

**Lunde's Point Subdivision
Covenants, Conditions, and Restrictions**

The above titled Covenants, Conditions, and Restrictions, made and voted on at the annual meeting, February 24, 2013, replace in entirety the previous Lunde's Point Covenants and Restrictions dated April 23, 1974, and originally filed with the County of Montgomery, State of Texas, Volume 851, Page 909. WHEREAS, the Owners of the property known as Lunde's Point, a 19.42 acre unrecorded subdivision out of the W. C. Clark Subdivision, Abstract No 6 in Montgomery County, Texas, by a two-thirds majority vote have approved the attached Covenants.

I further attest, by my signature below, that the signatures in this document are all original and correct signatures of Lunde's Property Owners.

Thomas Chandler Anderson
Thomas Chandler Anderson
President,
Lunde's Point Property Owners' Association

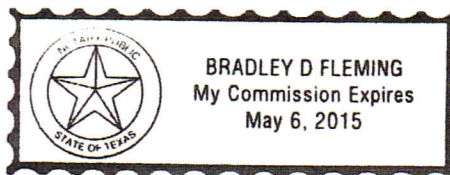
1/21/2014
Date

State Of Texas

County of Montgomery

SUBSCRIBED AND SWORN TO before me by **Thomas Chandler Anderson** on this the 21 day of January, 2014.

Bradley D Fleming
Notary Public, State of Texas



Thomas Chandler Anderson
1116 RIVER RD
MONTGOMERY, TX
77356

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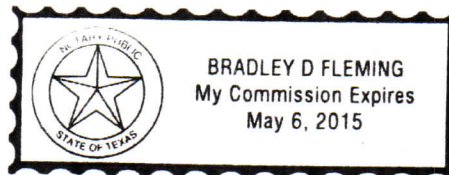
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LUNDE’S POINT SUBDIVISION

COVENANTS, CONDITIONS, AND RESTRICTIONS

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

This declaration of Covenants, Conditions, and Restrictions , made on the date hereinafter set forth by Ronald Liston, Charles Maloney, and Richard Wilkenfeld, hereinafter referred to as “Declarants”:

WITNESSETH:

Whereas, Declarants are the Board of Directors of that certain property known as LUNDE’S POINT, a subdivision in Montgomery County, Texas, a 19.42 acre unrecorded subdivision out of the W.C. Clark Subdivision, Abstract No. 6, Montgomery County, Texas, and

Whereas it is the desire of Declarants to place certain restrictions, conditions, covenants, stipulations and reservations upon and against any property in order to establish a uniform plan for the development, improvement and sale of such 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, Declarants hereby adopt, establish and impose upon LUNDE’S POINT, hereinafter referred to as the “Properties”, which is further identified in the subdivision plat attached as exhibit “A”, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties to the benefit of each owner thereof.

1. Residential Purposes. All lots within said subdivision shall be used for residential purposes only and no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling; not to exceed 3 stories, together with garage, attached or detached, accommodating not less than 2 vehicles.

2. Minimum Size Dwellings. The ground floor area of a one-story main structure shall contain not less than two thousand (2,000) square feet and the ground floor area of a main building or structure exceeding one story in height shall contain not less than one thousand, six hundred (1,600) square feet. Computation of all ground floor area shall exclude porches, garages, and patios.

3. Architectural Control Committee. No building or structure shall be erected, placed, or altered on any lot in LUNDE’S POINT, until two copies of preliminary sketches, location sketch, and cost estimates, and later, two copies of final plans, location sketch on lot, and cost estimates, have been approved by the Architectural Control Committee as to quality of materials and workmanship, interior arrangement, harmony of exterior

design, (including color), with existing or proposed structures, as to size and location on lot, and as to adequacy of storage space. The architectural control provided for herein shall extend to boat houses, boat launches and boat docks, decks and pools, and any other structure to be erected or used in connection with the ownership of the lots in said subdivision. No boat float, swimming float, or pier shall extend outward more than thirty-five (35) feet from the bulkhead retaining walls surrounding the subdivision without the approval of the Architectural Control Committee and San Jacinto River Authority, and, in no event, shall such floating structure be placed at a distance which would interfere with boat traffic through the channel. No obstructing fence, wall, shrubbery or radio or television aerials or dishes shall be erected, placed, or altered on any lot except within the minimum building setback lines unless similarly approved. Landscaping plans for all lots may be subject to the approval of the Architectural Control Committee as provided for herein as regards building and structure approval. Attached garages shall not open to the front of the lot, except with special written permission of the Architectural Control Committee. **The Architectural Control Committee shall be elected by a majority of the property-owners at the annual Property Owners Association Meeting. In the event of resignation of a committee member, the Board of Directors will appoint a committee member to serve the remainder of the year until the next annual meeting.** 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, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. Building Lines. No building shall be located on any lot nearer than seventy-five (75) feet from the front of such lot which fronts upon the roadway within the subdivision, such seventy-five (75) foot distance being the setback line for building purposes hereunder. No building shall be any nearer than five (5) feet of any interior lot line. For purposes of this covenant, eaves, steps, and unroofed porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No garage shall be located nearer to the side lot line than five (5) feet. No building shall be located on any easement. No garage shall be used as a residence.

5. Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sales period and/or signs designating traffic control or street name/house address. The exception to this covenant is signs endorsing political candidates, as governed by Texas State law.

6. Garbage Disposal. No lot shall be used as a dumping ground for trash or rubbish, especially and including common grounds and vacant lots. Trash, garbage, and other waste shall be kept in sanitary containers.

Any incinerator or other equipment for the storage and disposal of such material shall be kept in a clean, sanitary and sightly condition. During construction of improvements, no trash shall be burned on any lot except in a safe incinerator designated for the purpose of burning, and unless so burned, shall be removed by the property owner to a location away from the subdivision. Burning of yard waste is discouraged, but when necessary shall be limited to weekdays, daytime hours, and will not exceed 3 feet in height, and be in compliance with any restrictions imposed by the County of Montgomery and the Montgomery County Fire Department. No bonfires are allowed. (This restriction does not pertain to outdoor, recreational fire pits, fire bowls, or outdoor fire places).

7. Material Storage. No building material of any kind shall be placed or stored upon any lot except during construction, and then, such material shall be placed within the property lines of the lot on which the improvements are to be erected.

8. Vehicles. If open carports are used, no unsightly storage shall be permitted therein which is visible from the street. No boats, trucks, or unsightly vehicles shall be stored or kept for the purpose of repair on any lots or drives, except in enclosed garages protected from the view of the public and other residences of the Subdivision. No trucks exceeding two axels in size, tractor-trailers, or commercial type vehicles shall be parked or stored on any lot except while stored in a closed garage, nor parked on any residential street except while engaging in transporting to or from a residence in the subdivision. No dune buggies, golf carts, go carts, motorbikes, motor cycles or any two- or three-wheel vehicles powered by combustibile engines shall be used in the subdivision except during ingress and egress to the subdivision from the public road. All campers, motor homes, boats, trailers, or recreational vehicles of any type shall be stored or parked in an attractive manner and protected from the view of the roads. No damaged, disabled or inoperable vehicle of any type, nor any vehicle without current license and registration, shall be parked or stored on any lot except within the enclosed garage.

9. Livestock. No horses, cows, goats, sheep or other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes; and further provided that the aggregate number of household pets of all description, whether dogs, cats, or other pets, shall not be in excess of three (3) pets of all description per household, nor shall they be kept in such numbers and in such manner as to become an annoyance or a nuisance in the neighborhood.

10. Firearms. No firearms of any kind or character shall be discharged on the properties or within the premises, whether for hunting, target shooting, or any other purpose, unless in accordance with Montgomery County laws.

11. Temporary Structures Prohibited. No trailer, tent, shack, garage, barn or other out-building or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used in any way or be moved into or permitted to remain on any lot, except during construction of a permanent residence. With reasonable diligence and, in all events, within six (6) months from the commencement of construction (unless completion is prevented by war, strikes, or act of God), any dwelling commenced shall be completed as to its exterior and all temporary structures shall be removed.

12. Maintenance of Appearance. The owner of each lot shall keep grass, weeds, vegetation, and dead trees trimmed or cut so that the same shall remain in a neat and attractive condition; and, upon failure of the owner to do so within thirty (30) days after notice to said owner of such condition, the Property Owners' Association or its agents, may enter upon said lot to remove the same at the expense of the owner, provided that the same shall not exceed Four Hundred and No/100 (\$400.00) Dollars per lot.

13. Septic Tanks. No outside toilets will be permitted. No installation of any kind for disposal of sewerage shall be allowed which would result in raw or untreated sewerage being carried into Lake Conroe. No means of sewerage disposal may be installed or used except a septic tank or similar or improved sanitary method of sewerage disposal, meeting the requirements of and approval of the proper governmental authorities having jurisdiction with respect thereto. The drainage of septic tanks or other sewerage disposal facilities into any road ditch or surface easement, either directly or indirectly, is prohibited. If a sewerage treatment plant or collective system for the Subdivision is provided, it shall be used as the safe means of sewerage disposal for such premises, and each lot owner shall pay for hook-up charge and monthly assessment thereafter.

14. Mining Operations. No oil or gas drilling, oil or gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any part of the lands included in the Subdivision. Nor shall oil or gas wells, or tunnels, mineral excavations, or shafts be permitted in or upon any part of said lands at any time while these restrictions remain in force and effect. No derricks or other structure designed for use in boring or drilling for oil or gas shall be erected, maintained or permitted upon any part of the lands included within the Subdivision at any time while these restrictions remain in force.

15. Water Facilities. The central water facilities established by the original subdivider of the Subdivision and available to each lot owner with routine maintenance covered by the annual Property Owner's Association fees is governed by the Lunde's Point Property Owners' Association. Each lot is allowed one connection to the main water line. The central water facilities is intended for household use only and property irrigation should be

drawn from Lake Conroe and contracted with San Jacinto River Authority. If at any time water usage by an individual lot owner becomes excessive in the opinion of the Board of Directors, then, and in such event, water to such excessive user over and above a normal use by such excessive user will be metered and paid for at the same rate as water costs within the City of Conroe, Montgomery County, Texas.

16. Period of Restrictions. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 20 (twenty) years from the date these covenants are recorded after which time said Covenants shall be automatically extended for successive periods of ten (10) years each, unless at the end of the 20 years or anytime thereafter an instrument signed by two-thirds (2/3) of the then owners of the lots has been recorded agreeing to change or terminate said Covenants herein

17. Enforceability. It shall be lawful for the Property Owners' Association or any lot owner to prosecute the proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from doing so or to recover damages or dues for such violations. The Declarants reserve the right to enforce these restrictions.

18. Permanent Maintenance Fund and Lunde's Point Property Owners' Association. Each subdivision lot shall be subject to an annual maintenance charge, hereinafter called "Dues", at a rate determined as reasonable to maintain the subdivision's common expenses, including water system drilling and maintenance, road maintenance, professional fees, and other benefits commonly shared by property owners. Said Dues shall be payable to Lunde's Point Property Owners' Association on the first day of January of each year; and to secure payment of such Dues, a lien is hereby created against the premises in favor of the constituted authority for the collection of such Dues, its successors and assigns. The Board of Directors shall act as the designated authority to collect and use such Dues; The Association may make whatever laws or bylaws it deems reasonable to maintain the Subdivision and such laws and bylaws will be approved by a majority vote of the members. Members shall have the right to inspect the books and records of the Association by giving ten (10) days written notice.

19. Voting Rights. Every person or entity who is an owner of a lot within the Subdivision is entitled to membership in the Lunde's Point Property Owners' Association and no owner shall have more than one membership per lot. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Subdivision. Ownership of such land shall be the sole requirement for membership; each lot is entitled to one vote in the Association and when more than one person holds interest in such lot, the vote shall be exercised as they among themselves determine, but in all cases there will be no more than one vote per lot.

20. Partial Invalidity. Invalidation of any one or more of these restrictions, reservations, covenants and easements by judgment or court order shall in no wise affect, modify, impair, change, abrogate or nullify any of the covenants, easements, reservations, and restrictions not so declared to be void, but all of the remaining covenants, easements, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

This document has been attested to and approved by the required two-thirds majority of current property owners as signified by the signatures below:

Thomas C Anderson / THOMAS C. ANDERSON 5 5/5/2013
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE

Jeff Wright / Jeff Wright 9 5/5/2013
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE

C.F. Maloney / C.F. Maloney 10 5/5/2013
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE

Robert A. CARD / Robert A. CARD 6 5/5/2013
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE

Richard Wilkenfeld / RICHARD WILKENFELD 2 5/8/2013
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE

JANE SEARS / JANE SEARS 14 5/8/2013
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE

Mauro Cataletto / MAURO CATALETTO 7 5/22/2013
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE

Kelly moffett Keemoffett / _____ 1 5/6/13
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE

Michelle Moffett / _____ 1 5/6/13
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE

Stuart Brecko / STUART BRECKO LOT 3 5/25/13
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE

J Gary Veazey / J GARY VEAZEY 8 5/28/13
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE

Bob S. Yazdani / Bob S. Yazdani 4 5/28/13
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE

C. J. Foerster / C. J. FOERSTER 13 5/28/13
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE

Danielle Hughes / Danielle Hughes 11 5/29/13
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE

Ken Liston / Ken LISTON 12 8/7/13
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE

Robert E. Wipac / Robert E. Wipac 15 10/20/13
SIGNATURE/PRINTED SIGNATURE LOT NO. DATE