

PREPARED BY
JOE A. CRANFORD
1102 COWAN
CONROE, TEXAS 77301
936-494-5551

DEED RESTRICTION ANALYSIS

BRIDGEPOINT SUBDIVISION

February 15, 2023

This report is being furnished at the request of Mr. Len Vogel, President of the Bridgepoint Civic Association, to determine which properties within the boundaries of Bridgepoint Subdivision are affected or bound by the Deed Restrictions and Amendments thereto as found in the Public Records of Montgomery County, Texas. A history of said Restrictions is set forth as follows, to-wit:

- 1.) Restrictions dated August 1, 1978 as recorded in Volume 1078, Page 653 of the Deed Records of Montgomery County, Texas. Said Restrictions are applicable to 171.006 acres and 28.996 acres of land situated in the Neal Martin Survey, Abstract No. 26, Montgomery County, Texas. Said property is more particularly described by metes and bounds in deed recorded in Volume 1048, Page 227 of the Deed Records of Montgomery County, Texas. It is noted therein that the land north of Jones Gully (not identified) is excluded from said Restrictions, and the portion of said 171.006 acres lying 400 feet north of FM 1097 is also excluded from said Restrictions. (See Exhibit 1A.)
- 2.) Modification of Restrictions dated November 30, 1979 as recorded under Clerk's File No. 8020179 of the Real Property Records of Montgomery County, Texas. Amends Section 1, Paragraph 4 of the Original Restrictions.
- 3.) Restrictions reserved by Warranty Deed dated August 16, 1996 recorded under Clerk's File No. 9651557 of the Real Property Records of Montgomery County, Texas. This Deed is a conveyance of previously unsold property out of a 171.006 acre tract and a 28.996 acre tract and part of a 414.685 acre tract, all situated in the Neal Martin Survey, Abstract No. 26, Montgomery County, Texas. Said tracts are identified and described as Tract A through H, inclusive and containing a composite of 247.09 acres: (See Exhibits 1A and 1B.)

TRACT A -	1.999 acres
TRACT B -	11.116 acres
TRACT C -	1.269 acres
TRACT D -	66.648 acres
TRACT E -	17.299 acres
TRACT F -	145.686 acres
TRACT G -	2.206 acres
TRACT H -	0.068 acres

Composite Total: 247.09 acres

The property in this conveyance is subject to: "any and all restrictions, covenants, conditions, assessments, maintenance charges...." In addition, "no business of a commercial nature, whether for profit or not, shall be permitted, nor shall there be permitted manufactured housing, mobile homes, campers or trailers on any of the herein described property." These restrictions are applicable to all property acquired herein which is part of said 171.006 acres and 28.995 acre, including the property north of Jones Gully and the property lying 440 feet north of FM 1097.

