION, MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS |

COUNTY OF MONTGOMERY |

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Montco Properties, Jack E. Blanco, Trustee, the owners of said subdivision hereinafter sometimes called Developer, for the purpose of insuring harmonious, pleasant and satisfactory living conditions in a residential subdivision, and to insure means for mutually safeguarding and enhancing the value of investments in said subdivision by each property owner therein, do hereby fix and adopt the restrictions and covenants set forth hereinafter, which said restrictions, covenants and provisions shall govern the development and use of said subdivision, and shall be binding upon said owners, their heirs, successors and assigns, for the term stipulated herein.

PART I

1. **TERM:** These covenants, restrictions and or provisions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (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 any such ten (10) year period.
2. **SEVERABILITY:** Restrictive covenants, and each part of any covenant, shall be held severable, in that the invalidation of any covenant or part thereof by Court Judgment shall not run to any other provision by restrictive covenants, and other provisions shall remain in full force and effect.
3. **ENFORCEMENT:** Enforcement of restrictive covenants shall be by proceedings at law or in equity against any persons or parties violating or attempting to violate any restrictions, covenants or terms and legal remedy shall lie in restraint of violation or recovery of said damages, and as 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, and to any political unit or government authority having jurisdiction in the matter in question.
4. **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 such owner of such lot, building site or tract of land; said premises shall remain subject to such 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.
5. **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the constructions plans and specifications and a plot plan showing the location of the structure, and complete plan of septic system showing relation

to lot lines and water lines and have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and existing structures, and as to quality of workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Part III hereof. Septic systems will be allowed only as a temporary measure until sewerage system is available and permits must be obtained from proper authority.

6. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of Jack E. Blanco, W. A. Mulcock, and John E. Signorelli. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

7. PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. Each applicant must submit two (2) complete sets of plans and specifications to the committee for approval.

PART II

1. LAND USE: No lot, building site, or tract shall be used except for residential purposes nor may any lot or portion thereof be used for a road, public or private. All houses or buildings shall be constructed of new materials specifically disallowing the moving in and placing of pre-constructed houses of any kind or character, upon any lot or tract herein. All parts of said subdivision are hereby designated as a residential area save and except those areas as designated as a reserve area. Reserve areas shall be for the express use of property owners of said subdivision and may be used for the purpose of providing tennis courts, swimming pool and boat launching facilities, and recreation parks. No use shall be made of any reserve area for any other purpose except for the purpose of constructing recreational facilities.

2. EASEMENTS: Easements as shown are called for on the official plat of said subdivision have been 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.

3. BUILDING SITES: A building site consists of one lot, or one or more lots of parts 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 7000 square feet, except as indicated in paragraph one of restrictions.

4. BUILDING TYPE AND SIZE: The building erected upon any building site shall consist of no more than one single-family dwelling establishment. No building shall be erected upon any building site, nor any building altered, placed or permitted to remain on such site other than one single-family dwelling, together with housing space for usual family requirements, such as garage, household laundry, storage or servant's quarters.

The covered part of the dwelling proper, exclusive of porches, carports, garages and servant's quarter, in one story dwelling, will contain a minimum of

1200 square feet for waterfront lots, 1000 square feet for off water lots; if a two story structure is built, the ground floor must contain a minimum of 800 square feet if erected on any of the lots described as follows:

ALL of lots 4 thru 9, 11 thru 30, 33, 34, 37 thru 42, shall consist of a minimum of 1200 square feet of living area. Porches, carports, garages are exclusive of the living area.

ALL lots 1, 2, 3, 10, 31, 32, 35, 36, shall consist of a minimum of 1000 sq. ft. feet of living area. Porches, carports, garages are exclusive of the living area.

No building shall be erected off of the premises and moved onto said subdivision. That is, no other building shall be moved from other premises into this subdivision and all buildings or units shall be constructed and erected on said premises. When attached by common walls the garage must use the same side building line as the dwelling. If the garage is attached to the dwelling by a covered walkway and is constructed behind the dwelling it may be located within three (3) feet of an interior sideline, but in no case will a utility or drainage easement be violated.

5. BUILDING LOCATION ON SITE: For these purposes, porches, stoops, bays and covered areas are considered a part of the building. The building lines which all dwelling and buildings must be built within are as follows:

FRONT-LINE	Meaning side abutting street. No construction nearer than 40 ft. with exception of lots 21, 33, & 34 which shall be 15 feet.
INTERIOR LINE	Two lots having common sideline All interior side lines no nearer than 8 feet.
SIDE LINE	Corner lots with side street, no nearer than 20 feet.
BACK LINE	Water front lots. No part of the permanent dwelling shall be placed nearer than 40 ft. of the 201 elevation or waters edge, with the exception of lots 21, 33, and 34 which shall be 20 feet.

