



AMENDED AND RESTATED RESTRICTIONS

PEPPER HILL

STATE OF TEXAS §
COUNTY OF MONTGOMERY § KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, on September 21, 1983, LAND ART & HOMES, INC., being the owner of a tract of land containing 61.192 acres of land out of the RELEIGH ROGERS SURVEY, A-33, Montgomery County, Texas, duly filed a plat for said tract named "Pepper Hill" and such plat was duly recorded for record in Cabinet D, Sheet 62-B, of the Map Records of Montgomery County, Texas (the "Subdivision).

WHEREAS, Pepper Hill is subject to certain restrictive covenants, conditions, and dedications as set out in that certain instrument entitled "Restrictions Pepper Hill" (the "Original Restrictions"), of record in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 8346685; and

WHEREAS, the Original Restrictions provide, in relevant part, that the Original Restrictions may be amended or changed, in whole or in part, by an instrument signed by a majority of the property owners in Pepper Hill, and duly filed and recorded in Montgomery County, Texas; and

WHEREAS, the required number of property owners have determined that the Original Restrictions should be changed or amended in the manner herein set out and have executed this Amended and Restated Restrictions Pepper Hill:

NOW THEREFORE, in consideration of the premises and pursuant to the applicable provisions of the Original Restrictions, the undersigned property owners, being a majority of the property owners in the Subdivision, do hereby adopt the following amended covenants and restrictions which shall be taken and deemed as covenants to run with all of the lands of the Subdivision and shall be binding on these and all other owners of lots in the Subdivision and upon all parties and persons claiming under them for a period of ten (10) years after the date hereof, and thereafter these amended restrictions shall be automatically extended for successive periods of ten (10) years each, unless a duly recorded instrument is signed by the owners of a majority of the lots in the Subdivision, agreeing to change said covenants, conditions and restrictions in whole or in part.

PEPPER HILL PROPERTY OWNERS' ASSOCIATION

The Pepper Hill Property Owners' Association (the "Association") was formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the annual maintenance fees, special assessments, and other amounts set forth in this Amended and Restated Restrictions and the bylaws of the Association, enforcement of the restrictive covenants contained herein, architectural control of the Lots, and such other purposes as set out in the Articles of Incorporation and consistent with the provisions of this Amended and Restated Restrictions and all supplemental or amended restrictions. Every person or entity who is a record Owner of any Lot in the Subdivision or in any of the Properties which are subject, or which may hereafter be subject, to the Association shall be a Member of the Association.



The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the Lot or other Property. Membership shall automatically pass with the title to the Lot or other Property. Ownership of such land shall be the sole qualification for membership. Members shall be entitled to voting rights as set out in the bylaws of the Association.

ARCHITECTURAL CONTROL COMMITTEE

The members of the Architectural Control Committee shall be elected by the majority of the Association membership to serve for a two (2) year term designated by the bylaws of the Association. If the Board of Director's and/or the membership should believe, in good faith, that one or more members of the Architectural Control Committee is not performing his or her duties according to these Restrictions, then either the Board or membership, by majority vote, may remove such member and appoint a new member to replace the removed member. Upon appointment, the new member shall immediately be fully authorized and qualified to assume such duties, including the power to vote on any and all applications that had been pending and had not been voted by all of the members of the Architectural Control Committee, as of the time the prior member had been removed, regardless or whether or not the removed member had voted on any pending application. The removal and replacement of any member of the Architectural Control Committee shall not operate to extend the time in which the Architectural Control Committee is obligated to render its approval or rejection of any application. The Architectural Control Committee shall not be authorized or entitled to grant any variance, or waiver of these Restrictions without the express, advance, approval of the Board of Directors of Association. Neither the Architectural Control Committee nor the Board of Directors of the Association may grant or permit any waiver, variance, violation, or encroachment over any building set back line for any lot according to these Restrictions or the recorded plat for the Subdivision, or the construction of any permanent or temporary building or any easement.

