

CP# 96-05-026 Foster Madeley-Agent

WARRANTY DEED WITH VENDOR'S LIEN

9651557

186-00-0743

ORTC-CONROE

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

THAT JOHN R. KLEIMANN, Individually and as Trustee, and wife, BEATRICE G. KLEIMANN; ARNOLD E. STANFIELD, by and through his Agents and Attorneys-In-Fact, JOHN E. STANFIELD and MARY GRAVE STANFIELD; and BRIDGEPOINT DEVELOPMENT CORPORATION, a Texas corporation, (collectively called the "GRANTORS") of the County of Montgomery and State of Texas for and in consideration of the sum of Ten Dollars (\$10.00) and for other valuable considerations to the undersigned paid by GRANTEE herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the GRANTEE of its one certain promissory note of even date herewith in the principal sum of TWO MILLION EIGHTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,082,500.00), payable to the order of WOODFOREST NATIONAL BANK, a national banking association, bearing interest at the rate therein provided, and being payable as therein specified, and a portion of which proceeds of the said Promissory Note are being paid by WOODFOREST NATIONAL BANK, a national banking association, to the GRANTORS as part of the purchase price and at the special insistence and request and for the benefit of GRANTEE; said note further providing for acceleration of maturity and attorney's fees in the event of default, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to GEORGE V. SOWERS, JR., TRUSTEE; have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto B & A INTERESTS, INC., a Texas corporation

(the "GRANTEE") of the County of Montgomery and State of Texas, all of the following described real property in Montgomery County, Texas, to-wit:

TRACT A

BEING 1.999 acres of land in the NEAL MARTIN SURVEY, A-26, Montgomery County, Texas and being the same land conveyed to John R. Kleimann by Deed recorded in Volume 594, Page 836, Montgomery County Deed Records, said 1.999 acres being described more particularly as follows:

BEGINNING at a 1/2 inch iron rod set in the 201 fee line of Lake Conroe, for the Northwest Corner of Lot 18, Lakewood on Lake Conroe, a subdivision, map of which is recorded in Cabinet F, Sheet 14-B, Montgomery County Map Records and being the Southwest corner of the herein described tract:

THENCE: Along the meanders of the 201 fee line as follows:

1. North 05° 43' 18" East, 187.48 feet;
2. North 03° 01' 38" West, 76.70 feet;
3. North 23° 41' 22" East, 219.50 feet;
4. North 16° 03' 22" East, 140.60 feet;
5. South 77° 43' 22" West, 224.60 feet;
6. North 44° 04' 38" West, 113.70 feet;
7. North 14° 08' 22" East, 100.00 feet;
8. North 39° 44' 22" East, 1.49 feet to the Northwest corner of the herein described tract;

THENCE: South 73° 23' 26" East, for a distance of 368.68 feet to the Northeast corner of the herein described tract;

THENCE: South 14° 34' 29" West, for a distance of 662.71 feet to the Southeast corner of the herein described tract, in the North line of said Lot 18;

THENCE: North 74° 19' 15" West, along said North line for distance of 57.21 feet to the POINT OF BEGINNING and containing in all 1.999 acres of land, more or less.

TRACT B

BEING 11.116 acres of land in the NEAL MARTIN SURVEY, A-26, Montgomery County, Texas and being out of and a part of a certain 414.685 acre tract of land as described by Deed recorded in Volume 784, Page 320, Montgomery County Deed Records, said 11.116 acres being described more particularly as follows:

*Cancelled as to TRACT F (145.686 Ac.)*  
*Restrictions - Ag. B. - 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.*

*demanded: "no noxious or offensive activity or any activity which would constitute a nuisance offensive to persons of ordinary sensitivities"*

BEGINNING at the Southwest corner of the herein described tract, same being the Upper Southwest corner of the said 414.685 acre tract and the Southeast corner of the John R. Kleimann 1.999 acre tract of land as described by Deed recorded in Volume 594, Page 836, Montgomery County Deed Records and being South 74° 19' 15" East, along the North line of Lot 18, Lakewood on Lake Conroe, a subdivision, map of which is recorded in Cabinet F, Sheet 14-B, Montgomery County Map Records, a distance of 57.21 feet from its Northeast corner;

THENCE: North 14° 34' 29" East, along an inside line of the 414.685 acre tract, the East line of the 1.999 acre tract, for a distance of 662.71 feet to an inside corner of the herein described tract, an inside corner of the 414.685 acre tract, the Northeast corner of the 1.999 acre tract;

THENCE: North 73° 23' 26" West, along a line of the 414.685 acre tract, the North line of the 1.999 acre tract for a distance of 368.68 feet to its Northwest corner, the most Westerly corner of the herein described tract, in the West line of the 414.685 acre tract, and being in the 201 fee line of Lake Conroe;

THENCE: Along the meanders of Lake Conroe as follows:

1. North 39° 44' 22" East, 70.86 feet;
2. North 56° 50' 22" East, 87.10 feet;
3. North 85° 36' 22" East, 81.65 feet;
4. North 79° 31' 22" East, 83.65 feet;
5. South 65° 18' 38" East, 101.96 feet;
6. South 27° 23' 38" East, 74.34 feet;
7. South 65° 44' 38" East, 314.85 feet;
8. South 36° 07' 38" East, 68.84 feet;
9. North 88° 30' 22" East, 81.55 feet;
10. South 46° 53' 38" East, 80.41 feet;
11. South 19° 02' 38" East, 75.10 feet;
12. North 61° 36' 22" East, 22.34 feet to the Northeast corner of the herein described tract, in the West line of the James Patrick Kelly and wife, Teresa Grosse Kelly 1.183 acre tract of land as described by Deed recorded under County Clerk's File No. 8924087, Montgomery County Real Property Records,

THENCE: South 05° 15' 45" East, along Kelly's West line, passing at 59.90 feet a 1/2 inch iron rod set for reference and continuing in all for a distance of 89.91 feet to a 1/2 inch iron rod set;

THENCE: South 19° 05' 53" East, continuing along Kelly's West line for a distance of 169.00 feet to a P. K. nail set for Kelly's South corner, the East corner of the herein described tract, in the centerline of a 60 foot road, based upon a Prescriptive Right of Way and being in the Northwest line of the Michael G. Lucas and wife, Jane O. Lucas 6.413 acre tract of land;

THENCE: South 78° 46' 37" West, along said centerline, Lucas' Northwest line, passing at 129.71 feet his West corner, same being the Northeast corner of the Roy L. Martin 1.587 acre tract of land as described by Deed recorded in Volume 1139, page 727, Montgomery County Deed Records and continuing along Martin's North line in all for a distance of 224.57 feet to a P.K. nail set for his Northwest corner, an inside corner of the herein described tract;

THENCE: South 15° 58' 22" West, along Martin's West line, passing at 135.00 feet a 1/2 inch iron rod set for reference and continuing in all for a distance of 320.42 feet to a 3/8 inch iron rod found for Martin's Southwest corner, the Southeast corner of the herein described tract, in the North line of Lot 17, Lakewood on Lake Conroe;

THENCE: North 74° 19' 15" West, passing at 52.63 feet a 5/8 inch iron rod found for the Northwest corner of Lot 17, the Northeast corner of Lot 18 and continuing in all for a distance of 508.22 feet to the POINT OF BEGINNING and containing in all 11.116 acres of land, more or less.

