

**THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF REGENCY POINT**

WHEREAS, that certain instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Regency Point" (the "Declaration") was recorded in the Real Property Records of Montgomery County, Texas, under Montgomery County Clerk's File No. 8214686, which Declaration sets forth various covenants, conditions, and restrictions governing the use and occupancy of the following real property:

A 5.698-acre townhome subdivision of eighty-one (81) Lots to be known as "Regency Point" according to the map or plat thereof as recorded in Cabinet B, Sheet 125 of the Map records of Montgomery County, Texas; as modified by replat recorded in Cabinet C, Sheet 185-B of the Map Records of Montgomery County, Texas; and, as further modified by second replat recorded in Cabinet D, Sheet 104-A of the Map Records of Montgomery County, Texas.

WHEREAS, said Declaration was reconstituted and amended by that certain instrument dated December 4, 1990, and entitled "Amendment to the Declaration of Covenants, Conditions and Restrictions of Regency Point" (the "First Amended Declaration") recorded in the Real Property Records of Montgomery County, Texas, under Montgomery County Clerk's File No. 9053084, which instrument supersedes and takes the place of the provisions of the Declaration and sets forth additional covenants, conditions, and restrictions governing the use and occupancy of the Property; and

WHEREAS, the First Amended Declaration was amended by that certain instrument dated March 21, 1992; and entitled "Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of Regency Point" recorded in the Real Property Records of Montgomery County, Texas, under Montgomery County Clerk's File No. 9222976, which instrument replaced Article V, Section 5.02(a) regarding Class A Membership; and

WHEREAS, the Association wishes to subject newly acquired real property to the following covenants, conditions, and restrictions, which will govern the use and occupancy of the property attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the First Amended Declaration provides that such restrictions may be amended by an instrument signed by not less than fifty percent (50%) of the Owners of Lots in the Subdivision; and

WHEREAS, the Owners in the Subdivision desire that the restrictions filed for record at Clerk's File No. 9053084 of the Real Property Records of Montgomery County, Texas be amended, and the undersigned desire to hereby adopt the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Regency Point;

NOW, THEREFORE, all of the undersigned do hereby declare that the restrictions for the Properties as recorded at Clerk's File Nos. 8214686, 9053084 and 9222976 of the Real Property Records of Montgomery County, Texas are hereby amended by these restrictions and the hereinafter listed restrictions shall take the place of the previous restrictions, and all the Properties described herein shall be held, sold, and conveyed subject to the following easements, covenants, conditions, limitations and restrictions, which are for the purpose of protecting the value and desirability of and

which shall run with the Properties and shall be binding on all parties having any right, title, or interest in the Properties or any part thereof, and their heirs, successors, and assigns, and which easements, covenants, conditions and restrictions, shall inure to the benefit of each Owner thereof.

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.1. Articles of Incorporation** refers to the Articles of Incorporation of the Association.

**Section 1.2. Association** refers to the Regency Point Townhome Association, Inc., a Texas non-profit corporation, its successors and/or assigns.

**Section 1.3. Board or Board of Directors** means to the Board of Directors of the Association as elected in accordance with the Bylaws.

**Section 1.4. Bylaws** refers to the Bylaws of the Association, as same may be amended from time to time.

**Section 1.5. Common Area** means that portion of the Property owned by the Association for the benefit of and for the common use and enjoyment of all the Owners. The Common Area shall mean and refer to all of the Property, save and except the Lots as that term is defined in this Article.

**Section 1.6. Declaration** refers to the covenants, conditions, restrictions, easements, reservations, and stipulations that shall be applicable to and govern the improvement, use, occupancy, and conveyance of all the Lots in the Property set out in this instrument or any amendment thereto.

**Section 1.7. Deed Restrictions** have the same meaning as Declaration.

**Section 1.8. Documents** refer to the Articles of Incorporation, Bylaws, Declaration, and Rules and Regulations, as may be amended from time to time.

**Section 1.9. Lot or Lots** means any one or more of the lots reflected on the Plat on which is built or shall be built a townhome unit or patio home unit.

**Section 1.10. Member or Members** means all Owners of Units who are members of the Association as provided in Article II of the Deed Restrictions.

**Section 1.11. Owner** means the record owner, or designated representative of record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties.

**Section 1.12. Party Wall** means each shared wall which separates one unit from an adjacent unit.

**Section 1.13. Patio Homes** mean the free-standing units on Lots 41 through 50.

**Section 1.14. Person** means a natural person, a corporation, a partnership, or any other legal entity.

**Section 1.15. Plat** refers to the plat of Regency Point, being 5.698 acres as recorded in Cabinet D, Sheet 103-B and 104-A of the Map Records of Montgomery County, Texas, and such additions brought within the jurisdiction of the Association, including structures constructed thereon, more particularly described in the attached Exhibit "A".

**Section 1.16. Property** means all that certain real property described in the Plat.

**Section 1.17. Regular Assessment** means assessment, charge, fee, or dues that each Owner is required to pay to the Association on a regular basis and that are to be used by the Association for the benefit of the Subdivision in accordance with the original, extended, added, or modified restrictions.

**Section 1.18. Reimbursement Assessment** means a charge against a particular Owner and Lot for the purpose of reimbursing the Association for expenditures and other costs of the Association incurred in curing any violation, directly attributable to the Owner, for a violation of the Documents.

**Section 1.19. Rules and Regulations** refer to such rules and regulations as the Board may promulgate from time to time with respect to the Property, which may include reasonable provisions for the fines for violation of such Rules and Regulations.

