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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
COUNTY OF MONTGOMERY X

KNOW ALL MEN BY THESE PRESENTS:

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:

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.

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 V: 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.

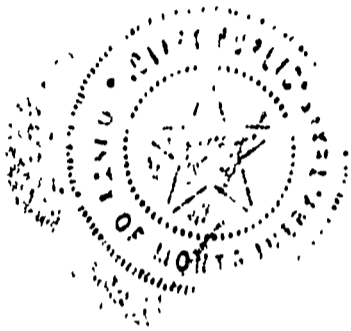
EXECUTED, this the 1st day of AUGUST, A. D. 1978.


John R. Kleimann,
Individually and as Trustee.

STATE OF TEXAS X
COUNTY OF MONTGOMERY X

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.



William 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