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**AMENDED AND RESTATED DEED RESTRICTIONS FOR  
HUNTERS CREEK ESTATES SUBDIVISION  
HOCKLEY, HARRIS COUNTY, TEXAS**

THE STATE OF TEXAS

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**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF HARRIS

These Amended and Restated Deed Restrictions for Hunters Creek Estates Subdivision in Hockley, Harris County, Texas, have been approved by at least seventy-five percent (75%) of the owners of lots in the Subdivision as evidenced by the signature pages which are attached to this instrument. These Amended and Restated Deed Restrictions supercede and replace the Original Restrictions and the First Amendment, which terms are defined in the Recitals section below. However, the continuing lien of the Hunters Creek Homeowners Association, Inc. (the "Association") as described in Section 27 of the Original Restrictions, is renewed and extended in this instrument from the Original Restrictions for the benefit of the Association and all owners of lots within the Subdivision.

**RECITALS**

WHEREAS, **HUNTERS CREEK, L.L.P.**, a Texas limited liability partnership (herein referred to as "Developer"), recorded the Deed Restrictions for Hunters Creek (the "Original Restrictions") on August 13, 1997 in the Office of the County Clerk of Harris County, Texas under Clerk's File No. S589729 and under Film Code No. 514-33-1158 of the Official Public Records of Real Property of Harris County, Texas, which Original Restrictions were recorded against an unrecorded subdivision of approximately 480.05 acres situated in the Abraham Roberts Survey, Abstract No. 63, Harris County, Texas, and being described by metes and bounds in the Original Restrictions;

WHEREAS, on September 3, 1997, Hunters Creek, L.L.P. recorded the Amendment to Deed Restrictions (the "First Amendment") in the Office of the County Clerk of Harris County, Texas under Clerk's File No. S619164 and Film Code No. 514-61-0625 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, Hunters Creek, L.L.P. prepared and recorded a plat of the real property described by metes and bounds in the Original Restrictions, which plat is of Hunters Creek Estates, a subdivision consisting of thirty nine lots in one block, and which plat 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" or the "Property"); and

WHEREAS, Developer and the owners of thirty one (31) of the thirty nine (39) lots within the Subdivision, being more than seventy-five percent (75%) of the lots within the Subdivision, desire to amend and by this instrument to restate in their entirety the Original Restrictions and the First Amendment.

NOW, THEREFORE, as described in the foregoing recital paragraphs, Developer and the owners of more than 75% of lots within the Subdivision desire to continue to create and carry out

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a uniform plan for improvements, development and sale of all of the tracts in the Subdivision; and, for that purpose, Developer and certain owners of lots hereby adopt, establish and impose the following amended and restated declarations, reservations, protective covenants and limitations ("Restrictive Covenants") governing conveyance of all tracts in the Subdivision; and each contract or deed which may be hereafter executed with regard to any of the tracts in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

### RESTRICTIVE COVENANTS

1. No Lot in the Subdivision may be smaller than 9 acres.

2. No owner of a lot shall occupy or use his lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single-family residence for the owner, his family, guests, and tenants, and no retail or commercial use shall be made of the same, or any portion thereof, provided, however, that Developer and its designated assignees may use one or more lots, or the homes situated thereon as sales offices and/or furnished models. All buildings or structures on the Subdivision shall be of new construction. Notwithstanding the foregoing, an owner may use his home for his own private, professional use as long as such use does not supersede the primary use of the home as a residence or conflict with the intent of the Developer to have an essentially residential community. Any owner (or prospective purchaser) who desires to use his home for professional purposes must first apply, in writing, to the Board of Directors of the Association, as hereinafter defined, and request an exception to the residential use restriction. The Board of Directors, in their reasonable discretion, shall determine whether such professional use is compatible with the residential nature of the Subdivision, and if, and only if, a majority of the Board of Directors approves, in writing, the requested professional use, then the owner shall be permitted to use his home for the professional use specified by the Board of Directors. Approval, once given, shall be irrevocable so long as the owner's professional use conforms to the specific use approved by the Board of Directors. This exception to strictly residential use shall be narrowly defined and strictly enforced by the Board of Directors. In no way will permission be granted if the professional use requires the repair, production or manufacturing of any item, has any visibility or noise whatsoever evident from the exterior of the home or results in an unreasonable amount of additional traffic in the Subdivision, as determined by the Board of Directors. As used herein, the term "Board of Directors" shall mean and refer to the Board of Directors of the Association, as hereinafter defined, elected by the members in accordance with the terms and provisions of the First Amended and Restated Bylaws of the Association (the "Bylaws").

3. No mobile home, manufactured home, structure of a temporary character, tent, shack or other temporary out building shall be used on any lot at any time as a residence, either temporarily or permanently; nor shall any used residence or other used structure be moved onto any lot. Servants quarters may be used as a temporary residence for up to one year while the main residence is under construction, in accordance with the provisions set forth in paragraph 4 below. Except as described in this Section, a permanent building which is constructed on a lot prior to construction of the primary residence may not contain an enclosed residential living area. Prior to construction of the primary residence, the owner of a lot may construct a permanent building which contains plumbing connections for an enclosed residential living area which may be used in the future as a residential living area during construction of the primary residence. In such event, the residential living area in the building may only be built out for occupancy at the same time that construction begins on the

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primary residence. The owner of a lot may temporarily reside in the completed residential living area within the permanent building only during construction of the primary residence, and only if (i) the owner submits in advance to the Architectural Control Committee the plans and specifications for construction of the permanent building and the primary residence, all permits required by Harris County, Texas and a fully executed and acknowledged Consent and Agreement of Homeowner form which is attached hereto as Exhibit "D" and incorporated herein by reference, (ii) the plans for the permanent building and the primary residence are approved in advance by the Architectural Control Committee, (iii) the location of the permanent building will be behind or to the side of the planned location of the primary residence, (iv) actual construction of the primary residence and of either (a) the permanent building which contains the residential living area or (b) the residential living area within an existing permanent building, begins simultaneously and (v) such construction of the primary residence continues on a regular, consistent and diligent basis. Therefore, no person may reside on a lot unless construction of the primary residence has begun. The prohibition against residing on a lot before construction of the primary residence has begun, shall be enforceable by injunctive relief in a court of appropriate jurisdiction in Harris County, Texas, and by such other remedies as may be available under Texas law. The Consent and Agreement of Homeowner form to be submitted to the Architectural Control Committee as described in subparagraph (i) of this paragraph 3, may be recorded in the Office of the County Clerk of Harris County, Texas, and/or may be used in evidence against the owner of a lot who violates the terms contained within Exhibit "D", which terms are made a part of these Deed Restrictions as though fully set forth herein. During the development and sales period of the lots, the Developer may erect and maintain such structures as is customary in connection with such development and sale of such lots, including, but without limitation, a business office, storage areas, construction yards, signs, model units, and sales offices.

4. As long as Developer owns any lots in the Subdivision, no residence may be constructed in the Subdivision by any builders other than those approved in advance by Developer. Any residence constructed in the Subdivision shall be new construction with the exception of such decorative accessories as are customarily used by builders in the construction of new residences. All residences shall contain not less than two thousand six hundred (2,600) square feet of living area, exclusive of porches breezeways and patios and garage.

All residences must include an enclosed garage (minimum of two car) which is architecturally similar to the residence. Each owner is encouraged to construct ample room for storage, garden equipment, vehicles, etc. in order to be able to regularly park their vehicles under a carport, breezeway, porte cochere or in an enclosed garage. No parking is permitted on the street. The garage roof line height may not exceed the roof height of the residence. All garages shall have a side or a rear entry in relation to Hunters Creek Way. No front loading garages with the garage doors facing Hunters Creek Way shall be permitted.

If the Harris County Permit Office requires the issuance of a permit before an owner of a lot constructs a single family residence, garage, barn, driveway, patio, sidewalk, covered area, other structure or a septic system, then the owner of the lot in question shall submit to the Permit Division of the Public Infrastructure Department of Harris County, Texas (the "Permit Office"), or such other Department which handles permits for construction of improvements on lots in Harris County, Texas, all site plans, engineering drawings and such other documentation as may be required by the Permit Office along with any necessary fee for the issuance of permits. Plans shall be drawn to scale by either a registered architect or engineer, and shall include contours of existing natural ground, locations of all site improvements, driveway location, proposed water well location, septic system

with drain field locations and such other information as may be required by the Permit Office. Elevations shall be tied to the site benchmarks within the Subdivision. Owners of lots shall not make any alterations to the existing drainage pattern or obstruct or fill any natural swales, ponds or ditches. All ditches and swales shall maintain thirty (30) feet clear along either side of the centerline of the existing swale or ditch. All proposed driveway culverts will be twenty-four inches (24"). Owners of lots will be responsible for installing culverts at the correct elevation and grade. The proposed improvements to be constructed shall also meet any applicable requirements of the Harris County Flood Control District. The engineer or architect who prepares the site plans will provide such additional information or documentation as is required by the Harris County Permit Office, in order that a permit may be issued. The development of each Lot shall not exceed any detention requirements of the Harris County Flood Control District.