**Section 1.20. Special Assessment** means a charge against each Owner and Lot representing a portion of the cost to the Association for the purpose of funding major capital repairs, maintenance, and replacement of improvements.

**Section 1.21. Subdivision** means the Regency Point townhouse subdivision as shown by the Plat.

**Section 1.22. Unit** means a townhome residential structure or patio home structure including the real property upon which such structure is situated.

## ARTICLE II ARCHITECTURAL CONTROL

**Section 2.1. Submittal of Plans and Specifications.** No building, fence, wall, structure, or other improvement shall be commenced, erected, or maintained upon the Property, or any Unit or Lot thereof, nor shall any exterior additions to, or change or alteration of, be made, nor shall any landscaping of any Unit be undertaken, unless the plans and specifications showing the nature, kind, shape, construction style, height, materials, and location of the same shall have been submitted by an Owner to, and approved in writing by, the Board of Directors.

**Section 2.2. Approval of Plans and Specifications.** The Board shall make a determination within thirty (30) days of its receipt of complete plans and specifications of its approval of such plans and specifications. Failure of the Board to act or to approve such plans and specifications shall constitute a prohibition against the act(s) sought by an Owner to be approved by the Board; provided however, upon disapproval of the plans and specifications due to the Board's failure to act or approve, the Owner shall have an absolute right to appeal such action by resubmitting such plans within ninety (90) days of the disapproval of such plans.

**Section 2.3. Architectural Control Guidelines.** When considering improvements or other changes proposed by Owners, the Board of Directors will use the "Architectural Control Guidelines and Regulations of Regency Point Townhome Association, Inc." located in the Real Property Records of Montgomery County, Texas.

## ARTICLE III MAINTENANCE

**Section 3.1. General.** No repairs, maintenance and improvements to the exterior of the individual Units, as well as to the Common Area, shall be performed or allowed to be performed by any Owner of any Unit, or an Owner's agents or contractors, without such prior written permission of the Board. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or structure on the Common Area or docks/bullhead, or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

**Section 3.2. Association Maintenance – Common Area; Easements; Alterations.** The Association is responsible for maintenance upon the Common Area. Subject to the express provisions of these Deed Restrictions, the Association shall maintain all property it owns, including any public alleys, roadways, streets, sidewalks, open space reserves, etc. The Association shall not be responsible for any alterations made to the Unit or Lot by the Owner. The Association is granted an easement over, across and under all areas on the Lot for the purpose of maintaining the grounds and other site improvements.

**Section 3.3. Association Maintenance – Townhome Units.** The Association shall provide exterior maintenance upon each townhome Unit, as follows: paint, repair, replacement (but not in the event of fire or other casualty loss normally covered by insurance on the premises), and care of exterior surfaces, roofs, structural support of roofs and walls, gutters, downspouts, foundations, driveways, sidewalks, walkways and balconies (except balcony railings). The Association shall also be responsible for installing and maintaining all landscaping on the Lot except for landscaping within fenced areas on Lots adjacent to Units. Any of such exterior maintenance shall not include those items listed in the Owner Maintenance sections of this Article.

**Section 3.4. Owner Maintenance – Townhome Units.** Owners of townhome Units shall maintain and keep in good repair the interior of their Units as well as: enclosed porches; patio areas; fences; balcony railings; interiors of chimneys; all glass surfaces and doors, including all fixtures, framing, and related hardware; weather stripping; air conditioning equipment; circuit breakers and switch panels; and Owner landscaping. Replacement of light bulbs in light fixtures under the exclusive control of an Owner shall also be the responsibility of the Owner.

**Section 3.5. Owner Maintenance – Patio Homes.** Owners of Patio Home Units shall maintain and keep in good repair both the interior and exterior of their individual Units, except for routine lawn maintenance which is provided to all Lot owners within the Property.

**Section 3.6. Maintenance of Utility Lines.** Each Owner shall maintain and keep in good repair utility lines located outside the Unit including sanitary sewer lines connecting the residence to the sanitary sewer collection system and any portion of natural gas/electrical/cable/telephone service lines located on any Lot but not maintained by the utility companies; however, any lines, pipes, wires, conduits or systems running through a Unit which serves one or more Units and which are not maintained by any utility company, shall be operated, repaired and maintained by the Association, and shall not be distributed or relocated by an Owner without the prior written consent and approval of the Association. If new service or utility lines to or within a Unit are being installed in or to a Unit, only the Board's approval is necessary.

**Section 3.7. Neglect of Owner.** In the event that the necessity of maintenance or repair is caused by a willful or negligent act of the Owner, his family, or guests, invitees, employees or agents, or by the failure to perform maintenance for which the Owner is responsible, after the owner has failed to

correct such deficiency after such delivery of written notice thereof, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and any improvements erected thereon. The cost of such maintenance or repair shall be added to and become a part of the Reimbursement Assessment of the offending Owner or his related parties to which such Lot is subject.

**Section 3.8. Maintenance by Multiple Owners.** In the event that the responsibility for certain maintenance described in this Article extends to more than one Owner (for example, by way of illustration only, a cracked slab affecting more than one Lot), the cost of reasonable repair and maintenance of such item shall be shared by the Owners of the affected Lots in proportion to the effect on such Lots. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owners successors in title.

**Section 3.9. Dispute over Responsibility for Maintenance.** In the event of a dispute as to who is responsible for the maintenance of any Lot or any improvements thereon, the decision of the Board shall control and be final.