#### TRACT C

BEING 1.269 acres of land in the NEAL MARTIN SURVEY, A-26, Montgomery County, Texas and being out of and a part of a certain 414.685 acre tract of land as described by Deed recorded in Volume 784, Page 320, Montgomery County Deed Records, said 1.269 acres being described more particularly as follows:

BEGINNING at a 1/2 inch iron rod set for the South corner of the herein described tract, in the centerline of a 60 foot road, based upon a Prescriptive Right of Way, and being the East corner of the Jay C. Oliner 1.500 acre tract of land as described by Deed recorded under County Clerk's File Number 8116414, Montgomery County Real Property Records, said corner being WEST, 873.11 feet and NORTH, 1,081.51 feet from an inside corner of the 414.685 acre tract.

THENCE: North 41° 33' 31" West, along Oliner's North line for a distance of 604.69 feet to a 1/2 inch iron rod set for his North corner, the West corner of the herein described tract, in the West line of the 414.685 acre tract, same being the 201 fee line of Lake Conroe;

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- THENCE: Along the above mentioned lines as follows:
1. North 58° 43' 22" East, 86.22 feet;
  2. South 85° 10' 38" East, 75.40 feet;
  3. North 84° 50' 16" East, 24.90 feet to a 1/2 inch iron rod set for the North corner of the herein described tract, same being the West corner of the M. Mohammad Najafzadeh and wife, Frances D. Najafzadeh 1.276 acre trace of land as described by Deed recorded under County Clerk's File Number 8015278, Montgomery County Real Property Records;
- THENCE: South 26° 58' 26" East, along Najafzadeh's Southwest line for a distance of 535.35 feet to a 1/2 inch iron rod set for his South corner, the East corner of the herein described tract, in the centerline of said 60 foot road;
- THENCE: South 43° 40' 16" West, along said centerline for a distance of 22.16 feet to the POINT OF BEGINNING and containing in all 1.269 acres of land, more or less.

**TRACT D**

BEING 66.648 acres of land in the NEAL MARTIN SURVEY, A-26, Montgomery County, Texas and being out of and a part of a certain 414.685 acre tract of land as described by Deed recorded in Volume 784, Page 320, Montgomery County Deed Records, said 66.648 acres being described more particularly as follows:

BEGINNING at a 1/2 inch iron rod found for the Northeast corner of the herein described tract, same being the Northwest corner of the Carl H. Kleimann 21.0225 acre tract of land as described by Deed recorded under County Clerk's File Number 8352346, Montgomery County Real Property Records and being in the South line of Kleimann Estates, Section 2, an unrecorded subdivision;

- THENCE: South 15° 06' 24" West, along Kleimann's West line for a distance of 441.24 feet to the Southeast corner of the herein described tract;
- THENCE: North 74° 54' 06" West, for a distance of 1,840.99 feet to a P.K. nail set for the Northwest corner of the Thomas Mack, Jr., and wife, Lucinda Simen Mack 1.351 acre tract of land as described by Deed recorded under County Clerk's File Number 8622278, Montgomery County Real Property Records;
- THENCE: South 16° 20' 26" West, along Mack's West line for a distance of 118.18 feet;
- THENCE: North 74° 17' 43" West, for a distance of 219.45 feet to the East line of the Jerald E. Mittasch 1.618 acre tract of land as described by Deed recorded under County Clerk's File Number 8221272, Montgomery County Real Property Records;
- THENCE: North 16° 19' 27" East, along Mittasch's East line for a distance of 115.85 feet to a P.K. nail set for his Northeast corner, in the centerline of a 60 foot road;
- THENCE: North 74° 54' 06" West, along said centerline, Mittasch's North line for a distance of 249.40 feet to a P. K. nail set for his Northwest corner at the intersection with another 60 foot road;
- THENCE: South 16° 17' 23" West, along said centerline, Mittasch's west for a distance of 113.21 feet;
- THENCE: North 74° 17' 43" West, leaving said centerline, for a distance of 447.92 feet to the East line of the William M. Kelleher and wife, Betty Kelleher 2.379 acre tract of land as described by Deed recorded under County Clerk's File No. 9467104, Montgomery County Real Property Records;
- THENCE: North 16° 39' 19" East, along Kelleher's East line for a distance of 247.72 feet to a P.K. nail set in the centerline of the said 60 foot road, for Kelleher's Northeast corner;
- THENCE: North 47° 24' 04" West, along said centerline for a distance of 157.62 feet to a P.K. nail set;
- THENCE: North 52° 20' 45" West, continuing along said centerline for a distance of 27.42 feet to a P.K. nail set for Kelleher's Northwest corner;
- THENCE: South 24° 26' 30" West, leaving said centerline, for a distance of 544.44 feet to a 1/2 inch iron rod set for Kelleher's Southwest corner, in Wilson's North line;
- THENCE: North 73° 34' 48" West, along Wilson's North line, the North line of the Marguerite Sanders Hubbard 4.473 acre tract of land as described by Deed recorded under County Clerk's File Number 8504102, Montgomery County Real Property Records, the North line of the Ozell Sanders 5.000 acre tract of land as described by Deed recorded under County Clerk's File Number 8504101, Montgomery County Real Property Records for a distance of 724.50 feet to a 5/8 inch iron rod found for the Southeast corner of the Anke S. Runge 1.00 acre tract of land as described by Deed recorded under County Clerk's File Number 8603468, Montgomery County Real Property Records;