In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, this covenant shall be deemed to have been complied with and approved by the Architectural Control Committee. If no suits to enjoin the erection of such building or the making of such alterations have been commenced prior to ninety (90) days after completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

RIGHT TO ENFORCE

If at any time any owner of a lot in the Subdivision violates or attempts to violate any of the covenants herein, it shall be lawful for the Board of Directors of the Association to issue mail notices of the violation. In the event of non-compliance with the violation notice(s), the Board of Directors or any lot owner, at their discretion, has the option to seek legal remedies as permitted by law, or during reasonable hours, members of the Architectural Control Committee, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot and the Living Unit thereon for the purpose of ascertaining the current status of the violation, and to remedy the violation if deemed necessary. Said person shall not be deemed guilty of trespass by reason of such entry.

Additionally, the Association is expressly authorized to levy and collect fines in order to enforce the restrictions and covenants contained herein.

USE RESTRICTIONS

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes. The term "residential purposes," as used herein, shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. The phrase "commercial and professional uses" shall mean the conduct of any trade, business or profession on any lot of the Subdivision in which involves any one or more of the following:

- (i) where employees, agents and independent contractors who work for or deal with the business meet or work to carry out any part of their jobs; or
- (ii) where as a part of such business or trade commercial vehicles, equipment, supplies, merchandise, trash, garbage or industrial by-products are kept, parked, or stored for any period of time.

(b) No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed three (3) stories in height, together with an attached garage for not more than three (3) cars and servant's type quarters. These quarters may be occupied by an integral part of the family occupying the main residence on the building site, or by domestic servants employed on the premises. A tool shed, work shop, patio, swimming pool, whether attached or unattached to the residence building, must be approved by the Architectural Control Committee.

(c) No improvements of any nature shall be erected, placed or altered on any lot or other property in this subdivision until the plans, specifications and plot plans show the location of such improvements have been approved in writing as to conformity and harmony of the external design with existing structures in the Subdivision, and as to location with respect to topography and finished ground elevation by a majority of the Architectural Control Committee.

(d) Except as may be authorized in writing by the Architectural Control Committee no building shall be located nearer to the front lot lines or nearer to the side street line than the building set back lines shown on the recorded plat. No slab or foundations of any building (including garages) shall be located nearer than ten feet (10') from the rear lot line of lots which do not have an easement in the rear; nor nearer the twenty-five feet (25') from any side lot line. If needed, owners are to allow a five foot (5') easement on side lines of lot for underground utilities.

(e) No noxious or offensive trade or activity, including garage, estate or similar sales, shall be carried on upon any lot nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood.

(f) No trailer, basement, tent, shack, mobile or manufactured home, modular home, garage, barn or other outbuilding erected on a tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(g) No residential structure shall be placed on any lot unless its living areas have a minimum of two thousand five hundred (2,500) square feet of floor area, exclusive of porches and garage.

(h) The exterior walls of all residences shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, concrete or other masonry type construction. The Architectural Control Committee does not have the authority to grant a variance or waiver on this covenant.

(i) All driveways shall be made of finished concrete from Pepper Hill Drive to the garage entry. Vehicles shall not be parked on any non-paved portion of any lot within view of Pepper Hill Drive except near or close to their garage.

(j) Easements for installations and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

(k) All garages shall be attached to the residence building and shall be located for side entry, rear entry or front entry if the garage is set back twenty (20) feet from the front building line of the residence in relation to Pepper Hill Drive. Any variance in this restriction requires the approval of the Architectural Control Committee

(l) No campers, boats, trailers, motor homes, non-operating vehicles or vehicles without current license plates and registration are to be parked or stored within view of Pepper Hill Drive. No commercial trucks or trailers with three (3) axles or more are permitted in the Subdivision for the purpose of moving, delivery or subdivision maintenance or allowed to be parked overnight within the subdivision.