- 4.) First Amendment of Restrictions of Bridgepoint Subdivision dated December 27, 1996 recorded under Clerk's File No. 9679843 of the Real Property Records of Montgomery County, Texas. The current owner, B. & A. Interest, Inc. having previously acquired certain properties from the original developer, being out and part of a 171.006 acre tract and a 28.995 acre tract desires to impose additional covenants and restrictions against said property which shall not be in violation of the original Restrictions. The portion of land to which said additional covenants and restrictions are being added has been platted as 125.22 acres, known as BRIDGEPOINT SECTION ONE, and recorded in Cabinet I, Sheets 150 and 151 of the Map Records of Montgomery County, Texas. Certain Lots have been excluded from the coverage of said Amended Restrictions, namely: (See Exhibit 2 – Recorded Plat)
Lots 11, 15, 18, 19, 20, 34 and 35 – Block One (1);
Lot 10 – Block Two (2)
- 5.) Amendment and Modification of Restrictions dated March 3, 1997 recorded under Clerk's File No. 9717572 of the Real Property Records of Montgomery County, Texas. This Amendment and Modification pertains to those restrictions set forth in Warranty Deed dated August 16, 1996 recorded under Clerk's File No. 9651557 of the Real Property Records of Montgomery County, Texas. It was the original intention of the parties to said Deed that Tract F (145.686 acres) described therein, be excluded and exempt from such restrictions. (See Exhibit 1B.) This amendment is executed to correct said mistake and thereby cancel, release and discharge said restriction as to said 145.686 acres. Said restriction is modified as to Tract F as follows: "no noxious or offensive activity or any activity which would constitute a nuisance offensive to persons of ordinary sensitivities." This amendment affects Lots 1 through 6 in Block 1 and Lots 1 through 6 and Lot 12 in Block 2 of the recorded Plat of Bridgepoint, Section One (1). (Crosshatched on Plat – See Exhibit 4 .)
- 6.) Second Amendment to Restrictions dated February 26, 2006 recorded under Clerk's File No. 2006-02476- of the Official Public Records of Montgomery County, Texas. This Amendment only affects the internal language to First Amended Restrictions (Item 4 above.)
Amends Article VI, Par. 6.02 (c).
Amends Article VI, Par. 6.02 (b).
Amends Article VIII, Par. 8.01
- 7.) Third Amendment to Restrictions dated September 14, 2006 recorded under Clerk's File No. 2006-109495 of the Official Public Records of Montgomery County, Texas. This Amendment only affects the internal language to First Amended Restrictions (Item 4 above.)
Amends Article III Par. 3.07 Water Supply
- 8.) Voluntary Adoption of Restrictions dated November 10, 2004 recorded under Clerk's File No. 2004-126726 of the Official Public Records of Montgomery County, Texas executed by Michael Paine and Carol. The parties agree to adopt the First Amended Restrictions set forth in Item 4 above as running with Tracts 28 and the S/2 of Tract 29 containing a total of 1.50 acres as described therein. Said property is now owned by CRAWFORD.

It is noted here that there were various Consent to Plat of a Subdivision documents recorded in the Public Records in 1996. These various "consents" were given to B. & A. Interests, Inc. with the understanding that their respective tracts would be shown on the proposed plat of Bridgepoint Subdivision, without altering the size or location of the individual tracts. These tracts were parcels which had been previously sold by the original developer, and not included in the Deed dated August 16, 1996 recorded under Clerk's File No. 9651557 of the Real Property Records of Montgomery County, Texas. These consents ratified all matters to be shown on the recorded plat, but it did not change or ratify the new Restrictions. These Consents are listed as follows:

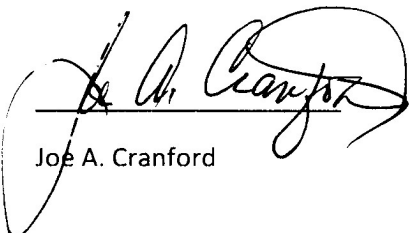
- Consent – August 27, 1996 – Clerk's File No. 9672473 Real Property Records – Lot 10 – 1.5 ac
- Consent – October 15, 1996- Clerk's File No. 9672479 Real Property Records – Lot 12 – 2.380 ac
- Consent – August 26, 1996 – Clerk's File No. 9672475 Real Property Records – Lot 14-A-1- 1.054 ac
- Consent – August 23, 1996 – Clerk's File No. 9672474 Real Property Records – Lot 15 & 17- 4.410 ac
- Consent – August 17, 1996 – Clerk's File No. 9672472 Real Property Records – Lot 18 – 1.590 ac
- Consent – August 31, 1996 – Clerk's File No. 9672477 Real Property Records – Lot 32 – 1.280 ac
- Consent – August 27, 1996 – Clerk's File No. 9672476 Real Property Records – Lot 34 – 1.000 ac
- Consent – September 3, 1996 – Clerk's File No. 9672478 Real Property Records – Lot 41 – 1.618 ac

CONCLUSIONS AND SUMMARY

My conclusions, based upon the Public Records reviewed herein, are as follows, to-wit:

- Lots in Bridgepoint affected by 1978 Restrictions – Item 1 – All Lots marked in yellow on Exhibit 4
- Lots in Bridgepoint affected by 1996 Deed Restrictions and First Amended Restrictions – Items 3 & 4 – All Lots marked in Red & Blue, EXCEPT those which are crosshatched – See Exhibit 4
- Lots affected only by First Amended Restrictions – Item 4 – All Crosshatched Lots – See Exhibit 4
- Lots affected by Consent to Recorded Plat – 9 Yellow Lots outlined in Red – See Exhibit 4
- Lots Adopting First Amended Restrictions – Item 7 – 1 Yellow Lot outlined in Green – Shown in the name of CRAWFORD – See Exhibit 4.