- THENCE: North 69° 37' 52" East, for a distance of 297.73 feet to a 1/2 inch iron rod set in the centerline of said 60 foot road;
- THENCE: North 38° 25' 49" East, along said centerline for a distance of 49.92 feet to a P.K. nail set for Runge's Northeast corner, the Southeast corner of the Karl H. Runge and wife, Anke S. Runge 2.00 acre tract of land described by Deed recorded under County Clerk's File Number 8117136, Montgomery County Real Property Records;
- THENCE: North 32° 46' 47" East, along said centerline, the East line of Runge's 2.00 acre tract for a distance of 92.00 feet to a P.K. nail set for the Southwest corner of the Bartlett Vaught 1.00 acre tract of land as described by Deed recorded under County Clerk's File Number 8903598, Montgomery County Real Property Records;
- THENCE: South 38° 18' 23" East, leaving said centerline for a distance of 320.20 feet to a 1/2 inch iron rod set for Vaught's Southeast corner;
- THENCE: North 32° 47' 45" East, for a distance of 477.68 feet to a P.K. nail set in the centerline of said 60 foot road for the Northeast corner of the Pecos Roddell Vaught and wife, Linda Sue Vaught 1.00 acre tract of land as described by Deed recorded under County Clerk's File Number 8143508, Montgomery County Real Property Records;
- THENCE: North 52° 20' 45" West, along said centerline for a distance of 608.27 feet to a P.K. nail set;
- THENCE: North 72° 49' 00" West, continuing along said centerline for a distance of 14.84 feet to a P.K. nail set;
- THENCE: North 16° 58' 39" East, leaving said centerline, for a distance of 384.22 feet to a 1/2 inch iron rod set in the 201 fee line of Lake Conroe, the Westerly line of the 414.685 acre tract;
- THENCE: Along the 201 fee line, the Westerly line of the 414.685 acre tract as follows:
1. South 42° 42' 38" East, 86.40 feet;
  2. South 72° 33' 38" East, 92.80 feet;
  3. North 13° 42' 52" East, 48.70 feet;
  4. North 55° 37' 08" West, 26.50 feet;
  5. North 44° 47' 08" West, 78.22 feet;
  6. North 24° 32' 08" West, 135.62 feet;
  7. North 49° 16' 38" West, 84.46 feet;
  8. North 54° 48' 08" West, 77.80 feet;
  9. North 63° 48' 08" West, 222.31 feet;
  10. North 47° 44' 08" West, 90.24 feet;
  11. North 81° 00' 08" West, 159.70 feet;
  12. South 81° 23' 52" West, 62.52 feet;
  13. North 82° 46' 08" West, 95.80 feet;
  14. North 59° 00' 08" West, 69.30 feet;
  15. North 03° 52' 22" East, 77.68 feet;
  16. South 77° 20' 22" West, 135.00 feet;
  17. North 76° 09' 08" West, 107.35 feet;
  18. North 34° 01' 08" West, 133.00 feet;
  19. North 29° 53' 52" East, 97.80 feet;
  20. North 02° 38' 08" West, 90.90 feet to a 1/2 inch iron rod set, in the East line of the Eddy Pate 0.85 acre tract of land, (called Lot 37, Kleimann Estates, Section 1, an unrecorded subdivision) as described by Deed recorded under County Clerk's File Number 8009427, Montgomery County Real Property Records;
- THENCE: North 45° 15' 47" East, leaving the 201 fee line, the Westerly line of the 414.685 acre tract, along Pate's East line for a distance of 194.39 feet to a 1/2 inch iron rod found for Pate's Northeast corner, the Northwest corner of the herein described tract, in a South line of said Kleimann Estates, Section 1.
- THENCE: South 62° 22' 00" East, along the above mentioned South line for a distance of 1,750.04 feet to a 1/2 inch iron rod found;
- THENCE: South 52° 24' 35" East, continuing along the above mentioned South line for a distance of 737.89 feet to a 1/2 inch iron rod found for corner, in the West line of Hillside Drive, same being the West line of said Kleimann Estates, Section 2;
- THENCE: South 14° 55' 04" West, along the West line of Kleimann Estates, Section 2, for a distance of 502.77 feet to a 1/2 inch iron rod set for an inside corner of the herein described tract, in the South line of Kleimann Estates, Section 2.
- THENCE: South 75° 03' 27" East, along said South line for a distance of 2,298.46 feet to the POINT OF BEGINNING and containing in all 66.648 acres of land, more or less.

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**TRACT E**

BEING 17.299 acres of land in the NEAL MARTIN SURVEY, A-26, Montgomery County, Texas and being out of and a part of a certain 28.995 acre tract of land as conveyed to John R. Kleimann and wife, Beatrice G. Kleimann by Deed recorded in Volume 1017, Page 712, Montgomery County Deed Records, said 17.299 acres being described more particularly as follows:

BEGINNING at the Southeast corner of the said 28.995 acre tract.

THENCE: North 73° 41' 13" West, along its South line for a distance of 200.25 feet to a 1/2 inch iron rod set for the Southeast corner of the Emanuel Paul Descant II and wife, Mary Ann Descant 2.00 acre tract of land as described by Deed recorded in Volume 1106, Page 255, Montgomery County Deed Records;

THENCE: North 16° 13' 52" East, along Descant's East Line for a distance of 185.74 feet to a 1/2 inch iron rod set for his Northeast corner;

THENCE: North 73° 41' 13" West, along said South line for a distance of 456.42 feet to the Southwest corner of the 28.995 acre tract, the Southwest corner of the herein described tract, in the East line of the Mary Joyce Wilson 16 acre tract of land as described by Deed recorded under County Clerk's File No. 8504100, Montgomery County Real Property Records;

THENCE: North 16° 44' 27" East, along Wilson's East line, the West line of the 28.995 acre tract for a distance of 769.00 feet to a 5/8 inch iron rod found for the Southwest corner of the Maurice Rober Torgan and wife, Brenda Gail Torgan 1.500 acres tract of land as described by Deed recorded under County Clerk's File Number 8250400, Montgomery County Real Property Records;

THENCE: South 73° 41' 13" East, along Torgan's South line for a distance of 450.37 feet to an "X" set in the centerline of said road for Torgan's Southeast corner, in the West line of the John P. Hudson Jr. and wife, Betty C. Hudson 3.500 acre tract of land as described by Deed recorded under County Clerk's File Number 8308572, Montgomery County Real Property Records;

THENCE: South 16° 17' 23" West, along said centerline, Hudson's West line for a distance of 131.90 feet to an "X" set for his Southwest corner.

THENCE: South 73° 41' 13" East, along Hudson's South line for a distance of 468.89 feet to a 5/8 inch iron rod found for his Southeast corner;

THENCE: North 16° 13' 52" East, along Hudson's East line for a distance of 325.05 feet to a 5/8 inch iron rod found for his Northeast corner, same being the Southwest corner of the Thomas Mack Jr. and wife, Lucinda Simen Mack 1.351 acre tract of land as described by Deed recorded under County Clerk's File Number 8622278, Montgomery County Real Property Records;

THENCE: South 73° 41' 33" East, along Mack's South line for a distance of 201.25 feet to a 5/8 inch iron rod found for his Southeast corner, the said Northeast corner of the herein described tract;

THENCE: South 16° 17' 28" West, for a distance of 962.15 feet to the POINT OF BEGINNING and containing in all 17.299 acres of land, more or less.