(m) The raising, breeding or keeping of swine, poultry, fowls, wild or exotic animals, or other livestock on any residential lot in the Subdivision is strictly prohibited. However, one horse per two (2) acre tract is permitted provide pasture, paddock, barn and all improvements for keeping the horse be approved in writing by the Architectural Control Committee. No animals which are permitted in the Subdivision may be kept, bred or maintained for any commercial purpose. Montgomery County regulations regarding pets shall apply. All dogs outside their premises must be leashed or under the supervision of a responsible person if they are not leashed. Outside pets must have proper containment. It shall be the responsibility of the owners of such household pets to prevent the animals from

becoming a nuisance to the other residents.

(n) No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any residential lot in this subdivision, nor shall said premises or any part thereof be used for violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

(o) Except political signs which adhere to conditions set forth in the Texas Property Code, no other sign or banner of any kind may be displayed to the public view except one sign of not more than five (5) square feet advertising property for sale or rent, signs used by a builder to advertise the property during the construction period, or matters dealing with the Association. House numbers are permissible in the public view and can be placed on a sign at or near the edge of the driveway.

(p) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot at any time for any purpose. Water wells may be located and drilled with the advance, written permission of the Architectural Control Committee pursuant to local, state and federal laws.

(q) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes, and shall not be kept on a lot except in sanitary containers which should not be placed on Pepper Hill Drive except on trash pickup days. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. No garbage, trash or other refuse accumulated by a property owner shall be dumped at any place where it creates a nuisance to any resident of the subdivision.

(r) No fence, wall, hedge or any pergola or other attached structure shall be erected, grown or maintained on any part of any lot, forward of the front building line of said lot provided that a fence or hedge not exceeding thirty inches (30") in height may be located forward of the front building lines if the same does not extend from one side property line to the other side property line, and further provided that prior written approval is secured from the Architectural Control Committee.

No outside clothes line shall be constructed or maintained on any lot within sight of the street. No fence may be constructed on any lot out of any material other than brick, wood, structural steel, wrought iron or polyvinyl without the permission of the Architectural Control Committee.

(s) No single family dwelling shall be occupied for residential purposes unless the exterior and interior of such dwelling is entirely finished to the extent required by the Architectural Control Committee, whose approval in writing is required for residential completion. The dwelling must be in compliance with the ordinances of Montgomery County and laws of the State of Texas.

(t) All improved lots shall be kept in a neat and well maintained manner and all grass, weeds and vegetation shall be kept mowed at regular intervals. Trees, shrubs, fallen leaves, vines and plants which die shall be removed within a reasonable time period from each lot. The Architectural Control Committee may exert its judgment in this matter to preserve the serenity and natural beauty of the surroundings.

(u) Trees are an invaluable asset to this Subdivision and play a significant role in the value of the properties. Tree removal for the purpose of building dwellings or other structures and due to being dead or diseased is permitted. The indiscriminate cutting of live trees is not permitted unless written permission of the Architectural Control Committee is obtained.

(v) All residences must be completed within one (1) year of starting date, and builders must be of good standing in their profession, must be known to do quality work and be approved by the Architectural Control Committee.

(x) The leasing of a residence does not discharge the property owner from compliance with these restrictions; therefore, the tenant is bound to the terms and conditions contained herein.

(y) No exterior antennas, aerials, satellite dishes (greater than twenty-four (24) inches in diameter), or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of any lot which is visible from any street, common area or other lot unless it is impossible to receive signals from said location. In that event the receiving device may be placed in a visible location as approved by the Architectural Control Committee. The Architectural Control Committee may require as much screening as possible while not substantially interfering with reception. No satellite dishes shall be permitted which are larger than one meter in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No Multichannel Multipoint Distribution Service ("MMDS") antenna mast may exceed the height of twelve feet (12') above the center ridge of the roofline. This Section is not attempting to violate the Telecommunications Act of 1996 ("the Act"), as same may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the Act.

