

DRAWING 144-22

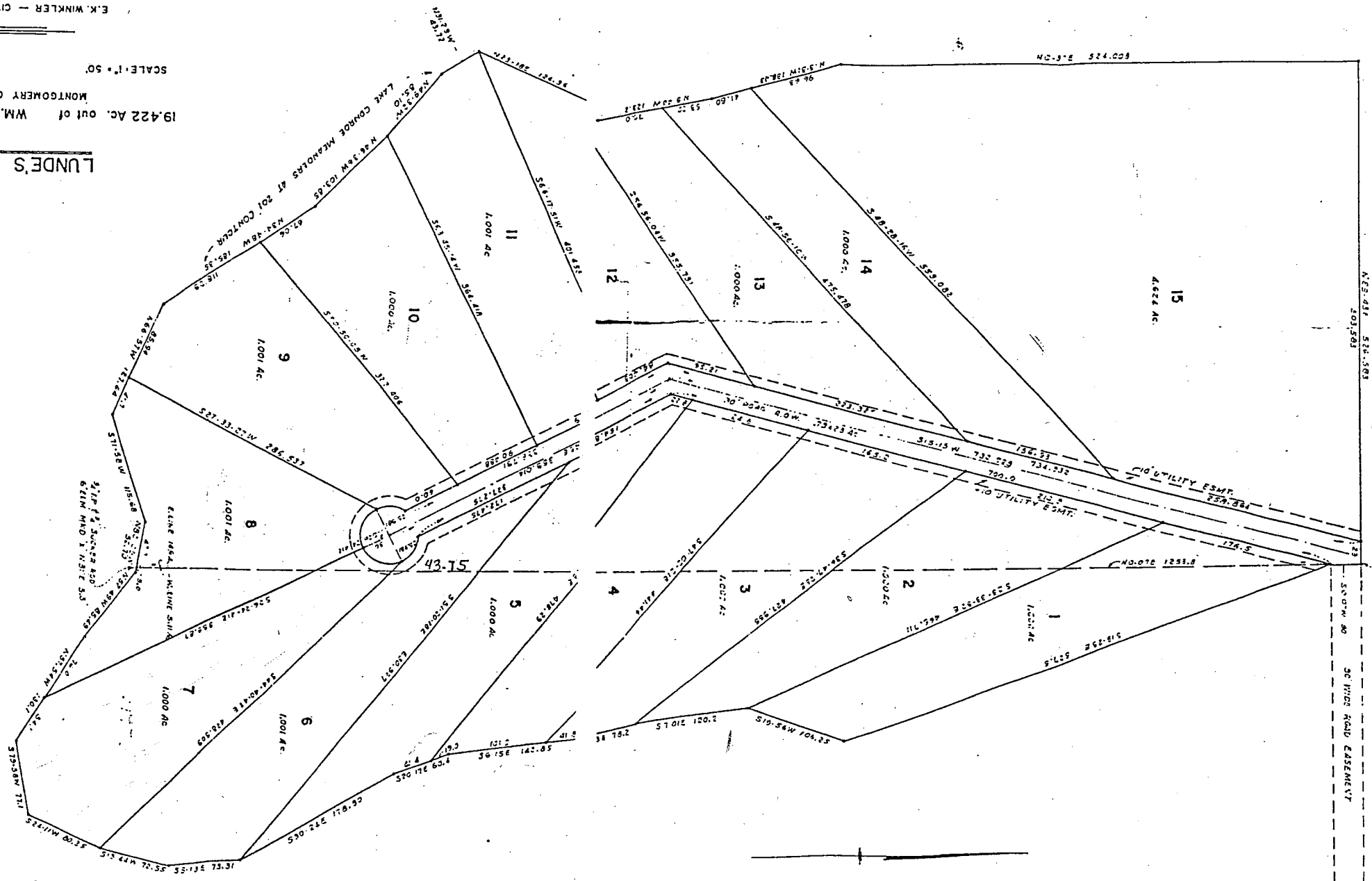


E.K. WINKLER - CIVIL ENGINEER  
6333 PINESHADE LANE - HOUSTON

SCALE: 1" = 50'

19.422 Ac. out of WM. C. CLARK SUR. A-6  
MONTGOMERY CO., TEXAS

# LUNDE'S POINT



15.8.22.02

ACE-431 521-563

3

30' WIDE ROAD EASEMENT  
10' UTILITY ESMR.  
110' UTILITY ESMR.