**TRACT F**

BEING 145.686 acres of land in the NEAL MARTIN SURVEY, A-26, Montgomery County, Texas and being out of and a part of a certain 414.685 acre tract of land as described by Deed recorded in Volume 784, Page 320, Montgomery County Deed Records, said 145.686 acres being described more particularly as follows:

BEGINNING at a 1/2 inch iron rod set in the West line of Longstreet Road, based upon a Prescriptive Right of Way, for the Southeast corner of the herein described tract and being North 14° 15' 40" East, along the East line of the 414.685 acre tract a distance of 249.00 feet from its Southeast corner;

THENCE: North 73° 51' 13" West, for a distance of 350.00 feet to a 1/2 inch iron rod set;

THENCE: North 14° 51' 40" East, for a distance of 475.05 feet to a 1/2 inch iron rod set;

THENCE: North 73° 50' 00" West, passing at 1,345.69 feet a 1/2 inch iron rod found for the Northeast corner of the John R. Kleimann 3.333 acre tract of land as described by Deed recorded in Volume 1016, Page 362, Montgomery County Deed Records and continuing in all for a distance of 1,546.44 feet to a 1/2 inch iron rod set for his Northwest corner, same being the Northeast corner of the Janetta C. Kleimann 0.066 acre tract of land as described by Deed recorded in Volume 1016, page 362, Montgomery County Deed Records;

- THENCE: South 16° 05' 00" West, along the West line of the 3.333 acres, the East line of the 0.066 acre tract for a distance of 54.27 feet to a 1/2 inch iron rod found for the Southeast corner of the 0.066 acre tract, the Northeast corner of the Emma K. Stanfield 1.666 acre tract of land as described by Deed recorded in Volume 1016, Page 362, Montgomery County Deed Records;
- THENCE: North 73° 55' 00" West, along the South line of the 0.066 acre tract, the North line of the 1.666 acre tract for a distance of 52.55 feet to a 1/2 inch iron rod set for the Southwest corner of the 0.066 acre tract;
- THENCE: South 16° 05' 00" West, for a distance of 50.00 feet to a 1/2 inch iron rod set;
- THENCE: North 73° 55' 00" West, for a distance of 60.31 feet to a 1/2 inch iron rod set for Stanfield's Lower Northwest corner;
- THENCE: South 16° 05' 00" West, along Stanfield's West line for a distance of 443.23 feet to a 1/2 inch iron rod set for the Northeast corner of the John R. Kleimann 1.00 acre tract of land as described by Deed recorded under County Clerk's File Number 8646843, Montgomery County Real Property Records;
- THENCE: North 73° 53' 05" West, along the North line of the 1.00 acre tract for a distance of 247.17 feet to a 1/2 inch iron rod found for its Northwest corner.
- THENCE: South 16° 05' 00" West, along the West line of the 1.00 acre tract for a distance of 176.97 feet to a 1/2 inch iron rod set for its Southwest corner, in the Northline of the F. M. 1097;
- THENCE: North 73° 53' 05" West, along the North line of F. M. 1097, for a distance of 99.52 feet to a 1/2 inch iron rod set;
- THENCE: North 74° 19' 04" West, continuing along the North line of F. M. 1097, for a distance of 85.11 feet to a 1/2 inch iron rod set;
- THENCE: North 73° 56' 04" West, continuing along the North line of F. M. 1097 for a distance of 1,789.88 feet to a 1/2 inch iron rod set for the Southwest corner of the herein described tract, the Southwest corner of the 414.685 acre tract and being the Southeast corner of Unrestricted Reserved "B", Lakewood on Lake Conroe, a subdivision, map of which is recorded in Cabinet F, Sheet 14-B, Montgomery County Map Records;
- THENCE: North 15° 56' 38" East, along a Westerly line of the 414.685 acre tract, the East line of Lakewood on Lake Conroe for a distance of 1,029.85 feet to a 3/8 inch iron rod found for the Northeast corner of Lot 5, Lakewood on Lake Conroe, the Southeast corner of the Mary Joyce Wilson 16 acre tract of land as described by Deed recorded under County Clerk's File Number 8504100, Montgomery County Real Property Records;
- THENCE: North 16° 44' 27" East, continuing along a Westerly line of the 414.685 acre tract, Wilson's East line for a distance of 88.59 feet;
- THENCE: South 73° 41' 13" East, for distance of 1,126.21 feet to an inside corner of the herein described tract;
- THENCE: North 16° 17' 28" East, passing at 962.15 feet a 5/8 inch iron rod found for the Southeast corner of the Thomas Mack Jr. and wife, Lucinda Simon Mack 1.351 acre tract of land as described by Deed recorded under County Clerk's File Number 8622278, Montgomery County Real Property Records and continuing in all for a distance of 1,257.91 feet to a P. K. nail set in the centerline of a 60 foot road, based on a Prescriptive Right of Way for for mach's Northeast corner, the Northwest corner of the herein described tract;
- THENCE: South 74° 54' 06" East, along said centerline for a distance of 261.21 feet to a P. K. nail set for the Northwest corner of the John Allen Martin and wife, Barbara Jo Martin 1.100 acre tract of land as described by Deed recorded under County Clerk's File Number 8135794, Montgomery County Real Property Records;
- THENCE: South 16° 27' 31" West, along Martin's West line for a distance of 180.83 feet to a 5/8 inch iron rod found for his Southwest corner;
- THENCE: South 73° 43' 54" East, along Martin's South line for a distance of 232.90 feet to a 5/8 inch iron rod found for his Southeast corner;
- THENCE: North 16° 16' 47" East, along Martin's East line for a distance of 185.57 feet to a 1/2 inch iron rod set for his Northeast corner, in the said centerline;
- THENCE: South 74° 54' 06" East, for a distance of 1,146.35 feet to the Northeast corner of the herein described tract, in the West line of the Carl H. Kleimann 21.0225 acre tract of land as

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described by Deed recorded under County Clerk's File Number 8352346, Montgomery County Real Property Records;

- THENCE: South 15° 06' 24" West, along the above mentioned West line for a distance of 672.73 feet to a 1/2 inch iron rod found for the Southwest corner of the 21.0225 acre tract, same being an inside corner of the herein described tract;
- THENCE: South 74° 53' 36" East, for a distance of 1,428.79 feet to a 1/2 inch iron rod set in the West line of Longstreet Road, for the Northeast corner of the herein described tract, same being the Southeast corner of the Carl H. Kleimann 7.9575 acre tract of land as described by Deed recorded under County Clerk's File Number 8352347, Montgomery County Real Property Records and being in the East line of the 414.685 acre tract;
- THENCE: South 14° 51' 40" West, along the West line of Longstreet Road, the East line of the 414.685 acre tract for a distance of 1,504.27 feet to the POINT OF BEGINNING and containing in all 145.686 acres of land, more or less.