After completion of site improvements, the owner of the lot shall notify the engineer or architect retained by the owner to prepare the site plans in order that a final inspection can be performed. Modifications to the site after plan approval by the engineer or architect who prepared the plans, and after issuance of the permit by Harris County, will not be allowed, and shall be considered a violation of these Restrictive Covenants.

All primary residences shall face the front of the lot toward Hunters Creek Way. The width of each home must be at least sixty (60) feet. Plans for all structures and improvements to be built on a lot and for private swimming pools must be approved in advance by the Architectural Control Committee, as elsewhere provided in this instrument and in the Architectural Control Guidelines which are referred to in paragraph 39 hereof, as they may be amended from time to time. No above ground pools will be permitted other than temporary toddler pools under 18 inches high. Each lot owner must install his own private water well and septic system that is in accordance with all government regulations.

A guest house or servants quarters are permitted for bona-fide servants or immediate family (non rent-paying) purposes. Construction plans for a guest house or servants quarters shall be submitted for approval to the Architectural Control Committee, and must be submitted simultaneously with the construction plans for the primary residence. The guest house or servants quarters must be constructed with architectural similarity to the primary residence. The guest house or servants quarters may not be constructed prior to construction of the primary residence. The owner of a lot may temporarily reside in the completed guest house or servants quarters only during construction of the primary residence, but only if (i) the owner submits an advance to the Architectural Control Committee the plans and specifications for construction of the guesthouse or servants quarters and the primary residence, all permits required by Harris County, Texas and a fully executed and acknowledged Consent and Agreement of Homeowner form which is attached hereto as Exhibit "D" and incorporated herein by reference, (ii) the plans for the guesthouse or servants quarters and the primary residence are approved in advance by the Architectural Control Committee, (iii) the location of the guesthouse or servants quarters will be behind or to the side of the planned location of the primary residence, (iv) actual construction of the guesthouse or servants quarters and the primary residence and of either (a) the permanent building which contains the residential living area or (b) the residential living area within an existing permanent building, begins simultaneously and (v) such construction of the guesthouse or servants quarters and the primary residence continues on a regular, consistent and diligent basis. Therefore, no person may reside on a lot unless construction of the primary residence has begun. The requirement that the guest house or servants

quarters must not be constructed prior to the beginning of construction of the primary residence shall be enforceable by injunctive relief and such other remedies as may be available under Texas law.

All entries, driveways, sidewalks, circle driveways, etc. which cross drainage ways will be across an approved culvert as determined by Harris County or other governmental authority having jurisdiction. No owner may disturb the drainage or water flow of the Subdivision by blocking or impeding it in any manner. Furthermore, it is the lot owner's responsibility to maintain and keep clean the drainage ways and culverts associated with his lot.

5. No building or structure shall be located on any lot nearer than one hundred (100) feet to the front lot line. No building or permanent structure of any kind shall be located on any lot nearer than fifty (50) to the side lot lines or rear lot lines.

A non-exclusive roadway easement for ingress to and egress from all lots in Hunters Creek, as well as an easement for drainage and for utilities, is granted to all present and future owners of lots in Hunters Creek. Said easement is located over, across and under a ninety (90) foot wide tract of land, with the centerline of said easement being described by metes and bounds on the attached Exhibit "A". Additionally, an easement ten (10) feet in width for drainage purposes and for public utilities is reserved along and adjacent to the boundary lines of all lots in this Subdivision. Such easements may be used for installation and maintenance of utilities and drainage facilities. Developer may alter, make additions or deletions to any easements as may be necessary for the development of the Subdivision, for efficiency and/or for the comfort or necessity of providing services to the other lot owners without written or oral consent of the lot owner. Developer reserves the right of ingress and egress for itself, its agents and any governmental or utility representative to repair, maintain and/or install equipment necessary to provide services to any lot owner. In the case of any owner who acquires two or more lots in the Subdivision with the intent of building only one residence, such owner may file a notice in the Real Property Records of Harris County, Texas of such intent, and in that case, the ten (10) foot wide easements reserved hereby will only apply to the perimeter of the combined lots. Provided, however, if there are any existing drainage or utilities affecting the interior lot lines of the combined lots at the time a statement of intent to combine lots is filed, the owner of the combined lots must relocate such drainage facilities or utilities to the perimeter of the combined lots at such owner's sole expense.

An easement thirty (30) feet in width for drainage purposes is reserved along a portion of the common property line between Lots 17 and 18. Said easement is more particularly described by metes and bounds on Exhibit "B" attached hereto and made a part hereof for all purposes. Such easement may be used for installation and maintenance of drainage facilities. Developer may alter, make additions or deletions to any easements as may be necessary for the development of the Subdivision, for efficiency and/or for the comfort or necessity of providing services to the other lot owners without written or oral consent of the lot owner. Developer reserves the right of ingress and egress for itself, its agents and any governmental or utility representative to repair, maintain and/or install equipment necessary to provide services to any lot owner. In the case of any owner who acquires both Lot 17 and Lot 18 with the intent of building one residence, said drainage easement shall remain in effect and shall not apply to the perimeter of the combined lots.

6. No business or commercial structure of any kind or nature whatsoever shall be built on any portion of the Subdivision, except as provided in Paragraph 3 hereinabove.

7. No noxious or offensive activity may be carried on or conducted in the Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners.

8. The construction of the primary residence on a lot shall continue on a regular, consistent and diligent basis and shall be completed within twelve (12) months after the pouring of the slab or installation of the foundation. All other exterior improvements, including garages, servants quarters, guest houses, barns, permanent storage buildings, driveways, sidewalks, culverts, fencing, livestock pens, arenas, required lighting, and mailboxes, must continue on a regular, consistent and diligent basis and must be completed within one hundred twenty (120) days after the earlier to occur of (a) pouring of the slab or installation of the foundation, or (b) the start of construction of each such exterior improvement. The front yard of a lot must be landscaped within one hundred eighty (180) days after completion of construction of the primary residence on the lot.

9. No building material of any kind or character shall be placed or stored upon any lot until the owner is ready to commence improvements and then such material shall be placed within the property lines on the lot or parcel of land upon which improvements are to be erected, and shall not be placed on the streets or between the curb and property line.

10. No sign of any kind shall be displayed to public view on any lot or building except one sign of no more than six (6) square feet in area advertising the merits of the property for sale or rent. The Developer or the Association shall have the right (but not the obligation) to remove any sign, billboard or other advertising structure or device which is placed on any lot or home in violation of this Paragraph and shall be entitled to assess the owner and recover all costs of such removal from the owner. During the construction and sales period of the lots, the Developer may use other signs and displays to advertise the merits of the lots for sale or rent, until such time as Developer has sold all lots owned by it in the Subdivision.

Signage identifying the builder's company name and phone number may be placed on the lot where he or she had contracted to build a home. The sign may not be any larger than six (6) square feet in size. The sign may be placed on the lot in an attractive manner (not nailed to a tree) no earlier than the closing of the interim financing or 4 weeks prior to construction and must be removed no later than one week after occupancy. Subcontractors, such as pool contractors, electricians, plumbers, etc., may not erect signs during construction.

No "For Sale" signs may be placed on any unimproved lot within two years from the date of purchase from Developer. Signs no more that 6 square feet may be placed on a lot improved with a residential structure offering to it for sale by owner or owner's agent. The Association may display signs at the common areas describing rules, hours, and other instructional information as deemed necessary.

11. Lot owners shall at all times maintain the Subdivision in a healthful, sanitary, neat and presentable condition. No trash, garbage, waste matter or debris of any kind shall be dumped or permitted to accumulate on said property. Prior to trash disposal and removal, trash, garbage, or other waste shall be temporarily kept in adequate containers which shall be maintained in a clean and sanitary condition and screened by adequate planting or fencing so as to conceal them from the public view. Lot owners shall mow, trim and remove weeds along the front of their lot near Hunters Creek Way.

12. Each lot owner is bound and obligated through the purchase of any lot, to maintain the same and any improvements thereon, at his expense, in a safe, neat and attractive condition and otherwise in compliance with these Restrictive Covenants. Additionally, owners are to mow and maintain ditches and easements in front, behind, and/or on the side of their lot to the street or adjoining lot or land. In the event that an owner should, in the opinion of the Developer or the Association, fail to comply with these Restrictive Covenants, Developer or the Association may (but are not obligated to) notify such owner in writing of such non-compliance. In the event such owner shall fail to eliminate any objectionable, detrimental or unattractive condition and otherwise fully comply with these Restrictive Covenants within fifteen (15) days after receipt of written notice from Developer or the Association, Developer or the Association shall have the right and power (but not the obligation) to enter upon such owner's property and perform any or all acts necessary to comply with these Restrictive Covenants. The owner shall be liable for the expenses incurred by Developer or the Association in such event shall be payable by such owner on demand and shall be secured by a lien in the same manner as the maintenance charge assessed against said property, as hereinafter provided. In the exercise of the aforementioned power neither the Developer nor the Association shall not be liable, and are hereby expressly released from any liability for trespass or other cause of action in connection with, or arising from such action.