This report and accompanying copies and Exhibits are prepared for the use and benefit of Bridgepoint Civic Association and shall inure solely to its benefit. Any typographical error or omissions are unintentional. Prepared and respectfully submitted by:



Joe A. Cranford

7832038

DEEDS

RESTRICTIONS, COVENANTS, AND CONDITIONS APPLICABLE TO
ACREAGE IN THE NEIL MARTIN SURVEY, ABSTRACT NO. 26,
MONTGOMERY COUNTY, TEXAS, A RESIDENTIAL AREA,
COMETIMES REFERRED TO AS BRIDGEPOINT

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

THAT, WHEREAS, JOHN R. KLEIMANN, TRUSTEE, a resident of
Montgomery County, Texas, is the owner of that certain tract
or parcel of land described as follows, to-wit:

BEING 171.006 acres of land out of and a part of the
Neil Martin Survey, Abstract No. 26, Montgomery County,
Texas, which 171.006 acres is fully described by metes
and bounds in Exhibit "A" of that certain deed dated
March 6, 1978, from John R. Kleimann et al., to John
R. Kleimann, Trustee, of record in Volume 1048, Page
227, Deed Records, Montgomery County, Texas, to which
Deed and the record thereof reference is here made
for a more complete description of said 171.006 acres.

and,

WHEREAS, JOHN R. KLEIMANN, Individually, a resident of
Montgomery County, Texas, is the owner of that certain tract
or parcel of land described as follows, to-wit:

BEING 28.995 acres of land out of and a part of the
Neil Martin Survey, Abstract No. 26, Montgomery County,
Texas; and, said 28.995 acres being more particularly
described by metes and bounds in Deed dated September 7,
1976, from Arnold Smith, Trustee, to John R. Kleimann,
et ux., of record in Volume 1017, Page 712, Deed Records,
Montgomery County, Texas, to which Deed and the record
thereof reference is here made for a more complete de-
scription of said 28.995 acres.

and,

WHEREAS, it is the desire of JOHN R. KLEIMANN, TRUSTEE, and
JOHN R. KLEIMANN, Individually, hereinafter referred to as the
Developer of said property, to dedicate and restrict a portion
thereof as residential property, for the purpose of developing
a residential subdivision and a residential area, and, therefore,
for the purpose of insuring harmonious, pleasant, and satisfactory
living conditions in a residential area, and to insure means for
mutually safeguarding and enhancing the value of investment in

the property and improvements to be from time to time erected on the property, the Developer hereby fixes and adopts the restrictions, covenants, conditions and other provisions as hereinafter set out, which shall run with the land, and which shall govern the development of the property, the use of the property, and all improvements placed upon the property, and which shall be binding upon the Developer, his heirs, assigns, and successors, for the term hereinafter stated; except, however, these restrictions, covenants and conditions shall not apply to the portions of the above described property hereinafter specifically described, and which are hereby reserved and excluded from the provisions of this document, unless subjected to the provisions, in whole or in part, of this document, by a subsequent document filed for record by the Developer with the County Clerk of Montgomery County, Texas. The property reserved and excluded from the provisions of this document are described as follows:

UNRESTRICTED }

TRACT I:

BEING all that portion of the 171.006 acre tract lying North of a gully known as Jones Gully.

TRACT II:

BEING all that portion of the 171.006 acre tract lying within 400 feet of the North boundary line of Farm-to-Market Road No. 1097.

SECTION I: ARCHITECTURAL CONTROL COMMITTEE

1. ARCHITECTURAL CONTROL: No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications therefor and a plan showing the location of the structure upon the land have been approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be provided for in Section I, paragraph 3, below.

2. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of John R. Kleimann, Beatrice G. Kleimann, Arnold E. Stanfield, and Emma K. Stanfield. A majority of the Committee may designate a representative to act for it. In the event of death, resignation, or inability to serve of any member of the Committee, the remaining members shall have full authority to designate a successor.

At such time as seventy (70%) per cent of the 171.006 acres and the 28.995 acres has been sold, the Architectural Control Committee shall designate at least one property owner in Bridgepoint Subdivision to serve as a member of the Committee, and who shall replace one existing member. At such time as one hundred (100%) per cent of the total acreage has been sold, and the Developer has received payment therefor, or sooner, at the choice, discretion, and election of the existing Architectural Control Committee, the Committee shall resign and appoint a successor Committee, composed of property owners within Bridgepoint Subdivision. At any time thereafter, the then record owners of a majority of the tracts in the subdivision shall have the power, through a written document placed of record in the Office of the County Clerk of Montgomery County, Texas, to change the membership of the Committee, or to withdraw from the Committee, or restore to it any of its powers and duties; provided, however, that in the event a Bridgepoint Civic Club is formed, meeting voting requirements therefor as set out in Section IV of this document, the managing officers and directors of such Club shall have exclusive authority to then appoint the Architectural Control Committee.

3. PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced by any person prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

Examination of plans and specifications are subject to a fee charge as may be determined by the Architectural Control Committee or its designated representative.

The Committee shall at all times have authority to request additional data, including plans, specifications, and drawings, when, in the discretion of the Committee, said documents are necessary or helpful in determining whether or not the plans and specifications should be approved.

4. VARIANCES, DEVIATIONS AND EXCEPTIONS ALLOWED: The Architectural Control Committee may, in its discretion, approve variances, deviations and exceptions from any provision of this document, when, in the Committee's opinion and judgment, such approval is necessary or desirable for the purpose of fairness of enforcement and/or in the imposing of equitable conditions, and, also, when such change, variance, deviation or exception will result in more commonly beneficial use, and, yet, be in keeping with the over-all intent of this document. The provisions of this paragraph permit variances, deviations and changes by the Committee of building lines and easements, as well as any other provisions of this document.

*Amended
8020179
RPR*

SECTION II: GENERAL CONSTRUCTION RESTRICTIONS

1. EASEMENTS: Easements created, written or otherwise dedicated on this property are permanent, and are not subject to time limitations set out in this document. Easements are to be described, written and referred to in the various deeds of lots or tracts of land in this subdivision, and are for the purpose of providing utilities, installation, operation, maintenance, and service thereof for the residents of this subdivision, and, in addition, portions of streets and roads shall be usable for the purposes of installation, operation and maintenance of utilities. Title to all utility systems shall remain vested in the person, firm, corporation, political subdivision, or other authority having due and legal authority to install, own and operate such system, and no ownership therein, nor any part thereof, shall pass to any owner of property in this subdivision. The owners of utility systems shall have prior rights in the use of the Easements as described and as herein referred to, as against the owner of the land within the subdivision. The Developer or any utility company using Easements herein provided for shall not be liable for damages done by them, their agents or employees, to shrubbery, trees, flowers, or any improvements situated upon the land covered by said Easement.

2. BUILDING SITES: The terms "building site", "lot" and "tract", as used in this document, shall be synonymous. A building site consists of a parcel of land within the subdivision as described in the deed from the Developer to a purchaser.

No building site shall be used for more than one single family dwelling, and all other buildings upon the building site used in connection with the dwelling shall correspond with the architectural design of the dwelling.

3. BUILDING TYPE AND SIZE: The buildings to be erected upon each building site shall consist of not more than one single family dwelling, not to exceed two and one-half (2-1/2) stories in height, and other housing space for usual family requirements, such as, garage, household laundry, storage, and servants quarters.

The covered part of the dwelling, exclusive of garages, shall contain no less than 1,500 square feet for one story dwellings, and shall contain not less than 2,000 square feet for multi-story dwellings. The square footage area shall be measured exclusive of open porches, garages and servants quarters. The ground floor area of multi-story dwellings shall contain not less than 1,500 square feet, exclusive of open porches and garages.

