

RESTRICTIONS

POINT LOOKOUT ESTATES

THE STATE OF TEXAS)

COUNTY OF SAN JACINTO)

Know all men by these presents, that we, A. HALLA, JR., and LEWIS C. HOLDER, hereinafter styled Owners, of Harris County, Texas, where our principal place of business is so located at 2713 Bissonnet Street, as sole owners of a 47.873 acre tract of land situated in the Issac Jones Survey and John Crippen League, in San Jacinto County, Texas, have subdivided same into residential subdivisions known as Point Lookout Estates, Annex One to Section One, and Point Lookout Estates, Section Two, as described by metes and bounds on map and plat thereof under dedication dated November 22, 1965, and appearing of record in Volume 98, Page 237 of the Deed Records of San Jacinto County, Texas, and in conjunction therewith do hereby establish, adopt and promulgate the conditions, covenants, warranties and restrictions as to the ownership and use thereof, which shall be applicable to and run with the land, thereby binding Owners herein, their heirs or assigns, and all purchasers of lots situated within said subdivisions or additions thereto, all as is hereafter set out.

PREAMBLE

It is the intention of Owners herein that Point Lookout Estates, Annex to Section One, and Point Lookout Estates, Section Two, under the above mentioned development shall be maintained as residential sub-divisions other than the parts and portions thereof as reflected by the aforesaid map and plat, in which the owners of various lots may be protected in the enjoyment of their property, and the use of the other developments thereon, including streets and park facilities as hereinafter provided. These covenants have been promulgated with a view toward allowing a maximum of activity insofar as recreational uses and related matters are concerned, while assuring the purchasers of lots therein safeguards of appearance, sanitation and maximum protection of other rights and of the assumption of responsibilities as hereinafter set out.

I.

The restrictions, covenants and conditions in Part II as hereinafter set out shall apply to all sections reflection by the aforesaid map and plat with the exception of Area "H" reflected thereby which is also excluded therefrom with the expectation and right to develop the same as commercial property by Owners herein, their heirs or assigns. Said Area "H" is expressly excluded from the term "residential area" as set out in Section II, or otherwise applied to residential section. For all legal purposes herein reference is made to the recording of the aforesaid map and plat of said subdivision to the same extent as if fully copied herein.

II.

RESIDENTIAL AREA COVENANTS

1. No lots shall be used except for single-family RESIDENTIAL PURPOSES. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease of the lot and the residence thereon for any period of time less than 90 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions and agrees to be bound by same and comply with all Deed Restrictions. Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.

2. No building shall be erected, placed, or altered on any residential lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Point Lookout Restrictions Committee (as hereinafter established) as to compliance with these restrictions on quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grad elevation. No fence or wall shall be erected, placed or altered on any residential lot unless similarly approved. Approval shall be provided in Part IV hereof.

3. The floor area of all residences, exclusive of open porches and garages, shall be not less than 900 square feet. The design, materials and workmanship in all buildings shall be in conformity with standards in common use by architects and builders of quality homes.

4. No building shall be located on any residential lot nearer than 20 feet to the front lot line. No building shall be located nearer than 5 feet to an interior or cornerside lot line. Corner residential lots shall be deemed to front on the street side having the least frontage.

5. Any residence, once commenced, must be "dried in" within six months. By the term "dried in" means that the outside must have the appearance of being a completed house, with all necessary windows, doors, roof, paint and trim. If not "dried in" within six months after such residence is commenced, the owner of same hereby gives the Point Lookout Restriction Committee (so hereinafter established) the right and authority to enter upon the property upon which such structure is situated and to disassemble said structure and stack same on the premises. The owner or occupant of any such lot agrees, by the purchase or occupation thereof, that said Point Lookout Restrictions Committee, shall not be liable in trespass or otherwise, in entering upon and disassembling any such structure.

6. Lots are purchased subject to easements established or to be established by grant or agreement between the Owners and the utilities furnishing the electric, gas, phone and water utilities, and in addition thereto, waterfront lots shall be subject to easements established or to be established and granted to the City of Houston Water Department or other authority having right of condemnation on water front lots.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats (not to exceed two of each category) may be kept, provided they are not kept, bred, or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lot.

10. Whenever a residence is established on any lot, it shall be provided with an inside toilet, and shall be connected immediately with a septic tank, at the expense of the owner of said lot. Such a sewage disposal system shall be in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of the Health Officer of San Jacinto County, Texas. The drainage of septic tanks into a road, street, alley or other public ditch, or Lake Livingston, either directly or indirectly, is strictly prohibited.

11. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of 12 inch diameter pipe culvert. Culverts must be used for driveways and/or walks.

12. The owners and/or occupants of all lots in this subdivision shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential construction requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in this subdivision in observing the above requirements, or any of them, Point Lookout Estates Restrictions Committee (as hereinafter established) may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this subdivision to pay such statement immediately upon receipt thereof.

13. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any residential lot without the consent in writing of the Point Lookout Restrictions Committee. Developers or members of the Committee shall have the right to remove any such sign, advertisement, or billboard or structure, which is placed on any residential lot without such consent, and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

14. No boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the twenty (20) feet building set-back lines. The parking of automotive vehicles on road shoulders for a period longer than twelve (12) hours is prohibited.

15. The digging of dirt or the removal of any dirt from any lot is expressly prohibited, except when necessary in conjunction with the landscaping of such lot, or in conjunction with construction being done on such lot. No trees shall be cut on any lot except to provide room for construction of buildings, or to remove dead or unsightly trees.

16. All residences and other buildings must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.

17. No residential lot in Point Lookout Estates, Annex One to Section One, or in Point Lookout Estates, Section Two, as platted shall be resubdivided in any manner, except as follows:

Any person or persons owning two or more adjoining lots in Point Lookout Estates may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision or consolidation.

III.

1. Reserve Areas "A", "B", "C" and "D" of Point Lookout Estates, Section One, as shown by the map and plat of same recorded Volume 87, Page 329, of the Deed Records of San Jacinto County, Texas, shall be used by the owners of lots in subdivisions, Point Lookout Estates, Annex One to Section One, and Point Lookout Estates, Section Two, in common with the owners of lots in such other sections of Point Lookout Estates as may hereafter be developed. These reserve areas shall be used as community and recreational areas for the benefit of all such lot owners, and for the benefit of the said subdivisions - including (but not by way of limitation) community and civic enterprises, swimming, boating, outdoor sports, and other recreational activities. Such common area shall be kept free of weeds, and shall be maintained in a sanitary, healthful and attractive manner. Garbage, trash, and rubbish of all kinds shall not be permitted to accumulate thereon.

2. Buildings or structures approved by the Restrictions Committee shall be permitted for the purpose set out in paragraph 1 above on Reserve "A", "B", "C" & "D", and any other purpose deemed by Point Lookout Estates Restrictions Committee to be for the common good and benefit of all lot owners in the subdivision and any future sections subsequently developed.

3. Only the owners and/or occupants of lots in Point Lookout Estates, Section One, Area "G" and Area "H", and Point Lookout Estates, Annex One to Section One, and Point Lookout Estates, Section Two, and subsequent sections, together with their guests when accompanied by the owner or occupant, shall be permitted to have the use of Reserve Areas "A", "B", "C" and "D" and the general public is specifically excluded therefrom.

IV.

1. There is hereby created the Point Lookout Estates Restrictions Committee which shall be composed initially of G. A. Couvillon, Lewis C. Holder, and A. Halla, Jr., all residents of Houston, Harris County, Texas. Vacancy in the Committee at any time shall be filled by vote of the remaining members.

2. Point Lookout Estates Restrictions Committee shall be the representatives of all the property owners in Point Lookout Estates, Section One, Point Lookout Estates, Annex One to Section One, Point Lookout Estates, Section Two, and all subsequent sections, in assisting in preservation of property values; and the Committee shall have the powers and functions (but not by way of limitation) herein listed, but shall not have the sole obligation with respect to enforcement of restrictions; -such powers being:

a) Collect and expend, in the interest of Point Lookout Estates, Section One, Point Lookout Estates, Annex One to Section One, Point Lookout Estates, Section Two, and subsequent sections, the Maintenance Fund created in this instrument.

b) Enforce these covenants and restrictions by appropriate proceedings.

c) Enforce any lien imposed on any lot or lots in this addition by these restrictions.

d) It is contemplated that developers, or their assignees or nominees of Reserves "A", "B", "C" and "D" will construct solely from maintenance fund proceeds, various community improvements on such reserves, and in such event, will find it necessary to secure adequate financing for such construction. The Committee is hereby given express power, right and authority to pledge, hypothecate, collaterally assign or otherwise mortgage any moneys paid or to be paid into the Maintenance Fund in connection with the financing of such construction, or in repayment thereof to the developing corporation or any lending agency or institution.

e) Approve or reject plans and specifications for improvements to be erected in Point Lookout Estates, Section One, Point Lookout Estates, Annex One to Section One, Point Lookout Estates, Section Two, and subsequent sections. In the event the Committee fails to approve or disapprove within thirty (30) days after submission to it of plans and specifications, the owner shall send notifications to Point Lookout Estates Restrictions Committee by registered mail in care of A. Halla, Jr., 2713 Bissonnet Street, Houston 5, Texas, notice that his or her plans and specifications have not been approved in such thirty (30) day period. If another ten (10) days elapses without notification to the owner by the Committee of approval or disapproval, approval will not be required, and the related covenant shall be deemed to have been satisfied.

3. The following provision, whether incorporated in each deed or not, shall be applicable to all residential lots in Point Lookout Estates, Annex One to Section One, and Point Lookout Estates, Section Two.

The property herein conveyed is hereby subjected to an annual maintenance charge at the rate of \$12.00 for each lot per year, for the purpose of creating a fund to be known as "Point Lookout Estates Maintenance Fund" to be paid by the owner of this lot in conjunction with a like charge to be paid by the owners of other lots in Point Lookout Estates, Section One, Point Lookout Estates, Annex One to Section One, Point Lookout Estates, Section Two, the same to be secured by a vendor's lien upon said lots, and payable annually on the first day of January of each year in advance, beginning January first next preceding the date of such lot sale, to Point Lookout Estates Maintenance Fund, at its office in Houston, Texas, and said charge and lien are hereby assigned to the Point Lookout Estates Restrictions Committee.

Such annual charge may be adjusted from year to year by said Committee as the needs of the property may, in its judgment, require, but in no event shall such charge be raised above \$12.00 per year, unless raised by a majority vote of the lot owners.

Funds arising from said charge shall be applied to, so far as sufficient, toward the payment of maintenance expenses or construction costs incurred for any or all of the following purposes: lighting, improving, and maintaining the streets, sidewalks, paths, parks, parkways, esplanades, or swimming pool; area between curb and sidewalk; collecting and disposing of garbage, ashes, rubbish and the like; employing policemen and watchmen; providing fire protection; caring for vacant lots; and the construction of club house facilities, ramps, boat landings, boat basins, and other similar recreational facilities on Reserves "A", "B", "C" and "D", and doing any other thing necessary or desirable in the opinion of said Committee to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the addition, it being understood that the judgment of said Committee in the expenditure of said fund shall be final so long as such judgment is exercised in good faith. It is contemplated that the developers, or their assignees or nominees of, Reserves "A", "B", "C", and "D" will construct various community improvements on such reserves, and in such event will find it necessary to secure adequate financing for such construction. The Committee is hereby given express power, right and authority to pledge, hypothecate, collaterally assign or otherwise mortgage any moneys paid or to be paid into the Maintenance Fund in connection with the financing of such construction, or in repayment thereof to the developing corporation or any lending agency or institution.

When, as, and if other sections of Point Lookout Estates are developed and a maintenance charge collected from the lots therein, the same as the foregoing, then the Maintenance Fund composed of charges collected from the several owners of the several sections shall be expanded for the purposes above enumerated in all of the sections of Point Lookout Estates paying such maintenance charge to such Committee. Such maintenance charge shall in any event extend for a period of twenty-five (25) years from January 1, 1963, and shall be extended automatically for successive periods of ten (10) years unless the then owners of the majority of the lots in said addition paying such charge, vote to discontinue such charge, such action to be evidenced by written instrument signed and acknowledged by the owners of the majority of the square foot area and recorded in the Deed Records of San Jacinto County, Texas.

Purchaser agrees and consents to, and joins in, such maintenance charge by acceptance of his contract, with the understanding that developers have no obligations to install lighting, parkways, esplanades or swimming pool, or to furnish maintenance or to do any other thing described herein other than from maintenance funds.

It is specifically provided that any lien for improvements placed upon Reserves "A", "B", "C", and "D", by the developing company, its successors, assigns or nominees, shall be a first and prior lien, and that these restrictions (notwithstanding anything to the contrary contained herein) shall be inferior to and subordinate to such lien which shall take the property free and clear of the restrictions, covenants and conditions contained herein.

V.

1. Irrespective of any other provision as herein contained by expressed or implied statement, the streets, or lots within said subdivision shall be wholly and solely for the use of owners in residential or commercial sections, or house guests of said owners of residential or commercial property therein, or A. Halla, Jr., or Lewis C. Holder, their heirs or assigns, agents, servants or employees, being excepted as to all parties, and the Restrictions Committee shall be entitled to use all necessary and reasonable means in avoiding the use of said property, residential, commercial or park area by the public at large, and thereby restrict the use thereof and in the furtherance thereof such use shall remain subject to supervision of the Restrictions Committee herein.

WITNESS THE EXECUTION HEREOF on this 22 day of
November, A. D. 1965.

A. Halla Jr.
A. Halla Jr.

Lewis C. Holder
Lewis C. Holder

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for
said County and State, on this day personally appeared A. Halla Jr. and
Lewis C. Holder, known to me to be the persons whose names are subscribed
to the foregoing instrument, and acknowledged to me that they executed
the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of
November, A. D. 1965.



Jack N. Darling
Notary Public in and for
Harris County, Texas

FILED FOR RECORD on the 1st day of December A.D., 1965, at 3:30 o'clock P.M.
DULY RECORDED THIS the 1st day of December A.D., 1965, at 4:30 o'clock P.M.
FILE NO. 1769 RECORDED VOL. 98 PAGE 238.

Mrs. Eugene H. Draper
COUNTY CLERK, SAN JACINTO COUNTY,

The document above reflects a full filing of Point Lookout Estates Deed Restrictions executed November 22, 1965 and filed December 1, 1965 in volume 98, page 236. It has been edited to incorporate two (2) amendments which included updating the wording of restriction #1 to further clarify that lots would be used for single family residence purposes and not for any commercial purpose. This was further clarified by adding language prohibiting the rental or lease of a property / residence for less than 90 days. The amendment also removed an outdated provision. Those amendments were executed on July 1, 1998 and filed July 13, 1998 in volume 285, page 743. The signatures and filing dates for those amendments follow.

EXECUTED by the Board of Directors of Point Lookout Owner's Association, Inc., on the dates set forth by the respective acknowledgements, subject to the filing of a written instrument reflecting approval by at least a majority of the property owners, pursuant to the Deed Restrictions referenced above.

These Amended Restrictions shall be effective as of the date of filing of this document.

SIGNED this 1st day of July, 1998.

Aubrey Covington, Jr.
AUBREY COVINGTON

Russell Snyder
RUSSELL SNYDER

Chuck Hendricks
CHUCK HENDRICKS

Coye Wilcox
COYE WILCOX

Barbara Koym
BARBARA KOYM

Clint Holstein
CLINT HOLSTEIN

Bob Marsh
BOB MARSH