13. No lot may be used for the commercial breeding of poultry, goats, sheep, pigs, pot belly pigs or swine. No lot owner may maintain more than one large animal (horses, donkeys or cows), or two miniature animals (horses, donkeys or cows) per acre contained within the owner's lot, excluding one acre for the residence. Except as specifically set forth below, no sheep, goats, pigs, pot belly pigs, hogs, or swine may be kept on any lot except temporarily, for a period not to exceed one year, and only as part of a bonafide FFA, 4-H or other youth organization project for a youth who permanently resides on the lot. For any FFA, 4-H or other youth organization livestock project, no more than two (2) animals may be kept on a lot per youth involved in such project. A lot owner may keep not more than five (5) in the aggregate of chickens or turkeys on his lot for every ten (10) acres owned, but only if all chickens and turkeys are in an enclosed area and not allowed to roam.

Guinea fowl, peacocks and other noisy fowl are prohibited. Dangerous exotic animals are prohibited, including, by way of example only, and without limitation, tigers, lions, leopards, panthers, mountain lions and bears. If owners of a majority of the lots within the Subdivision vote to allow an owner to have an exotic animal which is not dangerous to people or to pets, then the Board of Directors may grant a variance in favor of such owner, as long as such exotic animal is kept in a fenced area or pen and not allowed to roam on any lot. Nothing herein contained shall ever be construed so as to permit the keeping of animals and pets where such keeping (a) is or may become a nuisance or noxious to the occupants of neighboring property, (b) is or may become a hazard to the health, welfare and well being of the community, or (c) the number of pets or animals is unreasonable in relation to the size of the lot, as determined by the Board of Directors of the Association. All pets must be kept in a fenced area or on a leash or chain and are not permitted to roam. The Association has the right to adopt rules and regulations concerning the keeping of animals in the Subdivision and means to enforce such. At all times, owners of dogs and cats must be able to exhibit current rabies vaccination documentation from a licensed veterinarian.

14. No cess pools shall be dug or permitted on any part of the Subdivision. Individual ponds may be constructed on a lot so long as they are maintained so as not to become stagnant and do not interfere with the existing or planned drainage of the Subdivision.

15. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

16. No repair work, dismantling or assembling of motor vehicles or any machinery or equipment shall be done in any street or in areas visible from the street or adjoining properties. Any repair work that is performed shall be completed promptly. Inoperable or junk motor vehicles or machinery shall not be permitted on any lot, irrespective of whether such vehicle or machinery is visible from the street or adjoining properties.

17. The Association has the right to adopt rules and regulations concerning the use of unlicensed motor cycles, go-carts and similar motorized vehicles and may at its discretion eliminate their use if such operation creates a safety hazard, excessive noise or annoyance to the owners. No boat, luggage trailer, travel trailer, cattle trailer, or any other trailer, or motor home is to be parked on any tract for more than forty-eight (48) hours unless said trailer or vehicle is stored in an enclosed garage, barn, car port or designated storage area behind the house, or out of sight from the road and adjoining property owners.

18. No pistol, rifle (including gun or air rifle), shotgun or any other firearm or fireworks or bow and arrow or any other device capable of killing or injuring or causing property damage shall be discharged on any part of the Subdivision except that a pistol may be discharged for protection of person or livestock.

19. Any fences may be installed only with prior written approval of the Architectural Control Committee referred to in Paragraph 21 hereinafter. Except for dog runs discretely located behind the primary residence on a lot, no chain link fences will be permitted elsewhere on any lot in this Subdivision. Fencing along the common road in front of the residence must be constructed of white vinyl three rail fence. 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 fencing shall be maintained in a neat repaired manner.

20. No building or other improvements including without limitation, home, patio, decking, storage building, alterations, driveways, sidewalks, fences and outdoor lighting, shall be commenced, constructed, erected, placed or maintained on any lot nor shall exterior addition to or alteration therein be made, unless and until (i) a preliminary site plan showing all dimensions, locations of buildings, entries, lighting and driveways on the property have been submitted to and approved in writing by the Committee, as defined hereinafter, and (ii) the final working plans and specifications referred to hereinafter have been submitted to and approved in writing by the Committee. After the preliminary site plan has been approved by the Committee, the final working plans and specifications for the work shown on the preliminary site plan shall be submitted for approval by the Committee as to compliance with the provisions of these Restrictive Covenants. However, the final working plans and specifications shall not be commenced until the preliminary site plan has been approved. The final working plans and specifications shall specify, in such form as the Committee may reasonably require the nature, kind, shape, height, exterior color scheme, material, and locations of the proposed improvements or alterations thereto. The Committee shall have the right, free of charge, to retain one (1) copy of the final working plans and specifications. In the event the Committee fails to approve or disapprove the preliminary site plan within thirty (30) days after they have been submitted to the Committee for approval, approval thereof shall not be



required and the provisions of this Paragraph will be deemed to have been fully complied with. Where any lot owner has neglected to submit preliminary and/or final working plans and specifications for approval, failure of the Committee to exercise the powers granted by this provision shall never be deemed a waiver of the right to do so either before or after a building or other improvement on any lot, or any exterior addition to or alteration thereof, has been completed.

Where not otherwise specified herein, the Committee shall have the right to specify reasonable requirements for each building site as follows: tree removal and preservation, foundation, garage orientation, lighting, mailboxes (all of which must be of brick), building materials, siding and trim, and building design. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements of architectural design requirements or quality, in the Committee's judgment.

21. The Architectural Control Committee (herein referred to as "Committee") shall be composed of up to three(3) members to be elected by the members of the Association in accordance with the Bylaws, as they may be amended from time to time. As described in the Bylaws, any member or members of the Committee may be removed, and a new member or members may be elected in the event of the removal, death, incapacity, or resignation of any member of the Committee. A Successor to a member of the Committee shall have all of the duties and possess all of the powers of the member he replaces. A majority of the Committee may designate a representative to act for it and to perform any function which the Committee as a whole could perform, provided that the appointment or removal by the Committee of such a representative shall be by instrument in writing which shall be filed of record in the Official Public Records of Real Property of Harris County, Texas. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to these Restrictive Covenants. If the Committee desires to retain a property management company to assist in the review of construction or design plans, the hiring of such property management company and any fee to be paid to such property management company must be approved by an affirmative vote of a majority of the owners of lots within the Subdivision. The Committee's approval of plans and specifications shall be in writing and shall be signed by at least two (2) members of the Committee or by the duly designated representative of the Committee.

The Committee, as well as other owners of lots in the Subdivision, shall further have the authority to enforce any and all of the covenants and conditions set forth in these Restrictive Covenants against any person or persons violating or attempting to violate the same, and in furtherance of the foregoing, and not by the way of limitation, the Committee may institute proceedings at law or in equity to restrain violation of these Restrictive Covenants and to recover damages for the breach of violation thereof and attorney's fees in connection with the enforcement of these Restrictive Covenants.

22. Invalidation of any one or any part of these Restrictive Covenants by judgment or court order shall not affect any of the other provisions or parts of provisions which shall remain in full force and effect.

23. No member of the Committee, nor their heirs, successors or assigns shall be liable in damages to anyone submitting plans for approval, or to any owner or lessee of land affected by these Restrictive Covenants by reason of mistake in judgment, negligence or nonfeasance arising out

of or in connection with the approval or disapproval or failure to approve any such plans or in connection with consenting or failing to consent, approving or failing to approve any matter with respect to which the Committee may have authority under the terms hereof. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every owner or lessee of said property agrees, by acquiring title thereto, or a leasehold interest therein, that he will not bring any action or suit against the Committee, or any member of the Committee, their respective heirs, successors and assigns, to recover any such damages. The Committee may approve or disapprove any plan submitted and this decision is final for whatever reason. Although reason(s) for disapproval shall be stated, they may approve in whole, in part, conditionally approve, or reject.

24. The Architectural Control Committee shall adopt rules and regulations governing the installation and use of exterior television or radio antennas, which rules and regulations will comply with applicable regulations issued by the Federal Communications Commission and other appropriate governmental agencies. Antenna, as used within this paragraph, includes satellite dishes. Antennas shall be 39.4 inches (1 meter) or less in diameter. Larger antennas are prohibited. If good reception is available, then an antenna on a lot shall be placed within the attic area of the primary residence or of an out building in order that such antenna will not be visible. If adequate reception is not available from such location, then with the prior written approval of the Architectural Control Committee as to the location of the antenna, the antenna may be placed in another location on the lot which is screened from the view of adjoining lot owners and from Hunters Creek Way.

25. Electric service to the Subdivision shall be provided by Reliant Energy/Houston Lighting & Power Company (the "Electric Company"). Developer has granted necessary easements to the Electric Company providing for the installation, maintenance and operation of its electric distribution system. The electric service to each dwelling unit shall be uniform in character and shall be exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

26. Every owner of a lot shall be a member of Hunters Creek Homeowners Association, Inc., a Texas non-profit corporation (the "Association"). Membership shall be appurtenant to and may not be separated from ownership of any lot. Any lienholder who acquires title to any lot shall thereupon become a member of the Association.