Garages may be built attached to or separate from the dwelling. No garage or carport shall face and open to the street, without express approval of the Architectural Control Committee.

4. BUILDING LOCATION ON SITE: Except as to water front lots and corner lots, no part of any building shall be closer than 105 feet to the center of the street, nor 20 feet from the side and back property lines, and, for this purpose, porches, stoops, bays, and covered areas are considered a part of the building.

As to water front lots and corner lots, no part of any building shall be closer than five feet to the side lot lines, and the distance from the street line or the water front line shall be as determined by the Architectural Control Committee.

Any boat pier or boat house built in connection with water front property shall be centered on the water front line, and plans and specifications therefor must be approved by the Architectural Control Committee under the procedures set out in Section I hereof.

5. SEQUENCE OF BUILDING: No building for garage, servants quarters or other service function of the dwelling shall be erected or placed upon any building site, until construction of the dwelling proper has been started and is actually underway. All dwellings shall be completed within 180 days from the date construction commences.

6. TEMPORARY STRUCTURES: No mobile home, trailer, tent, shack, shed, storage room, garage, or other structure shall be used at any time on any building site in this subdivision as either a temporary or a permanent residence.

7. WALLS AND FENCES: Walls and fences, if any, shall be no higher than six feet above the ground, and shall be no closer to the front lot line than the front of the dwelling. Any erection of any wall, fence, or other improvements on any easement shall be at the property owner's risk.

8. LANDSCAPING: No landscape planning shall be done on any building site until the landscape plans shall have been first approved by the Architectural Control Committee. The area between the front lot line and the front of each dwelling shall, within sixty (60) days following completion of construction of dwelling be landscaped according to plans approved by the Architectural Control Committee.

9. WATER WELLS: No water wells shall be permitted on any building site, except with approval of the Architectural Control Committee.

10. SANITARY SEWERS: No open or pit toilets shall be permitted in this subdivision. No outside toilet facility, portable or otherwise, shall be permanently maintained. Each sewerage disposal system shall be of a type recommended by the State Department of Health, and shall be maintained by property owner at all times in a proper sanitary condition, and in accordance with applicable sanitary laws or regulations of the State, County, or other authority regulating same. All sewerage drains must be constructed and connected with water-tight septic tanks of stable construction. Septic field lines must be constructed so that run-off and sewage shall be contained on purchaser's own land and not on adjoining property, nor in road ditches. Field lines must work properly and be maintained in good working condition.

11. CULVERTS: All culverts within the subdivision shall have a minimum diameter of fifteen (15) inches, a minimum length of twelve (12) feet, and be of 14-gauge corrugated steel of a type commonly referred to as tinhorn. Although the minimum standards are stated above, each culvert installed must be approved by the Architectural Control Committee, which is authorized to require higher standards than those stated above.

SECTION III: GENERAL USE RESTRICTIONS

1. LAND USE: No lot, building site or other tract of land in this subdivision shall be used for any purpose other than residential, and no business of any type, kind or character, nor any occupation for commercial gain or profit shall be carried on therein. Without approval of the Architectural Control Committee, no lot or tract may be replatted or subdivided, and no portion of any lot or tract may be used for a road or easement, public or private, unless approved by the Architectural Control Committee, and except as provided for in the deed from Developer to an original purchaser.

2. PRE-CONSTRUCTED BUILDINGS: No mobile home, trailer home, or any other type of pre-constructed or used building or unit shall be placed upon any lot for the purpose of being used as a residence, either temporarily or permanently.

3. PARKING: No vehicles in excess of one ton capacity shall be permitted in the subdivision, except those used for construction and development of the subdivision and improvements therein. Trucks, boats, trailers, vans, campers, etc., shall be garaged or screened by a service area, or other similar facilities, so as to conceal them from view of neighboring lots, streets or other property.

No unlicensed or inoperative vehicle shall be kept or maintained upon any lot or street adjacent to any lot, nor shall any overnight parking of vehicles be permitted on any street adjacent to any lot.