**Section 3.10. Owner Insurance**

(a) Each Owner shall be required to continuously maintain with the Association, to the complete satisfaction of the Board of Directors, proof of existence of adequate coverage on his Unit by a reputable insurance company acceptable to the Association which is licensed to do business in the State of Texas. Such insurance must be in an amount equal to the replacement cost of the Unit, as determined by the Association, affording protection against loss or damage from fire or other hazards covered by the standard extended coverage endorsement. All insurance coverage shall require the insurance company providing such coverage to notify the Association and the lender on such Unit, if any, if the coverage is cancelled.

(b) Should an owner fail to provide adequate proof of insurance coverage as herein provided, the Association shall have the authority to purchase such coverage for the benefit of and in the name of such Owner. Premiums for any insurance obtained by the Association on individual Units shall not be part of the common expense but shall be a debt owed by the Owner of said Unit and shall become part of the Reimbursement Assessment payable by said Owner and collectible as such as herein provided.

(c) In the event of damage or destruction of a Unit, the Owner thereof shall speedily repair or rebuild such Unit in as good a condition as its former condition. In the event said Owner fails to do so, the Association is hereby authorized to undertake to rebuild or repair the Unit and assess said Owner for the cost of such repair or replacement, plus interest thereon at a rate established by the Board from time to time but not to exceed the highest legal rate as may be permitted under the laws of the state of Texas until paid. Such Reimbursement Assessment shall become the personal obligation of said Owner and a lien against such Owner's Lot, and shall be enforceable as if it were a maintenance assessment as herein provided.

(d) Adequate liability and personal property insurance for Units and the contents of Units shall be required of each Owner and shall be the responsibility and expense of each individual Owner, and the adequacy of such coverage shall be solely determined by the Association.

**Section 3.11. Association Insurance.**

(a) The Board or its authorized agent shall obtain and maintain at all times, to the extent obtainable, policies of insurance for a development of the size and type of the Property, written with financially responsible companies licensed to do business in Texas, covering, without limitation, the risks set forth below. The type of coverages to be obtained and risks to be covered are, at a minimum, as

follows:

1. Insurance against loss or damage by fire and lightning, and such other hazards ("casualty damage") as are customarily covered in townhome projects in Montgomery County, Texas, under extended coverage and all risk endorsements. Said casualty insurance shall insure all insurable improvements on the Common Area, and all buildings containing Units, together with all service equipment contained therein, in an amount equal to the full replacement value, without deduction for depreciation, subject to a reasonable deduction.
  2. Bodily injury and property damage insurance in such limits as the Board may from time to time determine, but not in an amount less than \$1,000,000.00 per occurrence covering all claims for bodily injury or death, and \$100,000.00 per occurrence for property damage. Coverage shall include, without limitation, liability for personal injuries, operation of vehicles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Property. All liability insurance shall name the Association, the Board, the Owners, the managing agent and the officers of the Association as insureds thereunder.
  3. Worker's Compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association, in the amounts and on the forms now or hereafter required by law or deemed reasonable and necessary by the Board.
  4. Directors and officers liability insurance with respect to the actions of the Board and officers of the Association.
  5. Insurance against such other risks of similar or dissimilar nature as the Board may deem appropriate with respect to the Property, including insurance for any personal property of the Association located thereon.
- (b) All policies of insurance, to the extent obtainable, shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least thirty (30) days' prior written notice to all Owners, Mortgagees and the Association. Certificates evidencing such mortgage coverage shall be promptly delivered to any Mortgagee upon request. All casualty insurance shall be carried in blanket form naming the Association as the insured, as attorney-in-fact for all the Owners and Mortgagees, as their interests may appear.
- (c) Owners may carry other insurance for their benefit and at their expense, provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of such additional insurance carried by the Owner.

## ARTICLE IV

### USE RESTRICTIONS

**Section 4.1. General.** No Owner shall use the Common Area, or use or permit such Owner's Lot or Unit to be used for any purpose that would (a) void any insurance in force with respect to the Property; (b) make it impossible to obtain any insurance required by these Deed Restrictions; (c) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (d) constitute a violation of the Documents or any applicable law, or (e) unreasonably interfere with the use and occupancy of the Property by other Owners.

**Section 4.2. Type of Building Permitted.** No structure of any kind shall be placed upon the Property except (i) townhouse structures, patio homes, and related improvements, or (ii) other structures or improvements placed in the Common Area of the Property by the Association, or (iii) such other structures or improvements as are approved by the Board of Directors. All of such

structures or improvements must correspond to the existing architectural style, except when unfeasible, such as lift stations, pumps, swimming pool pumps, etc. No structure in the Property shall be more than three (3) stories in height.

**Section 4.3. Uses / Ownership.** Each Unit and each Lot shall be used for residential uses only. No structure of a temporary character, trailer, mobile home, tent, shack, garage, storage shed or other outbuilding on the Property shall ever be used as a residence, either temporarily or permanently. No time share usage of any Unit shall be permitted. No condominium ownership shall be permitted in the Subdivision. No garage sale, rummage sale or similar activity and no trade or business may be conducted in or from any Unit, except that an owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence of operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Community; (c) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Community; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involve the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section.

No leasing of any Unit shall be permitted for any period less than twelve (12) months.

**Section 4.4. Vehicles.** With the exception of garaged vehicles, no part of the Subdivision, including, but not limited to, areas designated for parking, shall be used for parking and / or storage, temporary or otherwise, of any type of motor vehicle, or any recreational vehicle or boat or camper or trailer, unless such area is expressly designated as a storage facility by the Association. No recreational vehicle, boat, camper, or trailer may be parked or stored in any driveway, parking area or Common Area situated on the Property for a period longer than seven (7) days without approval from the Association. No inoperative or broken-down boats or vehicles, including vehicles being "repaired", shall remain in the Subdivision for longer than forty-eight (48) hours, and if such vehicles remain past the specified time limit, the Association shall be permitted to tow away such boat or vehicle(s) at the Owner's expense. The Association may charge fees on a monthly or annual basis to store any vehicle in the Subdivision.