The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all owners of lots, with the exception of the Developer, and shall be entitled to one vote for each lot owned. The vote of any lot owned by more than one person shall be exercised as they among themselves determine, or, in the absence of such determination, by a majority of such persons or entities, but in no event shall more than one vote be cast with respect to any lot.

CLASS B. The Class B member shall be the Developer, and its successors, and shall be entitled to five (5) votes for each lot owned. The Class B membership shall be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) The total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership, or

(b) August 13, 2002

The purpose of the Association in general is to protect the general scheme of the development as evidenced by these Restrictive Covenants and to provide for and promote the health, safety, and welfare of the Owners, to set and collect the annual maintenance fund assessments and other fees or assessments and to administer said funds, to provide for the maintenance, repair, construction, preservation, upkeep, and protection of the common areas and facilities in the Subdivision and such other purposes as are stated in these Restrictive Covenants.

All of the privileges of membership, including voting rights and the use of the common facilities, are subject to: 1) being current in all assessments and fees established by the Association, and 2) being in compliance with the covenants, rules, and restrictions within these Restrictive Covenants and with any Rules and Regulations published by the Association, as they currently exist or may be amended from time to time. Any member failing to meet one or both conditions may be denied their privileges of membership.

Voting by the Board of Directors, Architectural Control Committee and by the Members of the Association shall be in accordance with the Bylaws of the Association, as they may be amended from time to time.

The Articles of Incorporation and By-Laws of the Association, along with these Restrictive Covenants shall establish the existence and authority of the Association. Such documents, as originally drawn by the Declarant may be duly amended from time to time according to the conditions specified in each document. The Association shall maintain the books, records and papers of the Association in a neat, orderly and organized fashion which shall be subject to inspection by Members of the Association as provided for in the By-Laws of the Association and in the Texas Non-Profit Corporation Act. The books, records and papers of the Association shall document the policy resolutions, administrative resolutions, special resolutions, and general resolutions in a manner that will provide for 1) referencing the actions of the Association over a period of years, 2) establishing a consistency in Board actions, and 3) for protecting the Owners from capricious and arbitrary actions by the Board.

No Director or Committee Member shall be entitled to any compensation for serving as a Director or as a Committee Member. However, all Directors and Committee Members shall be entitled to reimbursement for actual out-of-pocket, documented expenses incurred in the course of their duties. All reimbursements shall be made as a general expense payable out of the Maintenance Fund. The structure of the Association shall consist of a Board of Directors and an Architectural Control Committee, along with any other Committees that may be established from time to time by the Members of the Association in accordance with the Bylaws. The Bylaws shall describe the powers and duties of the Board of Directors, how the Board of Directors are elected and removed, and the manner in which directors meetings shall be conducted. The Bylaws shall provide similar provisions for the Architectural Control Committee.

A. **BOARD OF DIRECTORS.** As more specifically provided in the Bylaws, the Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and as provided by law and may do all acts and things as are not by the Bylaws directed to be done and exercised by the members.

- B. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall operate under the provisions of these Restrictive Covenants and the Bylaws and shall be responsible for the review of all plans for any improvement to be constructed within the Subdivision which is subject to these Restrictive Covenants. The Architectural Control Committee shall also be responsible for monitoring compliance with the provisions of these Restrictive Covenants which deal with construction of improvements on a lot, with compliance with the Architectural Control Guidelines described in paragraph 39 below, and may instigate any action necessary to bring about compliance concerning construction of improvements on a lot in accordance with these Restrictive Covenants and the Architectural Control Guidelines.

In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the duties and powers of the Board shall normally include, but shall not be limited to, the following:

- A. The right of the Association acting through the Board to carry on all legal business functions and exercise all of the powers of a Texas non-profit corporation, subject only to such limitations as are expressly set forth in the Articles of Incorporation, the Bylaws or in these Restrictive Covenants, including but not limited to the right to own, sell, grant, convey, lease, mortgage, or dedicate to any individual entity, or utility, any portion of or rights pertaining to any common areas, roads, or easements in favor of the Association; or to construct, purchase, lease, or contract for any additional property, facilities, equipment, etc., subject to any limitations contained within the Articles of Incorporation, the Bylaws or in these Restrictive Covenants; or to borrow money for the purpose of constructing, improving, maintaining, or repairing said common areas or facilities, roads, or easements and in aid thereof to mortgage said property.
- B. The roads within the Subdivision will be maintained by the Association.
- C. All of the common areas, common facilities, and easements in favor of the Association shall be operated, managed, and maintained in good repair for the benefit and enjoyment of all of the Owners and the cost therefrom, including payments on any existing mortgages on the common area or facilities conveyed to the Association by the Declarant, shall be a common expense to be paid out of the Annual Maintenance Fund Assessment.
- D. The Board shall have the right to enforce the provisions of these Restrictive Covenants by any legal and appropriate means, whether specifically defined in these Restrictive Covenants or not, for the benefit and protection of the scheme of the development as evidenced by these Restrictive Covenants and as described in the Hunters Creek Architectural Control Guidelines.
- E. The Board shall annually prepare an operating budget and capital budget and therefrom compute the Annual Maintenance Fund Assessment to be charged against each Lot. The Board shall also have the right, subject to the provisions of these Restrictive Covenants, and with the approval of a majority vote of both classes of membership of the Association, to establish other fees or assessments that may from time to time be required or beneficial to the purposes of the Association, and the right to adopt procedures for the purpose of making,

billing, and collecting the Assessments, user fees, and charges provided for herein, provided that the procedures are not inconsistent with the provisions hereof.

- F. The Board shall have the right to hire or contract with any person or entity for the performance of various duties and functions including, but not limited to, the employment of a manger or management company to perform all or any part of the duties and responsibilities of the Association; provided, however, that if the Board intends to retain the services of a property management company, or to expend more than \$2,500.00 to one vendor within a twelve (12) month period, such action and expenditure must first be approved by a majority vote of both classes of membership of the Association.
- G. The Board shall have the right to delegate to Committees, officers, employees or agents any of its duties and powers except such powers which are nondelegable according to law. No such delegation, however, whether to a professional management company, the Architectural Control Committee or otherwise shall relieve the Board of Directors or the Association of its obligations to perform such delegated duty.

To the extent allowed by law, the Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by, or imposed upon, any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to other on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights which any officer or director, or former officer or director, may be entitled. The Association may, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

The Association, to the extent available, shall obtain and continue in effect in its own name the following types of insurance so long as such amounts or type of insurance coverage are not, in the good faith judgment of the Board, prohibitively expensive or no longer necessary or appropriate for the protection of the Properties, the Association and the Members:

Public liability, fidelity coverage, worker's compensation, officers' and directors liability insurance, and/or indemnity or other bonds shall be obtained and maintained where the Board shall deem necessary or beneficial to carry out the Association functions.

All of the cost, charges, and premiums for all insurance that the Board of Directors authorizes as provided herein shall be a common expense of all members and be a part of the Annual Maintenance Fund Assessment or a Special Assessment at the option of the Board. All insurance obtained by the Association shall be maintained by the Association for the benefit of the Association, the Owners and the Mortgagees as their interest may appear. As to each of said policies which will not be voided or impaired thereby, the Owners hereby waive and release all claims against the

Association, the Board, other Owners, the Declarant and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only. It shall be the duty of the Board of Directors annually to conduct an insurance review to determine if the policies in force are adequate to meet the needs of the Association and to satisfy the requirements of this Paragraph. Nothing shall be done or kept in the Subdivision which would result in the cancellation of insurance or increase the rate of insurance on any property insured by the Association without the express written approval of the Board.

The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours, and copies of all or any part of these Restrictive Covenants, or other documents pertaining to the business of the Association, shall be made available to all Members and any other person or entity having a valid interest in the Subdivision upon the request of such party. The Association shall have the right to charge reasonable fees for providing copies of said documents.

27. (a) The Developer, subject to the provisions of Subsection (b) of this Paragraph 27, for each lot owned within the Subdivision, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree as a covenant running with the land and Property to pay to the Association: (1) annual assessments or charges; and (2) special assessments or charges as may be approved by a majority vote of both classes of membership of the Association, such assessments to be fixed, established, and collected as hereinafter provided. With an affirmative majority vote of both classes of membership of the Association, the Association may pass a special assessment which may be paid by the Members of the Association in a lump sum payment or by a series of payments as determined by the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the common area, establishing a reserve fund for future expenses which may be incurred by the Association and for such other purposes as the members of the Association may approve. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the lot and shall be secured by a continuing lien upon the lot against which each such assessments is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, also shall be the personal obligation of the owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them. No owner shall be personally liable for any assessment made or becoming due and payable after his ownership terminates, provided the Association is given prior notice of such change of ownership, which notice must specify the name and address of the new owner.