(z) No golf carts, dune buggies, all terrain vehicles, including, but not limited to, motorcycles, three wheelers and four wheelers ("ATV's") shall be operated within the Subdivision unless under the direct adult supervision of a person at least eighteen years of age. Use of said ATV's shall be in strict accordance with applicable state and local laws.

The restrictions and protective covenants listed herein apply only to all lots located in the Subdivision, and do not apply to the following tracts or reserves as shown on the map or plat of the Subdivision:

RESERVE "A", a 2.1758 acre tract or parcel of land as shown on the map and plat of Pepper Hill, and designated for unrestricted use.

RESERVE "B", a 2.0307 acre tract or parcel of land as shown on the map and plat of Pepper Hill, and designated for unrestricted use.

ANNUAL MAINTENANCE FUND

Annual maintenance fees are mandatory for all property owners in the Subdivision, as provided for in the Texas Property Code, Chapter 204. Each developed lot is charged an annual maintenance fee at a rate determined by the majority of the Board of Directors to be paid annually into the funds of the Association. Each undeveloped lot is charged an annual maintenance fee at a rate determined by the majority of the Board of Directors to be paid annually into the funds of the

Association. These fees may be amended with a majority approval of the Board of Directors as the needs of the Subdivision may require.

This charge shall be payable to the Association annually in advance of the first (1st) day of January of each year. To secure payment of this Maintenance Charge, a Vendor's Lien shall be retained in each deed against the residential plot conveyed by any such deed, which lien shall be reserved in favor the Association, its successors and assigns.

Any maintenance charge not paid when due shall bear interest from the date it became due until paid, at the rate of twelve percent (12%) per annum plus subject to a one hundred dollar (\$100) administrative service charge. These charges may be amended with a majority approval vote of the Board of Directors of the Association.

Special Assessments for capital improvements or repair of same may be assessed in any calendar year by a 2/3 vote of the membership eligible to vote, provided a quorum of thirty percent (30%) of the membership is present.

All expenses incurred in the collection of the maintenance fees special assessments and any other fees approved in these restrictions, including reasonable attorneys' fees, will be the responsibility of the property owner.

EXECUTED this 9TH day of MAY, 2011.

**PEPPER HILL PROPERTY OWNERS'
ASSOCIATION**

By: [Signature]
Print Name: Flo Zuccarello

Title: Member-Board of Directors

By: [Signature]
Print Name: RICK EGGLESTON

Title: Member-Board of Directors

By: [Signature]
Print Name: STEPHANIE HOLBROOK

Title: Member-Board of Directors

APPROVAL OF AMENDED AND RESTATED RESTRICTIONS

I HAVE READ AND UNDERSTAND THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, AND BEING THE DULY AUTHORIZED OWNER OF PROPERTY IN SUCH SUBDIVISION, I AFFIX MY SIGNATURE BELOW AS MY APPROVAL OF SUCH PROPOSAL AND AUTHORIZE THE ATTACHMENT OF THIS DOCUMENT TO THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, TO BE DULY FILED AND RECORDED, WITH THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS.

Shirley C. Seaman

PRINT NAME: James C. Seaman PROPERTY DESCRIPTION:
ADDRESS: 5711 Pine Hill Dr SECTION NO. 34
Mountz 77 LOT NO.

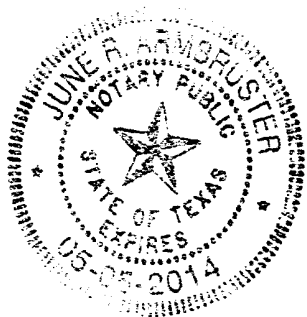
IN ATTEST WHEREOF, WITNESS MY HAND ON THIS THE 27 DAY OF APRIL, 2011.

APPROVAL OF THE PROPOSED REVISIONS: James C. Seaman
(SIGNATURE)
Shirley C. Seaman
(SIGNATURE)

STATE OF TEXAS ~
 ~
COUNTY OF MONTGOMERY ~

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES & SHIRLEY SEAMAN known to me to be the person who named in subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 27 DAY OF APRIL, 2011.