**Section 4.5. Antennas.** No exterior aerials or antennas or TV satellite dishes, whether attached to a Unit or free standing, will be permitted without the prior written approval of the Board of Directors.

**Section 4.6. Animals.** No animal or livestock of any kind may be kept or maintained within the Subdivision by an Owner, except no more than two common household pets such as dogs and cats. All such household pets must be leashed and under the control of its Owner at all times when such pets are outside the Owner's Unit.

**Section 4.7. Easements.** Easements within the Subdivision for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat or through separate instruments. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to, shall be liable for any damage done by them, or their assigns, agents, employees or servants, to shrubbery, trees, or flowers or to other Property of the Owner situated within any such easement, except such entities shall be obligated to replace the damaged or destroyed landscape with the same or similar landscaping.

**Section 4.8. Noxious or Offensive Activity Prohibited.** No noxious, disturbing or offensive activity which violates any person's use, enjoyment or peace shall be carried on or conducted upon the Properties by any Owner, his family, guests or invitees, or pets nor shall anything be done thereon which shall be an annoyance or nuisance to any person on or about the Properties.

**Section 4.9. Signs, Advertisements, Billboards.** No signs of any character shall be allowed on any Unit except one sign per Unit of not more than five (5) square feet advertising the Property for sale or rent. All Owner's signs shall be placed in windows. The Board of Directors must approve all signs of any kind or character, whether in windows of Units or not, prior to the display of any such signs.

**Section 4.10. Windows.** Nothing shall be affixed, glued, taped, or in any other manner permanently or semi-permanently attached to any window in the subdivision. No clothing or other articles of any kind are to be placed on the window sills or hung in or from the windows. No dusting, or shaking of mops, brooms, or other cleaning materials out of windows or doors is allowed. No shades, awnings, curtains, shutters or window guards other than white or off-white in color shall be used or permitted except as such have been approved in writing by the Board of Directors prior to the installation of such items.

**Section 4.11. Consolidated Building Sites.** Any person owning one (1) or more adjoining Lots, or partial Lots, may consolidate such Lots or partial Lots, into consolidated building sites, with the right of constructing improvements, on each such resulting consolidated building site, as permitted by these restrictions; provided however, such consolidation shall not result in more building sites than the number of platted Lots involved in the Subdivision. None of the Lots shall be resubdivided in any fashion thereafter. If one (1) or more Lots, or fractions thereof, are consolidated into one (1) building site, side building setback provisions shall be applied to such resultant consolidated building site as if it were one (1) original platted Lot, so that the exterior side walls of the Unit shall be no nearer than five (5) feet to an adjacent Unit unless such consolidated Unit shares a party Wall with the adjacent Unit(s). Every such consolidated building site shall have improvements which correspond to the style and architecture of the other Units in the Subdivision. Each consolidated Lot shall only be utilized for residential purposes.

**Section 4.12. Security.** All Owners shall assist in maintaining a safe and secure Property. Each Owner shall ensure the closure of the front entry gates after entry or exit passage. No Owner shall deliberately cause the front entry gates to remain open for any reason.

**Section 4.13. Enforcement and Rules and Regulations.** The Association, by and through its Board of Directors, shall enforce all of the Use restrictions as stated in this Article IV and the Architectural Control restrictions as stated in Article II. The Board is expressly permitted to adopt such other rules or regulations as may be necessary to effectuate the purposes of intents of these Use Restrictions, as well as such other reasonable guidelines as may be determined for the effective use, administration, and operation of the Subdivision.

**Section 4.14. Enforcement Procedures and Fine Schedule.** The Board of Directors is expressly permitted to levy reasonable fines against any noncomplying Owner; provided however, an Owner shall be notified in writing of a noncompliance of these Use Restrictions in accordance with the Deed Restriction Violation Policy and the Fine Schedule for Deed Restriction Violations recorded in the Official Public Records of Real Property of Montgomery, County, Texas. Any fine shall be paid by an Owner within fifteen (15) days of its levying. Any delinquent fine(s) shall be added to and become a part of the Reimbursement Assessment of the offending Owner or his related parties to which such Lot is subject, and the Association has the full right to enforce collection of such fines as an Assessment as provided in this Declaration.

## **ARTICLE V**

### **MANAGEMENT AND OPERATION OF THE PROPERTY**

**Section 5.1. Management by Association.** The affairs of the property shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Property as provided for in the Documents. The business and affairs of the Association shall be managed by the Board of Directors, unless any particular item is otherwise reserved to the Members of the Association by law or the terms of the Documents.

**Section 5.2. Membership in Association.** Each Owner, whether one Person or more of a Lot shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until ownership of the Lot cease for any reason, at which time the membership in the Association shall also cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership. Membership is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

**Section 5.3. Voting Rights.** Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**Section 5.4. Board of Directors.** The number, term, and qualifications of the members of the Board of Directors shall be governed by the Bylaws.

**Section 5.5. Conflict between Documents.** In the event of a conflict between the Articles of Incorporation, Bylaws and Rules and Regulation and the provisions of the Declaration (Deed Restrictions), the provisions of the Declaration shall control. In the event of any conflict between the Articles of Incorporation, Bylaws, and Rules and Regulations, the Articles of Incorporation shall control. In the event of any conflict between the Bylaws and the Rules and Regulations, the Bylaws shall control.