**TRACT G**

BEING 2.205 acres of land in the NEAL MARTIN SURVEY, A-26, Montgomery County, Texas and being out of and a part of the John R. Kleimann and wife, Beatrice G. Kleimann 28.995 acre tract of land as described by Deed recorded in Volume 1017, Page 712, Montgomery County Deed Records, said 2.205 acres being described more particularly as follows:

BEGINNING at the Northwest corner of the said 28.995 acre tract:

- THENCE: South 74° 17' 43" East, along the North line of the 28.995 acre tract for a distance of 447.92 feet to the Northeast corner of the herein described tract, in the centerline of a 60 foot road;
- THENCE: South 16° 17' 23" West, along said centerline for a distance of 216.32 feet to an "X" set in concrete for the Southeast corner of the herein described tract, same being the Northeast corner of the Maurice Robert Torgan and wife, Brenda Gail Torgan 1.500 acre tract of land as described by Deed recorded under County Clerk's File Number 8250400, Montgomery County real Property Records;
- THENCE: North 73° 43' 59" West, leaving said centerline, along Torgan's North line for a distance of 449.32 feet to a 1/2 inch iron rod found for his Northwest corner, the Southeast corner of the William M. Kelleher and wife, Betty Kelleher 2.379 acre tract of land as described by Deed recorded under County Clerk's File Number 9467104, Montgomery County Real Property Records, the Northeast corner of the Mary Joyce Wilson 16 acre tract of land as described by Deed recorded under County Clerk's file Number 8504100, Montgomery County Real Property Records, in the West line of the 28.995 acre tract and being the Southwest corner of the herein described tract;
- THENCE: North 16° 39' 19" East, along Kelleher's East line, the West line of the 28.995 acre tract for a distance of 211.93 feet to the POINT OF BEGINNING and containing in all 2.205 acres of land, more or less.

**TRACT H**

BEING 0.868 acre of land in the NEAL MARTIN SURVEY, A-26, Montgomery County, Texas and being out of and a part of the John R. Kleimann and wife, Beatrice G. Kleimann 28.995 acre tract of land as described by Deed recorded in Volume 1017, Page 712, Montgomery County Deed Records, said 0.868 acre being described more particularly as follows:

COMMENCING at the Northwest corner of the said 28.995 acre tract:

- THENCE: South 74° 17' 43" East, along the North line of the 28.995 acre tract for a distance of 697.21 feet to the Northwest corner of the herein described tract in the East line of the Jerald E. Mittasch 1.618 acre tract of land as described by Deed recorded under County Clerk's File Number 8221272, Montgomery County Real Property Records;
- THENCE: South 74° 17' 43" East, continuing along the North line of the 28.995 acre tract for a distance of 219.45 feet to the Northeast corner of the herein described tract, in the West line of the Thomas Jack Jr. and wife, Lucinda Siimen Mack 1.351 acre tract of land as described by Deed recorded under County Clerk's File Number 8622278, Montgomery County Real Property Records of Montgomery County, Texas;
- THENCE: South 16° 20' 26" West, along Mack's West line, for a distance of 173.37 feet to a 5/8 inch iron rod found for his Southwest corner, the Southeast corner of the herein described tract, the Northeast corner of the John P. Hudson Jr. and wife, Betty C. Hudson 3.500 acre tract of land as described by Deed recorded under County Clerk's File Number 8308572, Montgomery County Real Property Records.

THENCE: North 73° 41' 33" West, along Hudson's North line for a distance of 219.39 feet to a 5/8 inch iron rod found for Mittasch's Southeast corner, the Southwest corner of the herein described tract;

THENCE: North 16° 19' 27" East, along Mittasch's East line for a distance of 171.07 feet to the POINT OF BEGINNING and containing in all 0.868 acre of land more or less; and

together with all rights, titles, interests, estates, reversions and remainders owned by Grantors in and to the above described premises and in and to the properties covered hereby, all buildings and improvements located on the lands herein described or mentioned, and all rights, titles and interest now owned by Grantors in and to all easements, streets and rights-of-ways of every kind and nature adjoining the said lands and all public or private utility connections thereto and all appurtenances, servitudes, rights-of-ways, privileges and prescriptions thereunto.

**THIS CONVEYANCE IS MADE AND ACCEPTED EXPRESSLY SUBJECT TO:** 1) any and all restrictions, covenants, conditions, assessments, maintenance charges, leases, public and/or private easements, and previously conveyed or reserved mineral and royalty interests, if any, relating to the herein described property, but only to the extent that such are still valid, in effect and shown of record in the herein mentioned County and State; 2) to any and all zoning laws, regulations, and ordinances of municipal and governmental authorities, if any, but only to the extent that such are still valid, in effect and relate to the herein described property; 3) to taxes for the year 1996 which have been prorated to the date of this Deed, and Grantee expressly assumes all taxes and assessments due to any taxing authority for the year 1996 and subsequent years, together with subsequent taxes and assessments for prior years, which may be assessed as a result of change in usage or ownership of the properties; and 4) the following covenants and restrictions, which shall be deemed to be covenants running with the land, to-wit: **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 real property.**

**TO HAVE AND TO HOLD** the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said GRANTEE, its successors and assigns, forever; **PROVIDED HOWEVER**, that the Grantors reserve for themselves and their successors and assigns (i) as to that certain tract or parcel of land described as 28.55 acres in Deed dated 20 March 1943 from GEORGE B. DARDEN to C. A. JOHNSON, of record in Volume 234, Page 267 of the Deed Records of Montgomery County, Texas all of the royalty in all of the oil, gas, and other minerals in, under, or that may be produced from said tract, and (ii) as to all of the rest, residue, and remainder of the described tracts or parcels of land, all of the oil, gas and other minerals in, under or that may be produced therefrom the above described tracts or parcels of land, provided further that GRANTORS do hereby **WAIVE** and **RELEASE** all right of ingress and egress on, over, across, and from the surface of said properties for mining, drilling, exploring, operating and developing said properties for oil, gas and other minerals or for removing them from such properties. Grantors shall be entitled to any royalties and other benefits associated with and payable under any existing lease for the oil, gas and other minerals reserved hereunder.

**JOHN R. KLEIMANN, Individually and as Trustee, and wife, BEATRICE G. KLEIMANN**, as GRANTORS, do hereby bind themselves, their heirs, executors, administrators, successors, and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the said **TRACTS A, B, C, D, E, F and G** unto the said GRANTEE, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part of the said **TRACTS A, B, C, D, E, F and G**.

**ARNOLD E. STANFIELD, by and through his Agents and Attorneys-In-Fact, JOHN E. STANFIELD and MARY GRAVE STANFIELD**, as GRANTOR, does hereby bind himself, his heirs, executors, administrators, successors, and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the said **TRACTS B, C, D, and F** unto the said GRANTEE, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part of the said **TRACTS B, C, D, and F**.



BRIDGEPOINT DEVELOPMENT CORPORATION, a Texas corporation, as GRANTOR, does hereby bind itself, its assigns and successors, to WARRANT AND FOREVER DEFEND all and singular the TRACTS D and H unto the said GRANTEE, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part of the said TRACTS D and H;

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 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. The said Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold and conveyed to WOODFOREST NATIONAL BANK, its successors and assigns, the payee named in said note WITHOUT RECOURSE ON GRANTOR.