4. SIGNS: No signs consisting of advertising display or devices of any type or any kind shall be in public view upon any building site in this subdivision, except for builders' signs during construction and sales period or to advertise a property for sale, in which case one installation on the building site of not more than five (5) square feet of sign space shall be the maximum allowable.

5. PETS, POULTRY AND LIVESTOCK: Dogs, cats and other household pets may be kept within the subdivision, provided they are not kept, bred or maintained for any commercial purpose, and, further provided, that they are not kept in such numbers as will constitute a nuisance. No other animals may be kept or maintained within the subdivision, without the annual approval of the Architectural Control Committee and the annual approval, in writing, from each adjacent lot owner.

6. NUISANCES: No nuisance shall be maintained, nor any noxious or offensive activity carried on upon 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.

7. FIREARMS: The use or discharge of pistols, rifles, shotguns or other firearms within the subdivision is expressly prohibited.

8. GARBAGE AND TRASH DISPOSAL: Garbage, trash or other refuse shall not be permitted to accumulate upon any lot in this subdivision. Trash, garbage and other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Service for pick-up of household garbage will be provided through contractual arrangement with an independent contractor, if such service is available, and so long as such service is available. The independent contractor will be selected by the Architectural Control Committee, and each resident shall pay the proportionate cost of such garbage service attributable to his property. In the event that such service is not provided or is not available, each resident must provide a method of disposal for household garbage.

9. YARD APPEARANCE: All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of each lot shall keep weeds and grass thereon cut, and in no event use any lot for storage of materials and equipment, except for normal residential requirements or instant to construction of improvements thereon. All clothes lines, yard equipment, wood piles, or storage piles shall be kept screened by a service yard, drying yard, or other similar facility, so as to conceal them from view of neighboring lots, streets, or other property.

10. DRIVEWAY LIGHTING: Each lot owner may construct and maintain a light or lamp at the entrance of each driveway constructed upon his lot, provided that the fuel source to such light shall be by underground wiring or piping from the residence to the light.

SECTION IV: MAINTENANCE FUND

As a covenant running with the land, all tracts within Bridgepoint Subdivision shall be subject to a maintenance fee of Seven And 50/100 (\$7.50) Dollars per month per tract.

The maintenance fund shall be payable to Developer, or assigns of Developer, monthly in advance, beginning January 1, 1979. The maintenance fund shall be for the purpose of (1) paying all taxes on boat ramps, parking areas, roads, and all common areas and facilities, if any, within the subdivision for use by the owners of tracts within Bridgepoint, and, (2) maintenance of boat ramps, parking areas, roads, easements, street lights, and common areas and facilities, if any, within the subdivision for use by the owners of tracts within Bridgepoint.

Failure to pay the maintenance fee when due shall constitute a first and superior lien upon any tract upon which a fee is imposed; provided, however, that such lien shall be second and inferior to any and all liens given, granted or created by the owner of such tract to secure money advanced to purchase such tract and/or finance improvements thereon, if the failure to pay occurs after such money is advanced. Further, no tract owner shall be entitled to use boat ramps, parking areas, or common areas and facilities, while the maintenance fee is delinquent upon any tract owned by said owner.

Developer reserves the right, for himself and his successor or assigns, to raise or lower the maintenance fee from time to time, but not more often than annually, as may be necessary to fulfill the purposes for which the fee is collected.

Developer reserves the right, for himself or his successor, to assign the collection and management of the maintenance fund to third parties and/or a Bridgepoint Civic Club composed of tract owners in Bridgepoint Subdivision, as defined in this document or as said subdivision may be later enlarged by Developer or his successor. Any Bridgepoint Civic Club created for the purpose of collecting and management of the maintenance fund shall provide that one owner of each tract in Bridgepoint Subdivision, as defined in this document or as may be later enlarged by Developer or his successor, who is current with all maintenance fees and is not in violation or default of any of the terms and provisions of this document, shall be eligible for voting rights to elect officers and directors of such club, and shall have one vote for each tract owned.