(b) No lot owned by Developer shall be subject to any annual assessment or special assessment while it is owned by Developer unless and until a dwelling unit has been built thereon and six (6) months have expired since the substantial completion of such dwelling unit or the dwelling unit has been permitted to be occupied, whichever occurs first. It shall be the duty of each builder to notify the Association at the time a dwelling unit has been substantially completed or permitted to be occupied. The term "substantial completion" as used herein shall mean that the residence is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected or adjusted. It shall also be the duty of each builder to notify the Association at the time a lot is sold. The term "builder" for the purposes of these Restrictive Covenants is defined as any

person, firm, corporation or other entity who is engaged in the business of building houses for sale or rental purposes, and not for his or its personal use or occupancy . Whenever a lot owned by Developer becomes subject to assessment as provided for in this subsection, such lot shall then be treated and assessed as any other lot in this development which is subject to assessment.

(c) The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Subdivision, including the improvement and maintenance of all common areas, streets, paths, esplanades and easements and vacant lots and also providing for lighting and fogging, establishing a reserve fund and doing any other thing necessary or desirable in the opinion of the Association to maintain or improve the Subdivision.

(d) Commencing January 1, 1997, the annual assessments shall be fixed at \$250.00 per lot.

(i) From and after January 1, 1997, the maximum annual assessment may be increased by the Association effective January 1 of each year by not more than fifteen percent (15%) above the maximum assessment for the previous year, without a majority vote of both classes of membership of the Association.

(ii) From and after January 1, 1997, the maximum annual assessment may be increased above the amount hereinabove authorized in subsection (i) only by the affirmative vote of at least fifty-one percent (51%) of the votes of both classes of members of the Association who are voting in person or by proxy at the annual meeting or at a special meeting duly called for the purpose of increasing the annual assessment.

(iii) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(iv) The Board of Directors may decrease the annual assessment without ratification by or assent of the members of the Association.

(e) Annual assessments shall be collected on an annual basis and must be fixed at uniform rates for all lots.

(f) Except as otherwise herein provided, as to each lot, the annual assessment shall commence on January 1, 1997. Written notice of the annual assessment shall be sent as provided in the Bylaws to every owner subject thereto. Annual assessments shall be due and payable on January 31 of each calendar year for which the assessment is owed. Lots purchased at any time will be subject to prorated annual assessments due and payable at the time of purchase.

(g) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum non-usurious rate of interest per annum then allowable under the laws of the State of Texas, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the lot. Such lien may be enforced judicially or by non-judicial foreclosure of the lien affecting the defaulting owner's lot by power of

sale, which power of sale is granted by each lot owner to the Association and retained by the Association, in like manner as a deed of trust on real property upon compliance with Chapter 51 of the Texas Property Code, and such other applicable provisions of Texas law, as the same may be amended from time to time.

(h) In the event of a default hereunder, the owner also shall be required to pay the costs and expenses of legal proceedings and all reasonable attorney's fees. The Association shall have the power to purchase the lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same. Each owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such owner personally for the collection of unpaid assessments, collection costs and attorney's fees, as a debt.

(i) The annual assessment and the special assessments, as hereinabove provided for, shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each lot and all improvements thereon, for the benefit of the Association. The liens securing the assessments provided for herein shall be subject and subordinate to (i) all liens for taxes or assessments levied by the City, County and State Governments or any political subdivision or special district thereof, and (ii) all liens (including vendor's liens, deeds of trust, mortgages and other security instruments) securing any loan for any part of the purchase price of a lot and/or any improvements thereon and filed of record prior to the date when such charges and assessments become due and payable. No foreclosure or conveyance in lieu of foreclosure shall relieve the transferee from liability for any assessment thereafter for the lien herein granted, and the personal obligation of the foreclosed or transferring owner shall not be extinguished by any foreclosure or transfer.

(j) The annual and special assessment charge shall be a covenant running with the land and Property. Such charge and the lien created thereby are hereby assigned to the Association (without a recourse on Developer in any manner for payment of such charge) which will collect all such annual and special assessments, all other amounts owed as described herein and the Association will allocate and expend such funds. The judgment of the Association, its Board of Directors and its legal representatives in the expenditure of said funds shall be final so long as said judgment is exercised in good faith. This enumeration of the services for which assessments may be expended carries no obligation to furnish any of such services except to the extent of funds actually received by the Association. None of the Association, its Board of Directors, or any Director shall have any liability to any person or entity under any theory or circumstance for any error of judgment, action or inaction of the Association, its Board of Directors or any Director.

28. If any lot owner or their heirs or assigns shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for (but not the obligation of) the Developer or the Association, or their respective successor (s) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions by all remedies available under Texas law, including, without limitation, injunctive relief, and to recover damages or other sums for such violation, for the benefit of the Developer, the Association and their respective successor (s) and/or assign (s), or other owners, as their interests may appear. The Developer, the Association and their respective successor (s) and/or assign (s) may recover attorney's fees and other expenses in enforcing these Restrictive Covenants.



29. These covenants and restrictions shall run with the land and Property and shall be binding upon all subsequent owners, their heirs and assigns, and all persons or parties claiming under them, through August 13, 2022, at which time they shall be automatically extended for successive ten (10) year periods unless an instrument signed by seventy-five percent (75%) of the then owners of lots in the Subdivision covered by these Restrictive Covenants has been filed of record prior to the end of said twenty-five (25) year period, terminating these Restrictive Covenants. These Restrictive Covenants may be amended by an instrument signed by the owners of at least seventy-five percent (75%) of the lots covered by these Restrictive Covenants presently filed or as may be enlarged in the future. Any amendment must be recorded.

30. Developer reserves the right to assign or delegate all or any part of its rights or obligations hereunder to the Association, except the obligation of the Developer to pay maintenance assessments as provided in paragraph 27 of these Restrictive Covenants. Upon any such written assignment or delegation Developer shall be relieved of the rights and obligations so assigned or delegated. In the event that Developer no longer owns any portion of the Property for which Developer is not deemed to be an Owner, all rights and obligations of Developer hereunder, shall automatically transfer to and be assumed by the Association, and Developer shall automatically be relieved of same, without need of any written assignment or delegation, unless such written assignment or delegation is requested by the Association.

31. The Developer shall have the right to bring within the Subdivision any additional property which is adjacent or in reasonable proximity to HUNTERS CREEK Subdivision in its sole discretion. Any additions authorized under this Paragraph shall be made by filing of record a Supplemental Declaration of Restrictive Covenants with respect to the additional property, which shall extend these Restrictive Covenants (as therein modified) to such property, executed by the Developer. Such Supplemental Declaration shall impose annual maintenance charge assessment on the property covered thereby, on a uniform basis, which fairly relates to the maintenance charge and assessment imposed by these Restrictive Covenants, and may contain such additions to or modifications of these Restrictive Covenants (applying to the specific property covered thereby only) as may be designated in such Supplemental Declaration. Depending on the manner in which such additional lands are developed ultimately, the services provided by the Association which relate to HUNTERS CREEK and to all or portions of such additional lands may vary in value or in kind.

32. The singular wherever used herein shall be construed to mean the plural where applicable, the pronouns of any gender shall include the other genders, and the necessary grammatical changes required to make the provisions hereof applicable to individuals, corporations, trusts, partnerships, or other entities shall in all cases be assumed as though in each case fully expressed.

33. If these Restrictive Covenants or any word, clause, sentence, paragraph of other part thereof shall be susceptible of more than one or conflicting interpretations, then the general purposes and objectives of these Restrictive Covenants shall govern.

34. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any word, clause, sentence or provision appearing in these Restrictive Covenants shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

35. As long as the Developer owns at least one lot in the Subdivision, then the Developer shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these Restrictive Covenants by any instrument in writing duly signed, acknowledged, and filed of record for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein.

36. Any notice required to be sent to any Member or Owner under these Restrictive Covenants or the Bylaws which describes the date and time of a meeting of the Members, Board of Directors, Architectural Control Committee or special committee of the Association shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner, as the case may be, on the records of the Developer or Association at the time of such mailing. Notice shall also be deemed to have been properly given when notice is sent by facsimile transmission to a facsimile number provided in writing by an Owner to the Association, or by electronic mail, to an electronic mail address provided in writing by an Owner to the Association. Any notice to be sent to a Member or Owner under these Restrictive Covenants or the Bylaws, which requests corrective or remedial action, or requests payment of a delinquent amount owed to the Association, or for which there is a dispute concerning the matter which is the subject of such notice, shall be mailed, postage prepaid, by both certified mail, return receipt requested, and U. S. first class mail to the last known address of the person to whom the notice is addressed, according to the records of the Developer or Association at the time of such mailing.

37. The invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictive Covenants, or any part thereof, shall not affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

38. In the event the approval or consent of the Developer, Association, Architectural Control Committee or Board of Directors is required under these Restrictive Covenants, such approval or consent must be obtained in writing to be effective unless expressly provided to the contrary herein.