EXECUTED 16<sup>th</sup> day of August 1996.

*John R. Kleimann*  
JOHN R. KLEIMANN, Individually and as Trustee

*Beatrice G. Kleimann*  
BEATRICE G. KLEIMANN

*John E. Stanfield*  
JOHN E. STANFIELD as Agent and Attorney-In-Fact for ARNOLD E. STANFIELD

*Mary Grace Stanfield*  
MARY GRAVE STANFIELD as Agent and Attorney-In-Fact for ARNOLD E. STANFIELD

**RECORDER'S MEMORANDUM:**  
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, omissions or photo copy, discolored paper, etc. All block-outs, additions and changes were present at the time the instrument was filed and recorded.

BRIDGEPOINT DEVELOPMENT CORPORATION  
a Texas Corporation

By: *John R. Kleimann*  
Name: \_\_\_\_\_

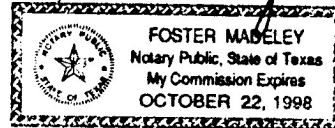
Title: V.P.

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on 16<sup>th</sup> August 1996 by JOHN R. KLEIMANN, individually and as Trustee, and wife, BEATRICE G. KLEIMANN.

*Foster Madeley*  
Notary Public - STATE OF TEXAS

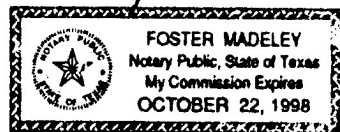


THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on 16<sup>th</sup> August 1996 by JOHN E. STANFIELD, as Agent and Attorney-In-Fact for Arnold E. Stanfield.

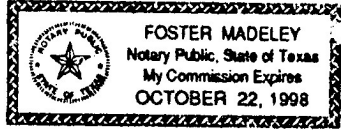
*Foster Madeley*  
Notary Public - STATE OF TEXAS



THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on 12 August 1996, by MARY GRAVE STANFIELD, as Agent and Attorney-In-Fact for Arnold E. Stanfield.



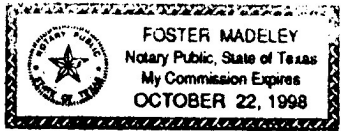
*Foster Madeley*  
Notary Public - STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared JOHN R. KLEIMANN, the VICE-PRESIDENT of BRIDGEPOINT DEVELOPMENT CORPORATION, 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 12 August 1996



*Foster Madeley*  
Notary Public - STATE OF TEXAS

**Grantee's Name & Address:**  
Connie R. Miller, President  
B & A Interests, Inc.  
12626 Aires Loop  
Willis, Texas 77378

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

AUG 20 1996

FILED FOR RECORD

96 AUG 20 AM 11: 08

MARK J. TUMBELL, CLERK  
MONTGOMERY COUNTY, TEXAS

*[Signature]*

DEPUTY



*Mark Tumbell*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

**AFTER RECORDING RETURN TO:**

WOODFOREST NATIONAL BANK

P.O. Box 2868

Conroe, Texas 77305

69-017-423  
wnb\miller\warranty.ded

**FIRST AMENDMENT OF RESTRICTIONS  
OF BRIDGEPOINT SUBDIVISION**

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

WHEREAS, pursuant to those certain Restrictions, Covenants and Conditions dated August 1, 1978, and recorded in Volume 1078, Page 653, in the Deed Records of Montgomery County, Texas, John R. Kleimann, Trustee, as the "Developer," (herein referred to as the "Original Developer") adopted, established and imposed certain restrictions, declarations, conditions, reservations, and limitations (referred to herein as the "Restrictions") for the benefit of all present and future owners of tracts or parcels out of a 171.006 acre tract and a 28.995 acre tract of land in the Neil Martin Survey, A-26, Montgomery County, Texas, said tracts being an unrecorded subdivision in Montgomery County, Texas, known as Bridgepoint (the "Subdivision"); and

WHEREAS, the Restrictions were modified by a Modification of Restrictions dated November 30, 1979, and filed for record under County Clerk's File No. 8020179 in the Real Property Records of Montgomery County, Texas; and

WHEREAS, B & A Interests, Inc. has acquired from the Original Developer certain acreage in the Subdivision and now desires to place an additional covenants and restrictions against a portion of said acreage; and

WHEREAS, the additional covenants and restrictions to be placed upon certain acreage in the Subdivision owned by B & A Interests, Inc. shall be in addition to and not in violation of the Restrictions; and

WHEREAS, B & A Interests, Inc., hereinafter referred to as "Developer," is now the owner of that certain tract of land known as "BRIDGEPOINT SECTION ONE" being a Subdivision of 125.22 acres of land situated in the Neil Martin Survey, A-26, Montgomery County, Texas according to the plat ("Plat") of said Bridgepoint, Section One, recorded in the office of the County Clerk of Montgomery County, Texas on the 26th day of December, 1996, after having been approved as provided by law, and being recorded in Cabinet I, Sheet(s) 150 and 151, of the Map Records of Montgomery County, Texas (hereinafter referred to as the "Subdivision"); and

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against Lots 1-10, 12, 13, 14, 16, 17, 21-33, 36-60, Block 1; Lots 1-9, 11, 12, Block 2; Lots 1-6, Block 3 of said Bridgepoint Subdivision referred to above (said Lots hereinafter referred to as the "Property" or the "Subdivision") in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said Subdivision;

NOW, THEREFORE, the Developer amends the Restrictions and hereby adopts, establishes and imposes upon Lots 1-10, 12, 13, 14, 16, 17, 21-33, 36-60, Block 1; Lots 1-9, 11, 12, Block 2; Lots 1-6, Block 3 of the Subdivision known as Bridgepoint, Section One, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to the areas identified or platted as a Reserve or Unrestricted Reserve on the Plat or to any area not included in the boundaries of said Plat. Developer also declares that this Subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

## ARTICLE I

DEFINITIONS

Section 1.01. "Annexable Area" shall mean and refer to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein, including, without limitation any other Sections of Bridgepoint subdivision, if any, Developer may plat and any property adjacent to or in the proximity of the Property which the Developer may wish to include in the jurisdiction of the Association.

Section 1.02 "Association" shall mean and refer to Bridgepoint Civic Association, and its successors and assigns.

Section 1.03 "Bridgepoint" shall mean and refer to this Subdivision and any other sections of Bridgepoint hereafter made subject to the jurisdiction of the Association.

Section 1.04 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.05 "Builders" shall mean and refer to persons or entities that purchase Lots and build speculative or custom homes thereon for third party purchasers.