**Section 5.6. Inspection and Copying of Records.** The Members of the Association shall have the right to inspect the books and records of the Association at reasonable times and make copies at reasonable costs. The procedures for inspecting and copying Association records are contained in the "Records Production Policy of Regency Point Townhome Association, Inc." in the Real Property Records of Montgomery County, Texas.

**Section 5.7. Power to Enter into Agreements and Resolve Disputes.** The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Property as the Board deems reasonably necessary or appropriate to maintain and operate the Property in accordance with the Deed Restrictions, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, courtesy patrol, operation of recreational facilities, or other matters of mutual interest. The Board of Directors shall also have the power to create procedures for resolving disputes between Owners or occupants of Units, including appointments of committees to consider or reconsider resolution of any disputes.

**Section 5.8. Power to Adopt Rules and Regulations.** The Association, through its Board of Directors, may adopt, amend, repeal, and enforce the Rules and Regulations, fines, levies, and enforcement provisions as it deems necessary or desirable with respect to the interpretation of the Deed Restrictions, Articles of Incorporation, and Bylaws; the operation of the Association; the use and enjoyment of the Common Areas; and, the use of any other property within the Property, including Lots. Any such Rules and Regulations shall be reasonable and uniformly applied to all Members and their family, tenants, and guests. Such Rules and regulations shall be effective only upon adoption by resolution of the Board of Directors. Each Member shall comply with such Rules and Regulations and shall see that Persons claiming through such Member comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of the Deed Restrictions.

**Section 5.9. Power to Enforce Documents.** The Association shall have the power to enforce the provisions of the Documents and shall take such action as the Board deems necessary or desirable to cause compliance by each Member and each Member's family, guests or tenants. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of the Documents by any of the following means:

- (a) by entry upon any Lot after Notice (unless a bona fide emergency exists);
- (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of the Documents, by mandatory injunction or otherwise;
- (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of the Documents;
- (d) by suspension of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member of the Documents, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues;
- (e) by levying and collecting a Reimbursement Assessment against any member for breach of these Deed Restrictions;
- (f) by levying and collecting reasonable and uniformly applied fines and penalties.

**Section 5.10. Board Actions in Good Faith.** Any action, inaction, or omission by the Board made or taken in good faith shall not subject the Board or any individual member if the Board to any liability to the Association, its Members or any other party.

**Section 5.11. Property Rights of Owners.**

(a) **Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common area which shall be appurtenant to and shall pass with the title of every Lot subject to the following provisions:

1. The right of the Association to establish uniform rules and regulations;
2. The right of the Association to suspend the voting rights by an Owner;

3. The right of the Association to grant or dedicate easements in, on, under, or above the Common Area or any part of the Common Area to any public or governmental agency or authority or to any utility company for any service to the Property an any part of the Property;

4. The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility for the purposes and subject to conditions that may be agreed to by the Board. No dedication or transfer shall be effective unless an instrument signed by two-third (2/3) of the Members, agreeing to dedication or transfer, has been recorded except that easements for utility purposes may be approved solely by the Board of Directors.

(b) Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the Owner's right of enjoyment to the Common Area and facilities to the Members of the Owner's family, tenants, or contract purchasers who reside on the Property.

(c) Waiver of Use. No owner may be exempt from personal liability for assessments duly levied by the Association, nor release a Lot owned from the liens and charges of the Deed Restrictions, by waiver of the use and enjoyment of the Common Area or by abandonment.

**Section 5.12. Management Agreements.** Each owner of a Unit hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association: (I) shall provide that the management agreement may be cancelled, with or without cause, with thirty (30) days written notice; and (II) shall not provide for any penalty due to cancellation or termination. In no event shall such management be canceled prior to the negotiation by the Association or its Board of Directors of a new management with a party or parties, which new management agreement will become operative immediately upon the termination date of the preceding management. It shall be the duty of the Association or its Board of Directors to effect a new management prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed one year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type.

**Section 5.13. Owner's Responsibility Regarding Documents.** It shall be the responsibility of each Owner or occupant of a Unit to obtain copies of and become familiar with the terms of the Documents. It shall be the responsibility of each Owner of a Unit to provide copies of the Deed Restrictions to all Persons leasing the Unit and to familiarize the Persons with the sections relevant to them, especially the Articles on Use Restrictions and Architectural Controls.

**Section 5.14. Unit Owner Information.** Not later than the 30th day after the date of acquiring an interest in a Lot or granting a Mortgage against a Lot, the Lot Owner shall provide the Association with:

- (a) The Owner's mailing address, telephone number, email, and driver's license number, if any;
- (b) The name and address of the holder of any Mortgage against the Lot, and any loan number;
- (c) The name, email, telephone number, and relationship to the Owner of any person occupying the Lot other than the Owner;
- (d) The start and stop date of each period during which the Unit will be rented; and
- (e) The name, address, email, and telephone number of any person managing the Lot as agent of the Owner.

**Section 5.15. Notice of Change.** Each Owner shall provide changed information to the Association not later than the 30th day after the Owner has a change in any information required by

the preceding section.

**Section 5.16. Notice in Writing.** Notices provided for in these Deed Restrictions shall be in writing and shall be deemed sufficiently given when delivered personal at the appropriate address provided by Owner under this Article, or 72 hours after deposit in any United States Post Office box, postage prepaid, addressed to the appropriate address provided by Owner under this Article.