**LUNDE'S POINT**

**COVENANTS AND RESTRICTIONS**

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY:

THAT, WHEREAS, by instrument dated April 23, 1974 and recorded in Volume 851, Page 909 et seq of the Deed Records of Montgomery County, Texas, Milton E. Lunde, being the owner of the property covered and affected thereby, did adopt and establish certain reservations, covenants and restrictions affecting that certain 19.42 acres to, be known as LUNDE'S POINT, an unrecorded subdivision;

WHEREAS, the provisions of said covenants and restrictions provided that such restrictions may be changed and amended by; a majority of the then owners of the lots in said subdivision by filing an instrument agreeing to change said covenants and restrictions in whole or in part: and

WHEREAS, the undersigned, constituting the current owners of lots in said LUNDE'S POINT do hereby desire to amend the covenants and restrictions affects said LUNDE'S POINT so that they shall cover, affect and apply to the entire LUNDE'S POINT effective on the date of filing of this instrument;

NOW, THEREFORE, we, the undersigned, being the current owners of the lots in LUNDE'S POINT, do hereby amend in their entirety the aforesaid covenants and restrictions, so that this instrument shall be in lieu of said covenants and restrictions and the following reservations, covenants, and restrictions shall hereinafter affect and cover LUNDE'S POINT:

1. RESIDENTIAL PURPOSES: All lots within such subdivision shall be used for residential purposes only (except as specifically limited herein) and no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, together with garage attached or detached, accommodating not more than three vehicles.

2. MINIMUM SIZE DWELLINGS: The ground floor area of a one-story main structure shall contain not less than two thousand (2,800) square feet and the ground floor area of a main building or structure exceeding one story in height shall contain not less than one thousand, six hundred (1,600) square feet. Computation of all ground floor area shall exclude porches, garages and patios.

3. ARCHITECTURAL CONTROL COMMITTEE: No building shall be erected, placed or altered on any lot in LUNDE'S POINT until two copies of preliminary

sketches, location sketch, and cost estimates, and later, two copies of final plans, location sketch on lot and cost estimates, have been approved by the Architectural Control Committee as to quality of materials and workmanship, interior arrangement, harmony of exterior design (including color), with existing or proposed structures, as to size and location on lot, and as to adequacy of storage space. The architectural control provided for herein shall extend to house boats, boat launches and boat-docks, and any other structures to be erected or used in connection with the ownership of the lots in said subdivision. No boat float, swimming float, or pier shall extend outward more than thirty-five (35) feet from the steel retaining wall surrounding the subdivision without the approval of the Architectural Control Committee, but, in no event, shall such floating structure be placed at a distance which would interfere with boat traffic through the channel. No fence, wall, or obstructing shrubbery or radio or television aerials shall be erected, placed, or altered on any lot except within the minimum building setback lines unless similarly approved. Landscaping plans for all lots shall be subject to the approval of the Architectural Control Committee under the same plan as provided for herein as regards building and structure approval. Attached garages shall not open to the front of the lot, except with written approval of the Architectural Control Committee, unless the front of the garage is at least seventy-five (75) feet from the street. The Architectural Control Committee shall consist of three (3) members who shall be elected by a majority of the property owners at the same time as the election of the officers of Lunde's Point Property Owner's Association, Inc., which member(s) shall serve until a replacement member(s) is elected. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. BUILDING LINES: No building shall be located on any lot nearer than seventy-five (75) feet from the front or rear of such lot whether such lot fronts upon the roadway within the subdivision or whether such lot fronts on the water side of such lot, such seventy-five (75) foot distances being setback lines for building purposes hereunder. No dwelling shall be located nearer than five (5) feet to an interior lot line. For the purpose of this covenant, eaves, steps, and unroofed porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No garage shall be located nearer to the side lot line than five (5) feet. No building shall be located on any easement. No garage or servants' quarters shall be used as a residence, except that quarters may be used as a residence for servants actually employed on the premises.

5. SIGNS: No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale

or rent, signs used by a builder to advertise the property during the construction and sales period and/or signs designating dead-end street, street names, and traffic control signs. This section is intended to specifically prohibit signs on any pier and/or boat dock which is adjacent to and/or otherwise accessed through any lot or other property subject to these Covenants and Restrictions.

**6. GARBAGE DISPOSAL:** No lot shall be used as a dumping ground for rubbish. Trash, garbage, and other wastes shall be kept in sanitary containers. Any incinerator and other equipment for the storage or disposal of such material shall be kept in a clean, sanitary and unsightly condition. During the construction of improvements, no trash shall be burned on any lot except in a safe incinerator and unless so burned, shall be properly and timely removed by the lot owner.

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

**8. VEHICLES:** If open carports are used, no unsightly storage shall be permitted therein which is visible from the street. No boats, trucks, or unsightly vehicle shall be stored or kept for the purpose of repair on any lots or drives, except in enclosed garages or storage facilities protected from the view of the public or other residences of the Subdivision. No trucks exceeding one-half (1/2) ton in size, trailers or commercial type vehicles shall be parked or stored on any lot except while parked in a closed garage, nor parked on any residential street in the subdivision except while engaged in transporting to or from a residence in the subdivision. No dune buggies, go carts, motorcycles, motor bikes, or any two or three wheel vehicles powered by internal combustion engines shall be driven on the streets of the subdivision, except for egress and ingress to the Subdivision from the public road. All motor homes, campers, boats, or recreation vehicles and equipment of any type shall be stored or parked in a neat and attractive manner. No damaged, disabled or inoperable vehicle of any type, or any vehicle without current license and registration shall be parked or stored upon any lot except while parked in a closed garage.

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

**10. FIREARMS:** No firearms of any kind or character shall be discharged on or within the premises, whether for hunting, target shooting, or any other purpose.

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

12. **MAINTENANCE OF APPEARANCE:** The owner of each lot shall keep grass, weeds, and vegetation (except as part of a landscaping plan approved by the Architectural Control Committee) trimmed or cut so that the same shall remain in a neat and attractive condition; and, upon failure of the owner to do so within thirty (30) days after notice to said owner of such condition, then the officers of Lunde's Point Property Owner's Association, Inc., or its agents, may hire one or more persons to enter upon said lot to remove the same at the reasonable expense of the owner.

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

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

15. **PERIOD OF RESTRICTIONS:** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Provided, however, these Covenants and Restrictions may be amended at any time by the filing for record of an instrument signed by a majority of the then owners of the lots in said subdivision agreeing to change said covenants and restrictions in whole or in part.

**16. ENFORCEABILITY:** The covenants and restrictions contained herein shall enure to the benefit of the Subdivider or any lot owner in the subdivision. In the event any lot owner shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants either to prevent him or them from so doing, or to recover damages or other relief due for such violation. Invalidation or abandonment of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. Violations of any restrictions, conditions, or covenants set forth herein shall give the officers of Lunde's Point Property Owner's Association, Inc. and their designee the right of entry, without committing a trespass, to the violating property in order to remove or abate such violation and charge the expense thereof back to the lot owner as a lien on the property. No deviation from any of these restrictions shall be permitted except by special written approval of two-thirds (2/3) of the Owners of Lots in the Subdivision.

**17. PERMANENT MAINTENANCE FUND and LUNDE'S POINT PROPERTY OWNERS' ASSOCIATION:** Each lot shall be subject to an annual maintenance charge not to exceed two hundred (\$200.00) Dollars per year for the purpose of creating a fund to be known as the Lunde's Point Maintenance Fund, which said charge shall be payable to Lunde's Point Property Owner's Association, Inc. yearly in advance. To secure the payment of such maintenance charge, a lien is hereby created against the premises in favor of Lunde's Point Property Owner's Association, Inc. which shall be vested with all the powers, rights, duties and obligations covering such maintenance fund.

The Lunde's Point Maintenance Fund shall be held for the purpose of maintaining the roads, easements, entrances, central water system and esplanades within the subdivision; the enforcement of the restrictions covering such subdivision; the payment for electrical and other utilities consumed within the subdivision for the benefit of the lot owners in general; and other related activities generally performed by a property owners' association under like or similar circumstances.