SECTION VI: GENERAL PROVISIONS

1. TERM: These covenants, restrictions and conditions shall run with the land, and shall be binding on the owners and/or occupants of each lot, for a period of twenty (20) years from date hereof; after which time said covenants, restrictions and conditions shall be automatically extended for successive ten (10) year periods, unless an instrument, signed and acknowledged by the owners of a majority of the lots within the subdivision has been legally recorded with the County Clerk of Montgomery County, Texas, agreeing to change said covenants, restrictions and conditions, in whole or in part, before the expiration of any such period.

2. SEVERABILITY: These covenants, restrictions and conditions, and each part hereof, shall be held severable, in that the invalidation of any part hereof by Court Judgment, or for any other reason, shall not run to any other provision, and said other provisions shall remain in full force and effect. Failure to enforce any provision contained in this document shall in no wise invalidate, weaken or otherwise affect any other provision herein contained.

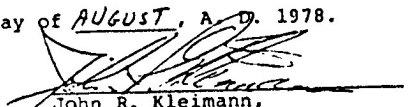
3. ENFORCEMENT: Enforcement of the provisions of this document shall be by proceedings at law or in equity against any person, corporation or entity violating or attempting to violate any restriction, covenant or condition set out herein, and legal remedy shall lie in restraint of violation, correction of violation and/or in recovery of damages. The right of legal action in enforcement shall accrue to any owner of property in the subdivision, or any claimant thereunder, and to any political unit or governmental authority having jurisdiction in the matter in question.

In addition to any owner of property in the subdivision, the Architectural Control Committee or the Developer may enforce the provisions of this document, but do not assume the liability or obligation to do so.

In any case in Court, where the Court finds a party to be in violation of any of the provisions of this document, the party seeking enforcement hereof and/or damages for violation hereof shall be entitled to reasonable attorney fees, as determined by the Court, against the party violating or attempting to violate any of the provisions of this document.

4. LIENS: Liens upon any lot, building site or tract of land in this subdivision given to secure the payment of notes for purchase money advanced, or for improvements made or to be 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 such lot, building site or tract of land; such lien shall remain in full force and priority, in the case of any Court Judgment against any such owner of such lot, building site or tract of land; said premises shall remain subject to such liens; no release of any restrictive covenant, or any part thereof, shall be construed hereby; and, sale under a foreclosure of such liens, as hereinabove recited, shall pass title to such premises, subject to the restrictions, covenants and conditions then in effect.

EXECUTED, this the 1st day of AUGUST, A. D. 1978.

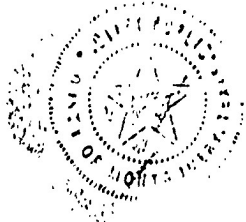

John R. Kleimann,
Individually and as Trustee.

*Beginning
8-1-1978*

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John R. Kleimann, Individually and as Trustee, 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of AUGUST, A. D. 1978.



W. E. Fowler
WILLIAM E. FOWLER
Notary Public in and for
Montgomery County, Texas

FILED FOR RECORD
AT 3:40 O'CLOCK PM

AUG 1 1978
ROY HARRIS, Clerk
County Court, Montgomery Co. Tx.
By *Jane Stadel* Deputy

022-01-1716

8020179

MODIFICATION OF RESTRICTIONS

REAL PROPERTY RECORDS

STATE OF TEXAS I
COUNTY OF MONTGOMERY I

WHEREAS, on August 1, 1978, John R. Kleimann, Individually and as Trustee, executed an instrument designated as Restrictions, Covenants and Conditions Applicable to Acreage in the Neil Martin Survey, Abstract No. 26, Montgomery County, Texas, a Residential Area, Sometimes Referred to as Bridgepoint, which established certain reservations, easements, covenants, conditions and restrictions applicable to 171.006 acres and 28.995 acres of land sometimes referred to as Bridgepoint, situated in the Neil Martin Survey, Abstract No. 26, Montgomery County, Texas, which Restrictions are recorded in Volume 1078, Page 653, Deed Records, Montgomery County, Texas; and,