**Section 5.17. Transfer Fee.** Prior to changing the name of the Owner of any Lot on the membership rolls of the Association or the name of the Mortgagee of the Owner, the Association or its managing agent (if authorized by the Board of Directors) may charge a transfer fee or processing fee when ownership to any Lot changes or the mortgage on the Lot is refinanced.

## **ARTICLE VI**

### **COVENANTS FOR ASSESSMENTS**

**Section 6.1. Creation of the Lien and Personal Obligation for Assessments.** Each Owner, by acceptance of a deed to any Unit, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association the Regular Assessments and Special Assessments that are fixed, established, and collected from time to time as hereinafter provided. The Regular Assessments and Special Assessments, together with interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon each Unit and any rents or insurance proceeds with respect to each Unit. Such Assessments, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of each Unit at the time when the Assessment becomes due. The personal obligation shall not pass to an Owners successor in title unless expressly assumed by the successor.

**Section 6.2. Regular Assessments.** The Regular Assessments levied by the Association shall be used for the improvement and maintenance of the Common Area and for services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and for the performance of such other duties as are given to the Association by these Deed Restrictions. The purposes of the Regular Assessments shall include, but are not limited to, the payment of the expenses of the Association; the establishment of adequate reserves for insurance; the establishment of a Reserve Fund for replacement and repair of capital improvements of the Property; insurance deductibles; such repair, replacement and maintenance of the Property for which the Association is responsible pursuant to these Deed Restrictions; payment of legal and other expenses incurred in connection with enforcement of the Documents; and other uses that the Board shall determine to be necessary to meet the primary purposes of the Association. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

**Section 6.3. Amount of Regular Assessment.** After consideration of the current maintenance and operating costs and future needs of the Association, the Board shall fix the Regular Assessment in an amount necessary to fund the anticipated revenue needs of the Association, including adequate reserve fund for the purposes set forth in the preceding section. The Board may adjust the amount of the Regular Assessment not more than one time during any calendar year. Written notice of any adjustment in the amount of the Regular Assessment shall be sent to every Member at least thirty (30) days prior to the effective date of the adjustment; provided that the failure of the Association to provide such notice shall not release or relieve the Owner of the duty to pay the Regular Assessment.

**Section 6.4. Increasing Regular Assessment.**

(a) The Regular Assessment may be increased effective March 1 of each year, without a vote of the membership in conformance with the increase, if any, of the Consumer Price Index ("CPI"), Houston, Texas, Standard Metropolitan Statistical Area, All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212 for the full calendar year prior to the year for which the increase is being imposed.

(b) The Regular Assessment may be increased above the increase established in the preceding section, provided, however, any such change above the CPI increase shall have the approval and assent of at least fifty (50) percent of a quorum of Members voting in person or by proxy at a meeting duly called to this purpose.

(c) After consideration of current costs and expenses and future needs of the Association, the Board of Directors may levy the annual assessments at an amount not in excess of the maximum permitted in this Declaration.

**Section 6.5. Uniform Rate of Regular Assessments.** Regular Assessments shall be a uniform rate for all Units, except for Patio Home Units which shall be assessed at a lower rate as time to time stated in the "Patio Home Policy of Regency Point Townhome Association, Inc." in the Real Property Records of Montgomery County, Texas, due to the reduced amount of maintenance that the Association is obligated to provide for Patio Home Units.

**Section 6.6. Date of Commencement and Due Date of Regular Assessments.** Regular Assessments shall commence to accrue against each Lot on the first day of the first calendar month following the date of closing of the sale of that Lot. Regular Assessments shall be due and payable monthly in advance without notice on the first day of each calendar month.

**Section 6.7. Special Assessments.** In addition to the Regular Assessment authorized above, the Association may levy Special Assessments from time to time in an amount necessary and for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements, or other capital or operating expenditures deemed necessary. Such assessment(s) may be levied against all or a portion of the Units. Any Special Assessment shall require the consent of fifty (50) percent of a quorum of Members voting at a meeting in person or by proxy duly called for such purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting, setting forth the purposes of the meeting. Special Assessments levied in accordance with this Section shall be a uniform sum for each Lot, and shall be due and payable on the date or dates and in the manner determined by the Board and specified in a statement mailed to the Members.

**Section 6.8. Reimbursement Assessments.** In addition to the Regular and Special Assessments authorized above, the Association may levy Reimbursement Assessments to Owners for expenditures and other costs of the Association incurred in curing any violation, directly attributable to the Owner, for a violation of the Documents. Reimbursement Assessments shall be due and payable concurrent with the Regular Assessment for the month during which the violation occurred.

**Section 6.9. Application of Payments.** All Assessment payments received from Owners shall be applied by the Board in the order specified by the Texas Property Code.

**Section 6.10. Budget.** The Board of Directors of the Association shall establish a budget in advance of each fiscal year for the upcoming fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the proper, management and maintenance of the Subdivision, including a reasonable allowance for contingencies and reserves. The reserves shall include, without limitation, an adequate reserve fund for the replacement and major maintenance of

the capital improvements in the Subdivision. The Regular Assessment for a given year shall be established by the adoption of the annual budget by the Board of Directors. If the Board at any time determines that the Regular Assessments levied are or may prove to be insufficient to pay the cost of operation, management and maintenance of the Subdivision in any fiscal year, then the Board shall have the authority, at any time and from time to time, to levy such additional or Special Assessment and/or to increase the existing Regular Assessment as the Board shall deem, in its sole discretion, to be necessary for that purpose.