June R. Armbruster
Notary Public, State of Texas

APPROVAL OF AMENDED AND RESTATED RESTRICTIONS

I HAVE READ AND UNDERSTAND THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, AND BEING THE DULY AUTHORIZED OWNER OF PROPERTY IN SUCH SUBDIVISION, I AFFIX MY SIGNATURE BELOW AS MY APPROVAL OF SUCH PROPOSAL AND AUTHORIZE THE ATTACHMENT OF THIS DOCUMENT TO THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, TO BE DULY FILED AND RECORDED, WITH THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS.

PRINT NAME: KEENAN WATER SUPPLY CORP
ADDRESS: 21153 CHAPEL DRIVE
MONTGOMERY, TX 77316

PROPERTY DESCRIPTION:
SECTION NO. RESERVE "A" OF PEPPER HILL
LOT NO(S). _____

IN ATTEST WHEREOF, WITNESS MY HAND ON THIS THE 28th DAY OF APRIL, 2011.

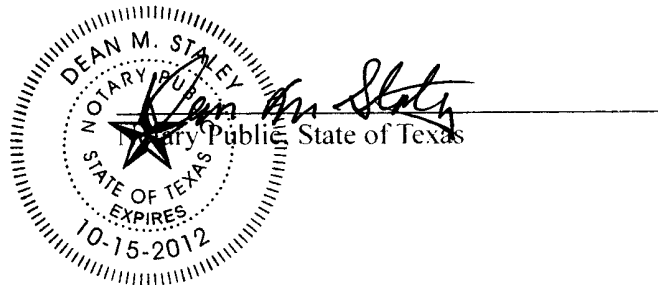
APPROVAL OF THE PROPOSED REVISIONS: William K Cadmus Jr
(SIGNATURE)

WILLIAM K. CADMUS, JR.
(SIGNATURE)
ACTING SECRETARY/TREASURER

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WILLIAM K. CADMUS, JR, known to me to be the person who named is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 28th DAY OF APRIL, 2011.



Kennan Water Company
C/o Dean Staley
21035 Chapel Drive
Montgomery, TX. 77316

**Shirley Martin
4428 Pepper Hill Drive
Montgomery, TX. 77316**

APPROVAL OF AMENDED AND RESTATED RESTRICTIONS

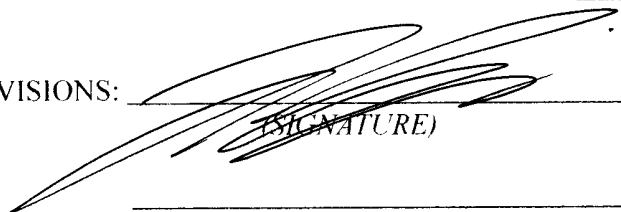
I HAVE READ AND UNDERSTAND THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, AND BEING THE DULY AUTHORIZED OWNER OF PROPERTY IN SUCH SUBDIVISION, I AFFIX MY SIGNATURE BELOW AS MY APPROVAL OF SUCH PROPOSAL AND AUTHORIZE THE ATTACHMENT OF THIS DOCUMENT TO THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, TO BE DULY FILED AND RECORDED, WITH THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS.

PRINT NAME: James Burnett
ADDRESS: 4271 Pepper Hill
West, Tx 77316

PROPERTY DESCRIPTION:
SECTION NO. _____
LOT NO(S). Lot 32 in Pepper Hill

IN ATTEST WHEREOF, WITNESS MY HAND ON THIS THE _____ DAY OF _____, 2011.

APPROVAL OF THE PROPOSED REVISIONS: _____




(SIGNATURE)

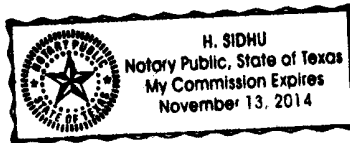
STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James L. Burnett, known to me to be the person who named is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE. THIS THE 9th DAY OF April, 2011.