WHEREAS, Section I, Paragraph 4, of said Restrictions, Covenants and Conditions, reserves the right for the Architectural Control Committee to amend, modify or waive any part of the Restrictions above referred to as to all or any portion of the property known as Bridgepoint; and,

WHEREAS, John R. Kleimann, Individually and as Trustee, has substantially developed the 171.006 acres and 28.995 acres of land above mentioned, and, in order to assure the Federal Land Bank of Texas that the Restrictions will remain as set out in the instrument above mentioned, now desires to partially release the rights retained in Section I, Paragraph 4, of said Restrictions:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I, John R. Kleimann, Individually and as Trustee, the developer of said 171.006 acres and 28.995 acres of land, sometimes referred to as Bridgepoint, situated in the Neil Martin Survey, Abstract No. 26, Montgomery County, Texas, and described in and referred to in those Restrictions, Covenants and Conditions of record in Volume 1078, Page 653, Deed Records, Montgomery County,

022-01-1717

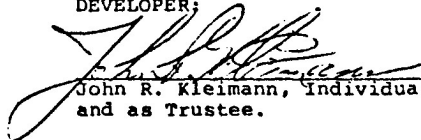
Texas, do hereby Amend, Modify and Change Section I, Paragraph 4,
of said Restrictions, Covenants and Conditions, to further provide
as follows:

"That for so long as the Federal Land Bank of Texas holds a Lien upon any tract, lot or parcel of land within Bridgepoint, or so long as any person, corporation or other legal entity claiming title by, through or under any Lien of the Federal Land Bank of Texas to any tract, lot or parcel of land within Bridgepoint, that said Restrictions, Covenants and Conditions will not be amended, modified or waived without the written consent of the Federal Land Bank of Texas, or the written consent of all persons, corporations, or other legal entity claiming title by, through or under any Lien of the Federal Land Bank of Texas, which consent will not be unreasonably withheld.

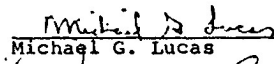
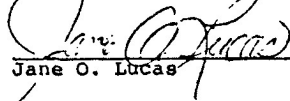
"Any such consent to any amendment, modification, or waiver of said Restrictions, Covenants and Conditions shall be in writing and properly executed by an officer of said Bank, or the person, corporation or other legal entity claiming title by, through or under any Lien of said Bank."

EXECUTED, this the 30th day of November, A. D. 1979.

DEVELOPER:


John R. Kleimann, Individually
and as Trustee.

PURCHASERS:


Michael G. Lucas

Jane O. Lucas

MORTGAGEE:
THE FEDERAL LAND BANK OF TEXAS

By: 
ice President

022-01-1718

STATE OF TEXAS I
COUNTY OF MONTGOMERY I

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John R. Kleimann, Individually and as Trustee, known to me to be the person whose names 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of November, A. D. 1979.

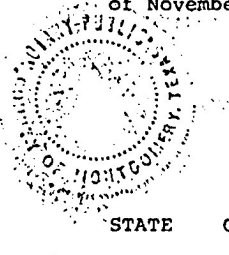


[Signature]
Notary Public in and for
Montgomery County, Texas

STATE OF TEXAS I
COUNTY OF MONTGOMERY I

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Michael G. Lucas and Jane O. Lucas, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of November, A. D. 1979.



STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in the Public Records of the State of Texas in the official Public Records of said County of Montgomery County, Texas.

[Signature]
Notary Public in and for
Montgomery County, Texas

STATE OF TEXAS
COUNTY OF HARRIS

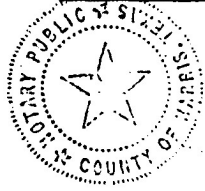


JUN 13 1980
Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND
CHANGES WERE PRESENT AT THE TIME
THE INSTRUMENT WAS FILED AND RECORDED.

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Gary M. Vaughn, Vice President of Federal Land Bank of ~~HOUSTON~~ ^{TEXAS}, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of January, A. D. 1979.



FILED FOR RECORD

1980 JUN 13 PM 4:09

Beverly Goodwin
Notary Public in and for
Harris County, Texas

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

BEVERLY GOODWIN
My Commission Expires April 22, 1980