39. Reference is hereby made to those certain "Hunters Creek Architectural Control Guidelines", both narrative and graphic, issued and amended by Developer and/or the Architectural Control Committee from time to time, which describe the development objectives of Developer contemplated by these Restrictive Covenants and are incorporated herein for all purposes. Owner should obtain the "Hunters Creek Architectural Control Guidelines" from Developer and/or the Committee prior to commencement of plans and specifications for any improvements on any lot. The Hunters Creek Architectural Control Guidelines as currently adopted re attached to these Restrictive Covenants as Exhibit "C" and incorporated herein by reference. The Hunters Creek Architectural Control Guidelines may be amended by the Board of Directors, with notice to all Members, without amending these Restrictive Covenants. Once the Architectural Control Guidelines have been amended, they shall be recorded in the Office of the County Clerk of Harris County, Texas.


40. These Amended and Restated Deed Restrictions of Hunters Creek have been approved by the Members of the Association as evidenced by the signature of owners of more than 75% of the lots within Hunters Creek, meaning thirty one of thirty nine lots, which signatures



**SIGNATURE PAGE FOR THE  
AMENDED AND RESTATED DEED RESTRICTIONS FOR  
HUNTERS CREEK ESTATES SUBDIVISION  
HOCKLEY, HARRIS COUNTY, TEXAS**

The undersigned, being the record title owner(s) of a lot or lots within Hunters Creek Estates, a subdivision in Hockley, Harris County, Texas, which subdivision is recorded in the Office in 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, states that he/she/we have read the foregoing Amended and Restated Deed Restrictions for Hunters Creek Estates Subdivision, that he/she/we approve and are in favor of the Amended and Restated Deed Restrictions, and hereby approve of the recording of the foregoing Amended and Restated Deed Restrictions for Hunters Creek Estates Subdivision, in the Office of the County Clerk of Harris County, Texas.

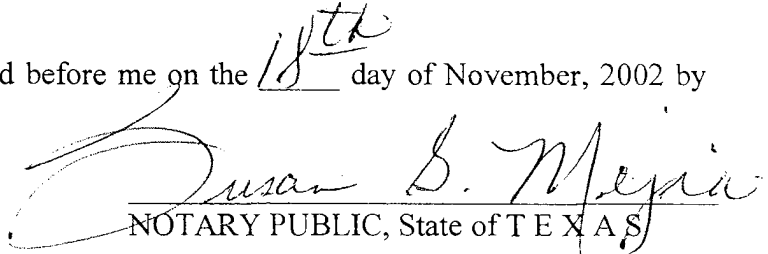
Lot(s) owned in Hunters Creek Estates:      Lots 1, 3, 4, 34, 35, 36, 37 & 38

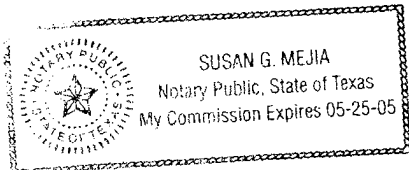
  
\_\_\_\_\_  
DAVID A. OLSEN

Date signed: November 18, 2002

STATE OF TEXAS            §  
   §  
COUNTY OF HARRIS      §

This instrument was acknowledged before me on the 18<sup>th</sup> day of November, 2002 by DAVID A. OLSEN.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of TEXAS



5551-24-000

**SIGNATURE PAGE FOR THE  
AMENDED AND RESTATED DEED RESTRICTIONS FOR  
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HOCKLEY, HARRIS COUNTY, TEXAS**

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Lot(s) owned in Hunters Creek Estates: Lot 2

Bill Ellison                      Colleen

Signature(s)

Bill Ellison                      COLLEEN ELLISON

Name(s) Printed

6.19.02

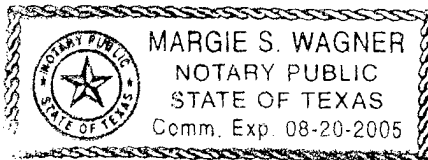
Date Signed

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 19 day of June 2002  
by Bill Ellison and Colleen Ellison.

Margie S. Wagner  
NOTARY PUBLIC, State of TEXAS



**SIGNATURE PAGE FOR THE  
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HUNTERS CREEK ESTATES SUBDIVISION  
HOCKLEY, HARRIS COUNTY, TEXAS**

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Lot(s) owned in Hunters Creek Estates: LOT 5, BLOCK 1

John Timothy Travis, Jr.  
Signature(s)

JOHN TIMOTHY TRAVIS, JR.  
Name(s) Printed

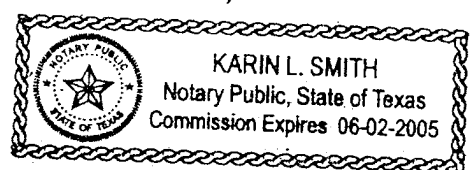
7-22-02  
Date Signed

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 22 day of July, 2002  
by John Timothy Travis, Jr.

Karin L. Smith  
NOTARY PUBLIC, State of TEXAS



**SIGNATURE PAGE FOR THE  
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HOCKLEY, HARRIS COUNTY, TEXAS**

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Lot(s) owned in Hunters Creek Estates:      Lot 7

  
TERRY TOLLEFSBOL

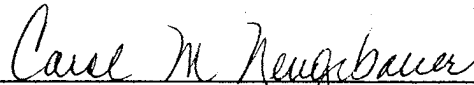
  
VICKIE TOLLEFSBOL

Date signed: 5-17, 2001

Date signed: 5-17, 2001

STATE OF TEXAS            §  
   §  
COUNTY OF HARRIS      §

This instrument was acknowledged before me on the 17<sup>th</sup> day of May, 2001 by TERRY TOLLEFSBOL.

  
NOTARY PUBLIC, State of TEXAS

STATE OF TEXAS            §  
   §  
COUNTY OF HARRIS      §

This instrument was acknowledged before me on the 17<sup>th</sup> day of May, 2001 by VICKIE TOLLEFSBOL.


  
NOTARY PUBLIC, State of TEXAS

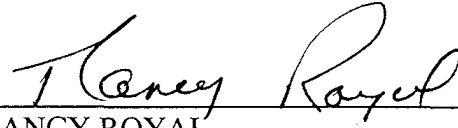
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**SIGNATURE PAGE FOR THE  
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HUNTERS CREEK ESTATES SUBDIVISION  
HOCKLEY, HARRIS COUNTY, TEXAS**

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Lot(s) owned in Hunters Creek Estates:      Lot 8

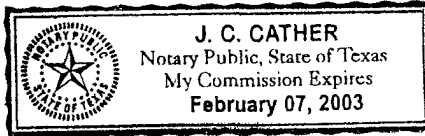
  
\_\_\_\_\_  
CLIFF ROYAL

  
\_\_\_\_\_  
NANCY ROYAL

Date signed: 2/26, 2001

Date signed: 2/26, 2001

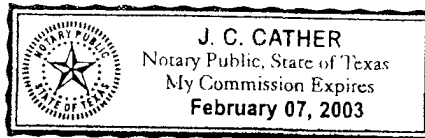
STATE OF TEXAS      §  
                                 §  
COUNTY OF HARRIS      §




This instrument was acknowledged before me on the 26<sup>th</sup> day of February, 2001 by CLIFF ROYAL.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of T E X A S

STATE OF TEXAS      §  
                                 §  
COUNTY OF HARRIS      §



This instrument was acknowledged before me on the 26<sup>th</sup> day of February, 2001 by NANCY ROYAL.

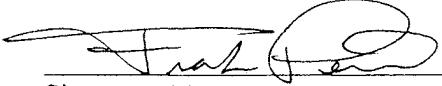

  
\_\_\_\_\_  
NOTARY PUBLIC, State of T E X A S



**SIGNATURE PAGE FOR THE  
AMENDED AND RESTATED DEED RESTRICTIONS FOR  
HUNTERS CREEK ESTATES SUBDIVISION  
HOCKLEY, HARRIS COUNTY, TEXAS**

The undersigned, being the record title owner(s) of a lot or lots within Hunters Creek Estates, a subdivision in Hockley, Harris County, Texas, which subdivision is recorded in the Office in 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, states that he/she/we have read the foregoing Amended and Restated Deed Restrictions for Hunters Creek Estates Subdivision, that he/she/we approve and are in favor of the Amended and Restated Deed Restrictions, and hereby approve of the recording of the foregoing Amended and Restated Deed Restrictions for Hunters Creek Estates Subdivision, in the Office of the County Clerk of Harris County, Texas.

Lot(s) owned in Hunters Creek Estates: 10 and 11

        
Signature(s)

Frank Pena      Michele Pena  
Name(s) Printed

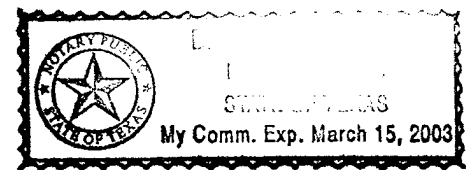
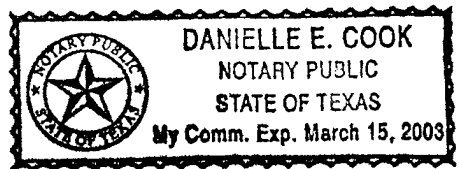
September 25, 2001  
Date Signed

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 25th day of September, 2001,  
by Frank Pena and Michele Pena.