**Section 6.11. Reconsideration of Budget.** If the Owners are not satisfied with the budget as adopted by the Board, and if the budget as adopted for a regular assessment year is more than a twenty (20) percent in the Regular Assessment over the prior year, then the Owners may petition the Board for a special meeting of the Members to reconsider the adopted budget for a particular year. If the Owners of fifteen (15%) percent of the Lots of the Subdivision execute the written petition calling for a special meeting to reconsider the adopted, or additional Regular Assessments as provided above, then the Board shall call a special meeting of the Association within thirty (30) days of the receipt of said petition. If two-thirds (2/3) or more of the voters vote in disapproval of the adopted budget of the Board at the special meeting of the Association, then the adopted budget for a particular regular assessment year shall not remain in force or effect. In such event, any increase in the monthly assessment obligation of each Owner as stated in that adopted budget shall be limited to the greater of \$20.00 per month or an annualized fifteen (15) percent over the Regular Assessment for the previous assessment year.

**Section 6.12. Effect of Nonpayment of Assessments, Remedies of the Association.** All Assessments shall be due and payable by owners in advance on or before the first day of each month for which said assessment payment is to be made, or as the Board of Directors shall set forth. Any Assessments which are not paid when due shall be delinquent. If any Assessment is not paid within thirty (30) days following the due date, same shall be delinquent and shall, at the option of the Board, bear interest from the date of delinquency at the rate established by the Board from time to time but not to exceed the highest legal rate as may be permitted under the laws of the state of Texas. The defaulting Owner shall also be assessed a late charge in the amount of \$15.00 per month or such greater amount as may be imposed by the Board from time to time, to cover the extra cost and expense involved in handling delinquent assessments. The Association may bring an action at law against the Owner personally obligated to pay the delinquent Assessments to recover the delinquent amount and all accrued interest and late charges thereon, and/or to foreclose the lien against the Lot securing such assessment. In any such action, the Association shall be entitled to recover its cost incurred in the proceeding, including reasonable attorney's fees, all of which shall be secured by the lien securing payment of Assessment. Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents, the right and power to bring an action against such Owner personally for the collection of delinquent Assessments and to enforce the foresaid lien by all methods available for the enforcement of such liens, including foreclosure in a like manner as a mortgage or deed of trust lien on real property. Each Owner hereby expressly grants to the Association a power of sale in connection with said lien, same to be exercised in compliance with the terms of the applicable Texas Civil Statutes relating to the foreclosure of deed of trust or other contractual liens (Texas Property Code Section 51.002). The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire, hold, lease and mortgage same. No Owner may waive or otherwise escape liability for any Assessments by non-use of any Common Area or other services of facilities, or abandonment of his Lot. No Owner may offset liability for any Assessment for any reason.

## **ARTICLE VII**

### **PARTY WALLS**

**Section 7.1. General Rules of Law to Apply.** The general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 7.2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners who make use of the wall.

**Section 7.3. Destruction by Fire or Other Casualty.** If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall, may restore it, and if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission shall be preserved. In the event of a casualty and a Party Wall(s) is damaged and the Owners thereof are unable to agree to the terms of repair of such Party Wall(s) within thirty (30) days following such casualty then the Board shall have the right to negotiate the repair thereof with the insurance and contractors and all Owners shall be bound by the settlement made by the Board.

**Section 7.4. Exposure of Party Wall to Elements.** Notwithstanding any other provisions of this Article, an Owner who by his negligence or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 7.5. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under the Article shall be appurtenant to the land and shall pass to such Owners successors in title.

## **ARTICLE VIII**

### **MISCELLANEOUS**

**Section 8.1. Severability.** In the event of the invalidity or partial invalidity or partial unenforceability of any provision in these Deed Restrictions, the remainder of the Deed Restrictions shall remain in full force and effect.

**Section 8.2. Number and Gender.** Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

**Section 8.3 Amendment by Owners.** The terms of these Deed Restrictions may be amended at any time by those Owners representing at least fifty percent (50%) of the Lots within the Property. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed of record in the Real Property Records of Montgomery County, Texas.

**Section 8.4. Delay in Enforcement.** No delay in enforcing the provisions of these Deed Restrictions with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

**Section 8.5. Enforceability.** The Documents shall run with the Property and shall be binding upon and inure to the benefit of and be enforceable by the Association and each Owner against the Association or any Owner violating the terms thereof or any portion thereof, and their respective

heirs, legal representatives, successors and assigns. In the event any action to enforce the Documents is initiated against an Owner or occupant of a Lot by the Association, the Association or other Owner, as the case may be, shall be entitled to recover reasonable attorneys' fees from the Owner or occupant of a Lot who violated the Documents.

**Section 8.6. Enforcement by Owner.** Any Owner shall have the right to enforce, by any proceeding at law or in equity, all Covenants, Conditions and Restrictions, now or hereafter imposed by the provisions of the Declaration, as herein amended. Failure to enforce any Covenant, Condition or Restriction herein contained shall in no event be deemed by waiver of the right to do so thereafter.