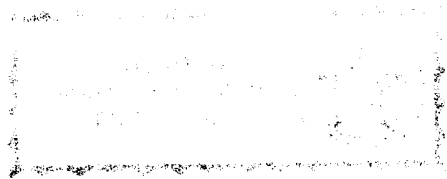


Notary Public, State of Texas



James Burnitt
1602 McDonald
Houston, Tx 72007

Leah McKinley
4469 Pepper Hill Drive
Montgomery, TX. 77316



Carroll & Linda Hull
4239 Pepper Hill Drive
Montgomery, TX. 77316

Tim & Mary Jane Thompson
4091 Pepper Hill Drive
Montgomery, TX. 77316

Jodie & Sandy Roberds
4248 Pepper Hill Drive
Montgomery, TX. 77316



APPROVAL OF AMENDED AND RESTATED RESTRICTIONS

I HAVE READ AND UNDERSTAND THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, AND BEING THE DULY AUTHORIZED OWNER OF PROPERTY IN SUCH SUBDIVISION, I AFFIX MY SIGNATURE BELOW AS MY APPROVAL OF SUCH PROPOSAL AND AUTHORIZE THE ATTACHMENT OF THIS DOCUMENT TO THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, TO BE DULY FILED AND RECORDED, WITH THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS.

PRINT NAME: Carl D. Head & Aline D. Head
ADDRESS: 4135 Pepper Hill Dr. PROPERTY DESCRIPTION:
Montgomery Tex. SECTION NO. _____
177316 LOT NO(S). 28

IN ATTEST WHEREOF, WITNESS MY HAND ON THIS THE 19 DAY OF April, 2011.

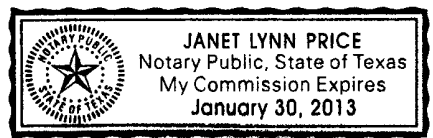
APPROVAL OF THE PROPOSED REVISIONS: Carl D. Head
(SIGNATURE)
Aline Head
(SIGNATURE)

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared mr. & mrs. Carl Head, known to me to be the person who named is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 19 DAY OF April, 2011.

Janet L. Price
Notary Public, State of Texas



Carl & Aline Head
4135 Pepper Hill Drive
Montgomery, TX. 77316

APPROVAL OF AMENDED AND RESTATED RESTRICTIONS

I HAVE READ AND UNDERSTAND THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, AND BEING THE DULY AUTHORIZED OWNER OF PROPERTY IN SUCH SUBDIVISION, I AFFIX MY SIGNATURE BELOW AS MY APPROVAL OF SUCH PROPOSAL AND AUTHORIZE THE ATTACHMENT OF THIS DOCUMENT TO THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, TO BE DULY FILED AND RECORDED, WITH THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS.

PRINT NAME: Robert & Stephanie Holbrook PROPERTY DESCRIPTION:
ADDRESS: 4025 PEPPER HILL DR SECTION NO. 1
Montgomery, TX 77316 LOT NO(S). 26

IN ATTEST WHEREOF, WITNESS MY HAND ON THIS THE 3rd DAY OF may, 2011.

APPROVAL OF THE PROPOSED REVISIONS:

[Signature]
(SIGNATURE)

[Signature]
(SIGNATURE)

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert & Stephanie Holbrook, known to me to be the person who named is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 3rd DAY OF may, 2011.



[Signature]
Notary Public, State of Texas

APPROVAL OF AMENDED AND RESTATED RESTRICTIONS

I HAVE READ AND UNDERSTAND THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, AND BEING THE DULY AUTHORIZED OWNER OF PROPERTY IN SUCH SUBDIVISION, I AFFIX MY SIGNATURE BELOW AS MY APPROVAL OF SUCH PROPOSAL AND AUTHORIZE THE ATTACHMENT OF THIS DOCUMENT TO THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, TO BE DULY FILED AND RECORDED, WITH THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS.