  
NOTARY PUBLIC, State of TEXAS



**SIGNATURE PAGE FOR THE  
AMENDED AND RESTATED DEED RESTRICTIONS FOR  
HUNTERS CREEK ESTATES SUBDIVISION  
HOCKLEY, HARRIS COUNTY, TEXAS**

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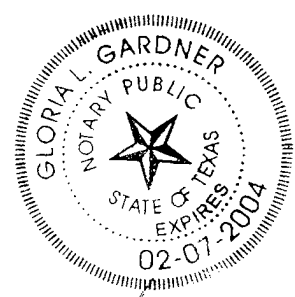
Lot(s) owned in Hunters Creek Estates: 13 & 14

Ryan Wroblewski Kathleen Wroblewski  
Signature(s)

Ryan Wroblewski + Kathleen Wroblewski  
Name(s) Printed

9/26/01  
Date Signed

STATE OF TEXAS  
COUNTY OF HARRIS



This instrument was acknowledged before me on the 26th day of September, 2001  
by Ryan Wroblewski and Kathleen Wroblewski

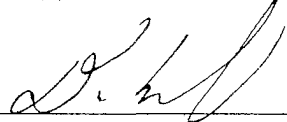
Gloria L. Gardner  
NOTARY PUBLIC, State of TEXAS

6661-22-899

**SIGNATURE PAGE FOR THE  
AMENDED AND RESTATED DEED RESTRICTIONS FOR  
HUNTERS CREEK ESTATES SUBDIVISION  
HOCKLEY, HARRIS COUNTY, TEXAS**

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Lot(s) owned in Hunters Creek Estates: Lot 15 and Lot 16

  
\_\_\_\_\_  
DEAN McMANN

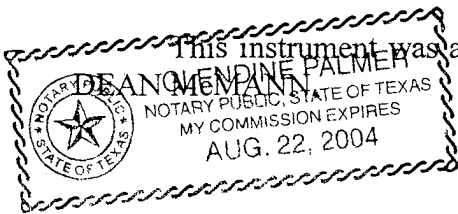
  
\_\_\_\_\_  
RONDA McMANN

Date signed: November 19, 2002

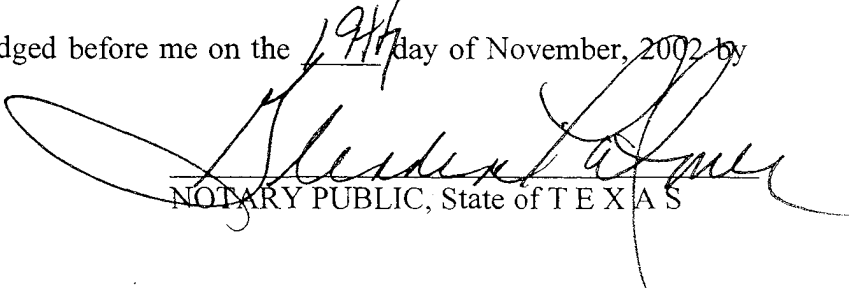
Date signed: November 21, 2002

STATE OF TEXAS §

COUNTY OF HARRIS §



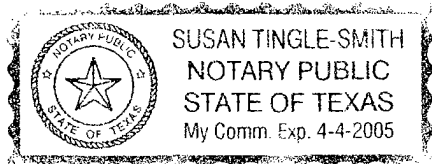
This instrument was acknowledged before me on the 19th day of November, 2002 by

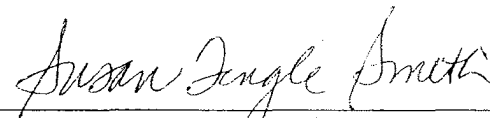
  
\_\_\_\_\_  
NOTARY PUBLIC, State of T E X A S

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 21st day of November, 2002 by  
RONDA McMANN.



  
\_\_\_\_\_  
NOTARY PUBLIC, State of T E X A S

568-77-2888

**SIGNATURE PAGE FOR THE  
AMENDED AND RESTATED DEED RESTRICTIONS FOR  
HUNTERS CREEK ESTATES SUBDIVISION  
HOCKLEY, HARRIS COUNTY, TEXAS**

The undersigned, being the record title owner(s) of a lot or lots within Hunters Creek Estates, a subdivision in Hockley, Harris County, Texas, which subdivision is recorded in the Office in 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, states that he/she/we have read the foregoing Amended and Restated Deed Restrictions for Hunters Creek Estates Subdivision, that he/she/we approve and are in favor of the Amended and Restated Deed Restrictions, and hereby approve of the recording of the foregoing Amended and Restated Deed Restrictions for Hunters Creek Estates Subdivision, in the Office of the County Clerk of Harris County, Texas.

Lot(s) owned in Hunters Creek Estates: Lot 17

[Signature] Julia U. Brister  
Signature(s)

Scott Brister Julia U. Brister  
Name(s) Printed

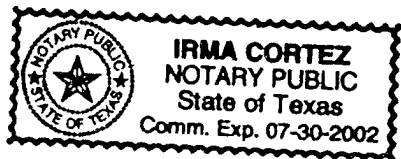
October 1, 2001  
Date Signed

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 1<sup>st</sup> day of October, 2001  
by Scott Brister and Julia Brister


[Signature]  
NOTARY PUBLIC, State of TEXAS



**SIGNATURE PAGE FOR THE  
AMENDED AND RESTATED DEED RESTRICTIONS FOR  
HUNTERS CREEK ESTATES SUBDIVISION  
HOCKLEY, HARRIS COUNTY, TEXAS**

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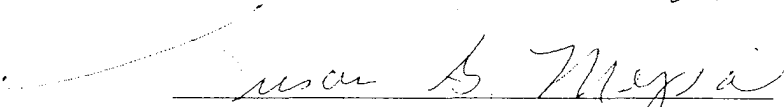
Lot(s) owned in Hunters Creek Estates:      Lot 18, 19 and 20

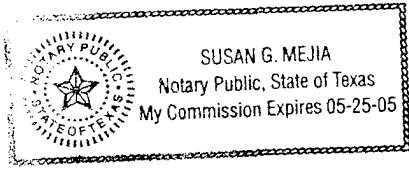
  
\_\_\_\_\_  
DAVID OLSEN

Date signed: 2/4/ 2002

STATE OF TEXAS      §  
   §  
COUNTY OF HARRIS      §

This instrument was acknowledged before me on the 4 day of February, 2002 by DAVID OLSEN.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of T E X A S



2002-11-09 5:00:77-2002

**SIGNATURE PAGE FOR THE  
AMENDED AND RESTATED DEED RESTRICTIONS FOR  
HUNTERS CREEK ESTATES SUBDIVISION  
HOCKLEY, HARRIS COUNTY, TEXAS**

The undersigned, being the record title owner(s) of a lot or lots within Hunters Creek Estates, a subdivision in Hockley, Harris County, Texas, which subdivision is recorded in the Office in 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, states that he/she/we have read the foregoing Amended and Restated Deed Restrictions for Hunters Creek Estates Subdivision, that he/she/we approve and are in favor of the Amended and Restated Deed Restrictions, and hereby approve of the recording of the foregoing Amended and Restated Deed Restrictions for Hunters Creek Estates Subdivision, in the Office of the County Clerk of Harris County, Texas.

Lot(s) owned in Hunters Creek Estates:      Lot 24

  
\_\_\_\_\_  
DAN SODERSTEN

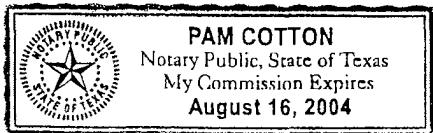
  
\_\_\_\_\_  
SANDRA SODERSTEN

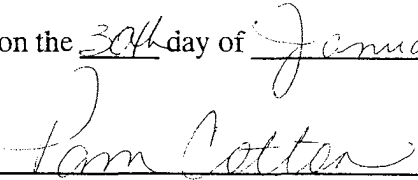
Date signed: Jan 30, 2001

Date signed: Jan 30, 2001

STATE OF TEXAS      §  
   §  
COUNTY OF HARRIS      §

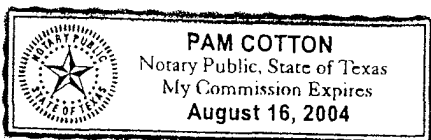
This instrument was acknowledged before me on the 30th day of January, 2001 by DAN SODERSTEN.

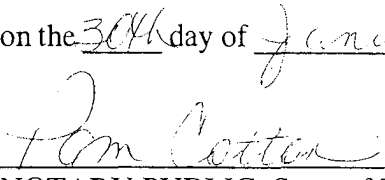


  
\_\_\_\_\_  
NOTARY PUBLIC, State of TEXAS

STATE OF TEXAS      §  
   §  
COUNTY OF HARRIS      §

This instrument was acknowledged before me on the 30th day of January, 2001 by SANDRA SODERSTEN.