Section 1.06 "Common Area" shall mean all real property (including the improvements thereto) within the Subdivision owned by the Developer and/or the Association for the common use and enjoyment of the Owners and/or any other real property and improvements, including, but not limited to, parks, open spaces, lakes, lake road crossings, dams, greenbelt areas and other facilities and areas designated on the Plat within the Common Area to which the Owners may hereafter become entitled to use.

Section 1.07 "Lake" shall mean and refer to the body of water known as Lake Conroe which adjoins the Subdivision.

Section 1.08 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot.

Section 1.09 "Developer" shall mean and refer to B & A Interests, Inc., and its successors and assigns.

Section 1.10 "Lot" shall mean and refer to any plot of land identified as a Lot or tract on the plat of the Subdivision. For purposes of this instrument, "Lot" shall not be deemed to include any portion of any "Common Areas," "Reserves," "Restricted Reserves" or "Unrestricted Reserves," (defined herein as any Common Areas, Reserves, Restricted Reserves or Unrestricted Reserves shown on the Plat) in the Subdivision, regardless of the use made of such area.

Section 1.11 "Interior Lot" shall mean and refer to all Lots in the Subdivision not adjoining any portion of Lake Conroe.

Section 1.12 "Lakefront Lot" shall mean and refer to Lots in the Subdivision adjoining any portion of Lake Conroe.

Section 1.13 "Estates Lot" shall mean and refer to Lots 21-32, Block 1 in the Subdivision.

Section 1.14 "Marina" shall mean and refer to the marina located in Restricted Reserve C of the Subdivision owned and operated by the Developer and, upon transfer, the Bridgepoint Civic Association, and their successors and assigns.

Section 1.15 "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 1.16 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including (i) contract sellers (a seller under a Contract-for-Deed), but excluding those having such interest merely as security for the performance of an obligation, (ii) Developer (except as otherwise provided herein), and (iii) Builders.

## ARTICLE II

### RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision Map of the Property. The plat ("Plat") of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Montgomery County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. Developer and its assigns further expressly reserves the right to enter upon any Lot for the purpose of constructing or maintaining any natural drainage pattern, area or easement. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Reserves, Common Area and/or Lots. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision and/or any Utility District serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer nor any utility company, water district, political Subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. The Developer may convey title to said easements to the public, a public utility company or the Association.

Section 2.04 Utility Easements.

(a) Utility ground and aerial easements have been dedicated in accordance with the Plat and by separate recorded easement documents.

(b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

Section 2.05 Roads and Streets. Subject to the terms and conditions of this Section 2.05, the roads and streets in this Subdivision, as shown on the Plat, are hereby dedicated in addition to roadways, as utility easements for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground) cable television, or any other utilities that the Developer sees fit to install (or permit to be installed) in, across and/or under the Property.

Section 2.06 Restricted Reserve A. The area designated as Restricted Reserve A on the Plat is Common Area to be used by the Owners in any Section of the Subdivision, their invitees and guests for a boat launch or ramp, park, recreation or other activities as may be determined by the Developer or, upon transfer, the Association. The Developer or, upon transfer, the Association, may establish rules and regulations for the use of said Common Area.

Section 2.07 Restricted Reserve B. The area designated as Restricted Reserve B on the Plat is to be used as a site for water wells to serve the Subdivision. There is dedicated a sanitary control easement of 150 feet around each water well location as set forth on the Plat.

Section 2.08 Restricted Reserve C. The area designated as Restricted Reserve C on the Plat is Common Area to be used by Owners licensed by the Developer or, upon transfer, the Association, for a boat marina or boat storage area. The Developer or, upon transfer, the Association, may establish rules and regulations for the use of said Common Area.

Section 2.09 Estates Lots Private Road. The area designated on the Plat as a "Private road" provides access to the Estates Lots and the Developer shall construct a gate at the entrance to said Private road for the benefit and privacy of Owners of the Estates Lots. The Developer or, upon transfer, the Association shall determine the assessment necessary for Owners of the Estates Lots to pay, in addition to the Subdivision maintenance fees, for the purpose of maintaining the private road and the gate thereon.

### ARTICLE III

#### USE RESTRICTIONS

Section 3.01 Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on any Lot or Composite Building Site other than one dwelling unit ("Dwelling") per each Lot to be used solely for residential purposes except that one guest/servants house may be built provided said guest/servants house must contain a minimum of 500 square feet and be built after or while the main dwelling is being built and be approved in writing by the Architectural Control Committee prior to construction. Work shops and barns may be constructed on the property prior to the main dwelling being built, so long as they are of good construction, kept in good repair, and are not used for residential purposes provided, however, and in any event, the construction of the main dwelling must begin within nine (9) months of completion of any non residential buildings. All dwellings, detached garages, work shop, and barns must be approved in writing by the Architectural Control Committee prior to being erected,

altered or placed on the property. The term "dwelling" does not include single or double wide manufactured or mobile homes, or any old or used houses to be moved on the Lot and said manufactured or mobile and used homes are not permitted within the Subdivision. All dwellings must have at least 2,000 square feet of living area, excluding porches, and be built with new construction materials provided, however, any dwelling built upon Lakefront Lots must have at least 2,200 square feet of living area, excluding porches. Provided further, however, any dwelling built upon any Lakefront Lot in Block 5 of the Subdivision must have at least 2,500 square feet of living area, excluding porches. All dwellings built on any Lot must be constructed of at least 50% masonry or stucco materials. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within twelve (12) months from the setting of forms for the foundation of said building or structure. The roof of any Dwelling shall be constructed of either composition shingles, tile, slate, standing seam metal or other material approved by the Architectural Control Committee prior to construction. The use of sheet metal or similar material on the roof or exterior sides of any Dwelling other than as flashing is prohibited. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and no Lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes. Provided, however, an Owner may maintain a home office in a dwelling with no advertising signs or regular visits by customers or clients.

Section 3.02 Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may, with prior written approval of the Architectural Control Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated to the Plat. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of all Lots in the same block and shall be considered one Lot for purposes of the Maintenance Charge set forth in Article VI hereof.

Section 3.03 Location of the Improvements upon the Lot. No building of any kind shall be located on any Lot nearer to any side or rear property line, or nearer to any public road or nearer to the natural creek or waterway than as may be indicated on the Plat; provided, however, as to any Lot, the Architectural Control Committee may waive or alter any such setback line if the Architectural Control Committee, in the exercise of the Architectural Control Committee's sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a Lot. Any such waiver or alteration must be in writing and recorded in the Deed of Records of Montgomery County, Texas. All dwellings placed on Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity. The main residential structure on any Lot shall face the front of the Lot towards the street or road, unless a deviation is approved in writing by the Architectural Control Committee. The minimum size of any Lot shall be one (1) acre and the building set back lines shall be as set forth on the plat.

Section 3.04 Residential Foundation Requirements. All building foundations shall consist of either: (i) concrete slabs, or (ii) piers and beams, with the entire building being skirted with brick or materials which match the outside of the building as may be approved by the Architectural Control Committee. Provided, however, the Architectural Control Committee may approve a different type of foundation when circumstances such as topography of the Lot make it impractical to use one of the above foundations for all or any portion of the foundation of the building improvements constructed on the Lot. Minimum finished slab elevation for all structures shall be above the 100 year flood plain elevation, or such other level as may be established by the Commissioner's Court or County Engineer of Montgomery County, Texas, and other applicable governmental authorities.

Section 3.05 Driveways. All driveways in the Subdivision shall be constructed of concrete or asphalt. All culverts for driveways shall be have a minimum diameter of fifteen (15")

inches and a minimum length of twelve (12') feet, and be of material approved by the Montgomery County Engineer's office.

Section 3.06 Use of Temporary Structures. No structure of a temporary character, whether trailer, tent, shack, garage, barn, storage shed or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently; provided, however, that Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision.

*Modified by  
2006-109495*

Section 3.07 Water Supply. All residential dwellings in this Subdivision shall be equipped with and served by a fresh water system installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements, and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used except upon approval of the Architectural Control Committee and any required governmental authorities. Wells may be drilled by the Developer or Association for use in watering common areas and filling of any ponds in common areas and may be drilled by Owners for use in watering of animals or livestock, yard sprinkler systems or swimming pools, but shall not be used for human consumption.

Section 3.08 Sanitary Sewers. No outside, open or pit type toilets will be permitted in this Subdivision. Prior to occupancy, all dwellings constructed in this Subdivision must have a septic or sewage disposal system installed by the Owner to comply with the requirements of the appropriate governing agency.

Section 3.09 Walls and Fences. Walls and fences, if any, must be approved prior to construction by the Developer or upon assignment by Developer, the Architectural Control Committee and shall be not closer to front street property lines than the front of any dwelling constructed on the Lot and no closer than the utility easement boundary line along any side street. The erection of any wall, fence or other improvements on any utility easement adjoining any street is prohibited. Unless otherwise approved by the Developer or Architectural Control Committee, fences along and adjacent to any road or street must be constructed of rail type wood boards or similar appearing synthetic materials, ornamental iron or masonry and must be in harmony with the guidelines by the Architectural Control Committee. All other fences and walls will be constructed of ornamental iron, wood or masonry, provided no electric, barbed wire, chain link, wire or temporary fences shall be allowed unless the Architectural Control Committee approves a variance to allow such type of fence prior to its construction. Unless otherwise approved, any fence allowed shall be no closer to the street than the front of the dwelling on any Lot. No barbed wire fences shall be allowed. Driveway entrances may be constructed of masonry columns, ornamental iron or similar materials in harmony with the Dwelling on said Lot as may be approved by the Architectural Control Committee prior to construction. Provided, however, any fence constructed on a Lakefront Lot beginning at the rear of the dwelling on said Lot shall not exceed four feet (4') in height.

Section 3.10 Prohibition of Offensive Activities. Without expanding the permitted use of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the Subdivision. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision and for home offices described in Section 3.01 hereof. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Without limitation, the discharge or use of firearms is expressly prohibited. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.



Section 3.11 Garbage and Trash Disposal. Garbage and trash or other refuse accumulated in this Subdivision shall not 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 or landfill. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.12 Junked Motor Vehicles Prohibited. No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, campers or the like, shall be kept on any Lot other than in a garage or other structure approved by the Architectural Control Committee.

Section 3.13 Signs. No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Control Committee, except (i) one (1) professionally made sign not more than forty-eight inches (48") square, advertising an Owner's Residence for sale or rent, may be placed on such improved Lot and (ii) one (1) sign not more than forty-eight inches (48") square advertising the builders of the Owner's residence may be placed on such Lot during the construction period of such residence from the forming of the foundation until completion not to exceed a six (6) month period. Developer or any member of such Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 3.14 Livestock and Animals. No animals, livestock, poultry, pigs, hogs or reptiles of any kind shall be raised, bred or kept on any Lot in the Subdivision except that dogs, cats or other common household pets shall be permitted.

No animals shall be allowed to run loose in the Subdivision.

Section 3.15 Mineral Development. No commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot, and, no derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Provided, however, that this provision shall not prevent the leasing of the Subdivision or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that the portion or portions of the Subdivision may be developed from adjacent lands by directional drilling operations or from the Drill Sites designated on the Plat of various Sections of the Subdivision.

Section 3.16 Drainage. Natural established drainage patterns of streets, Lots or roadway ditches will not be impaired by any person or persons and Developer may enter upon any Lot to maintain such natural drainage areas. Driveway culverts must have concrete sleeve and must be installed prior to beginning construction of any building or dwelling on the Lot and must be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. The size and type of driveway culverts must also be approved by the Montgomery County Engineer's office. The breaking of curbs, if any, for drive installations will be accomplished in a good and workmanlike manner and such break will be re-cemented without hindrance to drainage and such work is subject to the inspection and approval of the Architectural Control Committee.

Section 3.17 Lot Maintenance. All Lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of

all Lots shall keep all weeds and grass thereon (outside of natural vegetation areas) cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Provided, however, the burning of underbrush and trees during Lot clearing shall be permitted. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing (outside of the natural vegetation areas).
- c. Tree and shrub pruning (outside of the natural vegetation areas).
- d. Keeping exterior lighting and mechanical facilities in working order.
- e. Keeping lawn and garden areas alive, free of weeds, and attractive.
- f. Keeping parking areas, walkways and driveways in good repair.
- g. Complying with all government health and policy requirements.
- h. Repainting of improvements.
- i. Repair of exterior damage to improvements.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, without liability to the Owner, Builder or any occupants of the Lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Lot, to cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant of such Lot for the cost of such work and associated materials, plus a fee of \$10.00 per month for each instance. Payment thereof shall be collected as an additional Maintenance Charge and shall be payable on the first day of the next calendar month.

Section 3.18 Exterior Maintenance of Building. In the event the owner of any building in the Subdivision should allow such building to fall into disrepair and become in need of paint, repair or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Developer and upon transfer, the Association will give such Owner written notice of such conditions. Fifteen (15) days after notice of such condition to Owner, and failure of Owner to begin and continue at a diligent, reasonable rate of progress to correct such condition, the Association and/or the Developer in addition to any and all remedies, either at law or in equity, available for the enforcement of these Restrictions, may at its sole discretion enter upon said premises, without liability to Owner, to do or cause to be done any work necessary to correct said situation. The owner thereof shall be billed for cost of necessary repairs, plus ten (10%) percent.

All monies so owed the Association will be an additional Maintenance Charge and shall be payable on the first day of the next calendar month.

Section 3.19 Miscellaneous Use Restrictions. Without limiting the foregoing, the following restrictions shall apply to all Lots: