

**80' INGRESS/EGRESS AND DRAINAGE EASEMENT
OUT OF HUNTERS CREEK ESTATES, A
SUBDIVISION IN HARRIS COUNTY, TEXAS**

Being a 90.00 feet wide ingress/egress and drainage easement out of a certain 480.0501 acre tract (called 479.970 acres) conveyed to Simon Fredricks, Trustee from Vincent L. Marino, Trustee by deed dated March 4, 1988 and recorded in County Clerk's File K 509192 of the Harris County Deed Records, said easement being in the Abraham Roberts Survey, Abstract 63, Harris County, Texas, and being a perpendicular distance of 45.00 feet on each side of the following, more particularly described centerline of the 90.00 feet easement:

COMMENCING at a found 5/8" Iron Pin for the southwest corner of said 480.0501 acre tract in the north right-of-way line (r.o.w.) of F.M. 2920 (100 foot r.o.w.);

THENCE, N 88°51'10"E, 1028.75 feet along the south property line of said 480.0501 acre tract to THE POINT OF BEGINNING of the centerline description;

THENCE, N 01°08'50" W, 1028.75 feet along the centerline of the herein described 90.00 feet wide easement to a point of curvature;

THENCE, 679.78 feet in a northerly direction along the centerline with a curve to the left (Radius = 7,000.00 feet, Central Angle = 05°33'50" and Chord Bearing & Distance = N 03°55'45" W, 679.50 feet) to a point of reverse curvature;

THENCE, 2,243.52 feet in a northerly direction along the centerline with a curve to the right (Radius = 7,000.00 feet, Central Angle = 18°22'00" and Chord Bearing & Distance = N 02°28'20" E, 2,234.33 feet) to a point of reverse curvature;

THENCE, 3,265.03 feet in a northerly direction along the centerline with a curve to the left (Radius = 7,000.00 feet, Central Angle = 26°43'55" and Chord Bearing & Distance = N 01°42'39" W, 3,235.48 feet) to a point of reverse curvature;

THENCE, 547.33 feet in a northerly direction along the centerline of the herein described easement with a curve to the right (Radius = 400.00 feet, Central Angle = 78°23'55" and Chord Bearing & Distance = N 24°07'20" E, 505.62 feet) to a point of tangency;

THENCE, N 63°19'18" E, 807.66 feet along the centerline of the herein described easement to the END OF EASEMENT and containing 17.7138 acres (771,611 square feet) of land, more or less.;

EXHIBIT "A"

**30' DRAINAGE EASEMENT
OUT OF HUNTERS CREEK ESTATES, A
SUBDIVISION IN HARRIS COUNTY, TEXAS**

Being a 30 feet wide drainage easement out of a certain 480.0501 acre tract conveyed to Hunters Creek L.L.P., by Rick J. Bice, Trustee, by deed dated April 8, 1997 and recorded in County Clerk's File S 398901 of the Harris County Deed Records, said easement being in the Abraham Roberts Survey, Abstract 63, Harris County, Texas, and being a perpendicular distance of 15.00 feet on each side of the following, more particularly described centerline of the 30.00 feet easement;

COMMENCING at the northern end of a 90.00 feet wide ingress/egress and drainage easement recorded in Harris County Clerks File S 589729, said point being in Lot 21 of said Hunters Creek Subdivision;

THENCE, S 63°19'18" W, 654.78 feet along the centerline of said ingress/egress and drainage easement to a common line between lots 17 and 18;

THENCE, N 44°27'33" W, 47.26 feet to a point on the northern boundary of the 90 foot ingress/egress and drainage easement and the POINT OF BEGINNING of the herein described easement;

THENCE, N 44°27'33" W, 980.00 feet along the centerline of the herein described easement to the END OF EASEMENT and containing 0.6736 acres (29,340 square feet) of land, more or less.

EXHIBIT "B"

HUNTER'S CREEK ESTATES ARCHITECTURAL CONTROL GUIDELINES

The primary residence and any improvements to be constructed on any lot within Hunters Creek Estates, a subdivision in Hockley, Harris County, Texas, which consists of thirty nine lots and one block as described on a plat which is recorded in the Office of the County Clerk of Harris County, Texas under Clerk's File No. U061213 and in Volume 429, Page 34 of the Map Records of Harris County, Texas (the "Subdivision"), must conform to certain custom home guidelines and enhance the cosmetic atmosphere of the Subdivision, as more particularly described in the First Amended and Restated Deed Restrictions of Hunters Creek Estates (the "Deed Restrictions") and in the following Architectural Control Guidelines. All buildings, structures and improvements to be constructed on a lot within the Subdivision must be approved by the Architectural Control Committee in accordance with the Deed Restrictions and these Guidelines.

Primary Residence, Guest Houses, Servants Quarters, Barns, Workshops, Out Buildings:

- All improvements to be constructed on a lot within the Subdivision must be located within the lot boundaries shown on the plat of the Subdivision recorded in Harris County, Texas, on a survey plat of a lot and as described in the Deed Restrictions with respect to utility easements, drainage easements, building lines, building set back lines, etc.
- Each primary residence must be a minimum of sixty (60) feet in width.
- The exterior design of the primary residence, guest houses and servants quarters must be within the character and plan designated by the Developer or the Association, eliminating extreme or radical designs.
- No log homes or front loading garages shall be permitted on any lot.
- Barns are essential for the maintenance and care of large animals as permitted by the Deed Restrictions, and are encouraged. However, barns, workshops and other out buildings must be professionally built with new materials. All guest houses, servants quarters, barns, workshops and out buildings must be located beside or behind the primary residence.
- Building materials must be new with the exception of certain approved materials normally used to decorate or accent the improvements.
- Heavy weight, 25 year or greater, fiberglass composition shingles, tile or non-corrugated metal roofs are acceptable. No wood shingles shall be permitted on any lot.
- Exterior paint color to be used on any structure must be submitted and approved by the Architectural Control Committee prior to application. Natural earthtones are preferred.

EXHIBIT "C"

- No reflective or colored window glass or frames other than the standard tints shall be permitted on any lot.

Tree Preservation:

- The Subdivision was selected by the Developers because of the natural beauty, mature trees and general character it offers. The intention is to preserve this natural beauty whenever possible. Therefore, it is the Owner's responsibility to take this into consideration during lot selection, home design, home orientation, driveway planning, etc. Lot Owners shall preserve mature oak trees whenever reasonably possible.

Driveways/Sidewalks:

- A driveway and a sidewalk to the front entry of the primary residence shall be installed prior to occupancy of the primary residence.
- Each entrance from the street to the lot must be over a culvert as strictly specified by certain governing authorities or by the Architectural Control Committee in order to ensure adequate drainage of the Subdivision. Culverts not used as sidewalk crossings or driveway crossings may not be placed on the lot.
- All driveways and sidewalks must be made of concrete, brick or other approved surface material.
- All driveways must have at least a forty foot (40') concrete transition from the street, over the culvert to the house.
- Circle driveways shall be permitted.

Garages:

- Side or rear entry garage orientations are required.
- Garages must be architecturally designed to look like the primary residence.
- The roof line of the garage may not exceed the height of the roof line of the primary residence.
- Owners are encouraged to construct the garage in a size to adequately handle their individual family needs, number of vehicles, lawn equipment and normal household needs. Garages shall be constructed to have room to park two vehicles in the enclosed garage.

Fencing:

- Each lot Owner who desires fencing at the front property line must construct a three rail fence made of white vinyl. In other areas, wrought iron, wood frame, barbed wire and wood privacy fences are acceptable. Horse arenas or horse pens may also be made with slick wire or net wire. All fences must be approved by the Architectural Control Committee prior to installation.
- No chain link fencing is permitted in the neighborhood, except for small dog runs in discrete locations to be located behind the primary residence on the lot.

Lighting

- Each lot Owner is required to purchase and install at least one standard (or approved) exterior gas lamp (or electric light with photocell operation) at the entrance to all driveways.

Mailboxes:

- All mailboxes must be of brick or stone construction and include a concrete address block on the street side of the structure. The base of the mailbox must be at least two feet by two feet.
- Mailboxes must comply with all postal regulations.
- Owners are to submit plans for their mailbox to the Architectural Control Committee for approval, as they would any other improvement. These plans should show dimensions, design, materials, etc.

Landscaping:

- Landscaping of the front yard must be installed within 180 days after occupancy of the primary residence. This minimum requires that shrubs be planted across the front of the residence, customary to professional landscaping. Grass must be planted or seeded in the front yard between the primary residence and Hunters Creek Way.

Equipment:

- All HVAC compressors, pool equipment or other miscellaneous equipment must be placed on the side or the rear of the residence in a manner screened from public view.
- Antennas of any kind may not be installed in a place where it is in the view of streets, side streets or adjoining lot Owners.

- No wall or window air conditioning units shall be permitted in the primary residence, guest house or servants quarters. Wall or window air conditioning units shall only be permitted in non-residential structures and only when such wall or window air conditioning unit does not face, and is not visible from, Hunters Creek Way.

Utility Service:

- It is the responsibility for each lot Owner to contact appropriate utility service companies and arrange for utility services.

Additional Improvements:

- Storage buildings, swimming pools, decks, patios, remodeling, etc. must be submitted to the Architectural Control Committee prior to installation or construction. The Architectural Control Committee shall have the authority to approve, disapprove or conditionally approve such additional improvements.

The Architectural Control Guidelines and the Deed Restrictions outline the general scheme of appearance of the Subdivision and the improvements to be constructed on the lots. Certain items that are not specifically addressed within these Guidelines shall still require the approval of the Architectural Control Committee prior to the making of alterations and/or the construction of improvements on any lot. The Developer and the Architectural Control Committee shall not deviate from these Architectural Control Guidelines, except in unusual circumstances because of the particular character or layout of a lot. The Architectural Control Committee may not approve any plans for construction of improvements on a lot that are in conflict with the Deed Restrictions for the Subdivision.

These Architectural Control Guidelines may be altered, changed or modified at any time by the Board of Directors, upon thirty (30) days prior written notice to the Owners of lots within the Subdivision, in an effort to improve the quality and value of all lots within the Subdivision. When altered, changed or modified, these Architectural Control Guidelines shall be recorded in the Office of the County Clerk of Harris County, Texas.

**CONSENT AND AGREEMENT OF HOMEOWNER
HUNTERS CREEK HOMEOWNERS ASSOCIATION, INC.**

The undersigned, is/are the owner(s) of lot(s) _____ in Hunters Creek Estates, a subdivision consisting of thirty nine lots in one block, the plat of which is recorded in the Office of the County Clerk of Harris County, Texas under Clerk's File No. U061213 and in Volume 429, Page 34 of the Map Records of Harris County, Texas. The Hunters Creek Homeowners Association, Inc. shall be herein referred to as the "Association". Paragraphs 3 and 4 of the Amended and Restated Deed Restrictions for Hunters Creek Estates, provide that under certain circumstances, the owner of a lot(s) may reside on the lot(s) during construction of the primary residence. This Consent and Agreement must be signed, acknowledged and presented to the Architectural Control Committee (the "Committee") of the Association when the plans and specifications for construction of the primary residence are submitted. By signing this Consent and Agreement, the undersigned agree, warrant and represent that he/she/they:

- 1) Have carefully read and understand all terms and provisions of the Amended and Restated Deed Restrictions for Hunters Creek Estates Subdivision, as they may be amended from time to time;
- 2) Shall specifically comply with all terms and provisions of the Amended and Restated Deed Restrictions;
- 3) Shall only begin construction of a permanent building containing living quarters, of living quarters within an existing permanent building or of a guesthouse or servants quarters, simultaneously with or after construction of the primary residence has begun on the lot(s);
- 4) Once construction of any structure or improvement on the lot(s) has begun, the construction of any improvements and structures on the lot(s) shall continue on a regular, consistent and diligent basis. If construction is not continued on a regular, consistent and diligent basis, the undersigned shall immediately move from and vacate the lot(s) until construction is started again and continued in the same manner until completion;
- 5) If this signed and acknowledged Consent and Agreement is not submitted to the Committee simultaneously with submission of the plans and specifications of the primary residence and of any outbuilding containing living quarters, or of a guest house or servants quarters, then the Committee shall have no obligation to review the plans and specifications until this signed and acknowledged Consent and Agreement has been submitted to the Committee;
- 6) That if the undersigned should reside on the lot(s) in violation of the Amended and Restated Deed Restrictions and/or of this Consent and Agreement, then to the extent permitted by law, the undersigned will not challenge legal action brought by the Association against the undersigned for continuing to reside on the lot(s) in violation

of the Amended and Restated Deed Restrictions or of this instrument; if the Association brings legal action against the undersigned for noncompliance with the Amended and Restated Deed Restrictions, and/or for noncompliance with this Consent and Agreement, that the undersigned shall, upon demand from the Association, pay all attorneys' fees, costs of court and damages sustained by the Association as a result of the violation of the Amended and Restated Deed Restrictions and/or of this Consent and Agreement; and if the attorneys' fees, costs of court and damages sustained by the Association are not promptly paid upon demand, then all such amounts shall be secured by the continuing lien of the Association described in paragraph 27 of the Amended and Restated Deed Restrictions of the Association.

- 7) If a Court of competent jurisdiction should determine that any provision contained within this Consent and Agreement is not valid, then the invalidation of such term or provision shall not invalidate the entirety of this instrument.
- 8) This Consent and Agreement shall be binding upon the undersigned, is submitted to Committee of the Association along with the plans and specifications for the primary residence and for any other structures which may contain residential living areas on the lot(s) owned by the undersigned, and may be recorded in the Office of the County Clerk of Harris County, Texas.

SIGNED this _____ day of _____, 20__.

RECORDERS MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

Owner's Signature: _____

Name Printed: _____

Owner's Signature: _____

Name Printed: _____

LOT(S) OWNED: _____

FILE FOR RECORD
8:00 AM

STATE OF TEXAS §

§

COUNTY OF HARRIS §

DEC 23 2002

Beverly B. Highman

County Clerk, Harris County, Texas

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____.

AFTER RECORDING, RETURN TO:
HELLER & ASSOCIATES, P.C.
5100 WESTHEIMER, SUITE 330
HOUSTON, TEXAS 77056

NOTARY PUBLIC, State of TEXAS