All building and setback lines are shown on the plat. Where building is done adjacent to easements, encroachments upon such easements by any part of such building, including foundations, and eaves, shall be at the owner's risk. All residences shall be erected with the front thereof facing the street. That is, the residence shall be erected fronting on the street adjacent to the smallest frontage of said lot.

6. SEQUENCE OF BUILDING: No housing for garage, servant's quarter, or other service function of the dwelling establishment shall be erected or placed upon building site until construction of the dwelling proper has been started and is actually under way. All buildings under construction must be completed within one year after the actual start of construction.

7. TEMPORARY STRUCTURES AND UTILITY BUILDINGS: No temporary building or structure will be erected on any lot in this subdivision prior to the construction of a dwelling, as per these restrictions and approved by the architectural committee. 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.

8. WATER SUPPLY: Water for this subdivision will be provided by distribution lines connected with a central water system and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used.

9. SANITARY SEWERS: In keeping with the Texas Water Quality Boards order on sewage disposal and pollution control on Lake Conroe, the developers of HUNTERS POINT

will provide a Private Central Sewer Facility. Prior to such an installation, persons desiring to build will be required to make application to the San Jacinto River Authority for a temporary permit to install a soil absorption system and must comply with the requirements of the appropriate governing agency and must immediately tie into a central sewer system when available.

10. WALLS, FENCES AND HEDGES: Must be approved by the architectural control committee and shall be no higher than six feet above ground, shall be no closer to front street property lines than the front of the dwelling located on said lot and no closer than ten (10) feet to the side street (if corner lot). On all lots backing up to the lake shore line (this being the 201 foot elevation above MSL contour line) no fences shall be permitted on any property line running inland from the 201 foot contour line for 40 feet on a horizontal line, this being the same 40 feet restricted line for the back of any building.

11. PIERs, BOAT HOUSES AND BULKHEADS: Owners of water front lots wishing to erect any of the above must submit plans and specifications in writing to the architectural control committee for approval. 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. If approval is given, all work must be professional in appearance and application and all requirements of Lake Conroe's governing body must be met.

12. NUISANCES: No nuisance shall be maintained nor any noxious or offensive activity carried out on any lot, building site or tract of land in this subdivision; nor shall anything be done thereon which may or might become a nuisance to the neighborhood.

13. 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 of 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 not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. ON THE STREET PARKING: At all times those areas of street right-of-way between pavement and property lines shall be maintained from encumbrances by personal or private property, except for the routine parking of passenger vehicles in operable condition and in reasonable regular use.

15. 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, in which latter case one installation on the building site of not more than five (5) square feet of sign space shall be the maximum allowable.

16. PETS, POULTRY AND LIVESTOCK: No animals of any kind, livestock, or poultry shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

17. STREET OR PASSAGEWAYS: No street or passageway shall be erected on, over, or through any lot or block (except driveways to a house located on such lot or block) except as shown on the map or plat of such subdivision.

18. DRAINAGE: Natural drainage of streets, lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of 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.

19. USE OF RECREATIONAL FACILITIES: Use of recreational areas of this subdivision including piers, boat stalls, boat houses and bulkheads shall be limited to property owners in this subdivision and immediate families of property owners, and friends of property owners only when accompanied by a member of the property owner's family. Provided, however, that property owners in all sections of HUNTERS POINT Subdivision if any, which may, from time to time, be platted, shall have the same right of use of these facilities as property owners in Section One of this subdivision.

PART III

1. MAINTENANCE FUND: A maintenance fund with a governing body, as will be created by virtue of these covenants contained hereinafter will have the authority to employ laborers to keep all roadways, reserve areas, recreational facilities, subdivision entrance and any other common facilities, clean and in good repair. All roadways and lots not built on shall be mowed as frequently as required to maintain a trim appearance.

2. ASSESSMENTS FOR MAINTENANCE: All lots sold in this subdivision are subject to a monthly levy of \$10.00 per month per lot for maintenance of streets and recreational facilities. This fee may be levied at the option of HUNTERS POINT Property Owners Association. This privilege of levy may be assigned by the owners of HUNTERS POINT to a board of governors or directors elected by a property owners association. Any such funds collected must be expended on maintenance as above stated and a semi-annual report made to the property owners in this development at the address registered by property owners with HUNTERS POINT or said directors or governors. Mailing of such reports to the last known address of each property owner will constitute compliance with regards to this requirement.

The above mentioned levy of \$10.00 per month per lot may be made on no more than two (2) lots owned by any one owner. The amount of levy may be raised or lowered by a majority vote of the property owners at an election called by HUNTERS POINT Property Owners Association or above mentioned Property owners association with authority, however, no person, group, or firm will have the authority to authorize a change in the fact that no owner will be levied upon to pay a maintenance fee on more than two (2) lots.

Failure of a property owner to pay this levy will constitute a lien on the property so owned and owner will forfeit the privilege of use of any and all of the available facilities in this subdivision. Right to use of facilities will be restored only upon payment in full of levy, plus penalties of One Dollar (\$1.00) a month for term of delinquency.

3. DELINQUENT ASSESSMENTS: Any owner being 30 days delinquent in the payment of any assessment will have filed against his property a lien for such assessment, plus any penalties and cost. Such lien shall remain in effect until all past due assessments, penalties and costs have been paid or satisfied.

4. ENFORCEMENT OF LIENS: Each lien established by the authority pursuant to the provisions of this instrument, by recording with the County Clerk of Montgomery County a notice of delinquency and lien upon subject property may be foreclosed, as and in the same manner as is provided for the foreclosure of a mortgage upon real property under the laws of the State of Texas just as though said authority has retained a vendor's lien and possessed a deed of trust and note against said property. In any action to foreclose such lien, the authority shall be entitled to cost, including attorney's fees, and other allowed cost and penalties.

5. RESERVATION OF LIENS: The authority does hereby reserve unto itself, establish and impose a lien, thereby securing each assessment imposes or to be imposed or in any way provided for herein, together with any cost, interest or penalties against all the property covered in this instrument subject only to any limitations and/or provisions in this foreclosure sale.

6. **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.

7. **EXCLUSION OF DEVELOPER:** The Developer of HUNTERS POINT will sell to purchasers properties within said subdivision. It is specifically stated and agreed that if one or more lots, tracts or parcels of land are sold to any purchaser by Developer, by contract for deed, or deed with lien and note or other instrument and purchaser defaults in payment of said lien in any manner, such as failure to pay principal, interest, taxes, insurance or assessments set out hereunder and said property be repossessed, or such contract cancelled by Developer, or any assignee of Developer's right title and interest in any such lien or contract, then Developer or said assignee, will not be required to pay to the authority any delinquent or past due assessments or penalties and any liens for non-payment of same filed by said authority will be released as regards such property; however, this stipulation does not by any means relieve the purchaser in default who failed to pay such assessments levied and/or penalties and cost, and from whom said property was repossessed, of his personal liability to pay such delinquent funds, through such delinquency will not be attached to such property as a lien in this instance.

8. **ASSESSMENT EXCLUSION:** Developer is specifically excluded from the requirement to pay dues, maintenance fees or assessments on any lot they are holding in this development for sale or resale.

9. **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 recreational facilities 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.

10. **RULES GOVERNING USE OF FACILITIES:** Rules and regulations governing the use of recreational facilities in this development will be made and enforced by Montco Properties. The property owners in this subdivision will organize a property owners association with a charter and by-laws and having their purpose clearly set forth. Said association under the authority to be assigned to them by Montco Properties as per these covenants will elect a board of directors or governors according to their by-laws who will administer funds and govern said association. Upon satisfaction of Developer that said association is properly organized for the benefit of the property owners then Montco Properties at said MONTICO PROPERTIES option will convey unto the association all of community facilities in the development and assign to them the authority to collect and administer the funds as set forth herein.

11. **CREATION OF PROPERTY OWNERS ASSOCIATION:** At the request of Montco Properties the property owners in this subdivision will organize a property owners association with a charter and by-laws having their purpose clearly set forth. Said association under the authority to be assigned to them by Montco Properties as per these covenants will elect a board of directors or governors according to their by-laws who will administer funds and govern said association. Upon satisfaction of Developer that said association is properly organized for the benefit of the property owners then Montco Properties at said Montco Properties option will convey unto the association all of community facilities in the development and assign to them the authority to collect and administer the funds as set forth herein.

1. **TRAFFIC LAW:** Notwithstanding the fact that all roads and streets in this subdivision are dedicated not unto the public, but only to the property owners in HUNTERS POINT 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 development and 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 as set by the Montgomery County Commissioners Court, just as though said roadways were public.

2. **PUBLIC LAW:** Notwithstanding the fact that all commons 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 HUNTERS POINT for all purposes just as though the whole subdivision 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 whereby the streets and other commons and facilities were dedicated to the public.

3. **RIGHT OF STREET DEDICATION:** Notwithstanding the fact that all streets within this subdivision are dedicated to the property owners are not public streets and are not dedicated to the county or any other body politic, it is hereby stipulated that after five years from date should the owners of 75% of the lots in every section of the subdivision HUNTERS POINT so desire and execute a petition to the County Commissioners Court, petitioning such court to accept said streets as county roadways and should such court accept said streets and agree to maintain same, then said streets shall cease to be private roadways.

IN WITNESS HEREOF, we have hereunto set our hands, this 28th day of July, 1977

HUNTERS POINT

Jack E. Blanco
MONTCO PROPERTIES

Jack E. Blanco Jr.
JACK E. BLANCO, TRUSTEE

FILED FOR RECORD
AT 7 O'CLOCK P.M.

AUG 2 1977

ROY HARRIS, Clerk
County Court, Montgomery Co., Tx
to Donha Dard... Clerk