**18. WATER FACILITIES:** The central water facilities, established by the Subdivider and located on the Reserve, are owned by the Lunde's Point Property Owner's Association, Inc. The charge for maintaining the central water system shall be taken from the maintenance fund provided for in Article 17 above. The central water system is intended to provide water to be consumed within the residential structures located in LUNDE'S POINT and for the incidental and occasional watering of plants and shrubs. Other irrigation, e.g. watering of yards, shall use water secured from sources other than the central water system. The Board of Directors of the Lunde's Point Property Owner's Association, Inc. is authorized from time to time to set the rates for central water system usage and to implement such rules and take such measures as are necessary and appropriate to enforce the intended uses of the central water system as stated in this Section 18. Each lot owner shall be entitled to tap on to the central water system upon

payment of Two Hundred and No/100 (\$200.00) Dollars tap-on fee, and to use water from the system free of charge unless water usage by for an individual lot becomes excessive in the opinion of the Board of Directors of Lunde's Point Property Owner's Association, Inc.; then and in that event, water to such excessive user over and above a normal use will be metered and paid for at the same rate as water costs within the City of Conroe, Montgomery County, Texas.

19. RESERVE: Notwithstanding any provision herein to the contrary, the property commonly known as Lot 16 of Lunde's Point (being that certain property presently owned by MELO of Conroe, Inc. upon which is presently located a metal storage barn) is expressly exempted from these Covenants and Restrictions and is designated as an unrestricted Reserve for so long as such property is owned by MELO of Conroe, Inc. or the Lunde's Point Property Owner's Association, Inc.. At such time as the fee simple title to such Lot 16 is owned by any other person or entity, then such Lot 16 shall become subject to these Covenants and Restrictions as a residential lot.

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 1999.

STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_ 1999, by

\_\_\_\_\_ and  
Blake A. Korman  
Owner of Lot 1

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission expires \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_ 1999, by

\_\_\_\_\_  
Richard Wilkenfeld  
Owner of Lot 2

\_\_\_\_\_  
Notary Public in and for The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission expires \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_ 1999, by

\_\_\_\_\_  
James Goebel and Delores E. Gobel  
Owners of Lot 3

\_\_\_\_\_  
Notary Public in and for The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission expires \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_ 1999, by

\_\_\_\_\_  
Douglas Baldwin and Johanna C. Baldwin  
Owners of Lot 4

\_\_\_\_\_  
Notary Public in and for The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission expires \_\_\_\_\_



STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_ 1999, by

\_\_\_\_\_  
Douglas Baldwin and Johanna C. Baldwin  
Owners of Lot 5

\_\_\_\_\_  
Notary Public in and for The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission expires \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_ 1999, by

\_\_\_\_\_  
Robert A. Card and Patricia J. Card  
Owners of Lot 6

\_\_\_\_\_  
Notary Public in and for The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission expires \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_ 1999, by

\_\_\_\_\_  
Owners of Lot 7

\_\_\_\_\_  
Notary Public in and for The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission expires \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_ 1999, by

\_\_\_\_\_  
Roy T. Harwell  
Owner of Lot 8

\_\_\_\_\_  
Notary Public in and for The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission expires \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_ 1999, by

\_\_\_\_\_  
Milo of Conroe, Inc.; Owner of Lot 9

By: \_\_\_\_\_  
Milton Lunde, Pres.

\_\_\_\_\_  
Notary Public in and for The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission expires \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_ 1999, by

\_\_\_\_\_  
Charles F. Maloney and Dorothy Maloney  
Owners of Lot 10

\_\_\_\_\_  
Notary Public in and for The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission expires \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_ 1999, by

\_\_\_\_\_

Owner of Lot 11

\_\_\_\_\_  
Notary Public in and for The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission expires \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_ 1999, by

\_\_\_\_\_  
Ronald Liston and Kim Liston  
Owner of Lot 12

\_\_\_\_\_  
Notary Public in and for The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission expires \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_ 1999, by

\_\_\_\_\_  
Scott Sears  
Owner of Lot 13

\_\_\_\_\_  
Notary Public in and for The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission expires \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_ 1999, by

\_\_\_\_\_  
Terrance M. Hunt  
Owner of Lot 14

\_\_\_\_\_  
Notary Public in and for The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission expires \_\_\_\_\_