PRINT NAME: Kathy Summers
ADDRESS: 4205 Pepper Hill
Montgomery, Tx 77316

PROPERTY DESCRIPTION: _____
SECTION NO. _____
LOT NO(S). _____

IN ATTEST WHEREOF, WITNESS MY HAND ON THIS THE 4 DAY OF May, 2011.

APPROVAL OF THE PROPOSED REVISIONS: Kathy Summers
(SIGNATURE)

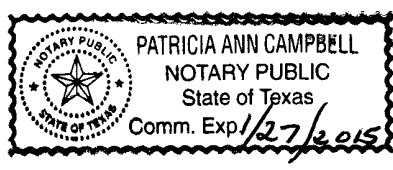
(SIGNATURE)

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kathy Summers, known to me to be the person who named is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 4th DAY OF May, 2011.

Patricia Ann Campbell
Notary Public, State of Texas



Kathy Summers
4205 Pepper Hill Drive
Montgomery, TX, 77316

APPROVAL OF AMENDED AND RESTATED RESTRICTIONS

I HAVE READ AND UNDERSTAND THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS. AND BEING THE DULY AUTHORIZED OWNER OF PROPERTY IN SUCH SUBDIVISION, I AFFIX MY SIGNATURE BELOW AS MY APPROVAL OF SUCH PROPOSAL AND AUTHORIZE THE ATTACHMENT OF THIS DOCUMENT TO THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS. TO BE DULY FILED AND RECORDED. WITH THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS.

PRINT NAME: Chuck + Sonya Jett PROPERTY DESCRIPTION: _____
ADDRESS: 4433 Pepperhill Dr SECTION NO. _____
Montgomery, Tx 73146 LOT NO(S). _____

IN ATTEST WHEREOF, WITNESS MY HAND ON THIS THE 5th DAY OF May, 2011.

APPROVAL OF THE PROPOSED REVISIONS: _____
[Signature]
(SIGNATURE)
[Signature]
(SIGNATURE)

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Chuck and Sonya Jett, known to me to be the person who named is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 5th DAY OF MAY



Barbara Lynn Burleigh
Notary Public, State of Texas Harris County, Texas

APPROVAL OF AMENDED AND RESTATED RESTRICTIONS

I HAVE READ AND UNDERSTAND THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, AND BEING THE DULY AUTHORIZED OWNER OF PROPERTY IN SUCH SUBDIVISION, I AFFIX MY SIGNATURE BELOW AS MY APPROVAL OF SUCH PROPOSAL AND AUTHORIZE THE ATTACHMENT OF THIS DOCUMENT TO THE FOREGOING AMENDED AND RESTATED RESTRICTIONS FOR PEPPER HILL SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, TO BE DULY FILED AND RECORDED, WITH THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS.

PRINT NAME: Chad & Amy Rainwater
ADDRESS: 4200 Pepperhill Dr.
Montgomery, TX 77316

PROPERTY DESCRIPTION: _____
SECTION NO. _____
LOT NO(S). _____

IN ATTEST WHEREOF, WITNESS MY HAND ON THIS THE 9th DAY OF May, 2011.

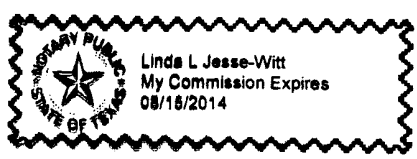
APPROVAL OF THE PROPOSED REVISIONS:

Chad Rainwater
(SIGNATURE)
Amy Rainwater
(SIGNATURE)

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Chad & Amy Rainwater, known to me to be the person who named is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 9th DAY OF May, 2011.



Linda L. Jesse-Witt
Notary Public, State of Texas

Chad & Amy Rainwater
4200 Pepper Hill Drive
Montgomery, TX. 77316

FILED FOR RECORD

05/19/2011 2:38PM



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

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 Montgomery County, Texas.

05/19/2011



County Clerk
Montgomery County, Texas