**Section 8.7. Remedies.** In the event any Person shall violate or attempt to violate any of the provisions of the Documents, the Association, each Owner of a Lot within the Property, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

**Section 8.8. Right of Entry; Enforcement by Self Help.** The Association shall have the right, in addition to and not in limitation of all the rights it may have under these Deed Restrictions, to enter upon any Lot, including the Unit located thereon, for emergency, security, maintenance, repair, or safety purposes, which right may be exercised by the Association's Board, officers, agent, employees, managers, and all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry, by other than court order, shall be only during reasonable hours and after reasonable notice to the Owner or occupant of the Lot. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any improvements or any portion of a Lot to abate or remove, using such force as reasonably may be necessary, any improvement to Property, or other structure, or thing or condition that violates the Documents. Unless an emergency situation exists, such self-help shall be preceded by written notice. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of the Assessments. All such entries shall be made with as little inconvenience to the Owner as is practicable in the judgement of the Association and damages caused thereby (as distinguished from repairs with respect to which the Association is entitled to a Reimbursement Assessment) shall be borne by the Association. Notwithstanding anything contained in the Deed Restrictions to the contrary, prior to altering or demolishing any items of construction in or affixed to a Unit, the Association shall file judicial proceedings through which the Association has been granted the right to demolish or alter items of construction in or affixed to a Unit.

**Section 8.9. Violations of Law.** Any violation of any federal, state, municipal or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any property within the Property hereby is declared to be a violation of these Deed Restrictions and shall be subject to any and all of the enforcement procedures set forth in these Deed Restrictions.

**Section 8.10. Remedies Cumulative.** Each remedy provided under these Deed Restrictions is cumulative and not exclusive.

**Section 8.11. Limitation on Liability.** Neither the Association, the Board, or any officer, agent, nor employee of any of the same acting within the scope of their respective duties described in these Deed Restrictions shall be liable to any person for any reason or for any failure to act if the action or failure to act was in good faith and without malice.

**Section 8.12. Governing Law.** These Deed Restrictions shall be construed and governed under the laws of the State of Texas.

REGENCY POINT TOWNHOME ASSOCIATION, INC.

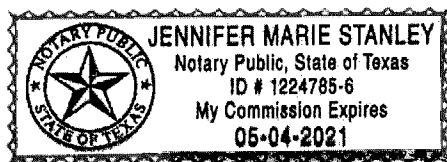
O. J. Perera  
By: [Signature]  
Title: Vice President Regency Pt Townhome Assoc.

STATE OF TEXAS

§  
§  
§

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this 9 day of July, 2018, personally appeared O. J. Perera, the Vice President, of Regency Point Townhome Association, Inc., and being the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they signed this instrument with the authority and for the purposes expressed therein.



[Signature]  
Notary Public, State of Texas

### **Exhibit "A"**

A 5.698-acre townhome subdivision of eighty-one (81) Lots to be known as "Regency Point" according to the map or plat thereof as recorded in Cabinet B, Sheet 125 of the Map records of Montgomery County, Texas; as modified by replat recorded in Cabinet C, Sheet 185-B of the Map Records of Montgomery County, Texas; and, as further modified by second replat recorded in Cabinet D, Sheet 104-A of the Map Records of Montgomery County, Texas; and

Restricted Reserve B in the Water Oak on Lake Conroe Subdivision Section 1, a subdivision map of which is recorded in Cabinet Q, Sheet 21, Montgomery County Map Records. BEING 0.055 acre of land in the Williams C. Clark Survey, A-6, Montgomery County, Texas, said 0.055 acre being out of the Frontier II Boardwalk on Lake Conroe 116.970 acre tract of land deed of which is recorded under County Clerk's File Number 99065225, Montgomery County Real Property Records; and

A 0.081-acre tract of land in the William C. Clark Survey, A-6, Montgomery County, Texas, said 0.081 acre being out of Lots 13, Block 2 and Lot 46, Block 1, Water Oak, Section 1, a Subdivision in Montgomery County, Texas, more particularly described as:

**BEGINNING** at a  $\frac{1}{2}$ " iron rod set for the Northeast corner of said Lot 46, the Southeast corner of Restricted Reserve "B", the Northeast corner of the said Lake Conroe Resorts Operating Company 2.679 acre tract and being the Northeast corner of the herein described tract;

**THENCE** S.  $00^{\circ} 37' 02''$  E., along the East line of Lots 46 and 13, the East line of the said 2.679 acre tract for a distance of 264.86 feet to a  $\frac{1}{2}$ " iron rod found for the Southeast corner of the herein described tract, same being the Northeast corner of the Wayne A. Stroman 0.045 acre tract of land deed of which is recorded under County Clerk's File Number 2008-041688, Montgomery County Real Property Records;

**THENCE** S.  $89^{\circ} 22' 58''$  W., leaving the above mentioned line, along Stroman's North line, across Lot 13 and across the said 2.679 acre tract for a distance of 13.05 feet to a  $\frac{1}{2}$ " iron rod set for Stroman's Northwest corner, the Southwest corner of the herein described tract, in the East line of the San Jacinto River Authority 2.274 acre tract of land deed of which is recorded under County Clerk's File Number 2006-057806, Montgomery County Real Property Records;

**THENCE** N.  $00^{\circ} 37' 02''$  W., along the East line of the said 2.274 acre tract for a distance of 277.91 feet to a  $\frac{1}{2}$ " iron rod set in the North line of the said 2.679 acre tract, the North line of said Lot 46, for the Southwest corner of said Restricted Reserve "B", the Northeast corner of the said 2.274 acre tract, the Northwest corner of the herein described tract;

**THENCE** S.  $45^{\circ} 37' 02''$  E., along the North line of said Lot 46, the South line of said Restricted Reserve "B", the North line of the said 2.679 acre tract for a distance of 18.45 feet to the POINT OF BEGINNING and containing in all 0.081 acre of land.

**E-FILED FOR RECORD**

**01/03/2019 02:37PM**



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number  
sequence on the date and time stamped herein  
by me and was duly e-RECORDED in the Official Public  
Records of Montgomery County, Texas.

**01/03/2019**



County Clerk  
Montgomery County, Texas