  
\_\_\_\_\_  
NOTARY PUBLIC, State of TEXAS

**SIGNATURE PAGE FOR THE  
AMENDED AND RESTATED DEED RESTRICTIONS FOR  
HUNTERS CREEK ESTATES SUBDIVISION  
HOCKLEY, HARRIS COUNTY, TEXAS**

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Lot(s) owned in Hunters Creek Estates:      Lot 25

William D Edwards  
WILLIAM EDWARDS

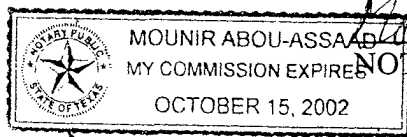
Jennifer Edwards  
JENNIFER EDWARDS

Date signed: 8/17, 2001

Date signed: 8/17, 2001

STATE OF TEXAS      §  
   §  
COUNTY OF HARRIS      §

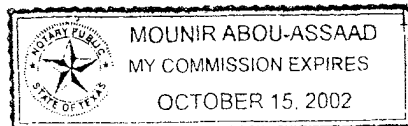
This instrument was acknowledged before me on the 17<sup>th</sup> day of August, 2001 by WILLIAM EDWARDS.



Mounir M. Abou Assaad  
NOTARY PUBLIC, State of TEXAS

STATE OF TEXAS      §  
   §  
COUNTY OF HARRIS      §

This instrument was acknowledged before me on the 17<sup>th</sup> day of August, 2001 by JENNIFER EDWARDS.



Mounir M. Abou Assaad  
NOTARY PUBLIC, State of TEXAS

**SIGNATURE PAGE FOR THE  
AMENDED AND RESTATED DEED RESTRICTIONS FOR  
HUNTERS CREEK ESTATES SUBDIVISION  
HOCKLEY, HARRIS COUNTY, TEXAS**

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Lot(s) owned in Hunters Creek Estates:      Lot 26 and Lot 27

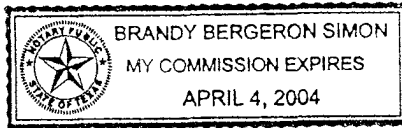
Michael F. Coco  
MICHAEL F. COCO

Catherine Coco  
CATHERINE COCO

Date signed: 5/14/01, 2001

Date signed: 5/14/01, 2001

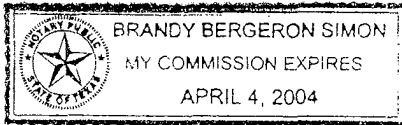
STATE OF TEXAS      §  
   §  
COUNTY OF HARRIS      §



This instrument was acknowledged before me on the 14<sup>th</sup> day of May, 2001 by MICHAEL F. COCO.

Brandy Bergeron Simon  
NOTARY PUBLIC, State of TEXAS

STATE OF TEXAS      §  
   §  
COUNTY OF HARRIS      §



This instrument was acknowledged before me on the 14<sup>th</sup> day of May, 2001 by CATHERINE COCO.

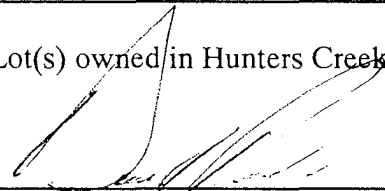
Brandy Bergeron Simon  
NOTARY PUBLIC, State of TEXAS

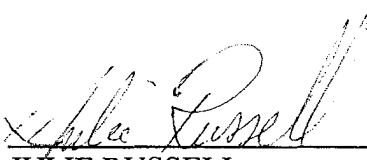


**SIGNATURE PAGE FOR THE  
 AMENDED AND RESTATED DEED RESTRICTIONS FOR  
 HUNTERS CREEK ESTATES SUBDIVISION  
 HOCKLEY, HARRIS COUNTY, TEXAS**

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Lot(s) owned in Hunters Creek Estates:      Lot 29

  
 \_\_\_\_\_  
 DARRELL J. RUSSELL

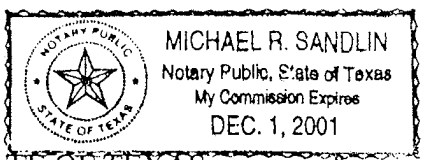
  
 \_\_\_\_\_  
 JULIE RUSSELL

Date signed: April 3, 2001

Date signed: April 3, 2001

STATE OF TEXAS      §  
                                  §  
 COUNTY OF HARRIS   §

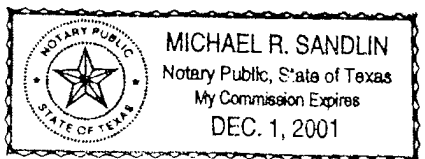
This instrument was acknowledged before me on the 3<sup>RD</sup> day of APRIL, 2001 by DARRELL J. RUSSELL.

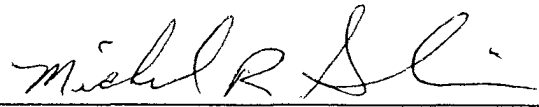


  
 \_\_\_\_\_  
 NOTARY PUBLIC, State of T E X A S

STATE OF TEXAS      §  
                                  §  
 COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 3<sup>RD</sup> day of APRIL, 2001 by JULIE RUSSELL.



  
 \_\_\_\_\_  
 NOTARY PUBLIC, State of T E X A S

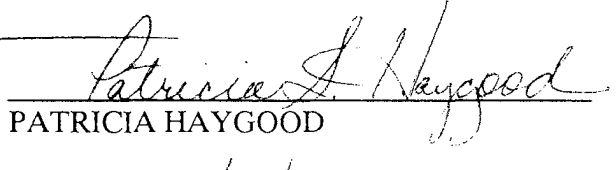
9882-11-895  
 568-77-2886

**SIGNATURE PAGE FOR THE  
 AMENDED AND RESTATED DEED RESTRICTIONS FOR  
 HUNTERS CREEK ESTATES SUBDIVISION  
 HOCKLEY, HARRIS COUNTY, TEXAS**

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Lot(s) owned in Hunters Creek Estates:      Lot 30

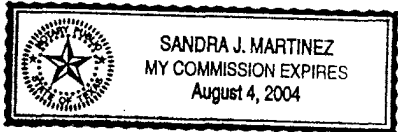
  
 ROBERT D. HAYGOOD

  
 PATRICIA HAYGOOD

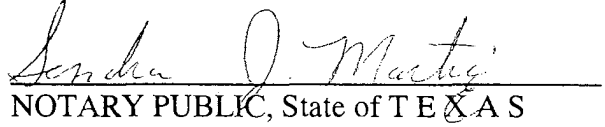
Date signed: 2/12, 2001

Date signed: 2/13/, 2001

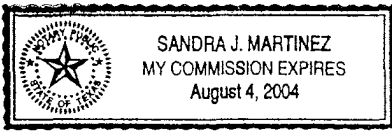
STATE OF TEXAS      §  
                                  §  
 COUNTY OF HARRIS   §



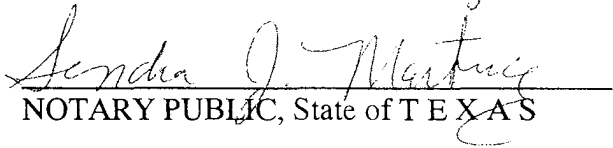
This instrument was acknowledged before me on the 13 day of February, 2001 by ROBERT D. HAYGOOD.

  
 NOTARY PUBLIC, State of TEXAS

STATE OF TEXAS      §  
                                  §  
 COUNTY OF HARRIS   §



This instrument was acknowledged before me on the 13 day of February, 2001 by PATRICIA HAYGOOD.

  
 NOTARY PUBLIC, State of TEXAS

568-77-2887

**SIGNATURE PAGE FOR THE  
AMENDED AND RESTATED DEED RESTRICTIONS FOR  
HUNTERS CREEK ESTATES SUBDIVISION  
HOCKLEY, HARRIS COUNTY, TEXAS**

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Lot(s) owned in Hunters Creek Estates: lots 31, 32, 33

*Everette M Woods*      *Daniel G Woods*

Signature(s)

Everette M Woods      DANIEL G WOODS

Name(s) Printed

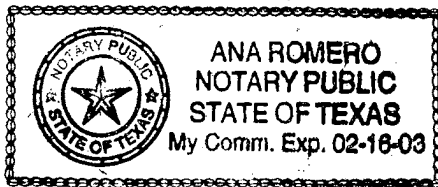
5/2/2002

Date Signed

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 2<sup>nd</sup> day of MAY 2002  
by Everette M. Woods and Daniel G. Woods.



*[Signature]*  
NOTARY PUBLIC, State of TEXAS

0002-21-095

**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. Eice, 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. Kuyper*

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

ANY PROMSION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time  
stated herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris  
County, Texas on

DEC 23 2002



*Beverly L. Kaufman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS