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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (Declaration)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, hereinafter called the "Declaration," is made on the date hereinafter set forth by LAKE OLYMPIA DEVELOPMENT, N.V., a Netherland Antilles corporation, doing business as Lake Olympia Development Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Fort Bend, State of Texas, which is more particularly described as:

Lots 1 through 60, inclusive, in Block 1; Lots 1 through 18, inclusive in Block 2; Lots 1 through 52, inclusive, in Block 3; Lots 1 through 25, inclusive, in Block 4; and Lots 1 through 34, inclusive in Block 5, all in PALMER PLANTATION AT LAKE OLYMPIA Section One (1), a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded on Slide No. 626B in the Plat Records of Fort Bend County, Texas, hereinafter called the "Subdivision".

WHEREAS, the Subdivision is a part of a larger tract of properties Declarant is proposing, but is not obligated, to develop as a residential/mixed use commercial community to be known as Lake Olympia, generally described in Exhibits "A", "B" and "C" hereinafter called the "Property".

WHEREAS, Declarant intends, by this Declaration, to impose upon the Subdivision, and any other portions of the Property which may be hereafter annexed to the Subdivision, mutually beneficial restrictions under a general plan of development for the benefit of all owners of real property within Lake Olympia, a community in Fort Bend County, Texas, which general plan includes the development and interrelationship of component residential and other associations and the establishment of a method for the administration, maintenance, preservation, use and enjoyment of all property which is now, or may hereafter be subject to this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the Subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Declarant, its successors and assigns, and the Association and each Owner (each hereinafter defined) thereof.

ARTICLE I

Definitions

Section 1. "Annexation" or "Annex" shall mean the process by which other real property is joined to the Subdivision and made subject, in their entirety or as modified or amended, to the covenants, conditions and restrictions of this Declaration, in accordance with the procedure set out in Article IX below.

Section 2. "Architectural Control Committee" shall mean and refer to Andrew M. Choy, Victoria Lee, Lorraine Treich, David K. C. Tsai and Glen Laird, and their successors who shall serve, act and be succeeded as set out in Article V below.

Section 3. "Assessment" shall mean the assessment created herein for the purpose of promoting the health, safety, security, welfare, common benefit, enjoyment and maintenance of the Subdivision, and other real property annexed thereto, including the actual and estimated expenses, and reserves reasonably required for, operating the Association pursuant to this Declaration, and the By-Laws and Articles of Incorporation of the Association.

Section 4. "Association" shall mean and refer to LAKE OLYMPIA CIVIC ASSOCIATION, a Texas non-profit corporation, its successors and assigns which has been formed by Declarant to enforce this Declaration.

Section 5. "The Board" shall mean and refer to the appointed Board of Directors of the Association as defined herein, and their successors as appointed by Declarant or elected by the Members in accordance with the provisions hereof.

Section 6. "Builder" shall mean a person or entity engaged in the business of constructing and selling single family residences, and owns two (2) or more Lots within the Subdivision upon which it has constructed, or is constructing, a Living Unit for purposes of resale, rather than occupancy.

Section 7. "By-Laws" shall mean the By-Laws of the Association.

Section 8. "Special Assessment" shall mean an Assessment, in addition to any other assessment authorized herein, which the Board may levy against Lots for the purpose of providing funds for, and the proceeds of which shall only be used for, construction, reconstruction, replacement, major repair or other expenses of a capital nature upon any portion of the Subdivision including, without limitation, any of the Common Areas or any improvements, fixtures, machinery or other personal property constructed or located upon or within, or attached to, or used by the Association in connection with, the Common Areas.

Section 9. "Common Area" shall mean all real and personal property now or hereafter utilized by the Association for the common use and enjoyment of the Owners, including, by way of example and not of limitation, all esplanades within all public or private streets and roadways, street lights, fountains, club houses, including pools and tennis courts, athletic fields, green belt areas, hike and bike trails, waterways, utility easements (other than those located within the perimeter boundary of a Lot, Reserve, or other portion of the Subdivision owned by a person or entity other than the Association), excluding, however, any Lots, Reserves and any portion of the Subdivision owned by Declarant. The Common Area shall include the entrance to the subdivision, more particularly described on Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes and shall include all easement rights of Declarant therein. The Common Area shall include all property of the type described herein now owned or hereafter acquired by the Association, whether by purchase or otherwise, and such other real or personal property as Declarant may hereafter designate as Common Area by instrument recorded among the Real Property Records of Fort Bend County, Texas.

Section 10. "Declaration of Annexation" shall mean and refer to an instrument, as described in Article IX, which may be

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hereafter executed by Declarant and recorded among the real property records of Fort Bend County, Texas by or in which Declarant subjects some portion of the "Property", or other real property, of this Agreement, to the covenants, conditions and restrictions contained in this Declaration, as amended, modified or supplemented by such Declaration of Annexation and by which such other real property is annexed to the Subdivision.

Section 11. "Declarant" shall mean and refer to LAKE OLYMPIA DEVELOPMENT, N.V. doing business as Lake Olympia Development Corporation, its successors and assigns.

Section 12. "General Assessment" shall mean any Assessment, as heretofore defined, except a Capital Assessment and a Neighborhood Assessment.

Section 13. "Living Unit" shall mean and refer to a detached dwelling house for occupation by a single family, as well by any servants whom the family may retain. A Living Unit shall be the primary structure on its Lot and only one (1) Living Unit shall be permitted on each Lot.

Section 14. "Lot" shall mean and refer to the individual tracts or parcels reflected on the recorded plat of the Subdivision and specifically described in the introductory portion of this Declaration, which is restricted to residential use by this Declaration.

Section 15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot but shall not include a mortgagee until such mortgagee has acquired fee title to the Lot in a grant pursuant to a foreclosure or deed or any other proceeding in lieu of foreclosure.

Section 16. "Reserves" shall mean and refer to the real property located with the boundaries of the Subdivision which is owned by Declarant and is not a Lot nor a Common Area, whether or not designated as a Reserve on any plat or replat of the Subdivision or any portion thereof, but shall specifically include any portion of the Subdivision designated as "Reserve" on the map or plat of the Subdivision.

Section 17. "Subdivision" shall mean and include Palmer Plantation at Lake Olympia Section One, and any other portion of the Property, or other real property, which is subdivided by a map or plat recorded among the appropriate records of Fort Bend County, Texas and annexed to the Subdivision by a Declaration of Annexation hereafter executed by Declarant.

Section 18. "Waterway" shall mean and include any lake, creek (other than Oyster Creek) or other body of water, all or a portion of which is contained within the Property or the Subdivision, up to the shore line, levy or bulkhead along such Waterway, together with any adjacent areas contained within the boundaries of any drainage easement applicable to such Waterway and shall include both the water contained within such Waterway, the ground or bottom thereunder, and any structures now or hereafter located upon or within such Waterway.

Section 19. "Waterway Assessment" shall mean an assessment levied only against the Waterway Lots (as defined herein) the proceeds of which shall be used to repair, maintain, rebuild, restore, and style or otherwise service any portion of a bulkhead or other shore line between a Waterway and the property which it adjoins.

Section 20. "Waterway Lot" shall mean a lot any portion of which is bounded by, or which fronts upon or backs up to, a Waterway, or any portion of a Waterway and shall include, without limitation, those lots designated as Waterway Lots in any Declaration of Annexation hereafter executed and recorded by Declarant.

ARTICLE II

Common Areas - Rights and Limitations

Section 1. Owners' Easements of Enjoyment. Each and every Owner, as well as Declarant and Declarant's successors and assigns, shall have and is hereby expressly granted a perpetual and non-exclusive right and easement of use and enjoyment in and to the Common Area subject to the limitations and conditions contained in this Declaration or in any Declaration of Annexation, or any Deed conveying Common Area to the Association and subject to any and all rules and regulations promulgated by the Association, and subject to the terms and conditions of any Deed, easement, lease, Deed of Trust or other encumbrance affecting, covering or describing any portion of the Common Area. Use of portions of the Common Area, or facilities constructed therein, including boating and waterway facilities, club, club house and athletic facilities may be further subject to the payment of dues, or other fees for the use thereof in accordance with rules and regulations which may be prescribed by the Association from time to time.

Section 2. Delegation of Use. Any Owner may delegate the right to the use and enjoyment of the Common Area, and facilities which constitute the Common Area, to members of an Owner's family who reside with Owner upon a Lot, and to tenants or contract purchasers who reside on a Lot, all in accordance with the By-Laws of, or rules and regulations adopted by, the Association.

ARTICLE III

Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and each Owner, for each Lot owned within the Subdivision, shall be subject to an Assessment as hereinafter provided and, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such Assessments as may be fixed, established, and collected from time to time, as hereinafter provided, all of which shall be a charge against and secured by a continuing lien upon, the Lot. The lien for the payment of Assessments shall be for the benefit of the Association and all Owners although the Association shall have the exclusive right to collect all Assessments and exercise remedies in the event of non-payment, and shall be prior and superior to all other liens, except: (a) all liens for taxes or special assessments levied by the county and state governments or any political subdivision or special district thereof; (b) all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of any such Assessments become due and payable; and (c) all liens, including but not limited to vendor's liens, deeds of trust and other security instruments which secure any loan for all or a part of the purchase price of a Lot when the same is purchased from a Builder. Any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings to which the Association has been made a party, shall extinguish the lien securing an Assessment which become due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot

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from the lien securing an Assessment thereafter becoming due and payable, nor shall the personal obligations of the Owner be extinguished by any foreclosure. Each Assessment, together with interest thereon and costs of collection, as hereinafter provided, shall also be and remain the personal obligation of the Owner of such Lot at the time the Assessment becomes due and payable, notwithstanding any subsequent transfer of title of same. Such personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them, but shall be secured by the continuing lien referred to above.

Section 2. Effect of Non-payment of Assessment. If any Assessment is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the maximum non-usurious interest rate allowed by applicable state and/or federal laws, and if placed in the hands of an attorney for collection, or if suit is brought thereon, or if same is collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten percent (10%) of the amount owing, as attorneys fees. The Association, as a common expense of all Owners, may institute and maintain an action at law or in equity against any defaulting Owner to enforce collection and/or for foreclosure of the liens against his Lot. All such action may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the liens of a mortgage or deed of trust on real property. The Declarant or Association shall have the right to publish monthly, a list of all Owners delinquent in payment of their respective Assessment charges and post the same throughout the Subdivision or in any newsletter published for the benefit of the Association.

Section 3. Collection and Enforcement. Each Owner, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of Assessments and/or for the enforcement and foreclosure of the lien securing same as well as any other action.

Section 4. Purpose of Assessments. The Assessments levied by the Association (other than Special Assessments and Waterway Assessments) shall be used for the purpose of providing funds to or for the Association to carry out any of its duties, rights or privileges under this Declaration or any document referred to or incorporated herein including, without limitation: (i) the improvement, beautification, management, operation, repair, restoration, modification and maintenance of the Common Area, including all real and personal property which constitutes, or is located upon or used in connection with the Common Area including the payment of all expenses, and employment and payment of all personnel reasonably required for the Association to carry out its duties hereunder; (ii) the enforcement of this Declaration and any amendments or supplements hereto or additional covenants contained in any Declaration of Annexation; (iii) the payment of taxes and other assessments upon the Common Areas and premiums for insurance applicable to, or covering, the Common Areas, the Architectural Control Committee, the Association, the Board, Declarant or their officers, directors, members or owners; (iv) the operation, or subsidy, including payment of all or a portion of fees, dues or expenses, of any club, club house, or athletic facility or club which may own or operate athletic or club facilities within the Property; and (v) for any and all other uses and purposes, in the sole discretion of the Board as shall benefit, promote or enhance the health, safety, convenience, and welfare of Owners, or the

beauty, use, enjoyment, operation, maintenance or value of the Subdivision, or parts thereof.

Section 5. Maximum Assessments.

- (a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum General Assessment shall be the sum of \$372.00 per lot per year.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum General Assessment may be increased by the Board without the consent or joinder of Members or Owners, by as much as ten percent (10%) for each year from the first day of the first January after the conveyance of the first Lot until the date of such increase.
- (c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum General Assessment may be increased in excess of amounts permitted under subparagraph (b) above only with the consent or upon the vote of two-thirds (2/3) of the combined classes of all Members voting in person or by proxy at a meeting duly called for this purpose in accordance with the voting rights and provisions of this Declaration.
- (d) The actual Assessments, for each year, shall be set, from time to time, by a majority vote of the Board in accordance with the provisions and limitations, if any, of this Declaration.

Section 6. Special Assessments. In addition to the General Assessment authorized above, the Association may levy a Special Assessment in any year, upon recommendation or vote of a majority of the Board, provided that such assessment is approved or consented to upon the affirmative vote of two-thirds (2/3) of the votes cast by the combined classes of all Members voting in person or by proxy at a meeting duly called for this purpose in accordance with the voting rights and provisions of this Declaration.

Section 7. Waterway Assessments. In addition to the General Assessment and Special Assessment authorized above, the Association may levy a Waterway Assessment which shall be assessed against, and shall only be applicable to, Waterway Lots, and shall be subject to the following conditions and limitations:

- (a) The amount of the Waterway Assessment applicable to any Waterway Lot shall not exceed fifty percent (50%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Waterway Lots.
- (b) The Waterway Assessment shall be assessed against each Waterway Lot in proportion to, and based upon, the linear footage of the boundary or boundaries of such Waterway Lot which front upon, back up to or otherwise adjoin a Waterway.
- (c) The actual amount of any Waterway Assessment shall be set by the Board, upon majority vote, provided that it does not exceed the maximum amounts authorized herein.

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- (d) The proceeds of any Waterway Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve or improve, in any way, any bulkhead, shore line or other boundary of a Waterway and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any bulkhead or shore line.

Section 8. Notice of Meetings and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the combined classes of the membership shall constitute a quorum. In the event that a quorum is not present, another meeting may be called, subject to the same notice requirement and the required quorum for the subsequent meeting shall be one-half (1/2) of the required quorum for the preceding meeting. No such meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Rates of Assessment.

- (a) Both General Assessments and Special Assessments must be fixed at a uniform rate for all Lots within any Subdivision to which this Declaration is applicable.
- (b) Anything herein to the contrary notwithstanding, the Assessment applicable to any Lot owned by a Builder upon which no Living Unit has been fully constructed and any Lot owned by Declarant shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Assessment. At such a time as a Living Unit upon a Lot is first occupied, either by an Owner or any other person or entity, then such Lot shall be subject to the full rate of Assessment applicable to such Lot, effective immediately upon occupancy of such Living Unit, and such Assessment shall not be thereafter affected, diminished or suspended regardless of whether or not the Living Unit may thereafter cease to be occupied.

Section 10. Due Date of Assessments. Assessments shall become due and payable at such times, and in such installments as the Board may determine, from time to time. Unless, or until, the Board provides otherwise, all Assessments shall become due and payable, for the year, on the first day of January of each year and shall be payable, annually, in advance unless otherwise determined by the Board. Assessments, or increases in Assessments which first become effective, as to a particular Lot, at any time after January 1 of a calendar year, shall be pro rated on the basis of the number of days remaining from the date such Assessment, or increased rate of Assessment, first became effective, until the end of the then-current calendar year and shall be due and payable, in advance, on the date on which such Assessment, or increased rate of Assessment, became effective. The Board shall furnish written notice of the amount of each Assessment to each Owner within a reasonable time after the determination or setting of such Assessment and shall, upon request, and for reasonable charge, furnish certificates signed by an officer of the Association setting forth whether the Assessments applicable to a particular Lot have been paid. A properly executed certificate of the Association evidencing the payment of any Assessment applicable to a Lot shall be binding upon the Association as of the date of its issuance.

Section 11. Exemptions. All Common Area, and all Reserves and all portions of the Property owned or otherwise dedicated to any

political subdivision shall be exempt from the Assessments and the liens created herein.

Section 12. Commencement of Assessments. Until further action of the Board, there is hereby assessed against each Lot in the subdivision an assessment of \$ 144.00 per Lot for the year 1984, and \$ 252.00 per Lot for the year 1985 and thereafter, subject to the further action of the Board. The assessment for the year 1984 shall commence and become effective and shall be due and payable, in full, on May 1, 1984. The assessment for the year 1985 and each year thereafter shall become due and payable on the first day of January of each year unless and until the Board provides otherwise.

ARTICLE IV

The Association

Section 1. Organization. The Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas.

Section 2. Purpose. The purpose of the Association shall in general be to provide for and promote the health, safety and welfare of the residents of the Subdivision, to collect the Assessments and to administer such funds, to provide for the maintenance, repair, preservation, upkeep and protection of the Common Area, and to exercise all rights authorized, and perform all duties imposed, by, and any and all other purposes as are stated in this Declaration, or the Articles of Incorporation or By-Laws of the Association.

Section 3. Directors. The initial Directors of the Association shall be three (3) in number, and they shall be selected by Declarant. Each initial Director shall serve until such Director's successor is elected and qualified; provided, however, ~~that any Director may resign at any time and, until the~~ "Equalization Date" (as hereinafter defined), Declarant shall have the right to remove any Director, at any time, with or without cause by a written document sent to the Board. Until the Equalization Date, any vacancy occurring in the Board of Directors shall be filled by Declarant. Within a reasonable time after the Equalization Date, the Directors shall call a meeting of members of the Association for the purpose of electing Directors, and, at such meeting, and thereafter, members of the Board of Directors shall be elected by a majority vote of members of the Association, and each Director shall serve for a term of three (3) years. Except to the extent that another vote is otherwise specifically prescribed, the Board shall manage the affairs of the Association upon a majority vote of such Directors.

Section 4. Members. Each Owner, whether one or more persons or entities, of a Lot which is subject to the Assessments shall, upon and by virtue of becoming such Owner, automatically become a member of the Association and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, as such membership is appurtenant to and automatically follows and passes with the legal ownership of a Lot. Membership in the Association is expressly limited to the Owners of Lots which are subject to the Assessments as above stated. Certificates of Membership may be issued at the option of Declarant.

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Section 5. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners of a Lot, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person or entity holds or owns an interest in a Lot, all such persons or entities shall be members, and the vote for such Lot shall be exercised as they may determine, but in no event shall more than one vote be cast with respect to any Lot. There shall be no fractional votes.

Class B. The Class B member shall be Declarant and Declarant shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and be converted to a Class A membership on the happening of any of the following events, whichever occurs first (such date being herein called the "Equalization Date"):

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, taking into consideration all Lots owned by Declarant within the Subdivision, and within any additional Subdivision that has been annexed hereto;
- (b) January 1, 2015; or
- (c) When, in its discretion, Declarant so determines.

Section 6. Suspension of Voting Rights. The Association shall have the right to suspend the voting right of any Owner and/or the right of any Owner to use the Common Area if:

- (i) such Owner is in default in the payment of any Assessment or other amount of money due to the Association for a period of forty-five (45) days after the due date thereof; or
- (ii) If such Owner has failed to comply with any of the restrictions contained herein or the rules and regulations of the Association, for a period of fifteen (15) days after written notice thereof from the Association; and
- (iii) In the event of a default in payment of Assessments, or failure to comply with the restrictions of this Declaration or rules and regulations of the Association, for an additional period not to exceed sixty (60) days from the date such default or violation is cured or rectified.

The Association's right to suspend voting rights shall not be exclusive, but shall be cumulative of, and in addition to, any and all other rights and remedies of the Association.

Section 7. Title to Common Area. The Association shall have the right to hold title to such portions of the Common Area as Declarant may convey to the Association, or otherwise designate, by document recorded among the appropriate real property records, as Common Area, all of which conveyances or designations shall be subject to any and all easements prescribed or granted herein, and any and all other liens, claims, encumbrances, easements, restrictions or reservations applicable to such property.

Section 8. Management and Maintenance of Common Area. The Association shall maintain the Common Area, with funds provided by

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the Assessment described herein and shall have the exclusive right to the management and control of the Common Area and all improvements thereon and all personal property, fixtures, equipment or machinery thereon or used in connection therewith. Without limiting the generality of the foregoing, and by way of illustration and not of limitation:

- (a) The Association shall have the right to construct, install, repair and maintain the Common Area and to borrow money and in aid thereof to mortgage the Common Area or any part thereof;
- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure or forfeiture of any mortgage, lien or other encumbrance thereon;
- (c) The Association shall have the right to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the Common Area or any part thereof, inclusive of rules and regulations of all waterways, all of which shall be binding upon, complied with and observed by each Owner. These rules and regulations may include provisions to govern and control the use of the Common Area by guests or invitees of the Owners, including without limitation, the number of guests and invitees who may use the Common Area or any part thereof at the same time and each Owner shall be responsible to insure that all of such persons comply therewith;
- (d) The Association shall have the right to assess and collect the assessments provided for herein, and in addition shall have the right to charge reasonable admission and other fees for the use of any recreational facilities, club (whether privately owned, limited membership clubs), club facilities, water facilities or other facilities which are a part of the Common Area, if any, including, but not limited to, separate charges for the use of any such swimming, tennis, club or lake facilities and additionally shall have the right to disburse such amounts to the entity or entities entitled to receive such funds;
- (e) The Association shall have the right to transfer or convey all or any part of the Common Area, or any interests therein, to any governmental entity or agency which either requests conveyance of the same, or initiates condemnation proceedings to acquire the same, for public purposes.
- (f) The Association shall have the right to rent or lease any part of any Common Area for such consideration as it may deem necessary and under such terms and conditions as it may desire so long as all of such funds under such agreement inure to the Association;
- (g) The Association shall have the right to extend the use and enjoyment of any of the Common Area, if any, to persons other than Owners or an Owner's guest or invitee;
- (h) The Association shall have the right to grant or dedicate easements in, on, under or above the Common Area or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Property or subdivision or any part thereof;

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- (i) Each Owner shall be liable to the Association for any damage of any kind or character, to the Common Area or any personal property attached thereto, located thereon or used in connection therewith which may be caused by the negligence of an Owner, or tenants, employees, agents, customers, guests, invitees or licensees of such Owner. Each Owner does further, by acceptance of a deed to a Lot, release the Association and the Board, the Architectural Control Committee, and Declarant, and all or either of their officers, directors, shareholders, members from any and all claims or causes of action for personal injuries, or property damages, occurring within or upon the Common Area or any portion of the Property, or caused by, or resulting from, any personal property, machinery, equipment or fixtures located thereon, attached thereto or used in connection therewith.
- (j) Except as permitted in this Declaration, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Subdivision or any part thereof seek any judicial partition unless the Subdivision under which the partition is sought has been removed from the provision of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of real or personal property, nor from acquiring title to property which may or may not be subject to this Declaration.
- (k) In addition to the notices above stated, the Association reserves the right to publish in a list and in a form satisfactory to the Association, a list of all individuals or entities who (1) have not abided by the rules and regulations of the Association or (2) are delinquent in paying any assessments of the Association. Each Owner consents to the mailing, publication, or disbursement of this information to assist the Association in collecting such amounts or remedying such acts of non-compliance.

Section 9. Authority of Association. The Association shall be the custodian of, and shall have the sole right to administer funds collected from Assessments, for such purposes, and in such manner, as the Board, in the exercise of their reasonable business judgment, may determine. No individual person, as an officer or director of the Association or of Declarant, or as a member of the Architectural Control Committee, shall be liable to any Owner, Builder or any other person or entity as a result of the performance of his duties, or the exercise of his discretion or judgment on behalf of, or in such individual's capacity as officer, director or member, of the Association, Declarant or the Architectural Control Committee. The purposes for which Assessments may be expended, and the rights and privileges granted to the Association herein are permissive only, and shall not create nor imply any obligation or affirmative duty on the part of the Association or Declarant, its officers or directors.

Section 10. Indemnification. The Association shall indemnify itself, its Board, and each of its officers and directors, and shall further indemnify the Architectural Control Committee, and each of its members (including any advisory members or directors), against any and all expenses, including reasonable attorney's fees incurred by or imposed upon such individual or entity in connection with any suit, claim or other proceeding (including settlement of any such claim, suit or proceeding if such settlement is approved by the Board) to which such individual may be

a party by reason of being, or having been an officer or director of the Association, or member of the Architectural Control Committee unless, and only unless, such individual is found (by a final judgment which cannot be further appealed) to have acted in bad faith or with malice, or to have been grossly negligent. No such officer, director or committee member shall be liable to the Association, the Committee, any Owner, nor any other person or entity for any mistake of judgment, whether negligent or otherwise nor for the exercise of such individual's judgment except in the event of such judicially determined bad faith, malice or gross negligence. No officer or director of the Association, nor any member of the Architectural Control Committee, shall have personal liability with respect to any contract or other commitment made by them on behalf of the Association or the Architectural Control Committee, and the Association shall indemnify and hold harmless each such officer and director and committee member from any and all liability in connection with any such contract or commitment. The Association shall obtain and keep in force, such general liability, and officers and directors liability insurance as the Board may reasonably determine, from time to time, to insure the Association's indemnity obligation hereunder.

ARTICLE V

Architectural Control Committee

Section 1. Creation and Duties. There is hereby created an Architectural Control Committee (sometimes hereinafter referred to as the "Committee") composed of the individuals named in Article I, Section 2, or their successors, whose duties shall be to review, and control, the architectural and environmental appearance of the Subdivision, in accordance with this Declaration and such standards as may be promulgated by the Board and to carry out such other duties as may be prescribed, from time to time, by the Board.

Section 2. Tenure. The persons serving on the Committee shall serve until such time as all Lots within the Subdivision, including any subdivision which may be hereinafter annexed hereto, have been conveyed by Declarant and Declarant is no longer the owner of any Lot (the "Conveyance Date"). After the Conveyance Date, the members of the Committee shall be appointed, and shall serve for such term, as the Board may determine. Any member of the Committee shall have the right to resign at any time, and, until the Conveyance Date, Declarant shall have the right to remove any member of the Committee, with or without cause, and appoint a successor thereto. In the event of the death or resignation of any member of the Committee, prior to the Conveyance Date, Declarant shall designate a successor or successor thereto, which successor shall have all the authority and power of his predecessor. The Committee may designate one or more of its members to act for it. No member of the Committee shall be entitled to compensation for his services, as such, on the Committee, but the Committee shall have the right to retain and use the services of, such architects, engineers, attorneys, accountants or other professionals or consultants as the Committee may determine, from time to time, all of whom shall be entitled to compensation for their services as such, regardless of whether or not they are a member of the Committee. Each member of the Committee shall be entitled to the same immunities and indemnification as are provided for officers and directors of the Association.

Section 3. Advisory Directors. The Committee shall have the right, at any time, and from time to time, to appoint one (1), or any number, of advisory directors, each of whom shall serve at the pleasure of the Committee for such term and upon such conditions as the Committee may prescribe from time to time. Advisory directors shall not be entitled to vote upon matters presented to the

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Committee for decision, but shall be entitled to attend, receive notice of and be heard at, all meetings of the Committee subject to such reasonable limitations or conditions as the Committee may prescribe from time to time.

Section 4. Approval of Plans. No Living Unit, garage, Building, structure or other improvement, of any kind or character, including, but not limited to, streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed, or maintained on any Lot or any other portion of the Subdivision, nor shall any exterior addition to, or modification or alteration thereof, be made until (i) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, streets, driveways, sidewalks, parking areas, pedestrian ways, and storage areas, and a schematic plan for the landscaping and lighting of the property, the complete name, identity and address of the Builder (or, in the case of a Lot not owned by a Builder, the identity and address of each contractor which will be performing any portion of the work described in the plans) have been submitted to and approved in writing by the Architectural Control Committee, and thereafter (ii) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the Architectural Control Committee as to compliance with this Declaration and as to harmony of external design and location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography. The final working plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical and plumbing details and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. Except to the extent otherwise provided herein, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any Living Unit or other improvement upon any Lot and, where not otherwise specified herein, the Architectural Control Committee shall also have the right to specify requirements for each building site as follows: minimum setbacks; driveway access screening devices; and the orientation and construction of structures with respect to streets, walks and structures on adjacent property. The Architectural Control 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 or architectural design requirements or that might not be compatible, in its judgment, with the overall character, design or aesthetics of the Subdivision.

Section 5. Approval Procedure. Any request for approval of plans, whether preliminary or final, and any other request which may be required to be approved by the Architectural Control Committee, shall be submitted, in writing, accompanied by all information and documents as may be required by this Declaration or as may be required to make the request reasonably understandable. If the Architectural Control Committee fails to approve or disapprove any such preliminary site plan, schematic plan or other request within thirty (30) days after the request has been received by the Architectural Control Committee, then such plans or requests shall be deemed to be approved. If the Architectural Control Committee declines to approve any such request, it shall do so in writing, together with a reasonable explanation of its reason for such disapproval. Any failure by the Architectural Control Committee to approve or disapprove any plan or other request shall not constitute a waiver of the requirement that such approval be obtained nor

waiver of any other provision of the Declaration. Any material alteration in such plans or requests shall be resubmitted to the Architectural Control Committee as a new request.

Section 6. Variances. The Architectural Control Committee, where it is specifically granted such right herein, and, in any event, in any situation which the Board may direct or authorize from time to time, may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, placement of structures or other similar restrictions when reasonably justified by individual circumstances. Any such variance must be evidenced by a writing signed by a majority of the Committee and shall become effective upon their execution. The granting of such variance shall not constitute a waiver or modification of any of the covenants, conditions or restrictions of this Declaration, but shall only constitute an acknowledgment and agreement, which shall be binding upon the Association, each Member and Declarant, that the specific variance authorized shall not be deemed a violation of this Declaration.

Section 7. Blanket Builder Approval. Any Builder which owns, and is constructing Living Units for resale upon ten (10) or more Lots may submit a series of plans, specifications and elevations which describe all Living Units which such Builder will construct upon the Lots owned by it and which generally describe where such Living Units, garages, and other facilities to be constructed by the Builder, will be located upon the Lots, without designation of a particular type of Living Unit to be constructed upon a particular Lot. So long as the contents of such plans otherwise comply with these restrictions, they shall be approved by the Architectural Control Committee, subject to the condition that all such Living Units, garages and other structures and improvements shall thereafter be constructed in strict compliance with such plans and these restrictions.

ARTICLE VI

Electrical Distribution System

An underground or aboveground electric distribution system will be installed in that part of Palmer Plantation in Lake Olympia Subdivision, Section One, designated herein as Underground or Aboveground Residential Subdivision, which underground or aboveground service area embraces all of the lots which are platted in Palmer Plantation in Lake Olympia Subdivision, Section One, at the execution of the agreement between Houston Lighting and Power Company (herein called the "Company") and Declarant or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground or aboveground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and

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operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing from access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground or aboveground service is maintained in the Underground or Aboveground Residential Subdivision, the electric service to each dwelling unit therein shall be underground or aboveground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground or aboveground electric distribution system in the Underground or Aboveground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground or Aboveground Residential Subdivision is being developed for residential dwelling units, including homes, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground or Aboveground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant has paid to the Company an amount representing the excess in cost, for the entire Underground or Aboveground Residential Subdivision, of the underground or aboveground distribution system over the cost of equivalent overhead facilities to serve such subdivision or (b) the owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground or aboveground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in any Subdivision in the Property shown on the plat of the Property, as such plat exists at the execution of the agreement for underground electric service between any electric company and Declarant or thereafter. Specifically, but not by way of limitation, if a Lot owner in a former Neighborhood undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Declarant has paid the electric company as above described.

The underground distribution system covered by this contract is being installed by Company at no cost to Declarant (except for certain conduits), where applicable and except as hereinafter provided) upon Declarant's representation that such Subdivision covered hereby is being developed for residential dwelling units, including homes, townhouses, duplexes and/or apartment structures,

constructed upon the Properties and designed to be permanently located where originally constructed (such category of Living Units expressly to exclude mobile homes), and so wired as to provide for separate metering to each Unit. Should Declarant's plans as outlined to Company be changed so that mobile homes are to be erected, or should the Declarant sell lots within the Underground Residential Subdivision for location thereon of mobile homes, Developer shall thereupon become liable to Company for \$1.75 per front lot foot for all lots or Living Units specified by this agreement to be within the Underground Residential Subdivision, such amount representing the excess in cost, for the entire Subdivision, of the underground distribution system being installed under this agreement over the cost of equivalent facilities for Company's standard overhead services; and Company shall not be further obligated to Declarant under this contract until such payment shall have been made in full. In the event that Developer shall replat all or any part of the Subdivision, Company shall not be obligated to furnish the underground distribution system for services to the replatted lots or dwelling units to be located therein are to be constructed for Living Units as herein before defined, same being those constructed and designed to be permanently located where originally constructed (such category of Living Units expressly to exclude mobile homes) and wired for separate metering to each Living Unit in a multiple dwelling unit structure and (b) payment is made to Company of an amount equal to the excess cost of bringing underground service to the replatted lots over the cost of installing underground distribution system for service to the lots as originally platted. Further, in the event that the plans for the development of the Underground Residential Subdivision as outlined to Company be changed after Company has installed any of its underground service facilities, and if such change in plans will require the removal of, or alteration of such installed facilities, then, except to the extent that such facilities remain suitable for serving any Living Units called for by the change in plans, Declarant shall pay to Company the cost to Company of installing and altering such facilities.

ARTICLE VII

Restrictions

Section 1. Use of Lots. Unless otherwise agreed to in writing by Declarant, all Lots shall be used solely for single-family residential purposes, and no Lot shall be used (either primarily or secondarily) for any business, professional, commercial or multi-family residential purpose whatsoever of any kind or type.

Section 2. Improvements on Lots. No Building, Living Unit, or other structure of any kind or type shall be erected or maintained on any Lot other than one detached single-family dwelling and no more than one (1) garage, not to exceed two and one-half (2-1/2) stories in height, and a private garage for not less than two (2) nor more than three (3) passenger cars and servants' quarters for household and domestic employees actually employed by the Owner or resident of the Lot, and a greenhouse to grow plants for the Owner's or resident's family or household purposes, the design, location and construction of which must be approved by the Architectural Control Committee and which must not be visible from any street, Common Area or adjacent property unless agreed to by the Architectural Control Committee. Carports shall not be allowed.

Section 3. Exterior Materials. All Living Units, and other buildings, structures, and other improvements erected, altered, or placed on any Lot shall be of new construction, and no structure of a temporary character, trailer, modular home, mobile home, tent,

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shack, garage, barn, or outbuilding shall be used on the Subdivision at any time as a residence, either temporarily or permanently. The exterior finish or construction in all materials used for the exterior of each Living Unit and other structure upon a Lot, shall be of brick, stone, masonry or such other materials as the Architectural Control Committee may approve, which approval may also include minimum percentages of such exterior which shall be constructed of brick, stone or other masonry or other materials. The Architectural Control Committee shall have the exclusive right to determine what exterior color schemes, materials and paint colors may be used for the exterior of any Living Unit or other improvements constructed upon a Lot.

Section 4. Temporary Structures. No temporary building shall be erected or maintained on any Lot except during actual construction of a Living Unit and other facilities or improvements thereon, in which case, such temporary buildings and structures must be located upon the Lot upon which construction is in progress and not upon any adjoining Lots, streets, or easements; provided, however, that a Builder which is constructing Living Units upon two (2) or more Lots at one time, may use a Lot owned by such Builder for the location of all temporary buildings and structures during construction. In any event, immediately upon completion of construction, all temporary buildings must be removed. No temporary building or other structure shall be used for residential purposes during construction or at any other time.

Section 5. Apartments and Servants Quarters. No garage apartments for rental purposes shall be permitted on any Lot. Living quarters on any Lot other than the Living Unit may be constructed solely for use by the bona fide domestic or household employees of the Owner of the Living Unit, the use of which is clearly incidental to the use of the Lot on which the Living Unit is located.

Section 6. Frontage. All Living Units shall be constructed on Lots so as to front the street upon which the Lot faces. A Corner Lot shall be deemed to face toward the street which is the furthest from the building setback line for such Lot. The front exterior wall of a Living Unit shall be constructed so as to lie as close to parallel to the street upon which the Lot faces as is reasonably possible, unless otherwise permitted by the Architectural Control Committee.

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Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,600 square feet of living area, if a one story Living Unit and not less than 2,000 square feet of living area, if a one and one-half story, two story, or two and one-half story Living Unit. All computations of living area shall be exclusive of open or screened porches, terraces, patios, driveways, garages, servants' quarters and greenhouse. Measurements shall be to the face of the outermost exterior walls of the living area.

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Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (1) wood shingles which have been treated with fire-retardant as prescribed by the ordinance of the City of Missouri City as is in existence or amended or (2) asphalt or composition type shingles of a minimum of two hundred thirty-five (235) pound - dimensional type, comparable in color to wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

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Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or detached enclosed private garage for not less than two nor more than three passenger cars. Each Owner shall keep all doors to the private garage closed at all times except when persons or vehicles are going into or out of such garage. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, which are of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside.

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Section 10. Fences. Unless the Architectural Control Committee specifically agrees otherwise in writing, no building, fence, or other structure (i) shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building lines therefor shown on the Subdivision Plat, or (ii) shall have a fence in the front yard or (iii) except as to fences, shall encroach on any easement shown on the Subdivision Plat, save and except (to the extent erected by Declarant) the portion of the following lots which front, touch and concern Reserve B in the Subdivision or Lake Olympia Parkway all of which are in Block 1 of Palmer Plantation at Lake Olympia, Section One (1); Lots 1, 24 through 31 inclusive and 52 through 60 inclusive which represents a portion of the entry maintained by the Association, which lots may be fenced in a masonry satisfactory to Declarant, at Declarant's expense, in which event the Owner shall not be required to fence such area fenced by Declarant. Except for the west boundary of Lot 60 in Block 1, and the rear of Lots 1 through 26 in Block 3 (the "Excluded Lots") the original Builder or first Owner of such Lot with a completed Living Unit thereon, shall be required to have constructed a fence made of wood, or such other material as the Architectural Control Committee may approve, enclosing the back and side yards of such Lot. No fences shall be required for Excluded Lots, but, if any Owner or Builder shall erect a fence upon an Excluded Lot, the same shall be in compliance with the other provisions thereof. All fencing material must be approved by Declarant or the Architectural Control Committee unless consented to herein, prior to installation. All fences, walls and other barriers to be erected between Living Units on any Lot or Lots shall first be approved in writing by the Architectural Control Committee. All such fence, wall or barrier shall have a standard height of six feet (6') from finished grade, and each such fence, wall or barrier shall be of an architectural style and material which harmonizes with other improvements constructed within the subdivision, and the decision of the Architectural Control Committee in this matter shall be final. Fences, walls and barriers may be of wood or masonry, but no wire or chain link or similar fence, wall or barrier shall be erected or permitted to remain in the subdivision. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above any street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree, hedge or shrubbery shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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Section 11. Setback Lines. Unless the Architectural Control Committee and the City of Missouri City specifically agree otherwise in writing, no building shall be located on any portion of any lot in violation of (1) any city ordinance of the City of Missouri City as

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in existence or as amended or (2) any recorded plat affecting the Subdivision or the property.

Section 12. Nuisance. No nuisance shall ever be erected, placed, or suffered to remain upon any property in the subdivision, and no Owner of or resident on all or any portion of the Property shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. No Owner or other person shall discharge any firearm on the Property unless to protect life or property. The Association is hereby authorized to determine what constitutes a violation of this restriction.

Section 13. Animals. No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association), snakes, livestock or other animals or fowl of any kind shall ever be intentionally kept on any Lot or the Property except that dogs, cats, or other common household pets (not to exceed a total of three adult animals) of a reasonable size, as is determined by the Association Board may be kept by the Owner or tenant of any Living Unit, provided they are not kept or bred for commercial purposes. Declarant reserves the right after two notices to the responsible party to have any animals removed from any Lot or other area in the Property that are a nuisance or disrupt any portion of the Subdivision. Declarant is hereby granted an easement to enforce this provision as to all portions of the Subdivision and Property.

Section 14. Garbage. No trash, rubbish, garbage, manure, building materials or debris of any kind shall be kept or allowed to remain on any Lot. The Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at such Owners expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be viewed by persons from any other Lot or any street. Reasonable amounts of construction materials and equipment may be stored upon a Lot (or between that Lot and the street abutting same) for reasonable periods of time during the construction of improvements on such Lot, but no such material or equipment shall ever be placed or stored on any street.

Section 15. Exterior Plumbing. No water well, privy, cesspool or septic tank shall be drilled, constructed, placed or maintained on any of the Property except for the Property specifically designated for such use as set forth in the recorded plat.

Section 16. Street Storage. No boat, trailer, camping unit, motor home, bus, truck, or self-propelled or towable equipment, consumer goods or machinery of any sort shall be stored or permitted to park on any street or any Lot except in a garage or other enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from any other Lot or any street, except that (i) during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefor, and (ii) this restriction shall not apply to automobiles and pick-up trucks in good repair and attractive condition parked farther from the street than the building setback lines as shown on the Subdivision plat; and (iii) this restriction shall not apply to the mere temporary parking of any such equipment or consumer goods which is in good repair and attractive condition. The Association is hereby authorized to determine what constitutes temporary parking. In addition, no motorcycles, motor bikes, motor scooters or other similar motorized vehicles shall be allowed in the Subdivision except for transportation to and from a Living Unit, or to and from another specific point of destination. In addition,

none of the above shall be allowed if the Board of the Association determines in its sole discretion that such motor vehicle or motorcycle or other similar vehicle is too loud and causing a disturbance to the Subdivision.

Section 17. Laundry. No clothing or other materials shall be aired or dried in the Subdivision except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from any other Lot or the street.

Section 18. Noise. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 9:00 p.m.

Section 19. Antennas. All antennas, satellite receiving devices, or other similar structures shall be placed (i) inside a Living Unit, or (ii) located in the back yard of any Lot in such a way as not to be visible from any street, Common Area or other Lot.

Section 20. Underground Utilities.

- (a) All electrical, telephone and other utility lines and facilities which (i) are located on a Lot, (ii) are not within or a part of any building, and (iii) are not owned by any government entity, public utility company, or the Association, shall be installed underground. Lighting fixtures may be installed above ground if approved in writing by the Architectural Control Committee.
- (b) The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (in accordance with all requirements of local governing authorities) the underground or aboveground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of said Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter.
- (c) Easements for the underground service may be crossed by driveways, fences and walkways provided that the Owner of each Lot affected makes prior arrangements satisfactory with the utility company furnishing any service and any other owner or user of such easement and provides and installs the necessary electric conduit and other structures of approved type and size under such driveways, fences or walkways and prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, and neither the Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, flowers, or other improvements located on the Property covered by said easements.

Section 21. Mailboxes. All mailboxes in the Subdivision shall be neighborhood-type mailboxes as are supplied and maintained by the United States Postal Service, and shall be in such locations as the Declarant and United States Postal Service, and the City of

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Missouri City ascertain are the most practical place to place the same. Each Owner acknowledges that potentially the location of such mailbox may cause traffic problems with respect to individuals coming to or leaving from such mailbox, and consents to the same. In addition, all house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final and accordingly, the Architectural Control Committee shall have the authority to approve and disapprove of such items.

Section 22. Signs. No sign, advertisement, billboard or advertising structure of any kind, except for the subdivision identification signs, shall be displayed to the public view on any portion of the Property or on any Lot except one (1) sign for each Lot, which sign may have one (1) maximum dimension of 24" and a maximum area of 576 square inches, and no more than three (3) feet in height, advertising the Property for sale or rent, except signs used by Declarant to advertise the property, the Subdivision or any part of either, during the construction and development of all subdivisions which constitute Lake Olympia and signs used by Builders which are specifically authorized by Declarant, to advertise Lots and Living Units constructed thereon for sale by such Builders.

Section 23. Maintenance Obligations. The Owner of each Lot shall maintain, at such Owner's sole cost and expense, the Living Unit, garage and all other structures and improvements constructed upon, and all sidewalks, driveways, fences, grass, trees, hedges, shrubbery and plantings located upon each Lot, in a neat and attractive condition. The Association shall have the right, after seven (7) days' notice to the Owner of any Lot, setting forth the action intended to be taken by the Association, and provided that at the end of such time such action has not already been taken by such Owner (i) to mow the grass thereon; (ii) to remove any debris therefrom; (iii) to remove, trim or prune any tree, hedge, or planting that, in the opinion of the Association, by reason of its location or height, or the manner in which it has been permitted to grow, or disease, decay or other condition, is detrimental to the enjoyment of adjoining property, is unattractive in appearance or obstructs the view of traffic; (iv) to repair or paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent property in the subdivision; and (v) to do any and all things necessary or desirable in the opinion of the Association to place such property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the Owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the rate of eighteen percent (18%) per annum, and to pay any attorney's fees and court costs incurred by the Association in collecting said obligation, and all of the same shall be secured by a lien on such Owner's property, subject only to liens then existing thereon.

Section 24. Driveways. Unless the Architectural Control Committee agrees otherwise, each Lot (except for Corner Lots which may have driveway access either to the front street or side street) shall have driveway access to the street on which the Lot faces. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage to an abutting street, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto. In addition, the

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Architectural Control Committee shall have the right to approve all materials and design of all driveways.

Section 25. Sidewalks. Before any Living Unit constructed on a Lot is occupied, the Builder, or Owner, shall construct and complete a sidewalk in accordance with those provisions or specifications of Exhibit "E", which is attached hereto and made a part hereof for all purposes, which are applicable to such Lot, and which describe the location, size, finish and construction of the sidewalk required for such Lot. In the case of a Corner Lot, the front and side sidewalks shall each extend to the street curb and shall provide curb ramps for the handicapped. All sidewalks shall be constructed in compliance with Section 228 of the Highway Safety Act of 1973 and all amendments thereto, and all rules, regulations and interpretations promulgated thereunder.

Section 26. Lawns. Prior to the initial occupancy of any Living Unit on any Lot, the Owner of such Lot shall be required to (i) fully sod with grass the area between his Living Unit and the curb line(s) of the abutting street(s), (ii) plant in the area described in Exhibit "F", which is attached hereto and incorporated herein by reference for all purposes, at least two (2) trees with respect to the portions of the lot in front of the house, and in the event of a corner lot, three (3) trees on the side of such house, all such trees to be of a type, and installed pursuant to that certain exhibit attached hereto as Exhibit "F", and (iii) install all other landscaping required by any contract or other agreement between Declarant and any Owner or Builder of such Lot. Further, the mandatory locations of such trees are specifically set forth in Exhibit "F", with the development scheme of such exhibit being common trees for common street rights-of-way.

Section 27. Exceptions. Notwithstanding the foregoing provisions of this Article, Declarant shall have the exclusive right to (1) make exceptions without being in violation herein, to one or more use restrictions herein; and (2) erect, place and maintain, or permit one or more builders to erect, place and maintain, on their respective Lots such facilities (including, but not limited to, offices, temporary construction trailers, storage areas, model homes and other units, and signs) as in Declarant's sole discretion may be reasonable or convenient to improve or enhance the salability of the Property, the Subdivision or any Lots therein or all or any portion of the entire development of Lake Olympia.

Section 28. Single-Family Residences. With respect to the occupants of any Living Unit, no Living Unit shall be permanently occupied by more than three (3) individuals who are not related by consanguinity or affinity without the prior written approval of the Association.

Section 29. Variety of Living Units. No Builder, Owner, or agent of Owner, shall be allowed to place on any lot any Living Unit with the same or substantially similar elevation, as is reasonably determined by the Association, in an area of (i) as it relates to Living Units on the same side of the street, the same elevation shall not appear unless there are three (3) houses with substantially different elevations in between it and (ii) as it relates to houses across the street from each other, shall not repeat itself unless there are two (2) houses of substantially different elevations between it inclusive of any house or houses across the street.

Section 30. Exterior Lighting. The approval of the Architectural Control Committee must be obtained in writing prior to the installation of any floodlights, flood lamps, gas lights, or any other type of exterior lighting on any Lot.

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Section 31. Fires. No Owner, or occupant of any Living Unit, nor any invitee or guest of either shall burn any trash, brush or other materials nor utilize any outdoor fire, except such fires as are contained in approved cooking devices or barbeque pits.

Section 32. Remedies. In the event any Owner, or occupant of a Living Unit, or any guest, invitee, licensee or tenant of any such Owner or occupant, shall violate or fail to comply with the terms and conditions of this Declaration, and such failure shall continue for a period of ten (10) days after written notice thereof from Declarant or the Association, Declarant or the Association shall have the right, but not the obligation, to remove any sign, fence, vehicle or other structure or item of personal property which is located, placed or erected upon a Lot or anywhere else in the Subdivision in violation of these restrictions, or to take such other action as may be reasonably required to remedy, correct or terminate any such violation of these restrictions. Neither the Declarant nor the Association shall have any liability or responsibility for exercising any of the rights or remedies granted herein, and any expense thereof shall be borne by the Owner of the Lot upon which such violation occurred, and shall be reimburse to Declarant or the Association upon request, and shall become a part of the Assessment for such Lot and shall be secured by the same lien granted herein for such Assessment.

ARTICLE VIII

Special Restrictions of Waterfront Properties and Waterway Usage

In addition to the general restrictions set forth herein, the following restrictions shall apply to Lots which abut any waterway, and to all and to all individuals on entities using any waterway in the Subdivision:

- (a) No construction, filling or dredging shall be allowed within the boundaries of any lake, canal, or Waterway without the prior written approval of the Association;
- (b) No boats or other water-borne craft shall be propelled by means of any engines either inboard or outboard except for electric engines. Gasoline or other internal combustion engines propelling any craft shall be prohibited. No craft in excess of eighteen (18) feet in length and/or ten (10) feet in width shall be allowed temporarily or permanently on the Waterways, except crafts used by Declarant, the Association or their agents or assigns. No houseboats, rafts or crafts will be allowed upon the Waterways either temporarily or permanently;
- (c) Neither Declarant, Association nor any of their officers, directors, shareholders, agents or employees, shall be liable to any Owner or any occupant of a Living Unit, or any person upon or using any Waterway for any personal injury, including death, property damage or any other claim caused by or resulting from the Waterway, or the use of any Waterway by any person, or the use of any facilities, including piers, boats, bulkheading or other personal property or fixtures which are located or constructed in or upon or used in connection with such Waterway.
- (d) No person under the age of 13 shall be allowed in the Waterways or in boats or other water-borne crafts on the Waterways in the Property unless under the direct supervision of an adult guardian or natural adult parent.

- (e) No slips, excavations or dredging shall be made into any Lots. Floating piers are expressly prohibited.
- (f) Notwithstanding anything herein, the Owner of a Lot which abuts or adjoins a Waterway may construct one (1) permanent dock or pier to extend not more than ten feet (10') beyond the bulkhead or shoreline into the adjacent Waterway, said dock or pier not to exceed (1) twenty feet (20') in length along the shoreline and to be constructed of concrete, masonry, stone, rock or timbers treated by creosoting, wolmanizing or other wood preservatives; and (2) shall be no higher than ten (10) feet above the top of the bulkhead affecting such Living Unit. The plans and specifications for the construction of any such dock or pier and the materials colors and type shall be approved in writing prior to commencement of construction by the Architectural Control Committee.
- (g) The Association shall have the right to promulgate rules and regulations, from time to time, regarding the use of Waterways and all facilities or personal property applicable to the Waterways, all of which rules and regulations shall be binding upon each Owner, each Owner's guest, invitees, and tenants, and any other person or entity upon or using any portion of the Waterway.
- (h) Each Owner of a Waterway Lot shall have the primary responsibility to maintain the bulkhead or shore line of such Waterway Lot in accordance with standards established by the Architectural Control Committee or the Association. The Association shall have the right, but not the obligation, at any time, and from time to time, in its sole discretion, to maintain, repair, restore, rebuild, replace, secure, preserve or improve any bulkhead, shore line or other boundary of a Waterway, and assess a Waterway Assessment to provide funds for the payment thereof.
- (i) The Association, its agents, employees, representatives or assigns shall have, and are hereby granted, an easement upon, in, or over, that portion of any Waterway Lot which lies within ten (10) feet of the bulkhead, shore line or other boundary between the Waterway Lot and the Waterway, for the purpose of inspecting, maintaining, repairing, restoring, rebuilding, replacing, securing, preserving or improving any bulkhead, shore line or other boundary between a Waterway and the property adjoining it, including, without limitation, in performance of any such services upon any pilings, cables or other structures incident thereto.

ARTICLE IX

Extension of Declaration to Additional Land

Section 1. Annexation of Additional Subdivisions.

Notwithstanding any other provision of this Declaration, Declarant shall have the unilateral right and option, at any time and from time to time for a period of forty (40) years after the date of recordation of this Declaration, to subject portions of the Property, or other real property now owned, or hereafter acquired, by Declarant to the covenants, conditions and restrictions of this Declaration, subject to such modification or amendments thereto as Declarant may provide for in the Declaration of Annexation thereof by the execution and recordation of a Declaration of Annexation which:

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- (a) Refers to or incorporates this Declaration;
- (b) Names or creates a Subdivision or section of a Subdivision or otherwise describes the real property subjected thereto and designates or declares the same to be annexed to the Subdivision; and
- (c) Contains such amendments, modifications or alterations to this Declarant may desire for the property described in such Declaration of Annexation, and/or contains such additional restrictions, covenants, conditions or assessments as Declarant may desire.

Immediately upon recordation of a Declaration of Annexation as described above, the real property described in such Declaration of Annexation shall be annexed to the Subdivision, and shall thereafter be deemed to be a part of the Subdivision. Except to the extent otherwise expressly provided in the Declaration of Annexation, all rights, privileges, easements and obligations hereof shall automatically extend to the property described in the Declaration of Annexation, and to the Owners thereof.

Section 2. Modification of Restrictions. As to any real property described in a Declaration of Annexation, Declarant shall have the right to provide for such reservations, covenants, obligations, assessments, liens, and other terms and provisions for the property described in such Declaration of Annexation, as Declarant may, in its sole discretion, determine and decide, which need not be similar to, or consistent with, the terms of this Declaration. Without limiting the generality of the foregoing, it is specifically understood that Declarant shall have the right to make such provisions as Declarant may deem desirable, in such Declaration of Annexation, for the construction, development or maintenance of single-family residences; multi-family residential developments; patio homes; townhouses or condominiums; hotels or motels; multi-story, residential, commercial, office or other structures; office or professional buildings; retail or commercial establishments; shopping centers or other developments; athletic, entertainment, amusement or club facilities; storage and transportation structures, buildings, facilities and developments; and educational, governmental or public structures, facilities or developments; provided, however, that no such annexation shall change the character of the property in any Subdivision to which these restrictions have become applicable prior to such annexation.

Section 3. Non-Owned Property. Declarant shall have the right to annex additional subdivisions to the Subdivision upon property not owned by Declarant, provided such Declaration of Annexation is executed by the owner of such real property and joined in by Declarant.

Section 4. Reserves. None of the covenants, conditions or restrictions of this Declaration shall apply to any Reserve. Declarant shall have the right, at any time, and from time to time, to execute a Declaration of Annexation covering and describing any Reserve and thereby subject such Reserve to the covenants, conditions and restrictions of this Declaration, as modified by such Declaration of Annexation, and grant to the then or subsequent owners of such Reserve, or portions thereof, the rights, benefits of this Declaration, as modified by any such Declaration of Annexation. Declarant shall have the right, option and privilege, in its sole and absolute discretion to provide such restrictions upon the Reserves as Declarant may determine, and to use, or convey the Reserves for use and authorize all or any portion of the Reserves to be used for any of the purposes described in Section 2 above, or any other purpose allowed by law.

Section 5. No Obligation to Annex. Nothing contained herein, and no development of the Subdivision nor any portion of the Property shall obligate Declarant to include, annex or incorporate any additional portion of the Property or any other real property, now or hereafter owned by Declarant into the Subdivision, and neither the mention or description of the Property nor Declarant's expressed intent to develop the Property according to a uniform plan or scheme of development shall obligate Declarant to include any portion of the Property in such a development, nor obligate Declarant to impose any restriction, encumbrance or condition, of any kind or character, upon any portion of the Property other than the Subdivision. Declarant shall have the right to create other subdivisions out of the Property which are not annexed to, or part of this Subdivision, and are not subject to any of the conditions, covenants or restrictions hereof, and nothing contained herein, nor applied hereby, shall limit, encumber or otherwise impair or affect, in any way, Declarant's right to use, convey or otherwise deal with any portion of the Property other than that specifically included within the Subdivision.

ARTICLE X

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Attorney's Fees. In the event Declarant, the Association or the Architectural Control Committee shall retain an attorney to enforce any provision of this Declaration, then the Owner of the Lot as to which enforcement is sought shall pay, in addition to all other relief, all reasonable attorney's fees, court costs and other expenses incurred by Declarant, the Association, the Architectural Control Committee or their agents or representatives, in the enforcement of this Declaration.

Section 3. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Term. The covenants, conditions and restrictions of this Declaration shall run with the land and shall be binding upon all Owners of land within the Subdivision, their successors and assigns and all persons or parties claiming under them for a period of forty (40) years from the date hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless, during the six-month period prior to the expiration of such initial forty (40) year period or of any successive ten (10) year period, the then Owners of a majority of the Lots in the Subdivision shall have executed and recorded an instrument which terminates this Declaration.

Section 5. Amendment. This Declaration may be amended during the initial forty (40) year term hereof by an instrument executed and acknowledged by the owners of sixty percent (60%) of the lots within the subdivision. After such initial term, this Declaration may be amended by an instrument executed by those members entitled to cast a majority of Class A and Class B votes of the Association.

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Section 6. Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Declarant conveying all or any part of the land in the subdivision, whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

Section 7. Gender and Grammar. The singular wherever used herein shall be construed to mean and include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 8. Titles. The titles of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

Section 9. Minerals. The Declarant hereby reserves unto itself, its successors and assigns, all of the mineral and/or royalty interests in or affecting the Property, which is currently or in the future vested in the Declarant. However, the Declarant hereby waives any right to enter upon the Property for the purpose of exploration, mining and/or production of said minerals. The Declarant additionally waives any right of ingress and/or egress into or across the Property for the purpose of mineral exploration, mining and/or production from any property owned by the Declarant and situated adjacent to the Property. Any exploration, mining and/or production of minerals from the Property shall be accomplished without entry upon the Property or any portion thereof and the Declarant hereby covenants and agrees that any and all leases or other agreements entered into by the Declarant, its successors or assigns concerning the exploration, mining and/or production of minerals for the Property shall so reflect.

Section 10. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Declarant and the Association and all Owners and occupants of any Lot and their respective heirs, devisees, successors, legal representatives and assigns.

Section 11. Easement of Encroachment.

(a) Provided no portion of a Living Unit, garage or other structure erected upon a Lot extends beyond the building setback line for such Lot, each Owner of a Lot is granted an easement to allow roof overhangs, window boxes, eaves, gutters and other similar structures upon the exterior of a Living Unit or garage to extend beyond the building setback line.

(b) The Architectural Control Committee shall have the right to grant a reciprocal easement of encroachment for any Living Unit, garage or other improvement or structure constructed, reconstructed, altered or placed upon a Lot in such a manner that such structure encroaches upon a building setback line, an easement, a reserve, another Lot or the Common Area, if the Architectural Control Committee is reasonably satisfied that the placement of such structure was a result of inadvertence or mistake; provided that the distance between two (2) adjacent Living Units or structures shall not be less than five (5) feet.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 4th day of JANUARY, 1984.

DECLARANT:

LAKE OLYMPIA DEVELOPMENT, N.V.
a Netherlands Antilles Corporation
d/b/a LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: [Signature]
ANDREW CHOY, President

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 4th day of January, 1984 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION.

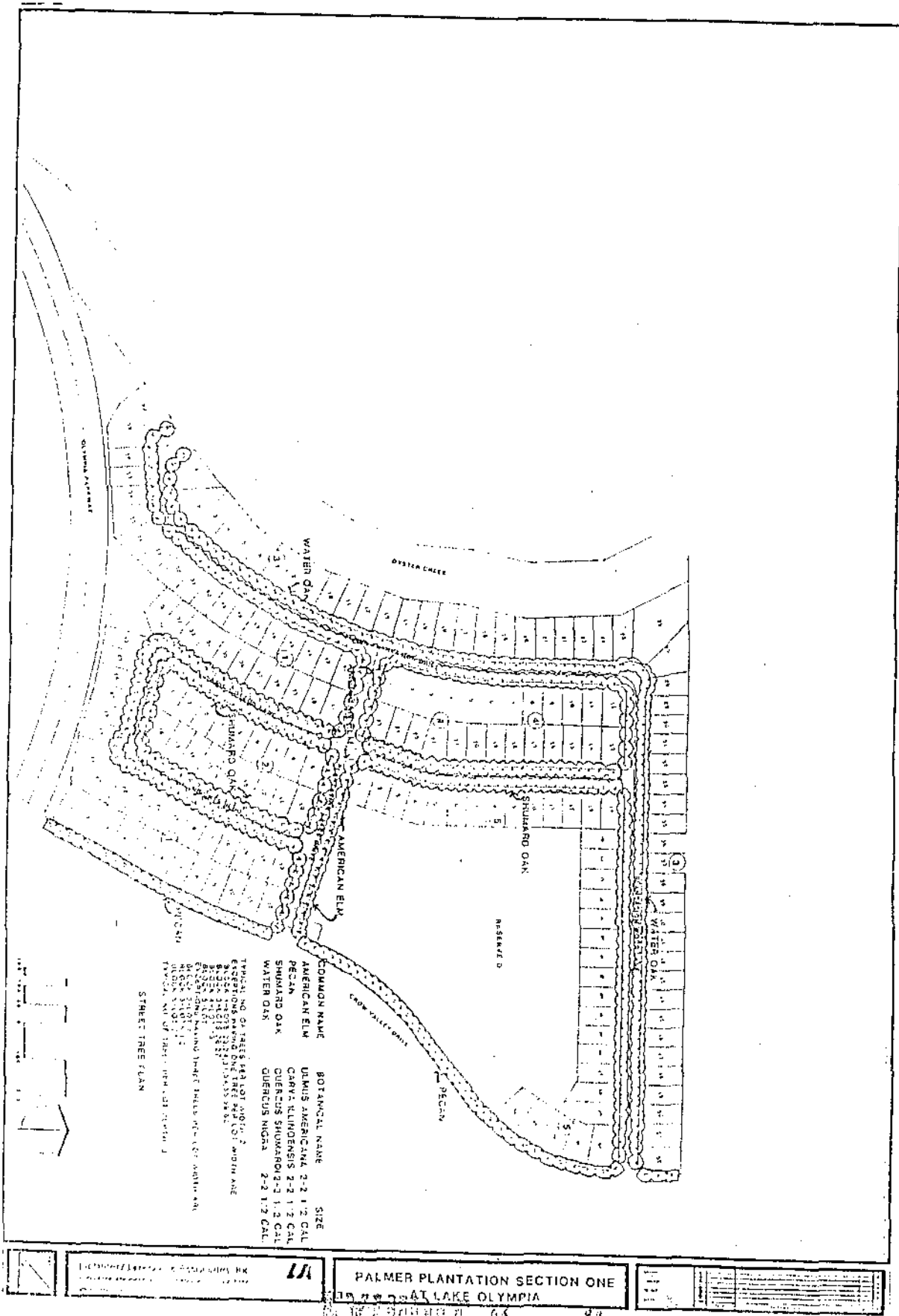
Lorraine K. Treich
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Lorraine K. Treich
MY COMMISSION EXPIRES: 10/19/86

(03)gc 12/20/83(13)

LORRAINE K. TREICH
Notary Public, State of Texas
My Commission Expires October 19, 1986
Bonded by Lovett Agency, Lawyers Surety Corp.

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DECLARATION OF ANNEXATION

FOR

CRESCENT OAK VILLAGE AT LAKE OLYMPIA

SECTION ONE

THE STATE OF TEXAS
COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N. V., a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B" and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development;

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as CRESCENT OAK VILLAGE AT LAKE OLYMPIA, SECTION ONE, (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration

DECLARATION OF ANNEXATION
CRESCENT OAK VILLAGE AT LAKE OLYMPIA
SECTION ONE
VOLUME 1355 PAGE 709

is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Thirty (30), inclusive in Block One (1); Lots One (1) through Five (5), inclusive in Block Two (2); Lots One (1) through and Two(2), inclusive in Block Three (3). And all in Crescent Oak Village at Lake Olympia Section One (1), a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 1352A in the Plat Records of Fort Bend County, Texas.

2. Section Ten of Article VII of the Declaration is amended by adding thereto the following:

No portion of any deck, porch, patio landscaping or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than (3') feet above the natural elevation of the lot at any point on the lot. No structure of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or waterway from any adjoining WATERWAY LOT.

3. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed living unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show the location of the proposed foundation or slab upon each lot. The Architectural Control Committee shall have the right to require

that the slab or foundation be located within the lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the lot or within the subdivision.

4. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the lot, which garages shall open to the front of the lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on lots so as to front the street upon which the lot faces. A corner lot shall be deemed to face toward the street which is furthest from the building setback line for such lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a lot within the Subdivision shall contain not less than 2,000 square feet and not more than 3,400 square feet of living area if a one-story Living Unit and not less than 2,600 square feet and not more than 4,000 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 240 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable of all lots of the

Subdivision. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

5. There is added to Article VII new Sections 33 as follows:

Section 33. Window Coverings. Each Owner and occupant of a living Unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than three (3') feet above the natural elevation of the lot at any point on the lot. No structure, fences or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvement, structure or facility to be placed upon the lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the lot.

6. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

7. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.

8. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.
9. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto
set its hand and seal this 18th day of November, 1994.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: [Signature]
ANDREW CHOY, President

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

ACKNOWLEDGED BY: _____
JAMES M. WILSON, Manager

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 18th
day of November, 1994 by ANDREW CHOY, President of LAKE OLYMPIA
DEVELOPMENT, N. V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA
DEVELOPMENT CORPORATION, on behalf of said corporation.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NAME: Lorraine K. Okun

MY COMMISSION EXPIRES: 7.23.96



RETURN TO: LAKE OLYMPIA PARKWAY
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

CODE: COVER
DISK: HARD-II

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE OF THE LOT ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES SHALL HAVE A SPACING EQUIVALENT TO THE FRONT OF THE LOT SPACING AND SHALL BE PLACED THREE (3) BACK OF SIDEWALK.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES IN THE FRONT OF THE LOT ARE REMOVED OR DIE EITHER DURING CONSTRUCTION OF THE HOME OR AT A LATER TIME. THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO REQUIRE STREET TREES AN ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE

- A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN): HORTICULTURAL STANDARDS
- B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION
- C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
- D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES

2. PRODUCT AND PLANTING SPECIFICATIONS

- A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS
- B. SEE CHART "AA" FOR TREE TYPES AND STREET LOCATION
- C. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE
- D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS OR ADJACENT PROPERTY

CHART AA

STREET NAME	TREE TYPE	BOTANICAL NAME
SUNRISE DRIVE	EVERGREEN ELM	ULMUS SEMPERVIRENS
CRESCENT OAK DRIVE	EVERGREEN ELM	ULMUS SEMPERVIRENS
TIMBER CREEK DRIVE	LIVE OAK	QUERCUS VIRGINIANA

FILED AND RECORDED

11-18-94 11:03 CT \$65.00

Dianne Wilson

Dianne Wilson - County Clerk
Fort Bend County, Texas

DECLARATION OF ANNEXATION

FOR

CRESCENT OAK VILLAGE AT LAKE OLYMPIA

SECTION TWO

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N. V., a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B" and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development;

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as CRESCENT OAK VILLAGE AT LAKE OLYMPIA, SECTION TWO, (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration

REC 9475442 12-04-95 001 2710 Page 31

is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

lots Thirty-One (31) through Forty (40), inclusive in Block One (1); Lots Six (6) through Fifteen (15), inclusive in Block Two (2); Lots Thirty-Two (32) through Forty-Three (43), inclusive in Block Two (2); Lots Three (3) through Fourteen (14), inclusive in Block Three (3); and all in Crescent Oak Village at Lake Olympia Section Two (2), a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. B352B in the Plat Records of Fort Bend County, Texas.

2. Section Ten of Article VII of the Declaration is amended by adding thereto the following:

No portion of any deck, porch, patio landscaping or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than (3') feet above the natural elevation of the lot at any point on the lot. No structure of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or waterway from any adjoining WATERWAY LOT.

3. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require

that the slab or foundation be located within the lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the lot or within the subdivision.

4. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the lot; which garages shall open to the front of the lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any lot unless specifically approved in writing by the Architectural Control Committee.

Section 4. Frontage All improvements shall be constructed on lots so as to front the street upon which the lot faces. A corner lot shall be deemed to face toward the street which is furthest from the building setback line for such lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a lot within the Subdivision shall contain not less than 2,000 square feet and not more than 3,400 square feet of living area if a one-story Living Unit and not less than 2,600 square feet and not more than 4,000 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 240 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable of all lots of the Subdivision. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a slide street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

5. There is added to Article VII new Sections 33 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than three (3') feet above the natural elevation of the lot at any point on the lot. No structure, fences or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvement, structure or facility to be placed upon the lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the lot.

6. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

7. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.

8. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.
9. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto
set its hand and seal this 18th day of November, 1994.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: [Signature]
ANDREW CHOY, President

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

ACKNOWLEDGED BY: _____
JAMES M. WILSON, Manager

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 18th
day of November, 1994 by ANDREW CHOY, President of LAKE OLYMPIA
DEVELOPMENT, N. V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA
DEVELOPMENT CORPORATION, on behalf of said corporation.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Lorraine K. Okun
MY COMMISSION EXPIRES: 7.23.96



RETURN TO: LAKE OLYMPIA PARKWAY
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

CODE: COVD2
DISK: HARD-H

STREET TREE PLANTING

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE OF THE LOT ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES SHALL HAVE A SPACING EQUIVALENT TO THE FRONT OF THE LOT SPACING AND SHALL BE PLACED THREE (3) BACK OF SIDEWALK.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES IN THE FRONT OF THE LOT ARE REMOVED OR DIE EITHER DURING CONSTRUCTION OF THE HOME OR AT A LATER TIME. THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO REQUIRE STREET TREES ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE

- A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN): HORTICULTURAL STANDARDS
- B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION
- C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
- D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES

2. PRODUCT AND PLANTING SPECIFICATIONS

- A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS
- B. SEE CHART "AA" FOR TREE TYPES AND STREET LOCATION
- C. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE
- D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS OR ADJACENT PROPERTY

CHART AA

STREET NAME	TREE TYPE	BOTANICAL NAME
CRESCENT OAK DRIVE	EVERGREEN ELM	ULMUS SEMPERVIRENS
TIMBER CREEK DRIVE	LIVE OAK	QUERCUS VIRGINIANA
TIMBER CREEK COURT	LIVE OAK	QUERCUS VIRGINIANA
CHESTNUT RIDGE COURT	LIVE OAK	QUERCUS VIRGINIANA

FILED AND RECORDED

11-18-94 A11:03 GT \$65.00

*Dianne Wilson*Dianne Wilson - County Clerk
Fort Bend County, Texas

244
25 57

COV3

DECLARATION OF ANNEXATION

FOR

CRESCENT OAK VILLAGE AT LAKE OLYMPIA

SECTION THREE

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by Lake Olympia Development N.V., a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B", and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions, and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of the portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions, and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as CRESCENT OAK VILLAGE AT LAKE OLYMPIA, SECTION THREE, (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions, and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold, and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants, and conditions shall be binding upon any person or entity owning or claiming any right, title, or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided,

however, that the easements, covenants, and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots Forty-One (41) through Forty-Nine (49), inclusive in Block One (1); Lots Sixteen (16) through Thirty-One (31), inclusive in Block Two (2); Lots Fifteen (15) through Twenty-One (21), inclusive in Block Three (3); Lots One (1) through Twenty-Two (22), inclusive in Block Four (4); and Lots One (1) through Twelve (12), inclusive in Block Five (5). And all in Crescent Oak Village at Lake Olympia Section Three (3), a subdivision in Fort Bend County, Texas, as shown on the plat attached hereto as Exhibit "G"

2. Section Ten of Article VII of the Declaration is amended by adding thereto the following:

No portion of any deck, porch, patio landscaping, or any other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than (3') feet above the natural elevation of the Lot at any point on the Lot. No structure of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or waterway from any adjoining WATERWAY LOT.

3. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary, and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the Lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

4. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee. All plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include porte-cocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 2,000 square feet and not more than 3,400 square feet of living area if a one-story Living Unit and not less than 2,600 square feet and not more than 4,000 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 240 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage for not less than two (2) nor more than three(3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable of all Lots of the Subdivision. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

5. There is added to Article VII new Sections 33, 34, and 35 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than (3') feet above the natural elevation of the Lot at any point on the Lot. No structure, fences, or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches, and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill, and any other improvement, structure, or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee

prior to the commencement of construction.

- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.
6. There is added to Article X a new Section 12 as follows:
- Section 12. FHAVA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.
7. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
8. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions, and reservations contained in the Declaration shall be and remain in full force and effect.
9. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set
its hand and seal this 3rd day of APRIL, 1996. 97 *PK*

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

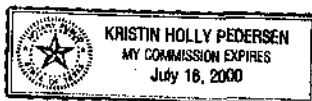
BY: *[Signature]*
ANDREW CHOY, President

U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT

ACKNOWLEDGED BY: _____
JAMES M. WILSON, Manager

THE STATE OF TEXAS
COUNTY OF FORT BEND

97 This instrument was acknowledged before me on the 3rd day of April,
1996 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands
Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of
said corporation.



Kristin Holly Pedersen
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: *Kristin Holly Pedersen*
MY COMMISSION EXPIRES: *July 18, 2000*

RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

STREET TREE PLANTING

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE OF THE LOT ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES SHALL HAVE A SPACING EQUIVALENT TO THE FRONT OF THE LOT SPACING AND SHALL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES IN THE FRONT OF THE LOT ARE REMOVED OR DIE EITHER DURING CONSTRUCTION OF THE HOME OR AT A LATER TIME. THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO REQUIRE STREET TREES ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE
 - A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN); HORTICULTURE STANDARDS
 - B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION.
 - C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
 - D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES.
2. PRODUCT AND PLANTING SPECIFICATIONS
 - A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
 - B. SEE CHART "AA" FOR TREE TYPES AND STREET LOCATION
 - C. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE.
 - D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS, OR ADJACENT PROPERTY.

CHART AA

STREET NAME	TREE TYPE	BOTANICAL NAME
TIMBER CREEK DRIVE	LIVE OAK	QUERCUS VIRGINIANA
CRESCENT OAK DRIVE	EVERGREEN ELM	ULMUS SEMPERVIRENS
VILLAGE BROOK DRIVE	EVERGREEN ELM	ULMUS SEMPERVIRENS

DECLARATION OF ANNEXATION

FOR

CRESCENT OAK VILLAGE AT LAKE OLYMPIA

SECTION SIX

THE STATE OF TEXAS X
 X
 COUNTY OF FORT BEND X

THIS DECLARATION OF ANNEXATION is made by Lake Olympia Development Corporation, a Delaware corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B", and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions, and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of the portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions, and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as CRESCENT OAK VILLAGE AT LAKE OLYMPIA, SECTION SIX, (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions, and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold, and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants, and conditions shall be binding upon any person or entity owning or claiming any right, title, or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the

Declaration); provided, however, that the easements, covenants, and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of

this Declaration of Annexation shall only cover and affect the following described property:

Lots Three (3) through Twenty-Five (25), inclusive in Block Two (2); Lots Fifty-Two (52) through Eighty-One (81), inclusive in Block Three (3). And all in Crescent Oak Village at Lake Olympia Section Six (6), a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 22076 in the Plat Records of Fort Bend County, Texas.

2. Article V, Section Four, "Approval of Plans" is hereby amended to the following

extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary, and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the Lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

3. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include porte-cocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,600 square feet and not more than 2,500 square feet of living area if a one-story Living Unit and not less than 2,000 square feet and not more than 3,100 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 240 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable of all Lots of the Subdivision. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

4. There is added to Article VII new Sections 33 and 35 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches, and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill, and any other improvement, structure, or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

5. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

6. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
7. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions, and reservations contained in the Declaration shall be and remain in full force and effect.
8. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 1st day of OCTOBER, 2001.

LAKE OLYMPIA DEVELOPMENT CORPORATION,
a Delaware corporation

BY: [Signature]
ANDREW CHOY, President

THE STATE OF TEXAS X
 X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on the 1st day of OCTOBER, 2001 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of said corporation.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: BRIGIT HALLORAN
MY COMMISSION EXPIRES: MAY 13, 2005

STREET TREE GUIDELINES

STREET TREE GUIDELINES GOALS

Goals for street tree use:

1. Define pedestrian and vehicular space
2. Provide a sense of visual unity
3. Provide shade and limited noise abatement
4. Reduce impact of pavement surface, this reducing heat and glare
5. Provide a palette of appropriate plant material for street tree planting
6. Establish criteria for continued maintenance and mitigation of conflict with
 - Pavement
 - Utilities
 - Traffic Control Devices
 - Street Lighting
 - Vehicles
 - Visual Obstruction

The following is a list of trees considered to be appropriate for street tree planting in urban and residential environments. Minimum distances from curb and street lights shall be followed as specified.

Canopy Trees

Common Name	Botanical Name	Minimum Planting Distance from Street Light	Distance from Back of Curb Required Without Root Barrier	Distance from Edge of Sidewalk Required Without Root Barrier	Root Barrier Required *
American Sycamore	<i>Platanus occidentalis</i>	40'	8'	8'	If planted less than 8' from B.O.C. or 3' from sidewalk
Baldcypress	<i>Taxodium distichum</i>	25'	10'	10'	If planted less than 10' from B.O.C. or 3' from sidewalk
Common Hackberry	<i>Celtis occidentalis</i>	30'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Chinese Elm	<i>Ulmus parvifolia</i>	25'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Drake Elm	<i>Ulmus parvifolia 'Drake'</i>	25'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Eastern Redcedar	<i>Juniperus virginiana</i>	8'	8'	8'	If planted less than 8' from B.O.C. or 3' from sidewalk
Ginkgo	<i>Ginkgo biloba</i>	15'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Green Ash	<i>Fraxinus pennsylvanica</i>	15'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Pecan	<i>Carya illinoensis</i>	40'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Red Maple	<i>Acer rubrum</i>	25'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Sloughbark Hickory	<i>Carya ovata</i>	25'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Southern Magnolia	<i>Magnolia grandiflora</i>	15'	6'	6'	If planted less than 6' from B.O.C. or 3' from sidewalk
Live Oak	<i>Quercus virginiana</i>	35'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Shumard Oak	<i>Quercus shumardii</i>	25'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Pin Oak	<i>Quercus palustris</i>	15'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Texas Red Oak	<i>Quercus texana</i>	30'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Water Oak	<i>Quercus nigra</i>	30'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Willow Oak	<i>Quercus phellos</i>	20'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk

AS PER ORIGINAL

* In no case shall any tree be planted closer than three feet (3') from back of curb or closer than two feet (2') from sidewalks.

Ornamental Trees

Common Name	Botanical Name	Minimum Planting Distance from Street Light	Distance from Back of Curb Required Without Root Barrier	Distance from Edge of Sidewalk Required Without Root Barrier	Root Barrier Required *
American Holly	<i>Ilex opaca</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Galley Pear	<i>Pyrus calleryana</i>	5'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Chinese Pistache	<i>Pistacia chinensis</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Golden Rain Tree	<i>Koeleria bipinnata</i>	5'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Chinese Fringe Tree	<i>Chionanthus virginicus</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Crabapple	<i>Malus spp.</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Grape Myrtle	<i>Lagerströmia indica</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Japanese Persimmon	<i>Diospyros kaki</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Mexican Plum	<i>Prunus mexicana</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Parsley Laurel	<i>Crataegus marshallii</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Savannah Holly	<i>Ilex opaca 'Savannah'</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Sweet Bay Magnolia	<i>Magnolia virginiana</i>	5'	6'	6'	If planted less than 6' from B.O.C. or 3' from sidewalk
Italy Magnolia	<i>Magnolia liliiflora</i>	5'	6'	6'	If planted less than 6' from B.O.C. or 3' from sidewalk
Snow Magnolia	<i>Magnolia x soulangeana</i>	5'	6'	6'	If planted less than 6' from B.O.C. or 3' from sidewalk
Star Magnolia	<i>Magnolia stellata</i>	5'	6'	6'	If planted less than 6' from B.O.C. or 3' from sidewalk

* In no case shall any tree be planted closer than three feet (3') from back of curb or closer than two feet (2') from sidewalks.

MAINTENANCE

The homeowner will be required to maintain street trees, including the following items listed below. The Association will enforce these requirements giving the homeowner written notice to address the issues of maintenance. If the homeowner fails to comply within the specified time period, the Association has the authority to perform the necessary maintenance work at the homeowner's expense.

Maintenance will include the following:

1. Tree pruning will be performed in accordance with city standards when trees block or touch any light pole fixtures, traffic signal, or street signage.
2. Tree pruning will be performed in accordance with city standards if any trees overhang the street causing a conflict with vehicles or pedestrians.
3. Tree pruning will be performed in accordance with city standards when trees block visibility to traffic control devices or signage.
4. Trees will require root pruning if any heaving of sidewalks or pavement occurs and/or tree roots surface.
5. Installation of irrigation systems will be encouraged throughout the development.

ROOT BARRIERS

Root barrier installation shall be required as follows:

1. If any type of tree is installed in less than a 6' x 6' root area.
2. If any type of tree is planted closer than 3' from sidewalk.
3. Canopy trees will require a root barrier if planted closer than the distances shown on the chart for Canopy Trees provided in this exhibit.
4. Ornamental trees will require a root barrier if planted closer than the distances shown on the chart for Ornamental Trees provided in this exhibit.
5. No tree shall be planted closer than three feet (3') from curb or two feet (2') from sidewalk with or without root barrier.

CONFLICTS WITH INFRASTRUCTURE

If a tree is damaged due to utility, street, or sidewalk repair, the city will not be held responsible for replacement of the tree or the tree's value. The homeowner and/or Association will not be reimbursed for damage to trees or for tree removal as necessary to facilitate infrastructure repair.

QUALITY ASSURANCE

1. Reference Standards: American Association of Nurserymen, Inc. (AAN): Horticulture Standards.
2. The seller shall warrant that the required trees are in place and in a viable condition.
3. The Builder shall provide the purchaser with the appropriate information to maintain the street trees in a viable condition.
4. The seller shall advise the purchase of the restrictions governing the types and location of the required street trees.

LOCATION AND SPECIFICATION OF REQUIRED STREET TREES

1. All lots will receive street trees.
2. A minimum of two (2) Canopy Trees will be required to be planted per front lot, at the distances identified in the chart for Canopy Trees that has been provided in this exhibit, unless otherwise approved by the Architectural Control Committee.
3. In corner lot situations, a minimum of three (3) Canopy Trees will also be required to be planted along the side of the lot adjacent to the street, at the distances identified in the chart for Canopy Trees that has been provided in this exhibit, unless otherwise approved by the Architectural Control Committee.
4. For wooded lots with existing trees in the front and side yards meeting the minimum requirements outlined above, street trees will not be required unless the existing trees in the front or side of the lot are removed or die, either during construction of the home or at a later time. The Architectural Control Committee reserves the right to require street trees on any wooded lot it deems necessary.
5. All street trees planted to meet the above requirements shall be a minimum 2 1/2" caliper with height and width conforming to AAN standards.
6. All trees shall be planted by a qualified contractor in such a manner to insure the viability of the tree.
7. The contractor shall be responsible for any damage to existing underground utilities, sidewalks, roadways, or adjacent property that may occur as a result of planting the trees.

AT THE RECORDING, PLEASE RETURN TO

LAKE OLYMPIA DEVELOPMENT
6161 Savoy, Suite 1077
Houston, Texas 77036
(713) 975-8797 Fax (713) 975-8818

EXHIBIT "F"
Page 3 of 3

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

2001 OCT 02 11:48 AM 2001092837
TD \$53.00
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

DECLARATION OF ANNEXATIONFORCRESCENT OAK VILLAGE AT LAKE OLYMPIASECTION SEVEN

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by Lake Olympia Development N.V., a Netherlands Antilles corporation, doing business as AFG LAKE OLYMPIA, INC. ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B", and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions, and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of the portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions, and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as CRESCENT OAK VILLAGE AT LAKE OLYMPIA, SECTION SEVEN, (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions, and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold, and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants, and conditions shall be binding upon any person or entity owning or claiming any right, title, or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, covenants, and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots Twenty-Eight (28 through Eighty-Three (83), inclusive in Block Two (2); and Lots Forty-One (41) through Fifty-One (51), inclusive in Block Three (3). And all in Crescent Oak Village at Lake Olympia Section Seven (7), a subdivision in Fort Bend County, Texas as shown on the plat attached hereto as Exhibit "G".

2. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary, and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the Lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

3. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include porte-cocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,600 square feet and not more than 2,500 square feet of living area if a one-story Living Unit and not less than 2,000 square feet and not more than 3,100 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 240 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable of all Lots of the Subdivision. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

4. There is added to Article VII new Sections 33 and 35 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches, and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill, and any other improvement, structure, or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

5. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

6. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.

7. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions, and reservations contained in the Declaration shall be and remain in full force and effect.
8. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 7th day of MAY, 1998.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A AFG LAKE OLYMPIA, INC.

BY: [Signature]
ANDREW CHOY, President

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 7th day of MAY, 1998 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a AFG LAKE OLYMPIA, INC., on behalf of said corporation.



Bright Halloran
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Bright Halloran
MY COMMISSION EXPIRES: MAY 13, 2001

RETURN TO: AFG LAKE OLYMPIA, INC.
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

Revised 1-8-82

October 12, 1981

Job No. 176-0000-21

DESCRIPTION OF
PALMER PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 1

Being 359.403 acres of land located in the David Bright League, Abstract 13, Fort Bend County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of Quail Valley Subdivision, Glenn Lakes, Section 1, a subdivision of record in Volume 10, Page 1 of the Plat Records of Fort Bend County, Texas;

Thence, with the south line of said Glenn Lakes, Section 1, North 88° 58' 55" East, 795.93 feet to a point for corner;

Thence, continuing with said south line, North 88° 20' 20" East, 280.00 feet to a point for corner;

Thence, leaving said south line, South 01° 39' 40" East, 336.70 feet to a point for corner;

Thence, South 57° 52' 10" East, 448.39 feet to a point for corner;

Thence, South 38° 22' 03" East, 302.76 feet to a point for corner;

Thence, South 50° 21' 21" East, 903.96 feet to a point for corner;

Thence, South 26° 57' 08" East, 299.78 feet to a point for corner;

Thence, South 18° 14' 45" West, 438.36 feet to a point for corner;

Thence, South 61° 41' 30" West, 297.48 feet to a point for corner;

Thence, South 01° 23' 53" East, 598.05 feet to a point for corner; In the north line of Senior Road (60.00 feet wide);

Thence, South $64^{\circ} 56' 34''$ West, 75.36 feet to a point for corner;

Thence, South $61^{\circ} 40' 12''$ West, 590.83 feet to a point for corner
in the aforementioned north line of Senior Road;

Thence, with the north line of Senior Road, South $88^{\circ} 36' 07''$ West,
2885.67 feet to a point for corner in the center line of Oyster Creek;

Thence, with the center line meanders of Oyster Creek the following
nineteen (19) courses:

1. North $36^{\circ} 39' 40''$ West, 90.41 feet to a point for corner;
2. North $56^{\circ} 58' 53''$ West, 789.64 feet to a point for corner;
3. North $58^{\circ} 32' 29''$ West, 712.80 feet to a point for corner;
4. North $85^{\circ} 33' 10''$ West, 645.21 feet to a point for corner;
5. South $80^{\circ} 49' 42''$ West, 185.43 feet to a point for corner;
6. South $87^{\circ} 34' 50''$ West, 165.42 feet to a point for corner;
7. North $73^{\circ} 32' 23''$ West, 221.74 feet to a point for corner;
8. North $41^{\circ} 44' 14''$ West, 212.81 feet to a point for corner;
9. North $10^{\circ} 30' 12''$ West, 235.33 feet to a point for corner;
10. North $41^{\circ} 07' 59''$ East, 159.52 feet to a point for corner;
11. North $34^{\circ} 56' 41''$ East, 198.35 feet to a point for corner;
12. North $53^{\circ} 43' 35''$ East, 203.19 feet to a point for corner;
13. North $62^{\circ} 17' 52''$ East, 174.31 feet to a point for corner;
14. North $60^{\circ} 18' 28''$ East, 100.99 feet to a point for corner;
15. North $45^{\circ} 26' 24''$ East, 118.28 feet to a point for corner;
16. North $31^{\circ} 38' 44''$ East, 531.90 feet to a point for corner;
17. North $03^{\circ} 37' 10''$ West, 501.14 feet to a point for corner;
18. North $16^{\circ} 46' 56''$ West, 125.90 feet to a point for corner;
19. North $64^{\circ} 09' 40''$ West, 198.56 feet to a point for corner;

Thence, leaving said center line, South $87^{\circ} 38' 27''$ East, 119.41
feet to a point for corner;

Thence, North $88^{\circ} 43' 15''$ East, 135.60 feet to a point for corner
in the south line of a replat of Quail Valley Subdivision, Thunderbird,
Section 2, a subdivision of record in Volume 23, Page 3 of the Plat Records
of Fort Bend County, Texas;

Thence, with the south line of said Thunderbird, Section 2 the
following five (5) courses:

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1. North $88^{\circ} 13' 48''$ East, 283.63 feet to a point for corner;
2. North $88^{\circ} 43' 55''$ East, 593.59 feet to a point for corner;
3. North $88^{\circ} 59' 29''$ East, 459.22 feet to a point for corner;
4. North $89^{\circ} 04' 57''$ East, 918.79 feet to a point for corner;
5. North $88^{\circ} 37' 56''$ East, 835.47 feet to the southeast corner of said Thunderbird, Section 2, same being in the west line of the aforementioned Glenn Lakes, Section 1;

Thence, with the west line of Glenn Lakes, Section 1, South $00^{\circ} 57' 25''$ East, 8.91 feet to the POINT OF BEGINNING and containing 359.403 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

Revised 1/8/82
October 12, 1981
Job No. 180-0000-21

DESCRIPTION OF
PALMER PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 2

Being 332.269 acres of land located in the David Bright
League, Abstract 13, Fort Bend County, Texas and being more particularly
described by metes and bounds as follows:

BEGINNING at the southeast corner of Quail Valley Subdivision,
Glenn Lakes, Section 1, a subdivision of record in Volume 10, Page 1
of the Plat Records of Fort Bend County, Texas;

Thence, North 88° 53' 11" East, 3,026.35 feet to a point
for corner;

Thence, South 01° 06' 49" East, 275.77 feet to a point
for corner;

Thence, South 64° 29' 38" East, 76.36 feet to a point
for corner;

Thence North 58° 33' 08" East, 243.06 feet to a point
for corner;

Thence, South 01° 06' 49" East, 2,939.99 feet to a point
for corner in the north line of Senlor Road (60.00 feet wide);

Thence, with the north line of Senlor Road, South 88°
36' 07" West, 4,497.19 feet to a point for corner;

Thence, leaving said north line, North 01° 23' 53" West,
895.90 feet to a point for corner;

Thence, North 61° 41' 30" East, 297.48 feet to a point for corner

Thence, North 18° 14' 45" East, 438.36 feet to a point for corner

Thence, North 26° 57' 08" West, 299.78 feet to a point for corner

Thence, North 50° 21' 21" West, 903.96 feet to a point for corner

Thence, North 38° 22' 03" West, 302.76 feet to a point for corner

Revised 1/8/82
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Thence, North 57° 52' 10" West, 448.39 feet to a point for corner;

Thence, North 01° 39' 40" West, 336.70 feet to a point for corner
in the south line of aforementioned Glenn Lakes, Section 1;

Thence, with the south line of Glenn Lakes, Section One,
North 88° 20' 20" East, 2,164.25 feet to the POINT OF BEGINNING and
containing 332.269 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC

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DECLARATION OF ANNEXATION

FOR

FLAMINGO ISLAND AT LAKE OLYMPIA

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N.V., a Netherlands Antilles Corporation, doing business as AFG LAKE OLYMPIA, INC. ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of the properties described in Exhibits "A", "B", and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions, and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA SECTION ONE and has imposed upon such subdivision the covenants, conditions, and restrictions described in the Declaration above (the Declaration and any and all amendments and supplements thereto being hereinafter called the "Declaration");

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as FLAMINGO ISLAND AT LAKE OLYMPIA (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions, and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold, and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants, and conditions shall be binding upon any person or entity owning or claiming any right, title, or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of,

and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants, and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows and shall in no way impair the rights of any person or entity owning or claiming any right, title, or interest in or to any portion of the property in Flamingo Estates at Lake Olympia, a subdivision in Fort Bend County, Texas, according to the plat thereof recorded in Slide No. 1275B in the plat records of Fort Bend County, Texas (herein after collectively referred to as Flamingo Estates), and their heirs, successors, and assigns:

1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lot One (1) through Lot One Hundred and Twenty-Eight (128) inclusive in Block One, Lot One (1) through Lot Ten (10) inclusive in Block Two (2), and Lot One (1) through Lot Four (4) inclusive in Block Three (3). And all in the Partial Replat of Flamingo Island at Lake Olympia a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1275A/B in the Plat Records of Fort Bend County, Texas.

2. Lot One (1) through Lot Ninety-Eight (98) and Lot One Hundred and Nine (109) through Lot One Hundred and Twenty-Eight (128) inclusive in Block One (1) within this Subdivision are hereby declared to be Waterway Lots in all respects except for the collection of Waterway Assessment, and all Lots within this subdivision in both Block One (1), Two (2) and Three (3) hereby declared Private Road Lots, as hereafter defined.
3. There is added to Article I, new sections 21, 22, 23, and 24 as follows:

Section 21. "Private Road" shall mean and include any pavement, road, or other access, all or a portion of which is so designated on any plat, amending plat or replat of the Subdivision and Flamingo Estates and is restricted in use within the Property or the Subdivision and Flamingo Estates, up to the curb or shoulder along such Private Road, together with any adjacent areas contained within the boundaries of any right of way applicable to such Private Road, the ground or bottom thereunder, and any structures now or hereafter located upon or within such Private Road except residential driveway approaches. The use of which is restricted to owners of property adjacent to the Private Road, their invitees, agents, etc. and to the Declarant, utility companies, governmental agencies, the Homeowner's Association, their invitees, agents, etc..

Section 22. "Private Road Assessment" shall mean an assessment levied only against the Private Road Lots (as defined herein) the proceeds of which shall be used to repair, maintain, rebuild, restore, and style or otherwise service any portion of a Private Road and any roadway or setback between a Private Road and the property which it adjoins.

Section 23. "Private Road Lot" shall mean a Lot, any portion of which is bounded by, or which fronts upon or backs up to a Private Road or any portion of a Private Road and shall include, without limitation, those lots designated as Private Road Lots in any Declaration of Annexation hereafter Executed and recorded by Declarant.

Section 24. "Easements" shall mean and refer to the various utility, maintenance, and other easements of record, easements shown on the Plat, and such other easements as are created or referred to in this Declaration.

4. There is added to Article III new sections 14 and 15 as follows:

Section 14. Private Road Assessments. In addition to the General Assessment, Special Assessment, and Waterway Assessment, the Association may levy a Private Road Assessment which shall be assessed against, and shall only be applicable to, Private Road Lots, and shall be subject to the following conditions and limitations:

- (a) The amount of the Private Road Assessment applicable to any Private Road Lot shall not exceed one hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to, or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Subdivision and Flamingo Estates.
- (b) The Private Road Assessment shall be assessed against each Private Road Lot on an equal basis regardless of frontage along any Private Road.
- (c) The actual amount of any Private Road Assessment shall be set by the Board, upon majority vote, provided that it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve, or improve, in any way, any pavement, shoulder, or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any pavement or area between curb and Right-of-Way reflected on the plat, amending plat, replat, or serving the Subdivision or Flamingo Estates.
- (e) The Private Road Assessment shall not take effect or be assessed until January 1, 2000. The Private Road Assessment applicable to any Lot owned by an Active Builder upon which no Living Unit has been fully constructed shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Private Road Assessment. Any Lot owned by Declarant will be exempt from such Private Road Assessment.

Section 15. Private Area Assessment. The Association shall have the right to levy and collect an assessment ("Private Area Assessment") which shall be assessed against and shall only be applicable to the Subdivision and Flamingo Estates. The proceeds of the Private Area Assessment shall be used as herein after described. The Private Area Assessment shall be subject to the following conditions and limitations:

- (a) The amount of the Private Area Assessment shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Subdivision and Flamingo Estates.
- (b) The Private Area Assessment shall be assessed against each Lot in the Subdivision on an equal basis.
- (c) The actual amount of the Private Area Assessment shall be set by the Board upon a majority vote, provided it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of the Private Area Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve, or improve, in any way, the security, landscaping, entry structures and related appurtenances, including any facilities which support or are ancillary to any Reserve or as entry area reflected on the plat, amending plat, replat or serving the Subdivision and Flamingo Estates.
- (e) The Private Area Assessment shall not take affect or be assessed until January 1, 1999. The Private Area Assessment applicable to any Lot owned by an Active Builder upon which no Living Unit has been fully constructed shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Private Area Assessment. Any Lot owned by Declarant will be exempt from such Private Area Assessment.

5. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures;
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary, and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the Lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the Subdivision.

6. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed three (3) stories in height; (ii) no more than two (2) private garages for no less than two (2) nor more than four (4) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, which garages shall not face any Waterway unless specifically approved in writing by the Architectural Control Committee; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include porte-cocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Some part of the property conveyed herein may be wetlands, part of the waters of the United States, as defined by the Federal Water Pollution Prevention and Control Act (Clean Water Act) and regulations promulgated thereunder. As such, the part of the property identified as wetlands may be subject to the jurisdiction of the United States Army Corps of Engineers pursuant to the Clean Water Act. Discharge of dredged or fill material into these waters requires a permit issued by the Corps of Engineers under 33 U.S.C. 1344 (1986 & Supp. 1988). As currently defined by the Corps of Engineers, fill material means "any material used for the primary purpose of replacing an aquatic area with dry land or changing the bottom elevation of any waterbody." 33 C.F.R. 323.2 (e) (1989). Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

AFG Lake Olympia, Inc. has been covered by a Corps of Engineers Permit No. 16350 (01). All designated wetlands are to be preserved. To aid this, a buffer zone has been designated, in certain areas approximately fifty (50) feet on either side of the existing shoreline, and lake access is to be by boardwalk. No fill or structures, excluding boardwalks or fences where permitted, including temporary structures, shall be placed in the wetlands buffer zone designated on the subdivision plat.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees, unless otherwise permitted by the Architectural Control Committee.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1500 square feet of living area if a one-story Living Unit, not less than 2000 square feet of living area if a two-story Living Unit, and not less than 2500 square feet of living area if a three-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 300 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or detached enclosed private garage, but in no event more than two (2) garages for not less than two (2) nor more than four (4) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. No Owner shall be required to build any fence on any Lot, and no Owner shall build any fence or other similar structure on any Lot or the back portion of any Waterway Lot without the express, prior written approval of the Architectural Control Committee. Unless otherwise specifically agreed to in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line than the building setback lines shown on the subdivision plat. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

All dedicated drainage easements reflected on the Subdivision plat, shall be kept free of all fences, buildings, plantings, and other obstructions that interfere with drainage. Only wrought iron fences with spacings not less than four (4) inches and not more than six (6) inches shall be allowed within the drainage easement. All improvements within the drainage easement shall be subject to the approval of the party ultimately responsible for its maintenance as a drainage easement.

Section 30. Exterior Lighting. The approval of the Architectural Control Committee must be obtained in writing prior to the installation of any floodlights, flood lamps, gas lights, or any other type of exterior lighting on any Lot. One gas pole lamp shall be placed on each lot of a type and at a location as set by the Architectural Control Committee unless specifically approved in writing by the Architectural Control Committee.

7. There is added to Article VII new Sections 33, 34, 35, 36, and 37 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than (3') feet above the natural elevation of the Lot at any point on the Lot. No structure, fences, or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches, and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill, and any other improvement, structure, or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

Section 36. Maintenance of Rear Yards, Decks, Porches, and Patios. Rear yards, decks, porches and patios shall be kept neat in appearance. Except for normal and customary patio furniture, storage of household goods, furniture, appliances, or any other similar item shall not be allowed.

Section 37. Utility Easements: Liability. Declarant, its successors and assigns, reserves the easements and rights-of-way as shown on the Plat for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, electric power, cable television and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across, and/or under the Properties.

Neither Declarant, its assigns, agents, employees, or servants nor any utility company using the easements hereinbefore referred to shall be liable for any damages done by them to fences, shrubbery, trees, or flowers or other property of the Owner situated on the land covered by said easements.

It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television, or phone purposes and shall convey no interest in any pipes, lines, poles, or conduits or in any utility facility or appurtenances thereto constructed by Declarant, or any easement Owner or their agents, through, along or upon the premises affected, the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly reserved by Declarant.

8. There is added to Article X a new Section 12 as follows:

Section 12. FHAVA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

9. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
10. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions, and reservations contained in the Declaration shall be and remain in full force and effect.
11. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set
its hand and seal this 21st day of August, 1998.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A AFG LAKE OLYMPIA, INC.

BY: [Signature]
ANDREW CHOY, President

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 21st day of August,
1998 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands
Antilles Corporation, d/b/a AFG LAKE OLYMPIA, INC., on behalf of said corporation.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
BRIGIT HALLORAN
MY COMMISSION EXPIRES: May 13, 2001

RETURN TO: AFG LAKE OLYMPIA, INC.
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

Revised 1-8-82

October 12, 1981

Job No. 176-0000-21

DESCRIPTION OF
PALMER PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 1

Being 359.403 acres of land located in the David Bright League, Abstract 13, Fort Bend County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of Quail Valley Subdivision, Glenn Lakes, Section 1, a subdivision of record in Volume 10, Page 1 of the Plat Records of Fort Bend County, Texas;

Thence, with the south line of said Glenn Lakes, Section 1, North $88^{\circ} 58' 55''$ East, 795.93 feet to a point for corner;

Thence, continuing with said south line, North $88^{\circ} 20' 20''$ East, 280.00 feet to a point for corner;

Thence, leaving said south line, South $01^{\circ} 39' 40''$ East, 336.70 feet to a point for corner;

Thence, South $57^{\circ} 52' 10''$ East, 440.39 feet to a point for corner;

Thence, South $38^{\circ} 22' 03''$ East, 302.76 feet to a point for corner;

Thence, South $50^{\circ} 21' 21''$ East, 903.96 feet to a point for corner;

Thence, South $26^{\circ} 57' 08''$ East, 299.78 feet to a point for corner;

Thence, South $18^{\circ} 14' 45''$ West, 438.36 feet to a point for corner;

Thence, South $61^{\circ} 41' 30''$ West, 297.48 feet to a point for corner;

Thence, South $01^{\circ} 23' 53''$ East, 598.05 feet to a point for corner;
In the north line of Senior Road (60.00 feet wide);

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Job No. 176-0000-21

Thence, South $64^{\circ} 56' 34''$ West, 75.36 feet to a point for corner;

Thence, South $61^{\circ} 40' 12''$ West, 590.83 feet to a point for corner
in the aforementioned north line of Senior Road;

Thence, with the north line of Senior Road, South $88^{\circ} 36' 07''$ West,
2885.67 feet to a point for corner in the center line of Oyster Creek;

Thence, with the center line meanders of Oyster Creek the following
nineteen (19) courses:

1. North $36^{\circ} 39' 40''$ West, 90.41 feet to a point for corner;
2. North $56^{\circ} 50' 53''$ West, 789.64 feet to a point for corner;
3. North $58^{\circ} 32' 29''$ West, 712.00 feet to a point for corner;
4. North $85^{\circ} 33' 10''$ West, 645.21 feet to a point for corner;
5. South $80^{\circ} 49' 42''$ West, 185.43 feet to a point for corner;
6. South $87^{\circ} 34' 50''$ West, 165.42 feet to a point for corner;
7. North $73^{\circ} 32' 23''$ West, 221.74 feet to a point for corner;
8. North $41^{\circ} 44' 14''$ West, 212.81 feet to a point for corner;
9. North $10^{\circ} 38' 12''$ West, 235.33 feet to a point for corner;
10. North $41^{\circ} 07' 59''$ East, 159.52 feet to a point for corner;
11. North $34^{\circ} 56' 41''$ East, 198.35 feet to a point for corner;
12. North $53^{\circ} 43' 35''$ East, 203.19 feet to a point for corner;
13. North $62^{\circ} 17' 52''$ East, 174.31 feet to a point for corner;
14. North $60^{\circ} 18' 28''$ East, 100.99 feet to a point for corner;
15. North $45^{\circ} 26' 24''$ East, 118.28 feet to a point for corner;
16. North $31^{\circ} 38' 44''$ East, 531.90 feet to a point for corner;
17. North $03^{\circ} 37' 10''$ West, 501.14 feet to a point for corner;
18. North $16^{\circ} 46' 56''$ West, 125.90 feet to a point for corner;
19. North $64^{\circ} 09' 40''$ West, 198.56 feet to a point for corner;

Thence, leaving said center line, South $87^{\circ} 38' 27''$ East, 119.41
feet to a point for corner;

Thence, North $88^{\circ} 43' 15''$ East, 135.68 feet to a point for corner
in the south line of a replat of Quail Valley Subdivision, Thunderbird,
Section 2, a subdivision of record in Volume 23, Page 3 of the Plat Records
of Fort Bend County, Texas;

Thence, with the south line of said Thunderbird, Section 2 the
following five (5) courses:

EXHIBIT "A"

PAGE 2 of 3

Revised 1-8-82

October 12, 1981

Job No. 176-0000-21

1. North $88^{\circ} 13' 40''$ East, 283.63 feet to a point for corner;
2. North $88^{\circ} 43' 55''$ East, 593.59 feet to a point for corner;
3. North $88^{\circ} 59' 29''$ East, 459.22 feet to a point for corner;
4. North $89^{\circ} 04' 57''$ East, 910.79 feet to a point for corner;
5. North $88^{\circ} 37' 56''$ East, 835.47 feet to the southeast corner of said Thunderbird, Section 2, same being in the west line of the aforementioned Glenn Lakes, Section 1;

Thence, with the west line of Glenn Lakes, Section 1, South $00^{\circ} 57' 25''$ East, 0.91 feet to the POINT OF BEGINNING and containing 359.403 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

Revised 1/8/82
 October 12, 1981
 Job No. 180-0000-21

DESCRIPTION OF
 PALMER PLANTATION MUNICIPAL
 UTILITY DISTRICT NO. 2

Being 332.269 acres of land located in the David Bright
 League, Abstract 13, Fort Bend County, Texas and being more particularly
 described by metes and bounds as follows:

BEGINNING at the southeast corner of Quail Valley Subdivision,
 Glenn Lakes, Section 1, a subdivision of record in Volume 10, Page 1
 of the Plat Records of Fort Bend County, Texas;

Thence, North $88^{\circ} 53' 11''$ East, 3,026.35 feet to a point
 for corner;

Thence, South $01^{\circ} 06' 49''$ East, 275.77 feet to a point
 for corner;

Thence, South $64^{\circ} 29' 38''$ East, 76.36 feet to a point
 for corner;

Thence North $58^{\circ} 33' 08''$ East, 243.06 feet to a point
 for corner;

Thence, South $01^{\circ} 06' 49''$ East, 2,939.99 feet to a point
 for corner in the north line of Senior Road (60.00 feet wide);

Thence, with the north line of Senior Road, South 88°
 $36' 07''$ West, 4,497.19 feet to a point for corner;

Thence, leaving said north line, North $01^{\circ} 23' 53''$ West,
 895.90 feet to a point for corner;

Thence, North $61^{\circ} 41' 30''$ East, 297.48 feet to a point for corner

Thence, North $18^{\circ} 14' 45''$ East, 438.36 feet to a point for corner

Thence, North $26^{\circ} 57' 08''$ West, 299.78 feet to a point for corner

Thence, North $50^{\circ} 21' 21''$ West, 903.96 feet to a point for corner

Thence, North $30^{\circ} 22' 03''$ West, 302.76 feet to a point for corner

Revised 1/8/82

October 12, 1981

Job No. 180-0000-21

Thence, North $57^{\circ} 52' 10''$ West, 448.39 feet to a point for corner;

Thence, North $01^{\circ} 39' 40''$ West, 336.70 feet to a point for corner
in the south line of aforementioned Glenn Lakes, Section 1;

Thence, with the south line of Glenn Lakes, Section One,
North $08^{\circ} 20' 20''$ East, 2,164.25 feet to the POINT OF BEGINNING and
containing 332.269 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC

October 24, 1983
Job No. 173-0104-02

LEGAL DESCRIPTION

53.7577 ACRES IN THE
ELIJAH ROARK LEAGUE, A-77
FORT BEND COUNTY, TEXAS

Being 53.7577 acres in the Elijah Roark League, Abstract 77, Fort Bend County, Texas, more particularly being a portion of that certain 389.5 acre tract of land conveyed to Hermann Hospital Estates by instrument of record in Volume 75, Page 530, Deed Records, Fort Bend County, Texas and said 53.7577 acres being more particularly described by metes and bounds as follows;

BEGINNING at a 1 1/4 inch iron pipe found marking the northwest corner of that certain 3.5489 acre tract conveyed to Dannie Joe DeWalt Robinson by instrument of record in Volume 504, Page 66, Deed Records, Fort Bend County, Texas, same being in the south line of Senior Road;

Thence, leaving said south line of Senior Road, with the west line of said 3.5489 acres, South 10° 36' 47" East, 389.27 feet to a 1/2 inch iron rod set for corner in the approximate centerline of a drainage swale;

Thence, leaving the west line of said 3.5489 acres, with the approximate centerline of said drainage swale, the following eleven (11) courses:

1. South 86° 38' 21" West, 50.72 feet to a 1/2 inch iron rod set for corner;
2. South 86° 38' 21" West, 144.35 feet to a 1/2 inch iron rod set for corner;
3. South 88° 13' 56" West, 154.01 feet to a 1/2 inch iron rod set for corner;
4. South 88° 36' 21" West, 628.70 feet to a 1/2 inch iron rod set for corner;
5. South 88° 47' 48" West, 490.55 feet to a 1/2 inch iron rod set for corner;

53.7577 Acres

October 24, 1983
Job No. 173-0104-02

6. South 88° 29' 19" West, 306.99 feet to a 1/2 inch iron rod set for corner;
7. South 88° 32' 18" West, 420.79 feet to a 1/2 inch iron rod set for corner;
8. South 88° 20' 20" West, 484.90 feet to a 1/2 inch iron rod set for corner;
9. South 67° 04' 26" West, 47.60 feet to a 1/2 inch iron rod set for corner;
10. South 35° 02' 58" West, 313.15 feet to a 1/2 inch iron rod set for corner;
11. South 85° 32' 47" West, 186.41 feet to a 1/2 inch iron rod set for corner;

Thence, South 53° 24' 21" West, 149.91 feet to a 1/2 inch iron rod set for corner, same being in the northeasterly line of Rustlers Crossing, a subdivision of record in Volume 28, Page 2, Map Records, Fort Bend County, Texas;

Thence, with said northeasterly line, the following five (5) courses:

1. North 44° 21' 45" West, 52.21 feet to a 1/2 inch iron rod set for corner;
2. North 82° 47' 45" West, 288.10 feet to a 1/2 inch iron rod set for corner;
3. North 56° 34' 29" West, 187.14 feet to a 1/2 inch iron rod set for corner;
4. North 77° 57' 54" West, 510.03 feet to a 1/2 inch iron rod set for corner;
5. North 66° 58' 35" West, 600.97 feet to a 1/2 inch iron rod set for corner, same being the most northerly corner of said Rustlers Crossing;

53.7577 Acres

October 24, 1983
Job No. 173-0104-02

Thence, North 68° 37' 59" West, at 55.51 feet pass the most easterly corner of that certain 84.3676 acre tract conveyed to Colonial Savings Association by instrument of record in Volume 937, Page 723, Deed:Records, Fort Bend County, Texas and continue with the northeasterly line of said 84.3676 acres, in all, 166.66 feet to a 1/2 inch iron rod set for corner;

Thence, continuing with said northeasterly line, North 48° 30' 44" West, 205.64 feet to a 1 1/4 inch iron pipe found marking the northeast corner of said 84.3676 acres and the northwest corner of the aforementioned 389.5 acres, same being in the aforementioned south line of Senior Road;

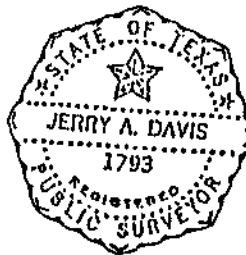
Thence, North 01° 24' 00" West, 30.00 feet to a 1/2 inch iron rod set for corner in the centerline of Senior Road, also being the north line of the aforementioned Elijah Roark League, A-77, and the south line of the David Bright League, A-13;

Thence, with said centerline, North 88° 36' 00" East, 5,059.53 feet to a 1/2 inch iron rod set for corner;

Thence, leaving said centerline, South 01° 24' 00" East, 30.00 feet to the POINT OF BEGINNING and containing 53.7577 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

Jerry A. Davis
Jerry A. Davis
Registered Public Surveyor
Texas Registration No. 1793



FLAMINGO ISLAND

LOT 1, BLOCK 1
LOT 2, BLOCK 1
LOT 3, BLOCK 1
LOT 4, BLOCK 1
LOT 5, BLOCK 1
LOT 6, BLOCK 1
LOT 7, BLOCK 1
LOT 8, BLOCK 1
LOT 9, BLOCK 1
LOT 10, BLOCK 1
LOT 11, BLOCK 1
LOT 12, BLOCK 1
LOT 13, BLOCK 1
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LOT 128, BLOCK 1

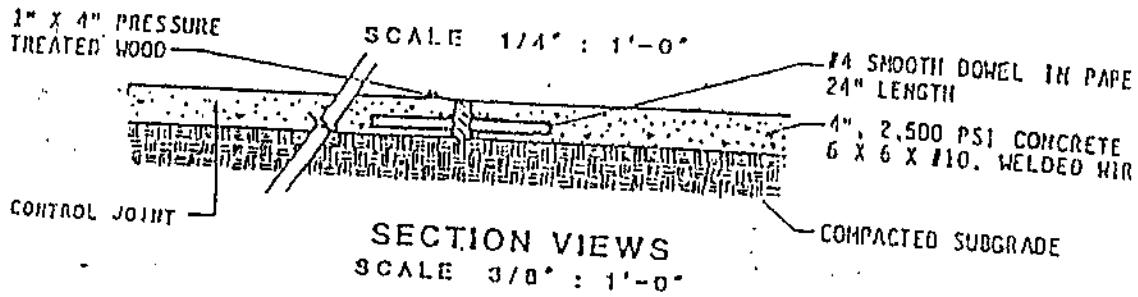
LOT 1, BLOCK 2
LOT 2, BLOCK 2
LOT 3, BLOCK 2
LOT 4, BLOCK 2
LOT 5, BLOCK 2
LOT 6, BLOCK 2
LOT 7, BLOCK 2
LOT 8, BLOCK 2
LOT 9, BLOCK 2
LOT 10, BLOCK 2

LOT 1, BLOCK 3
LOT 2, BLOCK 3
LOT 3, BLOCK 3
LOT 4, BLOCK 3

The following designates types of sidewalks adjacent to specific lots in Flamingo Island at Lake Olympia:

TYPE "D" - All Lots

All sidewalks shall conform to all governmental standards. Whenever a conflict occurs, the more stringent requirements shall apply.



TYPE "A"

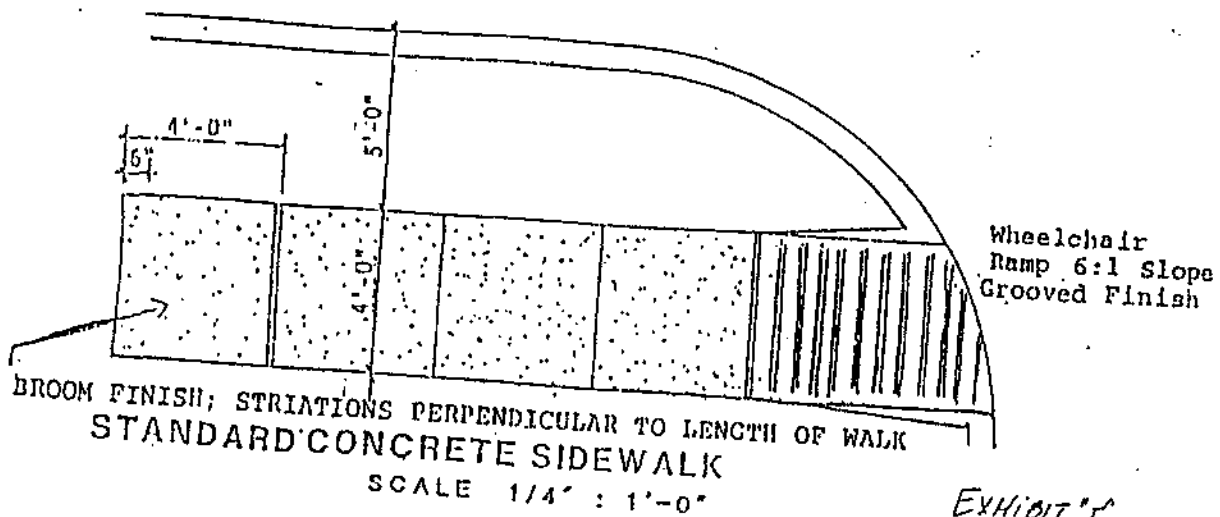
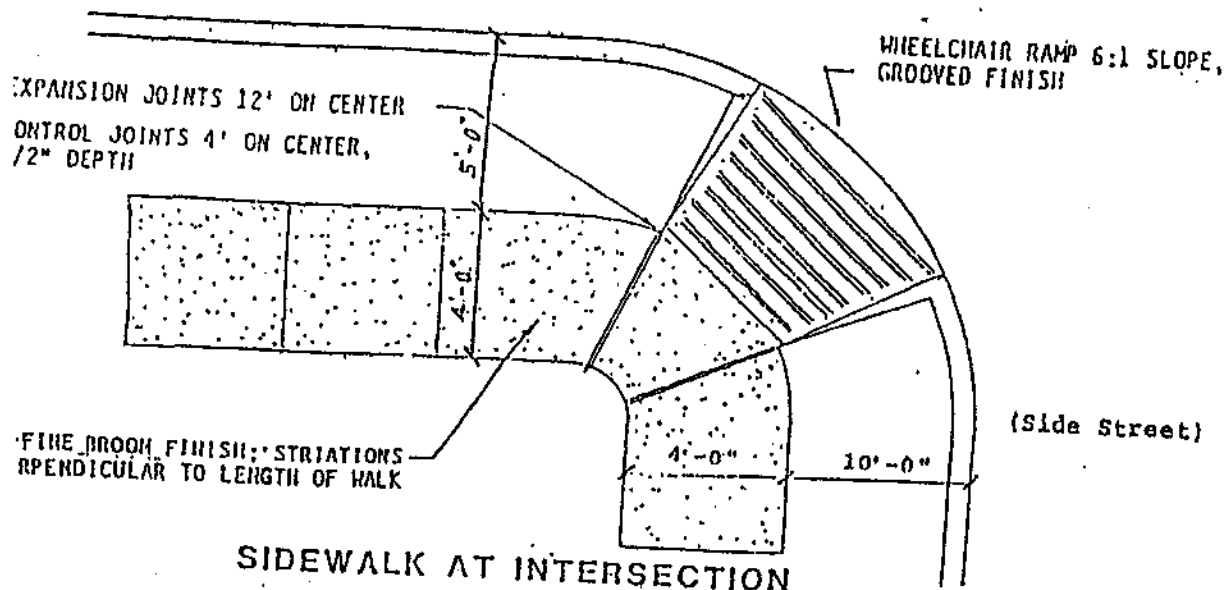


EXHIBIT "E"
Pg. 2 of 7

(Front Street)

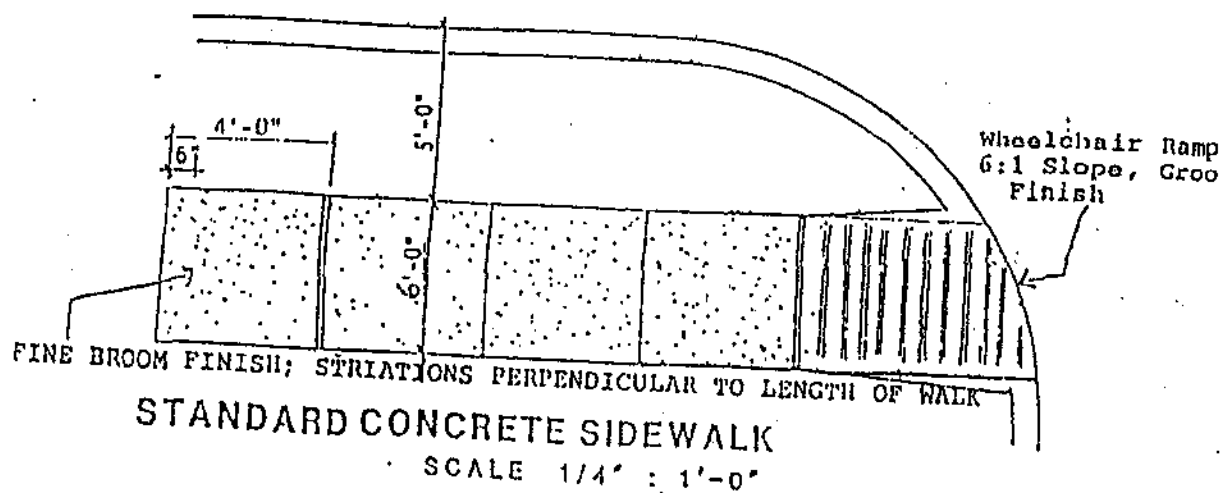
TYPE "D"



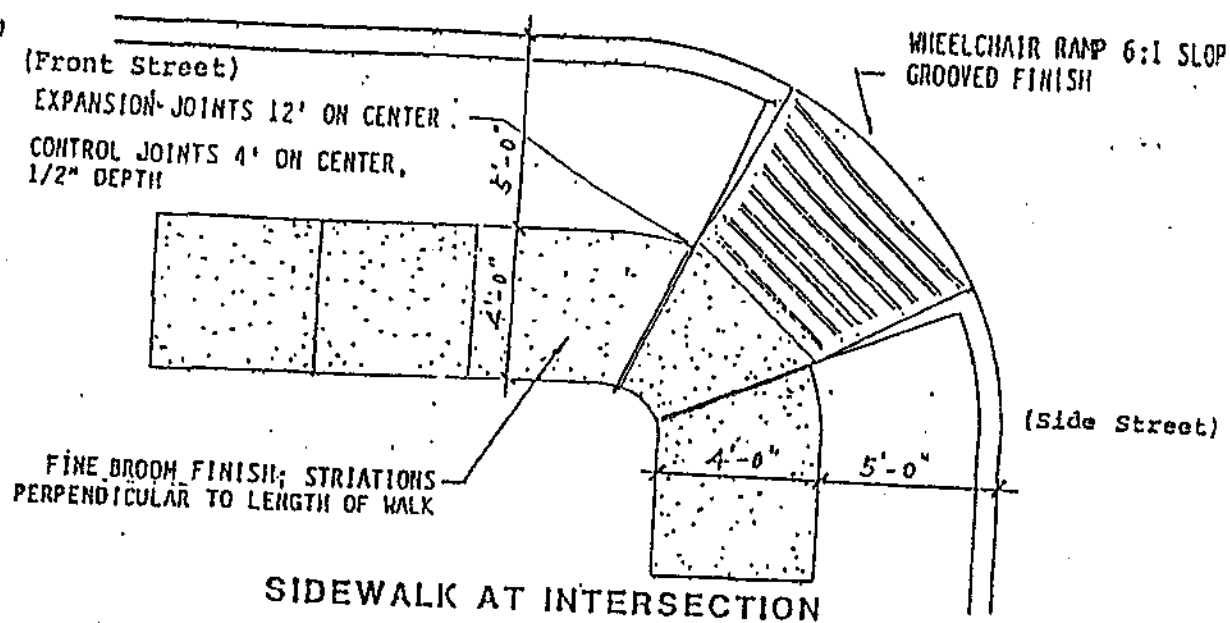
SIDEWALK AT INTERSECTION

EXHIBIT "E"
Page 2 of 7

TYPE "C"

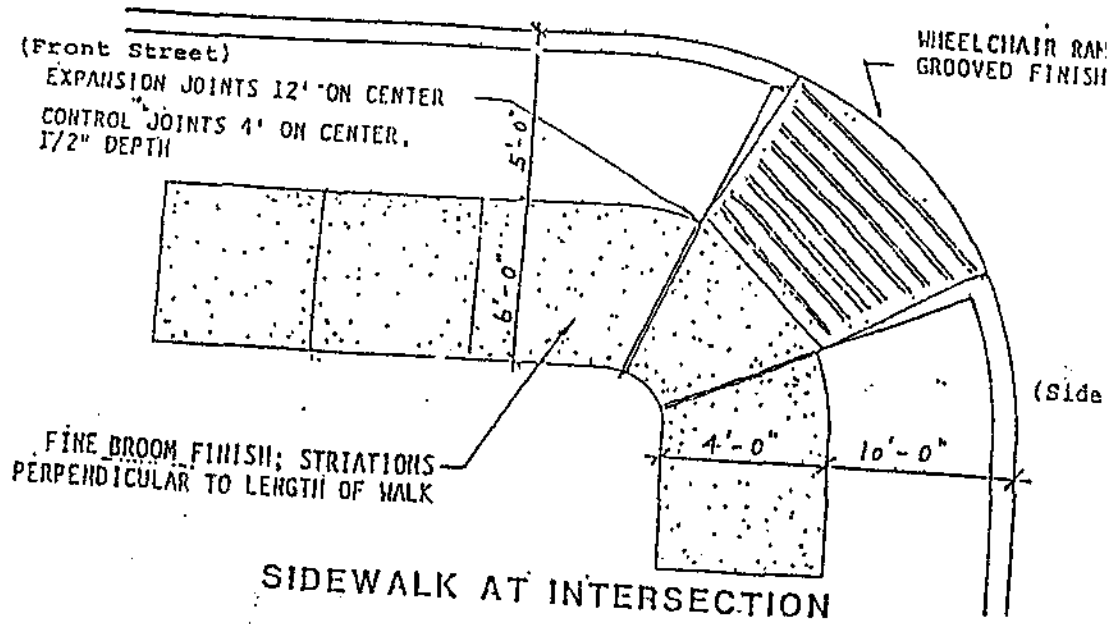


TYPE "D"

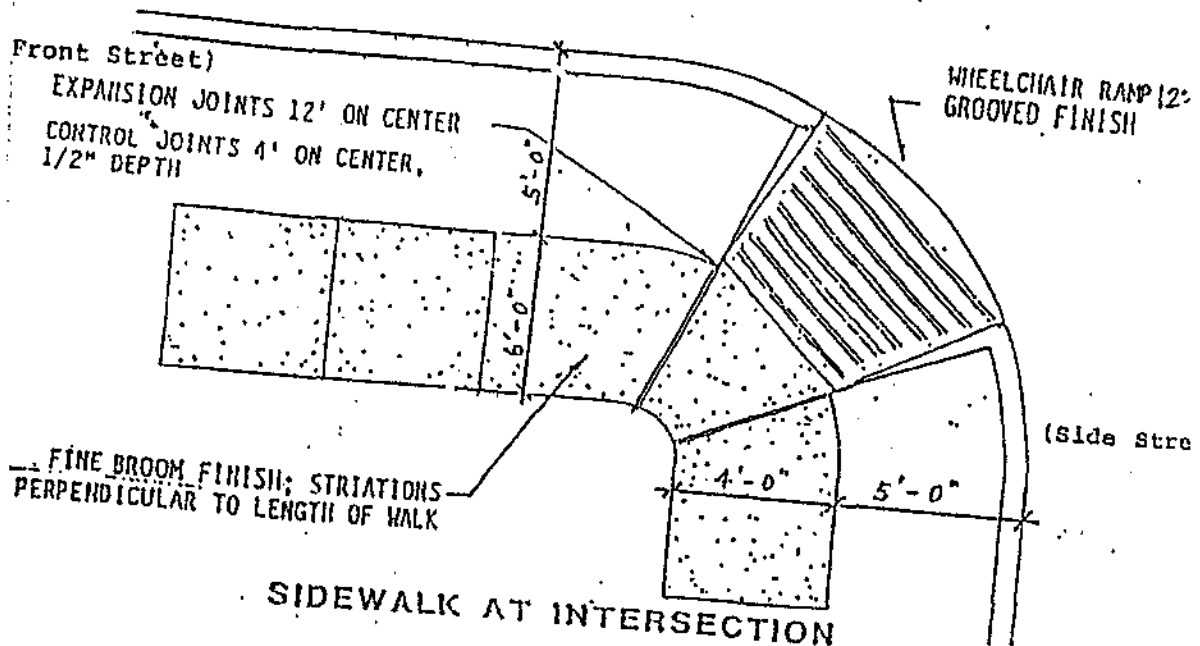


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TYPE "E"



TYPE "F"

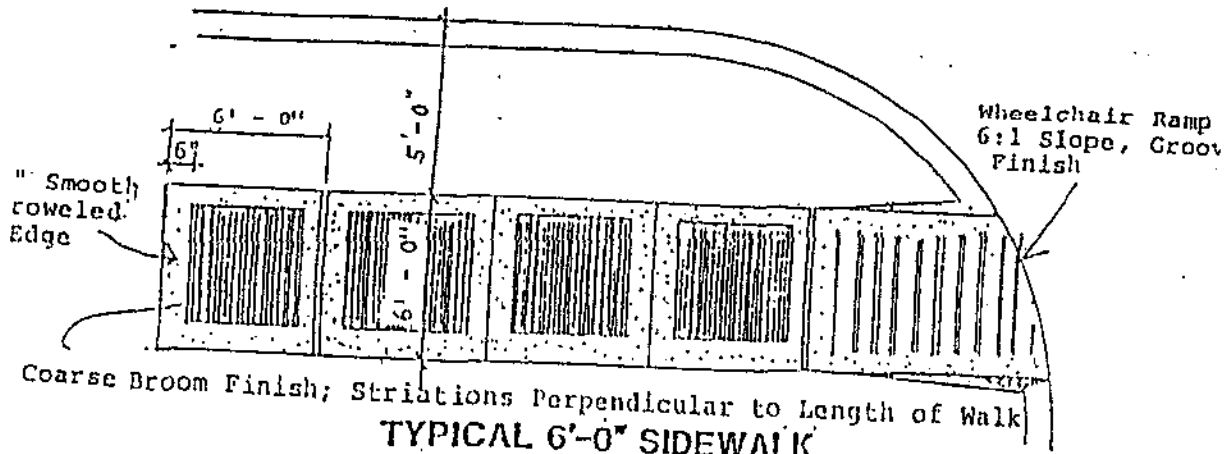


SCALE 1/4" = 1'-0"

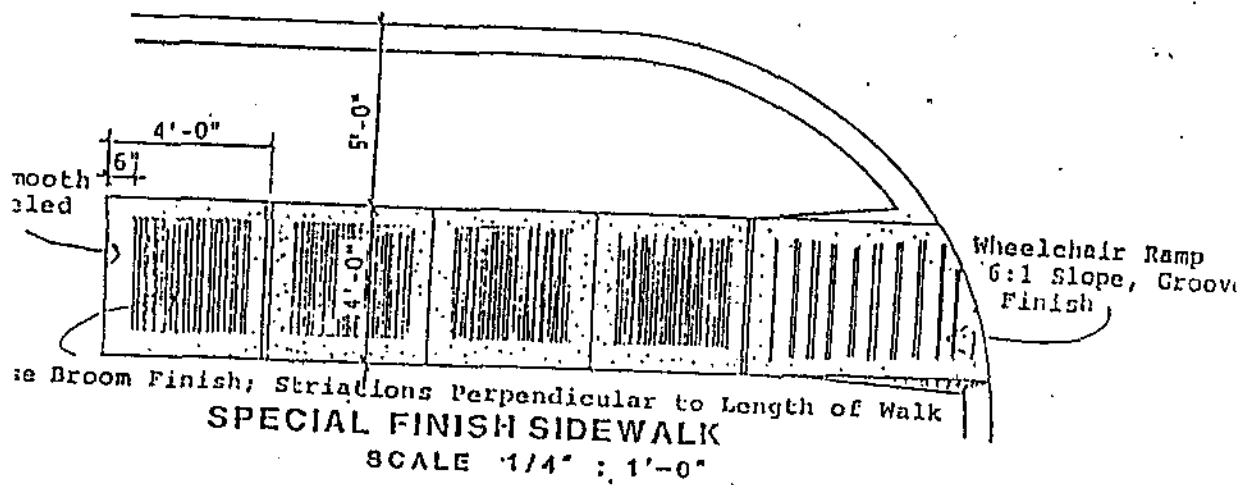
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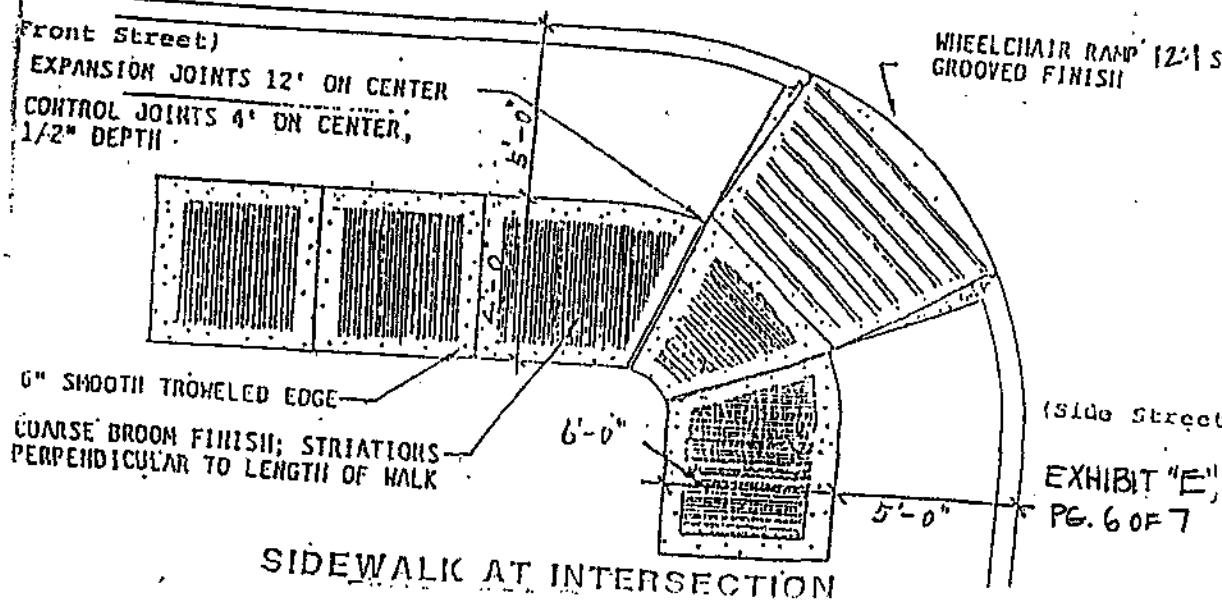
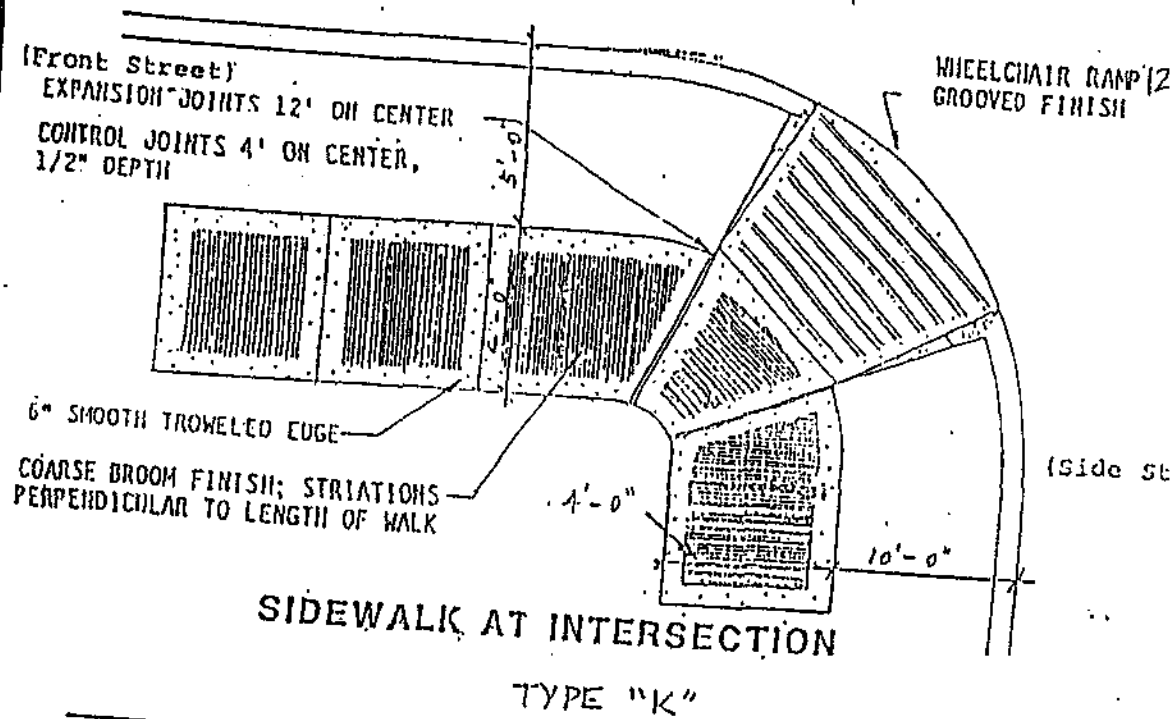
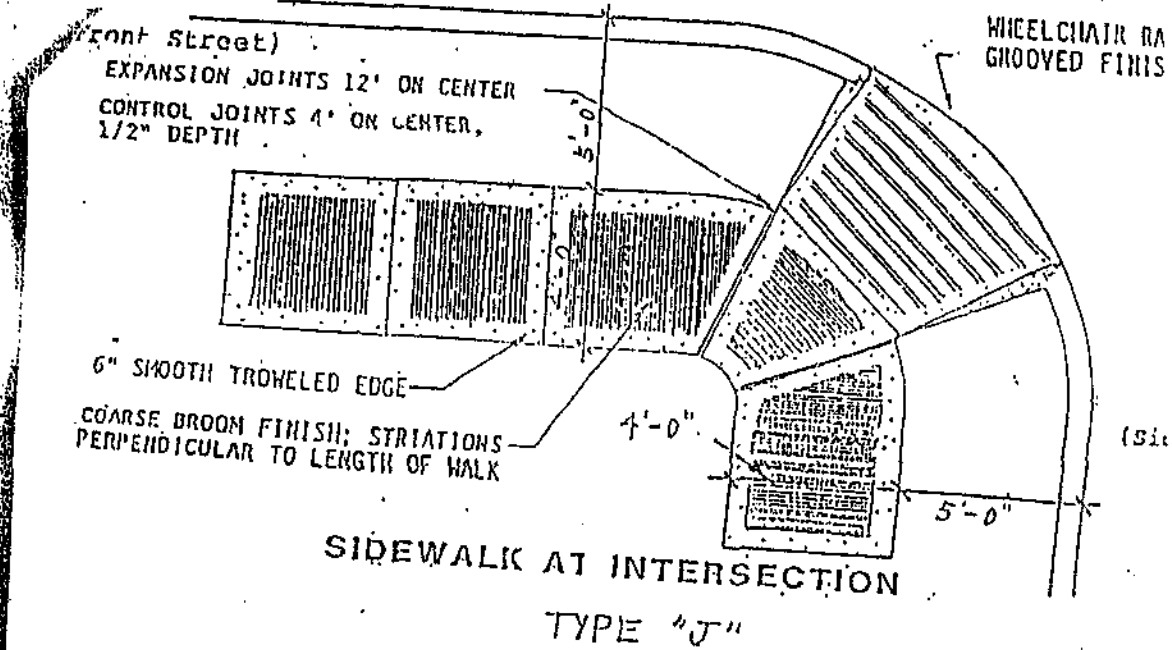
Page 4 of 7

TYPE "G"

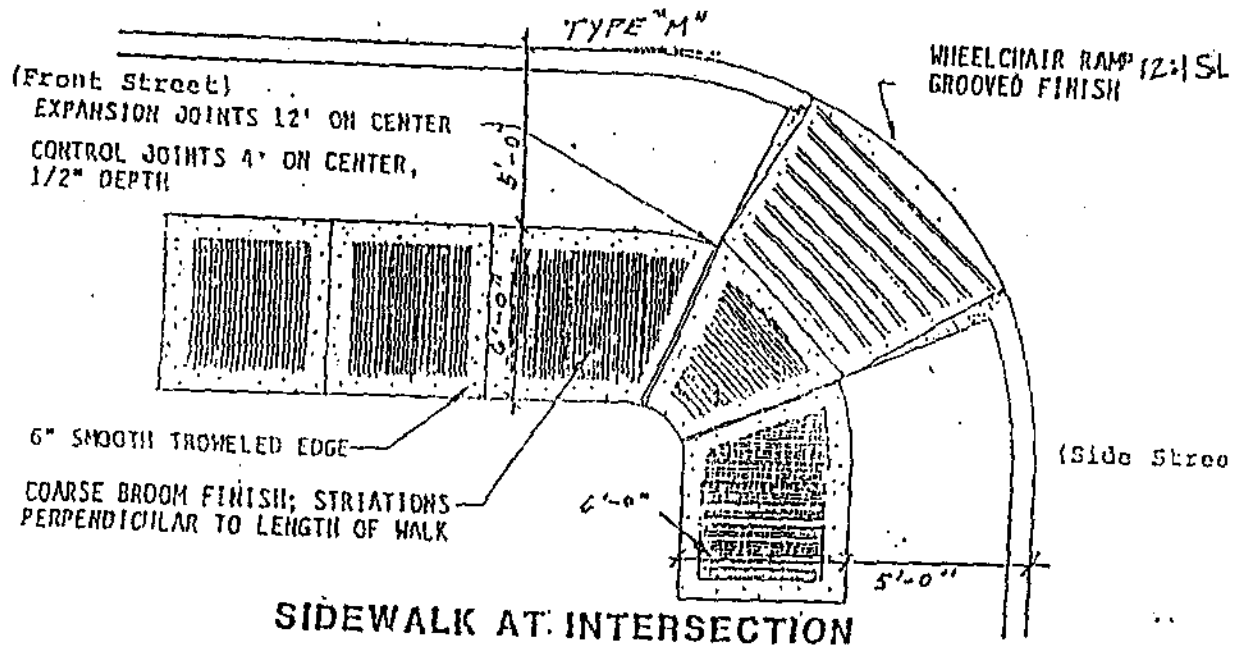
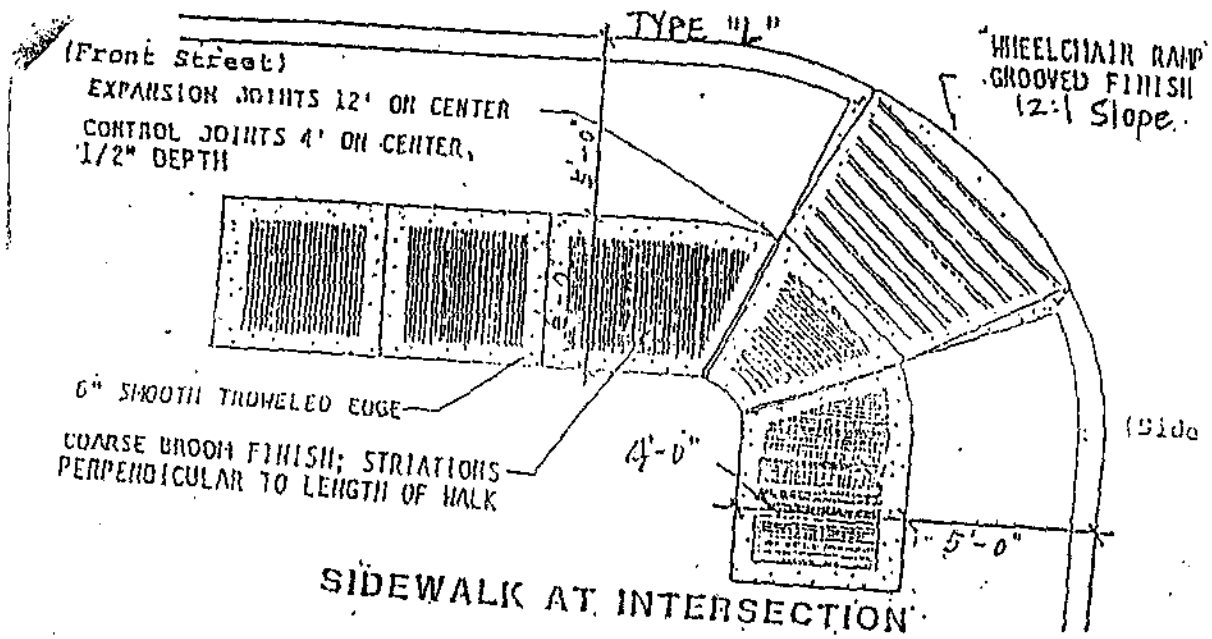


TYPE "H"





AS PER ORIGINAL



STREET TREE PLANTING

ALL LOTS WILL RECEIVE A MINIMUM OF THREE (3) HARDWOOD TREES. TWO OF WHICH MUST BE LOCATED IN THE FRONT YARD. THE EXACT LOCATION OF SAID TREES SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE
 - A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN): HORTICULTURE STANDARDS
 - B. THE BUILDER OR SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION.
 - C. THE BUILDER OR SELLER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
 - D. THE BUILDER OR SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED TREES.
2. PRODUCT AND PLANTING SPECIFICATIONS
 - A. ALL TREES SHALL BE A MINIMUM 4 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
 - B. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE.
 - C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS, OR ADJACENT PROPERTY.

*Re: Lake Olympia Development
200 Lake Olympia Parkway
Missouri City TX 77459*

FIRST PARTIAL AMENDMENT OF DECLARATION OF ANNEXATION
FOR
FLAMINGO ISLAND AT LAKE OLYMPIA
TO ESTABLISH
FLAMINGO ISLAND AT LAKE OLYMPIA SECTION ONE

THE STATE OF TEXAS X
 X
 COUNTY OF FORT BEND X

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

WITNESSETH:

THIS FIRST PARTIAL AMENDMENT FOR DECLARATION OF ANNEXATION FOR FLAMINGO ISLAND AT LAKE OLYMPIA TO ESTABLISH FLAMINGO ISLAND, SECTION ONE, is made by LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

WHEREAS, Declarant has heretofore executed and recorded a Declaration of Annexation for FLAMINGO ISLAND AT LAKE OLYMPIA, which is recorded in File No. 9867559 of the Official Records of Fort Bend County, Texas, ("the Declaration of Annexation") and which is a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1755A and 1755B in the Plat Records of Fort Bend County, Texas.

AND, WHEREAS, Declarant now desires to amend the Declaration of Annexation to create, out of a portion of FLAMINGO ISLAND AT LAKE OLYMPIA, a subdivision to be known as FLAMINGO ISLAND, SECTION ONE (the "subdivision"), more particularly described in Exhibit "D" which is attached hereto and incorporated therein, and previously recorded as A Replat and Partial Replat of Flamingo Island at Lake Olympia, according to the map or plat thereof recorded in Slide No. 1755A and 1755B in the Plat Records of Fort Bend County, Texas, and to impose upon the property constituting the Subdivision, certain easements, covenants, conditions, and restrictions which are in lieu of those set forth in the Declaration of Annexation and which amend those set forth in the Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold, and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants, and conditions shall be binding upon any person or entity owning or claiming any right, title, or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants, and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows and shall in no way impair the rights of any person or entity owning or claiming any right, title, or interest in or to any portion of the property in Flamingo Estates at Lake Olympia, a subdivision in Fort Bend County, Texas, according to the plat thereof recorded in Slide No. 1275B in the plat records of Fort Bend County, Texas (herein after collectively referred to as Flamingo Estates), or any portion of the remainder of the property in FLAMINGO ISLAND AT LAKE OLYMPIA and their heirs, successors, and assigns:

1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of this Declaration of Annexation shall only cover and affect the following described property:
Lots One (1) through Four (4) inclusive in Block One (1), and Lots One Hundred One (101) through Lot One Hundred Twenty-Eight (128) inclusive in Block One (1). And all in the Final Partial Replat of Flamingo Island at Lake Olympia Section One (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1844A in the Plat Records of Fort Bend County, Texas.
2. Lots One (1) through Lot Four (4) and Lots One Hundred Nine (109) through Lot One Hundred Twenty-Eight (128) inclusive in Block One (1) within this Subdivision are hereby declared to be Waterway Lots in all respects except for the collection of a Waterway Assessment.
3. All Lots within this subdivision are hereby declared Private Road Lots, as hereafter defined.
4. There is added to Article I, new sections 21, 22, 23, and 24 as follows:

Section 21. "Private Road" shall mean and include any pavement, road, retaining wall, or other access, all or a portion of which is so designated on any plat, amending plat or replat of the Subdivision and Flamingo Estates and is restricted in use within the Property or the Subdivision and Flamingo Estates, up to the curb or shoulder along such Private Road, together with any adjacent areas contained within the boundaries of any right of way applicable to such Private Road, the ground or bottom thereunder, and any structures now or hereafter located upon or within such Private Road, except residential driveway approaches. The use of which is restricted to owners of property adjacent to the Private Road, their invitees, agents, etc. and to the Declarant, utility companies, governmental agencies, the Homeowner's Association, their invitees, agents, etc..

Section 22. "Private Road Assessment" shall mean an assessment levied only against the Private Road Lots (as defined herein) the proceeds of which shall be used to repair, maintain, rebuild, restore, and style or otherwise service any portion of a Private Road and any roadway or setback between a Private Road and the property which it adjoins.

Section 23. "Private Road Lot" shall mean a Lot, any portion of which is bounded by, or which fronts upon or backs up to a Private Road or any portion of a Private Road and shall include, without limitation, those lots designated as Private Road Lots in any Declaration of Annexation hereafter executed and recorded by Declarant.

Section 24. "Easements" shall mean and refer to the various utility, maintenance, and other easements of record, easements shown on the Plat, and such other easements as are created or referred to in this Declaration.

5. There is added to Article III new sections 14 and 15 as follows:

Section 14. Private Road Assessments. In addition to the General Assessment, Special Assessment, and Waterway Assessment, the Association may levy a Private Road Assessment which shall be assessed against, and shall only be applicable to, Private Road Lots, and shall be subject to the following conditions and limitations:

- (a) The amount of the Private Road Assessment applicable to any Private Road Lot shall not exceed one hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to, or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Subdivision and Flamingo Estates.
- (b) The Private Road Assessment shall be assessed against each Private Road Lot on an equal basis regardless of frontage along any Private Road.
- (c) The actual amount of any Private Road Assessment shall be set by the Board, upon majority vote, provided that it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve, or improve, in any way, any pavement, shoulder, retaining wall, or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any pavement or area between curb and Right-of-Way reflected on the plat, amending plat, replat, or serving the Subdivision or Flamingo Estates.

- (e) The Private Road Assessment shall not take effect or be assessed until January 1, 2001. The Private Road Assessment applicable to any Lot owned by an Active Builder upon which no Living Unit has been fully constructed by January 1st of each year shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Private Road Assessment in the same year. Any Lot owned by Declarant or any subsidiaries owned by Declarant shall be exempt from such Private Road Assessment.

Section 15. Private Area Assessment. The Association shall have the right to levy and collect an assessment ("Private Area Assessment") which shall be assessed against and shall only be applicable to the Subdivision and Flamingo Estates. The proceeds of the Private Area Assessment shall be used as herein after described. The Private Area Assessment shall be subject to the following conditions and

limitations:

- (a) The amount of the Private Area Assessment shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Lots in the Subdivision and Flamingo Estates.
- (b) The Private Area Assessment shall be assessed against each Lot in the Subdivision on an equal basis.
- (c) The actual amount of the Private Area Assessment shall be set by the Board upon a majority vote, provided it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of the Private Area Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve, or improve, in any way, the controlled access entry system, landscaping, entry structures, community docks, street lights, bridge lighting, and related appurtenances, including any facilities which support or are ancillary to any Reserve or entry area reflected on the plat, amending plat, replat or serving the Subdivision and Flamingo Estates.
- (e) The Private Area Assessment shall not take effect or be assessed until January 1, 2001. The Private Area Assessment applicable to any Lot owned by an Active Builder upon which no Living Unit has been fully constructed by January 1st of each year shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Private Area Assessment in the same year. Any Lot owned by Declarant or any subsidiaries owned by Declarant shall be exempt from such Private Area Assessment.

6. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures;
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary, and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the Lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the Subdivision.

7. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than two (2) private garages for no less than two (2) nor more than four (4) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the

Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include porte-cocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Some part of the property conveyed herein may be wetlands, part of the waters of the United States, as defined by the Federal Water Pollution Prevention and Control Act (Clean Water Act) and regulations promulgated thereunder. As such, the part of the property identified as wetlands may be subject to the jurisdiction of the United States Army Corps of Engineers pursuant to the Clean Water Act. Discharge of dredged or fill material into these waters requires a permit issued by the Corps of Engineers under 33 U.S.C. 1344 (1986 & Supp. 1988). As currently defined by the Corps of Engineers, fill material means "any material used for the primary purpose of replacing an aquatic area with dry land or changing the bottom elevation of any waterbody." 33 C.F.R. 323.2 (e) (1989). Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

Lake Olympia Development Corporation has been covered by a Corps of Engineers Permit No. 16350 (01). All designated wetlands are to be preserved. To aid this, a buffer zone has been designated, in certain areas approximately fifty (50) feet on either side of the existing shoreline, and lake access is to be by boardwalk. No fill or structures, excluding boardwalks or fences where permitted, including temporary structures, shall be placed in the wetlands buffer zone designated on the subdivision plat.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees, unless otherwise permitted by the Architectural Control Committee.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,400 square feet of living area. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence; (ii) asphalt or composition type shingles of a minimum of 300 pound dimensional type, comparable in color to aged or weathered wood shingles; or (iii) tile. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached enclosed private garage, but in no event more than two (2) garages for not less than two (2) nor more than four (4) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. No garage doors shall face any waterway unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. Unless otherwise specifically agreed to in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line than the building setback lines shown on the subdivision plat. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat. Only black wrought iron fences with spacings not less than four (4) inches nor more than six (6) inches and not to exceed four (4) feet in height shall be allowed along any waterway unless specifically approved in writing by the Architectural Control Committee.

All dedicated drainage easements reflected on the Subdivision plat, shall be kept free of all fences, buildings, plantings, and other obstructions that interfere with drainage. Only wrought iron fences with spacings not less than four (4) inches and not more than six (6) inches shall be allowed within the drainage easement. All improvements within the drainage easement shall be subject to the approval of the party ultimately responsible for its maintenance as a drainage easement.

Section 24. Driveways. Unless the Architectural Control Committee agrees otherwise, each Lot (except for corner lots which may have driveway access either to the front street or side street) shall have driveway access to the street on which the Lot faces. Subject to the foregoing limitation, the Owner of each Lot shall share in the construction and maintenance at his expense of a driveway from his garage to an abutting street, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto. In addition, the Architectural Control Committee shall have the right to approve all materials and design of all driveways.

Section 29. Variety of Living Units. No Builder, Owner or agent of Owner, shall be allowed to place on any lots any Living Units with the same or substantially similar elevation, as is reasonably determined by the Association, in an area of (i) as it relates to Living Units on the same side of the street, the same elevation shall not appear unless there is at least one (1) Living Unit with a substantially different elevation in between it and (ii) as it relates to Living Units across the street from each other shall not repeat itself unless there is at least one (1) Living Unit of a substantially different elevation between it inclusive of any Living Unit(s) across the street.

Section 30. Exterior Lighting. The approval of the Architectural Control Committee must be obtained in writing prior to the installation of any floodlights, flood lamps, gas lights, or any other type of exterior lighting on any Lot.

8. There is added to Article VII new Sections 33, 34, 35, 36, 37, 38, 39, 40, and 41 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than (3') feet above the natural elevation of the Lot at any point on the Lot. No structure, fences, or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT. No portion of any deck, porch, dock, pier, patio, or similar shall be erected or allowed to extend on any portion of any WATERWAY LOT beyond five (5) feet of the rear property line (or side property line if it should lie along a waterway) at any point of the Lot. No portion of any deck, porch, dock, pier, patio, or similar structure that extends beyond the property line shall be wider than ten (10') feet.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches, and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill, and any other improvement, structure, or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

Section 36. Maintenance of Rear Yards, Decks, Porches, Docks, Piers, and Patios. Rear yards, decks, porches, docks, piers, patios, and other similar structures shall be kept neat in appearance. Except for normal and customary patio furniture, storage of household goods, furniture, appliances, or any other similar item shall not be allowed.

Section 37. Utility Easements; Liability. Declarant, its successors and assigns, reserves the easements and rights-of-way as shown on the Plat for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, electric power, cable television and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across, and/or under the Properties.

Neither Declarant, its assigns, agents, employees, or servants nor any utility company using the easements herein before referred to shall be liable for any damages done by them to fences, shrubbery, trees, or flowers or other property of the Owner situated on the land covered by said easements.

It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television, or phone purposes and shall convey no interest in any pipes, lines, poles, or conduits or in any utility facility or appurtenances thereto constructed by Declarant, or any easement Owner or their agents, through, along or upon the premises affected, the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly reserved by Declarant.

Section 38. Type of Construction.

- (a) The construction of any residence shall involve the use of not less than eighty percent (80%) brick veneer, stone, stucco, or other masonry around the outside perimeter of the building.
- (b) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties, in such a manner than it may be viewed from the street or waterway on which the Lot fronts, sides or backs.

Section 39. Building Location. No main residence building or attached garage nor any part thereof shall encroach upon any utility easement, wetland, or designated buffer zone.

Section 40. Lot Drainage. Each owner of a Lot agrees for himself, his heirs, or successors in interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in said tract; and he will make adequate provisions for proper drainage in the vent it becomes necessary to change the established drainage over his Lot. For the purposes hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract, including landscaping of any Lots in said tract, was completed by Declarant.

Section 41. Community Docks. Declarant, at his sole discretion, may construct community docks within the Subdivision, at specific locations to be chosen by Declarant, for the common enjoyment of residents within the Subdivision, including, but not limited to, docking and storing boats, fishing, and other recreational uses to be determined by the Board.

- 9. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
- 10. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions, and reservations contained in the Declaration shall be and remain in full force and effect.
- 11. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 3rd day of NOVEMBER, 1999.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT CORP.

BY: [Signature]
ANDREW CHOY, President

THE STATE OF TEXAS X
 X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on the 3rd day of NOVEMBER, 1999 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.



BRIGIT HALLORAN
MY COMMISSION EXPIRES
May 13, 2001

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
BRIGIT HALLORAN

MY COMMISSION EXPIRES: May 13, 2001

RETURN TO: LAKE OLYMPIA DEVELOPMENT CORPORATION
6161 SAVOY, SUITE 1077
HOUSTON, TEXAS 77036

STREET TREE PLANTING

ALL LOTS WILL RECEIVE A MINIMUM OF THREE (3) HARDWOOD TREES, TWO OF WHICH MUST BE LOCATED IN THE FRONT YARD. THE EXACT LOCATION OF SAID TREES SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES IN THE FRONT OF THE LOT ARE REMOVED OR DIE EITHER DURING CONSTRUCTION OF THE HOME OR AT A LATER TIME. THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO REQUIRE STREET TREES ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE
 - A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN): HORTICULTURE STANDARDS
 - B. THE BUILDER OR SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION.
 - C. THE BUILDER OR SELLER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
 - D. THE BUILDER OR SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES.
2. PRODUCT AND SPECIFICATIONS
 - A. ALL TREES SHALL BE A MINIMUM 3 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
 - B. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE.
 - C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS, OR ADJACENT PROPERTY.

AFTER RECORDING PLEASE RETURN TO:

LAKE OLYMPIA DEVELOPMENT
6161 SAVOY, SUITE 1077
HOUSTON, TEXAS 77036

Return to:
Lake Olympia
Development Corporation
6161 Sandy #1077
Houston TX 77036

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

11-05-1999 02:19 PM 1999097225
CT \$55.00
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

FIRST PARTIAL AMENDMENT OF DECLARATION OF ANNEXATIONFORFLAMINGO ISLAND AT LAKE OLYMPIA SECTION TWO

THE STATE OF TEXAS X
 X
 COUNTY OF FORT BEND X

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N.V., a Netherlands Antilles Corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

WITNESSETH:

THIS FIRST PARTIAL AMENDMENT FOR DECLARATION OF ANNEXATION FOR FLAMINGO ISLAND AT LAKE OLYMPIA SECTION TWO, is made by LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

WHEREAS, Declarant has heretofore executed and recorded a Declaration of Annexation for FLAMINGO ISLAND AT LAKE OLYMPIA SECTION TWO ("Subdivision"), which is recorded in File No. 2001002117 of the Official Records of Fort Bend County, Texas, ("the Declaration of Annexation") and which is a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1844B and 1845A in the Plat Records of Fort Bend County, Texas.

AND, WHEREAS, Declarant now desires to amend the Declaration of Annexation to reflect a reduced number of Lots in the Subdivision according to an AMENDING PLAT OF FLAMINGO ISLAND AT LAKE SECTION TWO, more particularly described in Exhibit "D" which is attached hereto and incorporated therein, and previously recorded as A Partial Replat Flamingo Island at Lake Olympia Section Two, according to the map or plat thereof recorded in Slide No. 1844B and 1845A in the Plat Records of Fort Bend County, Texas, and to impose upon the property constituting the Subdivision, certain easements, covenants, conditions, and restrictions which are in lieu of those set forth in the Declaration of Annexation and which amend those set forth in the Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold, and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants, and conditions shall be binding upon any person or entity owning or claiming any right, title, or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by,

Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants, and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows and shall in no way impair the rights of any person or entity owning or claiming any right, title, or interest in or to any portion of the property in Flamingo Estates at Lake Olympia, a subdivision in Fort Bend County, Texas, according to the plat thereof recorded in Slide No. 1275B in the plat records of Fort Bend County, Texas (herein after collectively referred to as Flamingo Estates), or any portion of the remainder of the property in FLAMINGO ISLAND AT LAKE OLYMPIA SECTIONS ONE AND TWO and their heirs, successors, and assigns:

1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots Five (5) through Lot Thirty-Eight (38) inclusive in Block One (1), Lots Forty-Seven (47) through Lot Eighty-Eight (88) inclusive in Block One (1), Lots One (1) through Lot Ten (10) inclusive in Block Two (2), and Lots One (1) through Lot Four (4) inclusive in Block Three (3). And all in the Amending Plat of Flamingo Island at Lake Olympia Section Two (2), a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 2131 A+B in the Plat Records of Fort Bend County, Texas.

2. All Lots inclusive in Block One (1) within this Subdivision are hereby declared to be Waterway Lots in all respects except for the collection of Waterway Assessment.
3. All Lots within this Subdivision are hereby declared Private Road Lots, as hereafter defined.
4. There is added to Article I, new sections 21, 22, 23, and 24 as follows:

Section 21. "Private Road" shall mean and include any pavement, road, retaining walls, or other access, all or a portion of which is so designated on any plat, amending plat or replat of the Subdivision and Flamingo Estates and is restricted in use within the Property or the Subdivision and Flamingo Estates, up to the curb or shoulder along such Private Road, together with any adjacent areas contained within the boundaries of any right of way applicable to such Private Road, the ground or bottom thereunder, and any structures now or hereafter located upon or within such Private Road, except residential driveway approaches. The use of which is restricted to owners of property adjacent to the Private Road, their invitees, agents, etc. and to the Declarant, utility companies, governmental agencies, the Homeowner's Association, their invitees, agents, etc..

Section 22. "Private Road Assessment" shall mean an assessment levied only against the Private Road Lots (as defined herein) the proceeds of which shall be used to repair, maintain, rebuild, restore, and style or otherwise service any portion of a Private Road and any roadway or setback between a Private Road and the property which it adjoins.

Section 23. "Private Road Lot" shall mean a Lot, any portion of which is bounded by, or which fronts upon or backs up to a Private Road or any portion of a Private Road and shall include, without limitation, those lots designated as Private Road Lots in any Declaration of Annexation hereafter executed and recorded by Declarant.

Section 24. "Easements" shall mean and refer to the various utility, maintenance, and other easements of record, easements shown on the Plat, and such other easements as are created or referred to in this Declaration.

5. There is added to Article III new sections 14 and 15 as follows:

Section 14. Private Road Assessments. In addition to the General Assessment, Special Assessment, and Waterway Assessment, the Association may levy a Private Road Assessment which shall be assessed against, and shall only be applicable to, Private Road Lots, and shall be subject to the following conditions and limitations:

- (a) The amount of the Private Road Assessment applicable to any Private Road Lot shall not exceed one hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to, or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Subdivision and Flamingo Estates.
- (b) The Private Road Assessment shall be assessed against each Private Road Lot on an equal basis regardless of frontage along any Private Road.
- (c) The actual amount of any Private Road Assessment shall be set by the Board, upon majority vote, provided that it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve, or improve, in any way, any pavement, shoulder, retaining walls, or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any pavement or area between curb and Right-of-Way reflected on the plat, amending plat, replat, or serving the Subdivision or Flamingo Estates.
- (e) The Private Road Assessment shall not take effect or be assessed until January 1, 2001. The Private Road Assessment applicable to any Lot owned by an Active Builder upon which no Living Unit has been fully constructed shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Private Road Assessment. Any Lot owned by Declarant, or any subsidiaries owned by Declarant, shall be exempt from such Private Road Assessment.

Section 15. Private Area Assessment. The Association shall have the right to levy and collect an assessment ("Private Area Assessment") which shall be assessed against and shall only be applicable to the Subdivision and Flamingo Estates. The proceeds of the Private Area Assessment shall be used as herein after described. The Private Area Assessment shall be subject to the following conditions and limitations:

- (a) The amount of the Private Area Assessment shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Subdivision and Flamingo Estates.
- (b) The Private Area Assessment shall be assessed against each Lot in the Subdivision on an equal basis.
- (c) The actual amount of the Private Area Assessment shall be set by the Board upon a majority vote, provided it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of the Private Area Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve, or improve, in any way, the controlled access entry system, landscaping, entry structures, community docks, street lights, bridge lights, and related appurtenances, including any facilities which support or are ancillary to any Reserve or any entry area reflected on the plat, amending plat, replat or serving the Subdivision and Flamingo Estates.
- (e) The Private Area Assessment shall not take affect or be assessed until January 1, 2001. The Private Area Assessment applicable to any Lot owned by an Active Builder upon which no Living Unit has been fully constructed shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Private Area Assessment. Any Lot owned by Declarant, or any subsidiaries owned by Declarant, shall be exempt from such Private Area Assessment.

6. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;

- (b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures;
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary, and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the Lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the Subdivision.

7. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one half (2 ½) stories in height; (ii) no more than two (2) private garages for no less than two (2) nor more than four (4) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include porte-cocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Some part of the property conveyed herein may be wetlands, part of the waters of the United States, as defined by the Federal Water Pollution Prevention and Control Act (Clean Water Act) and regulations promulgated thereunder. As such, the part of the property identified as wetlands may be subject to the jurisdiction of the United States Army Corps of Engineers pursuant to the Clean Water Act. Discharge of dredged or fill material into these waters requires a permit issued by the Corps of Engineers under 33 U.S.C. 1344 (1986 & Supp. 1988). As currently defined by the Corps of Engineers, fill material means "any material used for the primary purpose of replacing an aquatic area with dry land or changing the bottom elevation of any waterbody." 33 C.F.R. 323.2 (e) (1989). Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

Lake Olympia Development Corporation has been covered by a Corps of Engineers Permit No. 16350 (01). All designated wetlands are to be preserved. To aid this, a buffer zone has been designated, in certain areas approximately fifty (50) feet on either side of the existing shoreline, and lake access is to be by boardwalk. No fill or structures, excluding boardwalks or fences where permitted, including temporary structures, shall be placed in the wetlands buffer zone designated on the subdivision plat.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees, unless otherwise permitted by the Architectural Control Committee.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,400 square feet of living area. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence, (ii) asphalt or composition type shingles of a minimum of 300 pound dimensional type, comparable in color to aged or weathered wood shingles, or (iii) tile. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached enclosed private garage, but in no event more than two (2) garages for not less than two (2) nor more than four (4) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. No Owner shall be required to build any fence on any Lot, and no Owner shall build any fence or other similar structure on any Lot or the back portion of any Waterway Lot without the express, prior written approval of the Architectural Control Committee. Unless otherwise specifically agreed to in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line than the building setback lines shown on the subdivision plat. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

All dedicated drainage easements reflected on the Subdivision plat, shall be kept free of all fences, buildings, plantings, and other obstructions that interfere with drainage. Only wrought iron fences with spacings not less than four (4) inches and not more than six (6) inches shall be allowed within the drainage easement. All improvements within the drainage easement shall be subject to the approval of the party ultimately responsible for its maintenance as a drainage easement.

Section 24. Driveways. Unless the Architectural Control Committee agrees otherwise, each Lot (except for corner lots which may have driveway access either to the front street or side street) shall have driveway access to the street on which the Lot faces. Subject to the foregoing limitation, the Owner of each Lot shall share in the construction and maintenance at his expense of a driveway from his garage to an abutting street, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto. In addition, the Architectural Control Committee shall have the right to approve all materials and design of all driveways.

Section 29. Variety of Living Units. No Builder, Owner or agent of Owner, shall be allowed to place on any lots any building compounds with the same or substantially similar elevation, as is reasonably determined by the Association, in an area of (i) as it relates to Living Units on the same side of the street, the same elevation shall not appear unless there is at least one (1) Living Unit with a substantially different elevation between it and (ii) as it relates to Living Units across the street from each other shall not repeat itself unless there is at least one (1) Living Unit of a substantially different elevation between it, inclusive of any Living Unit(s) across the street.

Section 30. Exterior Lighting. The approval of the Architectural Control Committee must be obtained in writing prior to the installation of any floodlights, flood lamps, gas lights, or any other type of exterior lighting on any Lot. One gas pole lamp shall be placed on each lot of a type and at a location as set by the Architectural Control Committee unless specifically approved in writing by the Architectural Control Committee.

8. There is added to Article VII new Sections 33, 34, 35, 36, 37, 38, 39, 40, and 41 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than (3') feet above the natural elevation of the Lot at any point on the Lot. No structure, fences, or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches, and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill, and any other improvement, structure, or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

Section 36. Maintenance of Rear Yards, Decks, Porches, and Patios. Rear yards, decks, porches and patios shall be kept neat in appearance. Except for normal and customary patio furniture, storage of household goods, furniture, appliances, or any other similar item shall not be allowed.

Section 37. Utility Easements; Liability. Declarant, its successors and assigns, reserves the easements and rights-of-way as shown on the Plat for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, electric power, cable television and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across, and/or under the Properties. Neither Declarant, its assigns, agents, employees, or servants nor any utility company using the easements herein before referred to shall be liable for any damages done by them to fences, shrubbery, trees, or flowers or other property of the Owner situated on the land covered by said easements.

It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television, or phone purposes and shall convey no interest in any pipes, lines, poles, or conduits or in any utility facility or appurtenances thereto constructed by Declarant, or any easement Owner or their agents, through, along or upon the premises affected, the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly reserved by Declarant.

Section 38. Type of Construction.

- (a) The construction of any residence shall involve the use of not less eighty percent (80%) brick veneer, stone, stucco other masonry around the outside perimeter of the building.
- (b) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties, in such a manner than it may be viewed from the street on which the Lot fronts, sides or backs.

Section 39. Building Location. No main residence building or attached garage nor any part thereof shall encroach upon any utility easement, wetlands, or designated buffer zones.

Section 40. Lot Drainage. Each owner of a Lot agrees for himself, his heirs, or successors in interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in said tract, and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his Lot. For the purposes hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract, including landscaping of any Lots in said tract, was completed by Declarant.

Section 41. Community Docks. Declarant, at his sole discretion, may construct community docks within the Subdivision, at specific locations to be chosen by Declarant, for the common enjoyment of residents within the Subdivision and Flamingo Island at Lake Olympia Section One and Flamingo Estates, including, but not limited to, docking and storing of boats, fishing, and other recreational uses.

9. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
10. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions, and reservations contained in the Declaration shall be and remain in full force and effect.
11. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 16 day of March, 2001.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT CORPORATION.

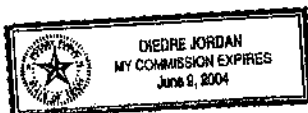
BY: [Signature]
ANDREW CHOY, President

CONSENT TO AND ACKNOWLEDGED BY:
Windwater Homes, L.L.C., a Texas Limited Liability Company,
owner of Lots Five (5) and Forty-Seven (47) in Block One (1).

BY: [Signature]
ANDREW CHOY, President

THE STATE OF TEXAS X
 X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on the 16 day of March, 2001 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, and President of WINDWATER HOMES, L.L.C., a Texas limited liability company, on behalf of said corporations.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

RETURN TO: LAKE OLYMPIA DEVELOPMENT
6161 Savoy, Suite 1077
Houston, Texas 77036

STREET TREE PLANTING

ALL LOTS WILL RECEIVE A MINIMUM OF THREE (3) HARDWOOD TREES, TWO OF WHICH MUST BE LOCATED IN THE FRONT YARD. THE EXACT LOCATION OF SAID TREES SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES IN THE FRONT OF THE LOT ARE REMOVED OR DIE EITHER DURING CONSTRUCTION OF THE HOME OR AT A LATER TIME. THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO REQUIRE STREET TREES ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE
 - A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN); HORTICULTURE STANDARDS
 - B. THE BUILDER OR SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION.
 - C. THE BUILDER OR SELLER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
 - D. THE BUILDER OR SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES.
2. PRODUCT AND SPECIFICATIONS
 - A. ALL TREES SHALL BE A MINIMUM 3 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
 - B. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE.
 - C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS, OR ADJACENT PROPERTY.

AFTER RECORDING PLEASE RETURN TO:

LAKE OLYMPIA DEVELOPMENT
6161 SAVOY, SUITE 1077
HOUSTON, TEXAS 77036

EXHIBIT "F"

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

03-19-2001 03:16 PM 2001022196
TD \$59.00
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

DECLARATION OF ANNEXATION

FOR

FLAMINGO ESTATES AT LAKE OLYMPIA

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N. V., a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B" and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration above (the Declaration and any and all amendments and supplements thereto being hereinafter called the "Declaration");

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as FLAMINGO ESTATES AT LAKE OLYMPIA (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants,

conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows and shall in no way impair the rights of any person or entity owning or claiming any right, title or interest in or to any portion of the property in Flamingo Island at Lake Olympia, a subdivision in Fort Bend County, Texas, according to the plat thereof recorded in Slide No. 1117B and 1118A in the Plat records of Fort Bend County, Texas and in Flamingo Island at Lake Olympia Partial Replat, a subdivision in Fort Bend County, Texas, according to the plat thereof recorded in Slide No. 1228B in the Plat records of Fort Bend County, Texas (herein after collectively referred to as Flamingo Island), and their heirs, successors and assigns:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lot One (1) through Lot Five (5) inclusive in Block Two (2), and Lot One (1) in Block One (1) in Flamingo Estates at Lake Olympia, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1275B in the Plat Records of Fort Bend County, Texas.

2. All Lots within this Subdivision are hereby declared to be Waterway Lots and Private Road Lots, as hereinafter defined.
3. There is added to Article I, new sections 21, 22 and 23 as follows:

Section 21. "Private Road" shall mean and include any pavement, road or other access, all or a portion of which is so designated on any plat or replat of the Subdivision and Flamingo Island, and is restricted in use within the Property or the Subdivision and Flamingo Island, up to the curb or shoulder along such Private Road, together with any adjacent areas contained within the boundaries of any right of way applicable to such Private Road and shall include both the pavement contained within such Private Road, the ground or bottom thereunder, and any structures now or hereafter located upon or within such Private Road except residential driveway approaches. The use of which is restricted to Owners of property adjacent to the Private Road, their invitees, agents, etc. and to the Declarant, utility companies governmental agencies, The Homeowners Association, their invitees and agents etc.

Section 22. "Private Road Assessment" shall mean an assessment levied only against the Private Road Lots (as defined herein) the proceeds of which shall be used to repair, maintain, rebuild, restore, and style or otherwise service any portion of a Private Road and any roadway or set back between a Private Road and the property which it adjoins.

Section 23. "Private Road Lot" shall mean a lot, any portion of which is bounded by, or which fronts upon or backs up to a Private Road or any portion of a Private Road and shall include, without limitation, those lots designated as Private Road Lots in any Declaration of Annexation hereafter Executed and recorded by Declarant.

4. There is added to Article III new sections 14 and 15 as follows:

Section 14. Private Road Assessments. In addition to the General Assessment and Special Assessment, Waterway Assessment the Association may levy a Private Road Assessment which shall be assessed against, and shall only be applicable to, Private Road Lots, and shall be subject to the following conditions and limitations:

- (a) The amount of the Private Road Assessment applicable to any Private Road Lot shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in Flamingo Estates and Flamingo Island.
- (b) The Private Road Assessment shall be assessed against each Private Road Lot on an equal basis regardless of frontage along any Private Road.
- (c) The actual amount of any Private Road Assessment shall be set by the Board, upon majority vote, provided that it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve or improve, in any way, any pavement, shoulder or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any pavement or area between curb and Right-of-Way as reflected on the plat or serving the Subdivision or Flamingo Island.
- (e) The Private Road Assessment shall not take effect or be assessed until January 1, 1997.

Section 16. Private Area Assessment. The Association shall have the right to levy and collect an assessment ("Private Area Assessment") which shall be assessed against and shall only be applicable to the Subdivision and Flamingo Island. The proceeds of the Private Area Assessment shall be used as herein after described. The Private Area Assessment shall be subject to the following conditions and limitations:

- (a) The amount of the Private Area Assessment shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Lots in the Flamingo Estates and Flamingo Island.
- (b) The Private Area Assessment shall be assessed against each Lot in the Subdivision on an equal basis.
- (c) The actual amount of the Private Area Assessment shall be set by the Board upon a majority vote, provided it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of the Private Area Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve or improve, in any way the landscaping, entry structures and related appurtenances, including any facilities which support or are ancillary to any Reserve or as entry area reflected on the Plat or serving the Subdivision or Flamingo Island.
- (e) The Private Road Assessment shall not take effect or be assessed until January 1, 1997.

5. Article V, Section Four, "Approval of Plans" is

hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping except where they might affect existing trees and lighting of a particular lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures;
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show but not be limited to the location of the proposed foundation or slab upon each lot. The Architectural Control Committee shall have the right to require (1) that the slab or foundation be of pier and beam or pier and slab construction, (2) that a tree preservation plan be provided and (3) that adjustments be made in the location, height and extent of improvements to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the lot or within the Subdivision.

6. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any lot other than: (i) one detached single-family dwelling, which shall not exceed three (3) stories in height; (ii) no more than two (2) private garages for no less than two (2) nor more than six (6) passenger cars and servants quarters for household domestic employees actually employed by the Owner or resident of the lot, which garages shall not face any Waterway unless specifically approved in writing by the Architectural Control Committee; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the lot, which greenhouse must not be visible from the street or adjacent property unless agreed to by Declarant, and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse.

No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Some part of the property conveyed herein may be wetlands, part of the waters of the United States, as defined by the Federal Water Pollution Prevention and Control Act (Clean Water Act) and regulations promulgated thereunder. As such, the part of the property identified as wetlands may be subject to the jurisdiction of the United States Army Corps of Engineers pursuant to the Clean Water Act. Discharge of dredged or fill material into these waters requires a permit issued by the Corps of Engineers under 33 U.S.C. 1344 (1986 & Supp. 1988). As currently defined by the Corps of Engineers, fill material means "any material used for the primary purpose of replacing an aquatic area with dry land or changing the bottom elevation of any waterbody." 33 C.F.R. 323.2 (e) (1989). Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

Lake Olympia Development is currently covered by a Corps of Engineers Permit No. 16350 (01). All designated wetlands are to be preserved. To aid this, a buffer zone has been designated, in certain areas approximately 50 feet on either side of the existing shoreline, and lake access is to be by boardwalk. No fill or structures, excluding boardwalks or fences where permitted, including temporary structures, shall be placed in the buffer zone designated on the plat.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed 45 degrees, unless otherwise permitted by the Architectural Control Committee

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 3,500 square feet of living area if a one-story Living Unit and not less than 4,500 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii)

asphalt or composition type shingles of a minimum of 300 pound dimensional type. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or detached enclosed private garage(s), but in no event more than two (2) garages, for not less than two (2) nor more than six (6) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall not face any Waterway, unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. No Owner shall be required to build any fence on the back portion of any Lot, and no Owner shall build any fence or other similar structure on the back portion of any Lot without the express, prior written approval of the Architectural Control Committee. Unless otherwise specifically agreed to in writing by the Architectural Control Committee, no building, fence or other structure shall be placed or built on any Lot nearer to the front lot line than the building setback lines shown on the subdivision plat. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat. Fences, walls, or barriers (1) fronting on a street shall be masonry; (2) fronting on any Waterway shall be wrought iron; unless otherwise permitted by the Architectural Control Committee. Wood fences shall not be allowed unless specifically approved in writing by the Architectural Control Committee. Any driveway gate shall be wrought iron and shall be placed no closer to the street it accesses than the building line as reflected on the Subdivision plat.

All dedicated drainage easements reflected on the Subdivision plat, shall be kept free of all fences, buildings, plantings, and other obstructions that interfere with drainage. Only wrought iron fences with spacings not less than four inches and not more than six inches shall be allowed within the drainage easement. All improvements within the drainage easement shall be subject to the approval of the party ultimately responsible for its maintenance as a drainage easement.

7. There is added to Article VII new Sections 33, 34, 35 and 36 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be on white or neutral color.

Section 34. Height Restrictions on Waterway Lot.

Unless the Architectural Control Committee specifically agrees in writing to the contrary, no portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than three (3') feet above the natural elevation of the lot at any point on the lot. No structure, fences or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground.
- (b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvements structure or facility to be placed upon the lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the lot.

Section 36. Maintenance of Decks, Porches and Patios. Decks, porches and patios shall be kept neat in appearance. Except for normal and customary patio furniture, storage of household goods, furniture, appliances or any other similar item shall not be allowed.

8. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

9. The Declaration is further amended by substitution of the Exhibit "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibit "E" and "F" which are attached to the Declaration.
10. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.
11. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 21st day of September, 1995.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

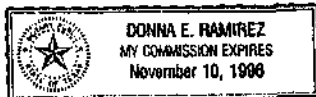
BY: [Signature]
ANDREW CHOY, President

APPROVED BY:
U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

BY: _____
JAMES M. WILSON, Manager

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 21st day of September, 1995 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N. V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Donna E. Ramirez
MY COMMISSION EXPIRES: 11/10/96

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the _____
day of _____, 19__ by JAMES M. WILSON, Manager
of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on
behalf of said _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NAME: _____

MY COMMISSION EXPIRES: _____

RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

TREE PLANTING

ALL LOTS WILL RECEIVE A MINIMUM OF SIX (6) TREES. THE LOCATION OF SAID TREES SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE

- A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN): HORTICULTURAL STANDARDS
- B. THE BUILDER OR SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN VIABLE CONDITION
- C. THE BUILDER OR SELLER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE TREES IN A VIABLE CONDITION.
- D. THE BUILDER OR SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE REQUIRED TREES

2. PRODUCT AND PLANTING SPECIFICATIONS

- A. ALL TREES SHALL BE A MINIMUM 4 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS
- B. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE
- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS OR ADJACENT PROPERTY.

EXHIBIT "F"

FILED AND RECORDED

9-25-95 2:52 P 68 \$75.00 9557088

Dianne Wilson

Dianne Wilson - Co. Clerk
Fort Bend Co., TX

HVV1 -
refer to
Master
deed
restriction

29 8906937

2101 1921

DECLARATION OF ANNEXATION

FOR

HARBOR VIEW VILLAGE SECTION ONE

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the properties described on Exhibit "A", "B" and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant proposes to develop a residential/mixed use commercial community to be known as Lake Olympia pursuant to a common or uniform plan or scheme of development; and

WHEREAS, by virtue of a Declaration of Covenant, Conditions and Restrictions (the "Declaration") recorded in Volume 1355, Page 709, of the Official Records of Fort Bend County, Texas, and supplemented by instrument recorded in Volume 2020, at Page 1988, of the Official Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration; and

WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described on Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as HARBOR VIEW VILLAGE AT LAKE OLYMPIA SECTION ONE (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of

Att: Lake Olympia Dev.
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TX 77459

Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall run with the property constituting the Subdivision and shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One through Three, inclusive, in Block One all in Harbor View Village at Lake Olympia, Section One, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide 923B in the Plat Records of Fort Bend County, Texas.

2. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to this Declaration.

3. Section Ten of Article VII of the Declaration is amended by adding thereto the following;

No portion of any deck, porch, patio or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than one (1') foot above the natural elevation of the Lot at any point on the Lot. No structure of any kind shall be so placed on that portion of any Waterway Lot behind the house erected thereon so as to prevent or impair the view of any lake or waterway from any adjoining Waterway Lot.

4. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.

5. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 13th day of February, ~~1988~~. 1989. Ac

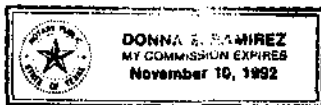
LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
d/b/a LAKE OLYMPIA DEVELOPMENT
CORPORATION.

BY: [Signature]
ANDREW CHOY, President

THE STATE OF TEXAS I

COUNTY OF FORT BEND I

This instrument was acknowledged before me on the 13th day of February, ~~1988~~ 1989 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.



Donna E. Ramirez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Donna E. Ramirez
MY COMMISSION EXPIRES: 11/10/92

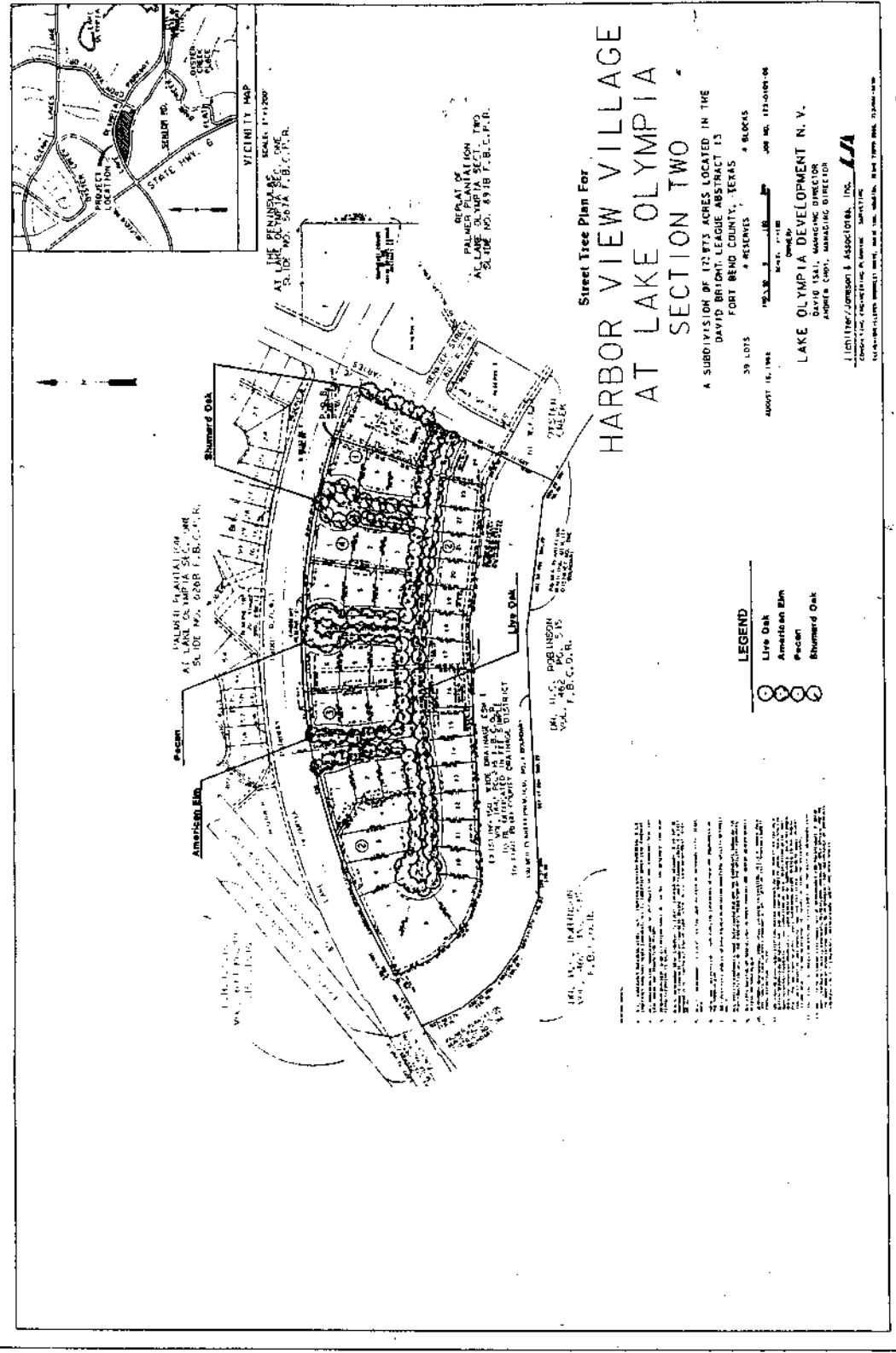


EXHIBIT 'F'

SECOND CORRECTED
DECLARATION OF ANNEXATION
FOR

HARBOR VIEW VILLAGE AT LAKE OLYMPIA, SECTION TWO

THE STATE OF TEXAS
COUNTY OF FORT BEND

THIS SECOND CORRECTED DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N. V., a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B" and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Volume 1355, Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration described above (the Declaration and any and all amendments and supplements thereto being hereinafter called the "Declaration");

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all

purposes, a subdivision to be known as HARBOR VIEW VILLAGE AT LAKE OLYMPIA, SECTION TWO (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots Four (4) through Six (6), inclusive in Block One (1); Lots One (1) through Twenty-four (24), inclusive in Block Two (2); Lots One (1) through Six (6), inclusive in Block Three (3); and, Lots One (1) through Six (6), inclusive in Block Four (4), all in Harbor View Village at Lake Olympia, Section Two (2), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded on Slide No. 967B in the Plat Records of Fort Bend County, Texas.

2. Section Ten of Article VII of the Declaration is amended by adding thereto the following:

No portion of any deck, porch, patio, landscaping or other similar structure shall be erected or allowed

AS PER ORIGINAL

to extend on any portion of any WATERWAY LOT to a height of more than three (3') feet above the natural elevation of the Lot at any point on the Lot. No structure of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or waterway from any adjoining WATERWAY LOT.

3. Article V, Section 4, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show but not be limited to the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the lot and/or that tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the Subdivision.

4. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one (1) detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) nor more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the front of the Lot unless specifically approved in writing by the

Architectural Control Committee and (iii)' a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee. Notwithstanding the foregoing, two (2) story garages shall not be built upon Lot One (1) and Lot Six (6) of Block Three (3), Lot One (1) and Lot Six (6) of Block Four (4), Lot Six (6) of Block One (1), and Lot Four (4) through Eight (8) and Lot One (1) of Block Two (2), unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed 45 degrees.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,900 square feet of living area if a one-story Living Unit and not less than 2,400 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 250 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each Owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats and trailers, of a type and size as will allow the door or doors of the garage to be

AS PER ORIGINAL

shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration, as amended by paragraph two hereof, shall control and be applicable of all Lots of the Subdivision; provided that the Owners of the Lots Eight (8) through Twenty-four (24) inclusive in Block Two (2) shall not be required to construct a fence along Oyster Creek Drainage Easement boundary of Lot Eight (8) through Twenty-four (24), inclusive in Block Two (2); however, if any Owner of such Lots shall erect such a fence, the same shall be in compliance with the other provisions hereof. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the Subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

5. There is added to Article VII new Sections 33 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be on white or neutral color.

6. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

7. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
8. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.
9. All words, phrases or terms used herein shall have

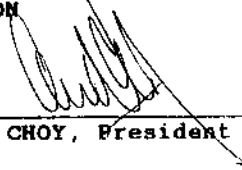
AS PER ORIGINAL

the same meaning as contained in the Declaration,
unless a contrary definition is given herein.

10. This Declaration of Annexation is made in place of
and to correct that certain Declaration of
Annexation executed by Lake Olympia Development,
N.V., dated March 31, 1989 and recorded in Volume
2123, Page 796 of the Official Records of Fort Bend
County, Texas and that certain Corrected Declaration
of Annexation executed by Lake Olympia Development,
N.V. dated December 1, 1989 and recorded in Volume
2172, Page 2131 of the Official Records of Fort Bend
County, Texas. By mistake, that Declaration of
Annexation and Corrected Declaration of Annexation
inadvertently omitted the paragraphs now set forth
as Paragraph 6, and the Corrected Declaration of
Annexation inadvertently referred to the subdivision
as Lakeside Village in the "Witnesseth" and omitted
the phrase "and location of which must be approved
by the Architectural Control Committee prior to
construction" in Paragraph 4, Section 2
"Improvements on Lots" hereof. This Corrected
Declaration of Annexation is made by Lake Olympia
Development, N.V., to correct these mistakes, is
effective on March 31, 1989, and in all other
respects confirms the former Declaration of
Annexation.

IN WITNESS WHEREOF, the undersigned being the Declarant
herein, has hereunto set its hand and seal this 11th day
of January, 1990.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

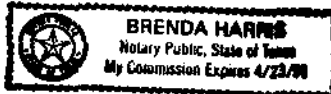
BY: 
ANDREW CHOY, President

AS PER ORIGINAL

THE STATE OF TEXAS

COUNTY OF FORT BEND

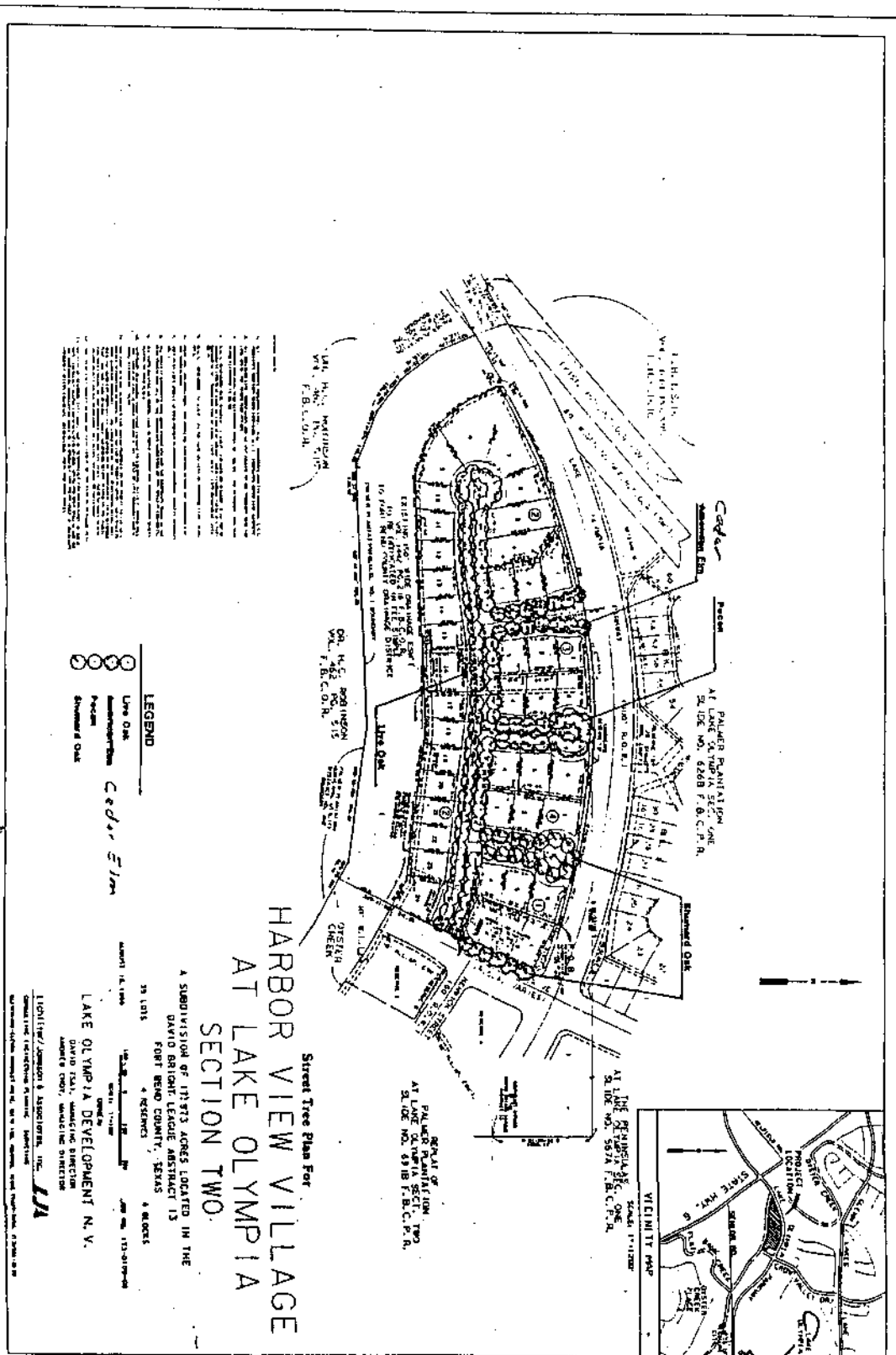
This instrument was acknowledged before me on the 11th
day of January, 1990 by ANDREW CHOY, President
of LAKE OLYMPIA DEVELOPMENT, N. V., a Netherlands Antilles
Corporation, D/B/A LAKE OLYMPIA DEVELOPMENT CORPORATION, on
behalf of said corporation.

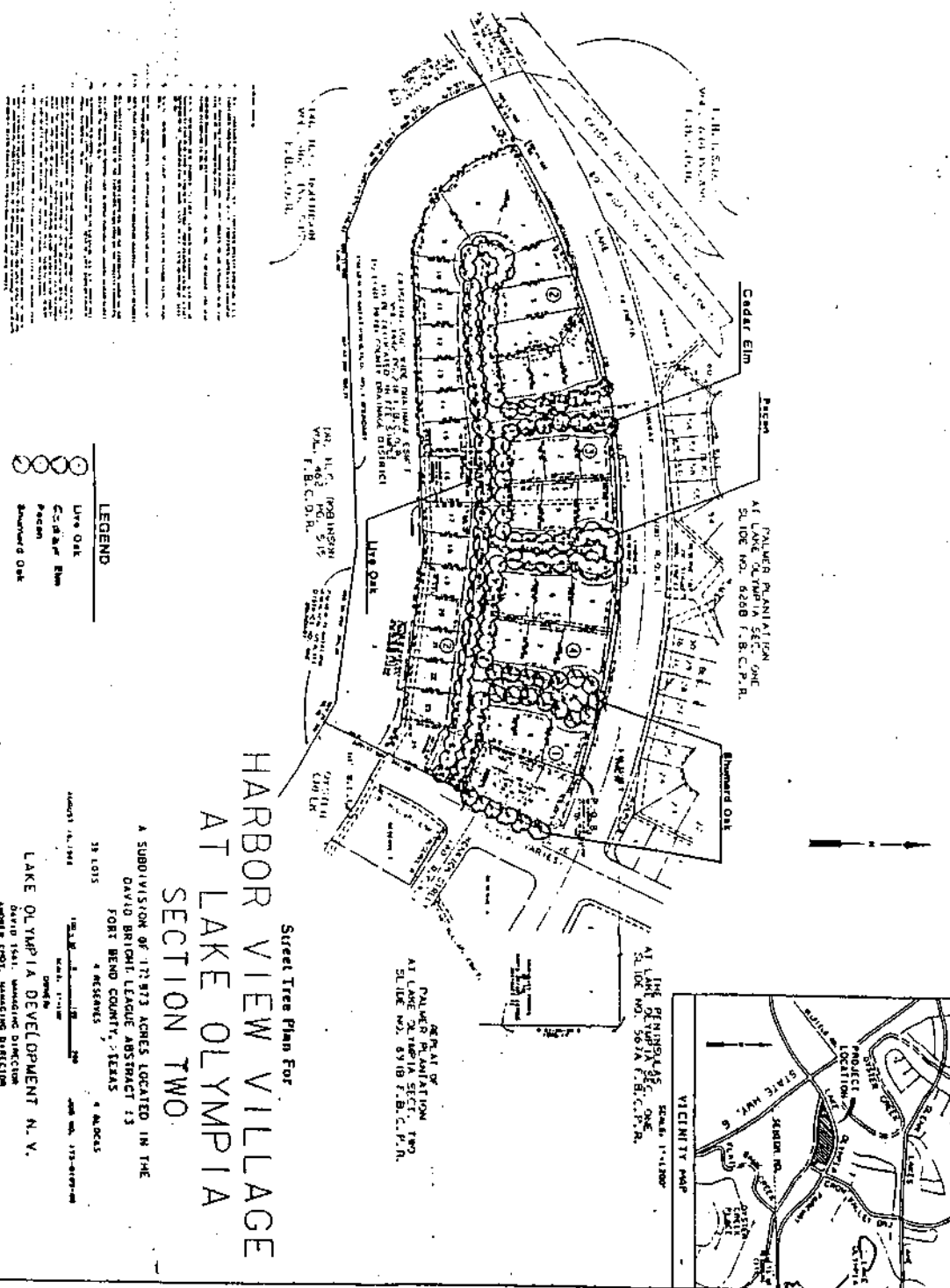


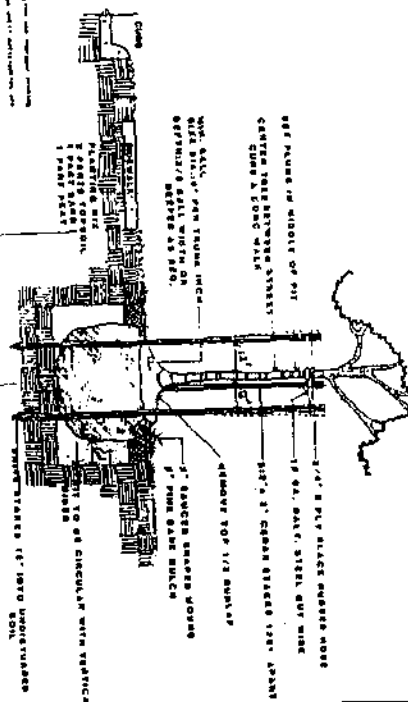
Brenda Harris
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Brenda Harris
MY COMMISSION EXPIRES: 4/23/91

RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

AS PER ORIGINAL







STAKING DETAIL FOR TREES LESS THAN 3" CAL-

1. What is a statute?
2. What is the purpose of a statute?
3. What is the difference between a statute and a law?
4. What is the difference between a statute and a regulation?
5. What is the difference between a statute and a decree?
6. What is the difference between a statute and an ordinance?
7. What is the difference between a statute and a bylaw?
8. What is the difference between a statute and a rule?
9. What is the difference between a statute and a policy?
10. What is the difference between a statute and a principle?

- 1. Activities
 - a. General - The following are typical of the general activities of the Bureau:
 - 1. Planning - The Bureau is responsible for the planning of the activities of the Bureau and the activities of the various divisions and sections.
 - 2. Administration - The Bureau is responsible for the administration of the Bureau and the activities of the various divisions and sections.
 - 3. Investigation - The Bureau is responsible for the investigation of the activities of the Bureau and the activities of the various divisions and sections.
 - 4. Training - The Bureau is responsible for the training of the personnel of the Bureau and the activities of the various divisions and sections.
 - 5. Public Relations - The Bureau is responsible for the public relations of the Bureau and the activities of the various divisions and sections.
- 2. Organization
 - a. General - The Bureau is organized into the following divisions and sections:
 - 1. Planning - The Planning Division is responsible for the planning of the activities of the Bureau and the activities of the various divisions and sections.
 - 2. Administration - The Administration Division is responsible for the administration of the Bureau and the activities of the various divisions and sections.
 - 3. Investigation - The Investigation Division is responsible for the investigation of the activities of the Bureau and the activities of the various divisions and sections.
 - 4. Training - The Training Division is responsible for the training of the personnel of the Bureau and the activities of the various divisions and sections.
 - 5. Public Relations - The Public Relations Division is responsible for the public relations of the Bureau and the activities of the various divisions and sections.

- Page 1 - continued
1. General
 - a. General (about the subject) - This is a general statement of the subject of the report, and is usually the first paragraph of the report.
 - b. Background - This is a statement of the background of the subject, and is usually the second paragraph of the report.
 - c. Statement of the problem - This is a statement of the problem that is being studied, and is usually the third paragraph of the report.
 - d. Statement of the purpose - This is a statement of the purpose of the study, and is usually the fourth paragraph of the report.
 - e. Statement of the scope - This is a statement of the scope of the study, and is usually the fifth paragraph of the report.
 - f. Statement of the limitations - This is a statement of the limitations of the study, and is usually the sixth paragraph of the report.
 - g. Statement of the significance - This is a statement of the significance of the study, and is usually the seventh paragraph of the report.
 - h. Statement of the organization - This is a statement of the organization of the report, and is usually the eighth paragraph of the report.
 2. Methodology
 - a. General - This is a statement of the general methodology used in the study, and is usually the first paragraph of the methodology section.
 - b. Specific - This is a statement of the specific methodology used in the study, and is usually the second paragraph of the methodology section.
 - c. Procedures - This is a statement of the procedures used in the study, and is usually the third paragraph of the methodology section.
 - d. Equipment - This is a statement of the equipment used in the study, and is usually the fourth paragraph of the methodology section.
 - e. Materials - This is a statement of the materials used in the study, and is usually the fifth paragraph of the methodology section.
 - f. Data collection - This is a statement of the data collection methods used in the study, and is usually the sixth paragraph of the methodology section.
 - g. Data analysis - This is a statement of the data analysis methods used in the study, and is usually the seventh paragraph of the methodology section.
 3. Results
 - a. General - This is a statement of the general results of the study, and is usually the first paragraph of the results section.
 - b. Specific - This is a statement of the specific results of the study, and is usually the second paragraph of the results section.
 - c. Tables - This is a statement of the tables used in the study, and is usually the third paragraph of the results section.
 - d. Figures - This is a statement of the figures used in the study, and is usually the fourth paragraph of the results section.
 - e. Conclusions - This is a statement of the conclusions drawn from the results, and is usually the fifth paragraph of the results section.
 4. Discussion
 - a. General - This is a statement of the general discussion of the study, and is usually the first paragraph of the discussion section.
 - b. Specific - This is a statement of the specific discussion of the study, and is usually the second paragraph of the discussion section.
 - c. Conclusions - This is a statement of the conclusions drawn from the study, and is usually the third paragraph of the discussion section.
 - d. Recommendations - This is a statement of the recommendations for further study, and is usually the fourth paragraph of the discussion section.
 5. References
 - a. General - This is a statement of the general references used in the study, and is usually the first paragraph of the references section.
 - b. Specific - This is a statement of the specific references used in the study, and is usually the second paragraph of the references section.
 - c. Tables - This is a statement of the tables used in the study, and is usually the third paragraph of the references section.
 - d. Figures - This is a statement of the figures used in the study, and is usually the fourth paragraph of the references section.
 - e. Conclusions - This is a statement of the conclusions drawn from the study, and is usually the fifth paragraph of the references section.
 6. Appendices
 - a. General - This is a statement of the general appendices used in the study, and is usually the first paragraph of the appendices section.
 - b. Specific - This is a statement of the specific appendices used in the study, and is usually the second paragraph of the appendices section.
 - c. Tables - This is a statement of the tables used in the study, and is usually the third paragraph of the appendices section.
 - d. Figures - This is a statement of the figures used in the study, and is usually the fourth paragraph of the appendices section.
 - e. Conclusions - This is a statement of the conclusions drawn from the study, and is usually the fifth paragraph of the appendices section.

- STAKING DETAIL FOR TREES LESS THAN 10" DBH

EXHIBIT "F"

2183 1159

FILED

'90 JAN 18 P2:06

Dianne Nelson
COUNTY CLERK
FORT BEND COUNTY, TEX.

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the Official Records of Fort Bend
County, Texas as stamped by me.

JAN 22 1990



Dianne Nelson
County Clerk, Fort Bend Co., Tex.

AMENDED
DECLARATION OF ANNEXATION
FOR
JADE ISLAND AT LAKE OLYMPIA

THE STATE OF TEXAS X
 X
COUNTY OF FORT BEND X

THIS AMENDED DECLARATION OF ANNEXATION is made by LAKE OLYMPIA
DEVELOPMENT CORPORATION, a Delaware corporation, ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of the properties described on
Exhibits "A", "B", and "C" which are attached hereto and incorporated by reference for all
purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use
commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of
development;

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions, and Restrictions
("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas,
Declarant has created, out of the portion of the Property which is more particularly described in the
Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE
and has imposed upon such subdivision the covenants, conditions, and restrictions described in the
Declaration above (the Declaration and any and all amendments and supplements thereto being hereinafter
called the "Declaration");

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of
that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and
incorporated herein by reference for all purposes, a subdivision to be known as JADE ISLAND AT LAKE
OLYMPIA, (the "Subdivision") and to impose upon the property constituting the Subdivision, the
covenants, conditions, and restrictions described in the Declaration, except to the extent that the same are
modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the
Property;

AND, WHEREAS, by virtue of this Amended Declaration of Annexation for Jade Island at Lake
Olympia, Declarant hereby replaces that certain Declaration of Annexation for Jade Island at Lake
Olympia, which is recorded in File Number 1999097226 of the Official Records of Fort Bend County,
Texas.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold, and
conveyed subject to all of the easements, restrictions, covenants, and conditions described in the

Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants, and conditions shall be binding upon any person or entity owning or claiming any right, title, or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants, and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Lot Ninety-One (91) inclusive in Block One (1). And all in the Final Plat of Jade Island at Lake Olympia a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 22-75 B in the Plat Records of Fort Bend County Texas. 22-76 A

2. Lots One (1), Two (2), Five (5), Six (6), Seven (7), Thirty-Seven (37) through Forty (40), and Forty-Five (45) through Ninety-One (91) inclusive in Block One (1) within this Subdivision are hereby declared to be Waterway Lots in all respects except for the collection of a Waterway Assessment.
3. All Lots within this subdivision are hereby declared Private Road Lots, as hereinafter defined.
4. There is added to Article I, new sections 21, 22, 23, 24 as follows:

Section 21. "Private Road" shall mean and include any pavement, road, retaining walls, or other access, all or a portion of which is so designated on any plat, amending plat or replat of the Subdivision and is restricted in use within the Property or the Subdivision, up to the curb or shoulder along such Private Road, together with any adjacent areas contained within the boundaries of any right of way applicable to such Private Road, the ground or bottom thereunder, and any structures now or hereafter located upon or within such Private Road except residential driveway approaches. The use of which is restricted to owners of property adjacent to the Private Road, their invitees, agents, etc. and to the Declarant, utility companies, governmental agencies, the Homeowner's Association, their invitees, agents, etc.

Section 22. "Private Road Assessment" shall mean an assessment levied only against the Private Road Lots (as defined herein) the proceeds of which shall be used to repair, maintain, rebuild, restore, and style or otherwise service any portion of a Private Road and any roadway or setback between a Private Road and the property which it adjoins.

Section 23. "Private Road Lot" shall mean a Lot, any portion of which is bounded by, or which fronts upon or backs up to a Private Road or any portion of a Private Road and shall include, without limitation, those lots designated as Private Road Lots in any Declaration of annexation hereafter executed and recorded by Declarant.

Section 24. "Easements" shall mean and refer to the various utility, maintenance, and other easements of record, easements shown on the Plat, and such other easements as are created or referred to in this Declaration.

5. There is added to Article III new sections 14 and 15 as follows:

Section 14. Private Road Assessments. In addition to the General Assessment, the Association shall levy a Private Road Assessment which shall be assessed against, and shall only be applicable to, Private Road Lots, and shall be subject to the following conditions and limitations:

- (a) The amount of the Private Road Assessment applicable to any Private Road Lot shall not exceed one hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to, or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Subdivision.
- (b) The Private Road Assessment shall be assessed against each Private Road Lot on an equal basis regardless of frontage along any Private Road.

- (c) The actual amount of any Private Road Assessment shall be set by the Board, upon majority vote, provided that it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve, or improve, in any way, any pavement, shoulder, retaining walls, or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any pavement or area between curb and Right-of-Way reflected on the plat, amending plat, replat, or serving the Subdivision.
- (e) The Private Road Assessment shall not take effect or be assessed until January 1, 2003. The minimum Private Road Assessment beginning January 1, 2003 and continuing every year thereafter shall be \$50.00 per Lot. The Private Road Assessment applicable to any Lot owned by an Active Builder upon which no Living Unit has been fully constructed by January 1st of each year shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Private Road Assessment in the same year. Any Lot owned by Declarant, or any subsidiaries owned by Declarant, shall be exempt from such Private Road Assessment.

Section 15. Private Area Assessment. The Association shall have the right to levy and collect an assessment ("Private Area Assessment") which shall be assessed against and shall only be applicable to the Subdivision. The proceeds of the Private Area Assessment shall be used as herein after described. The Private Area Assessment shall be subject to the following conditions and limitations:

- (a) The amount of the Private Area Assessment shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Private Area Lots in the Subdivision.
 - (b) The Private Area Assessment shall be assessed against each Lot in the Subdivision on an equal basis.
 - (c) The actual amount of the Private Area Assessment shall be set by the Board upon a majority vote, provided it does not exceed the maximum amounts authorized herein.
 - (d) The proceeds of the Private Area Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve, or improve, in any way, the controlled access entry system, landscaping, entry structures, community docks, street lights, bridge lights, and related appurtenances, including any facilities which support or are ancillary to any Reserve or any entry area reflected on the plat, amending plat, or replat serving the Subdivision.
 - (e) The Private Area Assessment shall not take effect or be assessed until January 1, 2003. The Private Area Assessment applicable to any Lot owned by an Active Builder upon which no Living Unit has been fully constructed by January 1st of each year shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Private Area Assessment in the same year. Any Lot owned by Declarant, or any subsidiaries owned by Declarant, shall be exempt from such Private Area Assessment.
6. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:
- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
 - (b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures;
 - (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
 - (d) All plans submitted to the Architectural Control Committee, including partial, preliminary, and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the Lot and/or that a tree preservation technology be used to the extent that the Architectural Control

Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the Subdivision.

7. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than: (i) one attached single-family dwelling, which shall not exceed two and one half (2 1/2) stories in height; (ii) no more than two (2) private garages for no less than two (2) nor more than four (4) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, which garages shall not face any Waterway unless specifically approved in writing by the Architectural Control Committee; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include porte-cocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Some part of the property conveyed herein may be wetlands, part of the waters of the United States, as defined by the Federal Water Pollution Prevention and Control Act (Clean Water Act) and regulations promulgated thereunder. As such, the part of the property identified as wetlands may be subject to the jurisdiction of the United States Army Corps of Engineers pursuant to the Clean Water Act. Discharge of dredged or fill material into these waters requires a permit issued by the Corps of Engineers under 33 U.S.C. 1344 (1986 & Supp. 1988). As currently defined by the Corps of Engineers, fill material means "any material used for the primary purpose of replacing an aquatic area with dry land or changing the bottom elevation of any waterbody." 33 C.F.R. 323.2 (e) (1989). Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

Lake Olympia Development Corporation has been covered by a Corps of Engineers Permit No. 16350 (01). All designated wetlands are to be preserved. To aid this, a buffer zone has been designated, in certain areas approximately fifty (50) feet on either side of the existing shoreline, and lake access is to be by boardwalk. No fill or structures, excluding boardwalks or fences where permitted, including temporary structures, shall be placed in the wetlands buffer zone designated on the subdivision plat.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees, unless otherwise permitted by the Architectural Control Committee.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,500 square feet of living area. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence, (ii) asphalt or composition type shingles of a minimum of 300 pound dimensional type, comparable in color to aged or weathered wood shingles, or (iii) concrete tile. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached enclosed private garage.

but in no event more than two (2) garages for not less than two (2) nor more than four (4) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. No garage doors shall face any Waterway unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat. Only black wrought iron fences, with spacings not less than four (4) inches nor more than six (6) inches and not to exceed four (4) feet in height, shall be allowed along any Waterway unless specifically approved in writing by the Architectural Control Committee.

All dedicated drainage easements reflected on the Subdivision plat shall be kept free of all fences, buildings, plantings, and other obstructions that interfere with drainage. Only wrought iron fences with spacings not less than four (4) nor more than six (6) inches shall be allowed within the drainage easement. All improvements within the drainage easement shall be subject to the approval of the party ultimately responsible for its maintenance as a drainage easement.

Section 24. Driveways. Unless the Architectural Control Committee agrees otherwise, each lot (except for corner lots which may have driveway access either to the front street or side street) shall have driveway access to the street on which the Lot faces. Subject to the foregoing limitation, the Owner of each Lot shall share in the construction and maintenance at his expense of a driveway from his garage to an abutting street, including the portion of the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto.

Section 29. Variety of Living Units. No Builder, Owner or agent of Owner, shall be allowed to place on any lots any Living Units with the same or substantially similar elevation, as is reasonably determined by the Association, in an area of (i) as it relates to building compounds on the same side of the street, the same elevation shall not appear unless at least one (1) Living Unit with a substantially different elevation between it and (ii) as it relates to Living Units across the street from each other shall not repeat itself unless there is at least one (1) Living Unit of a substantially different elevation between it inclusive of any Living Unit(s) across the street.

Section 30. Exterior Lighting. The approval of the Architectural Control Committee must be obtained in writing prior to the installation of any floodlights, flood lamps, gas lights, or any other type of exterior lighting on any Lot.

8. There is added to Article VII new Sections 33, 34, 35, 36, 37, 38, 39, and 40 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, dock, pier, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than (3') feet above the natural elevation of the Lot at any point on the Lot. No structure, fences, or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT. No portion of any deck, porch, dock, pier, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT beyond ten feet (10') of the rear property line (or side property line if it should lie along a waterway) at any point on the Lot, unless approved in writing by the Architectural Control Committee. No portion of any deck, porch, dock, pier, patio, or other similar structure that extends beyond the property line shall be wider than twenty feet (20'), unless approved in writing by the Architectural Control Committee.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.

- (b) Every effort must be made to locate all improvements, drives, trenches, and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill, and any other improvement, structure, or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

Section 36. Maintenance of Rear Yards, Decks, Porches, Docks, Piers, and Patios. Rear yards, decks, porches, docks, piers, patios, and other similar structures shall be kept neat in appearance. Except for normal and customary patio furniture, storage of household goods, furniture, appliances, or any other similar item shall not be allowed.

Section 37. Utility Easements; Liability. Declarant, its successors and assigns, reserves the easements and rights-of-way as shown on the Plat for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, electric power, cable television and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across, and/or under the Properties.

Neither Declarant, its assigns, agents, employees, or servants nor any utility company using the easements herein before referred to shall be liable for any damages done by them to fences, shrubbery, trees, or flowers or other property of the Owner situated on the land covered by said easements.

It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television, or phone purposes and shall convey no interest in any pipes, lines, poles, or conduits or in any utility facility or appurtenances thereto constructed by Declarant, or any easement Owner or their agents, through, along or upon the premises affected, the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly reserved by Declarant.

Section 38. Type of Construction.

- (a) The construction of any residence shall involve the use of not less than eighty percent (80%) brick veneer, stone, stucco, or other masonry around the outside perimeter of the building.
- (b) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties, in such a manner that it may be viewed from the street or waterway on which the Lot fronts, sides or backs.

Section 39. Building Location. No main residence building or attached garage nor any part thereof shall encroach upon any utility easement, wetlands or designated buffer zones.

Section 40. Lot Drainage. Each owner of a Lot agrees for himself, his heirs, or successors in interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in said tract; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his Lot. For the purposes hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract, including landscaping of any Lots in said tract, was completed by Declarant.

Section 41. Community Docks. Declarant, at his sole discretion, may construct community docks within the Subdivision, at specific locations to be chosen by Declarant, for the common enjoyment of residents within the Subdivision, including, but not limited to, docking and storing of boats, fishing, and other recreational uses to be determined by the Board.

9. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
10. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions, and reservations contained in the Declaration shall be and remain in full force and effect.
11. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 4 day of March, 2002.

LAKE OLYMPIA DEVELOPMENT CORPORATION
a Delaware Corporation

BY: [Signature]
ANDREW CHOY, President

THE STATE OF TEXAS X
 X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on the 4 day of March, 2002 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT CORPORATION, a Delaware Corporation, on behalf of said corporation.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STREET TREE GUIDELINES

STREET TREE GUIDELINES GOALS

Goals for street tree use:

1. Define pedestrian and vehicular space
2. Provide a sense of visual unity
3. Provide shade and limited noise abatement
4. Reduce impact of pavement surface, this reducing heat and glare
5. Provide a palette of appropriate plant material for street tree planting
6. Establish criteria for continued maintenance and mitigation of conflict with
 - Pavement
 - Utilities
 - Traffic Control Devices
 - Street Lighting
 - Vehicles
 - Visual Obstruction

The following is a list of trees considered to be appropriate for street tree planting in urban and residential environments. Minimum distances from curb and street lights shall be followed as specified.

Canopy Trees

Common Name	Botanical Name	Minimum Planting Distance from Street Light	Distance from Back of Curb Required Without Root Barrier	Distance from Edge of Sidewalk Required Without Root Barrier	Root Barrier Required *
American Sycamore	<i>Platanus occidentalis</i>	40'	3'	3'	If planted less than 6' from B.O.C. or 3' from sidewalk
Haleperryas	<i>Paxodiana distichum</i>	25'	10'	10'	If planted less than 10' from B.O.C. or 3' from sidewalk
Common Hackberry	<i>Celtis occidentalis</i>	30'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Chinese Elm	<i>Ulmus parvifolia</i>	25'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Drake Elm	<i>Ulmus parvifolia 'Drace'</i>	25'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Eastern Redcedar	<i>Juniperus virginiana</i>	8'	3'	3'	If planted less than 4' from B.O.C. or 3' from sidewalk
Ginkgo	<i>Ginkgo biloba</i>	15'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Green Ash	<i>Fraxinus pennsylvanica</i>	15'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Pecan	<i>Carya illinoensis</i>	40'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Red Maple	<i>Acer rubrum</i>	25'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Shagbark Hickory	<i>Carya ovata</i>	35'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Southern Magnolia	<i>Magnolia grandiflora</i>	15'	6'	6'	If planted less than 4' from B.O.C. or 3' from sidewalk
Bur Oak	<i>Quercus macrocarpa</i>	35'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Live Oak	<i>Quercus virginiana</i>	35'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Shumard Oak	<i>Quercus shumardii</i>	25'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Pin Oak	<i>Quercus palustris</i>	15'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Pexas Red Oak	<i>Quercus texana</i>	30'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Water Oak	<i>Quercus nigra</i>	30'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk
Willow Oak	<i>Quercus phellos</i>	20'	4'	4'	If planted less than 4' from B.O.C. or 3' from sidewalk

* In no case shall any tree be planted closer than three feet (3') from back of curb or closer than two feet (2') from sidewalks.

Ornamental Trees

Common Name	Botanical Name	Minimum Planting Distance from Street Light	Distance from Back of Curb Required Without Root Barrier	Distance from Edge of Sidewalk Required Without Root Barrier	Root Barrier Required *
American Holly	<i>Ilex opaca</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Gallery Pear	<i>Pyrus calleryana</i>	5'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Chinese Pistache	<i>Pistacia chinensis</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Golden Rain Tree	<i>Koelreuteria bipinnata</i>	5'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Chinese Fringe Tree	<i>Chionanthus virginicus</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Crape Myrtle	<i>Lagerstroemia indica</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Japanese Persimmon	<i>Diospyros kaki</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Mockerng Plum	<i>Prunus mexicana</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Parsley Hawthorn	<i>Cornus marshallii</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Savannah Holly	<i>Ilex opaca 'Savannah'</i>	4'	3'	3'	If planted less than 3' from B.O.C. or 3' from sidewalk
Sweetbay Magnolia	<i>Magnolia virginiana</i>	5'	6'	6'	If planted less than 6' from B.O.C. or 3' from sidewalk
Star Magnolia	<i>Magnolia stellata</i>	5'	6'	6'	If planted less than 6' from B.O.C. or 3' from sidewalk
Saucer Magnolia	<i>Magnolia x soulangeana</i>	5'	6'	6'	If planted less than 6' from B.O.C. or 3' from sidewalk
Star Magnolia	<i>Magnolia stellata</i>	5'	6'	6'	If planted less than 6' from B.O.C. or 3' from sidewalk

* In no case shall any tree be planted closer than three feet (3') from back of curb or closer than two feet (2') from sidewalks.

MAINTENANCE

The homeowner will be required to maintain street trees, including the following items listed below. The Association will enforce these requirements giving the homeowner written notice to address the issues of maintenance. If the homeowner fails to comply within the specified time period, the Association has the authority to perform the necessary maintenance work at the homeowner's expense.

Maintenance will include the following:

1. Tree pruning will be performed in accordance with city standards when trees block or touch any light pole fixtures, traffic signal, or street signage.
2. Tree pruning will be performed in accordance with city standards if any trees overhang the street causing a conflict with vehicles or pedestrians.
3. Tree pruning will be performed in accordance with city standards when trees block visibility to traffic control devices or signage.
4. Trees will require root pruning if any heaving of sidewalks or pavement occurs and/or tree roots surface.
5. Installation of irrigation systems will be encouraged throughout the development.

ROOT BARRIERS

Root barrier installation shall be required as follows:

1. If any type of tree is installed in less than a 6'x 6' root area.
2. If any type of tree is planted closer than 3' from sidewalk.
3. Canopy trees will require a root barrier if planted closer than the distances shown on the chart for Canopy Trees provided in this exhibit.
4. Ornamental trees will require a root barrier if planted closer than the distances shown on the chart for Ornamental Trees provided in this exhibit.
5. No tree shall be planted closer than three feet (3') from curb or two feet (2') from sidewalk with or without root barrier.

CONFLICTS WITH INFRASTRUCTURE

If a tree is damaged due to utility, street, or sidewalk repair, the city will not be held responsible for replacement of the tree or the tree's value. The homeowner and/or Association will not be reimbursed for damage to trees or for tree removal as necessary to facilitate infrastructure repair.

QUALITY ASSURANCE

1. Reference Standards: American Association of Nurserymen, Inc. (AAN): Horticulture Standards.
2. The seller shall warrant that the required trees are in place and in a viable condition.
3. The Builder shall provide the purchaser with the appropriate information to maintain the street trees in a viable condition.
4. The seller shall advise the purchase of the restrictions governing the types and location of the required street trees.

LOCATION AND SPECIFICATION OF REQUIRED STREET TREES

1. All lots will receive street trees.
2. A minimum of two (2) Canopy Trees will be required to be planted per front lot, at the distances identified in the chart for Canopy Trees that has been provided in this exhibit, unless otherwise approved by the Architectural Control Committee.
3. In corner lot situations, a minimum of three (3) Canopy Trees will also be required to be planted along the side of the lot adjacent to the street, at the distances identified in the chart for Canopy Trees that has been provided in this exhibit, unless otherwise approved by the Architectural Control Committee.
4. For wooded lots with existing trees in the front and side yards meeting the minimum requirements outlined above, street trees will not be required unless the existing trees in the front or side of the lot are removed or die, either during construction of the home or at a later time. The Architectural Control Committee reserves the right to require street trees on any wooded lot it deems necessary.
5. All street trees planted to meet the above requirements shall be a minimum 2 1/2" caliper with height and width conforming to AAN standards.
6. All trees shall be planted by a qualified contractor in such a manner to insure the viability of the tree.
7. The contractor shall be responsible for any damage to existing underground utilities, sidewalks, roadways, or adjacent property that may occur as a result of planting the trees.

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HOLD
STANDARD TITLE COMPANY
GF# 93-5500

2499 2442

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DECLARATION OF ANNEXATION

FOR

LAKESHORE FOREST AT LAKE OLYMPIA SECTION ONE

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N. V., a Netherlands Antilles Corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B" and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed-use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration above (the Declaration and any and all amendments and supplements thereto being hereinafter called the "Declaration");

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as LAKESHORE FOREST AT LAKE OLYMPIA SECTION ONE (the "Subdivision") and to impose upon the property constituting the Subdivision, the

covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:
 Lot One (1) through Lot Nineteen (19) inclusive in Block One (1), and Lots One (1) through Twenty-Four (24) inclusive in Block Two (2) in Lakeshore Forest at Lake Olympia Section One a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1241 in the Plat Records of Fort Bend County, Texas.
2. All Lots One (1) through Nineteen (19) inclusive in Block One (1) within this Subdivision are hereby declared to be Waterway Lots in all respects except for the collection of a Waterway Assessment and all lots within this subdivision in both Blocks One (1) and Two (2) are hereby declared Private Road Lots, as hereafter defined.

3. There is added to Article I, new sections 21, 22, 23, 24 and 25 as follows:

Section 21. "Private Road" shall mean and include any pavement, road or other access, all or a portion of which is so designated on any plat or replat of the Subdivision and is restricted in use within the Property or the Subdivision, up to the curb or shoulder along such Private Road, together with any adjacent areas contained within the boundaries of any right of way applicable to such Private Road and shall include both the pavement contained within such Private Road, the ground or bottom thereunder, and any structures now or hereafter located upon or within such Private Road except residential driveway approaches. The use of which is restricted to Owners, their invites, agents, etc. and to the Declarant, utility companies governmental agencies, etc.

Section 22. "Private Road Assessment" shall mean an assessment levied only against the Private Road Lots (as defined herein) the proceeds of which shall be used to repair, maintain, rebuild, restore, and style or otherwise service any portion of a Private Road and any roadway or set back between a Private Road and the property which it adjoins.

Section 23. "Private Road Lot" shall mean a Lot, any portion of which is bounded by, or which fronts upon or backs up to a Private Road or any portion of a Private Road and shall include, without limitation, those lots designated as Private Road Lots in any Declaration of Annexation hereafter Executed and recorded by Declarant.

Section 24. "Easements" shall mean and refer to the various utility, maintenance, and other easements of record, easements shown on the Plat, and such other easements as are created or referred to in this Declaration.

Section 25. "Zero Setback Line" shall mean and refer to that property line of each Lot so designated on the Plat against which one outside masonry wall of a Patio Home may abut. Such Zero Setback Line shall in all instances be a side lot line, but corner Lots may have the Zero Setback Line opposite the side street. Each Lot shall have no more than one Zero Setback Line.

4. There is added to Article III new sections 14 and 15 as follows:

Section 14. Private Road Assessments. In addition to the General Assessment, Special Assessment, and Waterway Assessment the Association may levy a Private Road Assessment which shall be assessed against, and shall only be applicable to, Private Road Lots, and shall be subject to the following conditions and limitations:

- (a) The amount of the Private Road Assessment applicable to any Private Road Lot shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be

assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Subdivision.

- (b) The Private Road Assessment shall be assessed against each Private Road Lot on an equal basis regardless of frontage along any Private Road.
- (c) The actual amount of any Private Road Assessment shall be set by the Board, upon majority vote, provided that it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve or improve, in any way, any pavement, shoulder or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any pavement or area between curb and Right-of-Way.
- (e) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Private Road Assessment shall be the sum of \$20.00 per lot per year.

Section 15. Private Area Assessment. The Association shall have the right to levy and collect an assessment ("Private Area Assessment") which shall be assessed against and shall only be applicable to the Subdivision. The proceeds of the Private Area Assessment shall be used to maintain security, landscaping, entry structures and related appurtenances, within the Reserves or designated entry area as reflected on the Plat or serving the Subdivision. The Private Area Assessment shall be subject to the following conditions and limitations:

- (a) The amount of the Private Area Assessment shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Lots in the Subdivision.
- (b) The Private Area Assessment shall be assessed against each Lot in the Subdivision on an equal basis.
- (c) The actual amount of the Private Area Assessment shall be set by the Board upon a majority vote, provided it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of the Private Area Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve or improve, in any way the security, landscaping, entry structures and related appurtenances, including any facilities which support or are ancillary to any Reserve or as entry area reflected on the Plat or serving the Subdivision.
- (e) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Private Area Assessment shall be the sum of \$180.00 per lot per year.

5. Article V, Section Four, "Approval of Plans" is

hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping except where they might affect existing trees and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures;
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show but not be limited to the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require (1) that the slab or foundation be of pier and beam or pier and slab construction, (2) that a tree preservation plan be provided and (3) that adjustments be made in the location, height and extent of improvements to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the Lot or within the Subdivision.

6. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars which garages shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to by Declarant, and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Some part of the property conveyed herein may be wetlands, part of the waters of the United States, as defined by the Federal Water Pollution Prevention and Control Act (Clean Water Act) and regulations promulgated thereunder. As such, the part of the property identified as wetlands may be subject to the jurisdiction of the United States Army Corps of Engineers pursuant to the Clean Water Act. Discharge of dredged or fill material into these waters requires a permit issued by the Corps of Engineers under 33 U.S.C. 1344 (1986 & Supp. 1988). As currently defined by the Corps of Engineers, fill material means "any material used for the primary purpose of replacing an aquatic area with dry land or changing the bottom elevation of any waterbody." 33 C.F.R. 323.2 (e) (1989). Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

Lake Olympia Development is currently covered by a Corps of Engineers Permit No. 16350 (01). All designated wetlands are to be preserved. To aid this, a buffer zone has been designated, in certain areas approximately 50 feet on either side of the existing shoreline, and lake access is to be by boardwalk. No fill or structures, excluding boardwalks or fences where permitted, including temporary structures, shall be placed in the wetlands buffer zone designated on the subdivision plat.

Section 6. Frontage. All improvements shall be constructed on lots so as to front the street upon which the lot faces. A corner lot shall be deemed to face toward the street which is furthest from the building setback line for such lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the lot faces, or at an angle thereto which does not exceed 45 degrees, unless otherwise permitted by the Architectural Control Committee.

Section 7. Size. Each Living Unit constructed upon a lot within the Subdivision shall contain not less than 1,600 square feet of living area if a one-story Living Unit and not less than 2,000 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any living unit (including any garage) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 240 pound dimensional type. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front side of the Lot, unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. No Owner shall be required to build any fence on the back portion of any Waterway Lot, and no Owner shall build any fence or other similar structure on the back portion of any Waterway Lot without the express, prior written approval of the Architectural Control Committee. All non-Waterway Lots shall be fenced. Unless otherwise specifically agreed to in writing by the Architectural Control Committee, no building, fence or other structure shall be placed or built on any Lot nearer to the front lot line than the building setback lines shown on the subdivision plat. Unless otherwise specifically agreed to in writing by the Architectural Control Committee, no fence shall be placed on any Lot nearer to the front Lot line than the building. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat. Fences, walls, or barriers fronting on any Waterway or within thirty (30) feet of the rear property line of a Waterway Lot shall be four (4) foot high black wrought iron unless otherwise permitted by the Architectural Control Committee. Any transition from a six (6) foot high wood privacy fence to a four (4) foot high wrought iron fence shall be no more than ten (10) feet in length and shall be stair stepped.

All dedicated drainage easements reflected on the Subdivision plat, shall be kept free of all fences, buildings, plantings, and other obstructions that interfere with drainage. Only wrought iron fences with a maximum height of four (4) feet and with spacings not less than four inches and not more than six inches shall be allowed within the drainage easement. All improvements within the drainage easement shall be subject to the approval of the party ultimately responsible for its maintenance as a drainage easement.

7. There is added to Article VII new Sections 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be on white or neutral color.

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to

extend on any portion of any WATERWAY LOT to a height of more than three (3') feet above the natural elevation of the Lot at any point on the Lot. No structure, fences or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to materially prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground.
- (b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvements, structure or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

Section 36. Maintenance of Rear Yards, Decks, Porches and Patios. Rear yards, decks, porches and patios shall be kept neat in appearance. Except for normal and customary patio furniture, storage of household goods, furniture, appliances or any other similar item shall not be allowed.

Section 37. Utility Easements; Liability. Declarant, its successors and assigns, reserves the easements and rights-of-way as shown on the Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, cable television and telephone line or lines, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the Properties.

Neither Declarant, its assigns, agents, employees or servants nor any utility company using the easements hereinbefore referred to shall be liable for any damages done by them to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by said easements.

It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or

other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by Declarant, or any easement owner or their agents, through, along or upon the premises affected, the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly reserved by Declarant.

Section 38. Type of Construction.

- (a) The construction of any residence shall involve the use of not less than fifty-one percent (51%) brick veneer, stone or other masonry around the outside perimeter of the building.
- (e) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties, in such a manner that it may be viewed from the street on which the Lot fronts, sides or backs.

Section 39. Building Location. Each Patio Home shall be designed and constructed so as to have one outside masonry wall abutting the side property line designated as the Zero Setback Line for that Lot. To provide for uniformity, fire safety, and proper utilization of the building area within the Lots, Patio Homes or appurtenant structures on a Lot shall not be less than ten (10) feet from the Patio Homes or appurtenant structures located on any contiguous Lot(s) (excluding fences and brick walls). No windows, doors or other openings may be placed in the wall built on or parallel to the Zero Setback Line, except that walls on the Zero Setback Line may have openings if such wall faces onto a reserve or easement or street right-of-way. The side of the Patio Home or appurtenant structure built abutting the Zero Setback Line shall be constructed using brick veneer. No main residence building or detached garage nor any part thereof shall encroach upon any utility easement. For the purposes of this Covenant, eaves, steps and open porches shall not be considered a part of the main residence building; provided, however, that this shall not be constructed to permit any portion of a building to encroach on any other Lot. Driveway access will be provided from the front of all Lots.

Section 40. Lot Drainage. Each owner of a Lot agrees for himself, his heirs, or successors in interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in said tract; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his Lot. For the purposes hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract, including landscaping of any Lots in said tract, was completed by Declarant.

Section 41. Wall Maintenance Easements. All Lots within the Property shall be conveyed subject to a five foot (5') wide easement adjacent to the Zero

Setback Line, which easement shall be for the benefit of the adjacent Lot, and the right to create, grant and reserve such easements is hereby reserved by Declarant for itself and its successors in interest. Said easements, the uses and purposes of which are set out below are granted or reserved by reference to this Section without the necessity for further documentation. The following rules prescribe the terms, conditions and uses of said easement, both by the Owner of the easement (the dominant tenant) and the Owner of the land under the easement (the servient tenant):

- (a) The Owner of the dominant tenant (the Lot which is benefited by the easement), except as otherwise provided in this Section, shall have the exclusive use of the surface of the easement area for the sole and only purpose of the maintenance, painting, repairing and rebuilding of the side privacy wall, fence or eave which are situation adjacent and abutting the easement area.
- (b) The Owner of the servient tenant shall have the right at all reasonable times to enter upon the easement area for the purposes of maintaining the lawn and/or trees located within such easement area, which maintenance shall be the obligation of the servient tenant.
- (c) The Owner of the servient tenant shall have the right of surface drainage over, along and upon the easement area for water resulting from the normal use of the servient tenant and the dominant tenant shall not use the easement area in such a manner as will interfere with such drainage.
- (d) The Owner of the dominant tenant shall not attach any object to the side of the privacy wall, fence or eave fencing onto the easement area. However, the Owner of the dominant tenant shall have the right to locate an overhanging eave, which is an integral part of the Patio Home or garage structure, within said easement.
- (e) The Owner of the dominant tenant as a condition to the exercises of the right of access provided for shall be responsible for damage to shrubs, plants, flowers, trees, lawn, sprinklers, hose bibs, and other landscaping directly resulting from the exercise of such right and shall indemnify and hold harmless the Owner of the servient tenant with respect thereto.

Section 42. Universal Easement. Each Lot and its Owner is hereby declared to have an easement, and the same is hereby granted to Declarant, over all adjoining Lots and the Common Areas for the purpose of accommodating any encroachment due to overhangs, gutters, brick ledges, engineering errors, errors in original construction, settling or shifting; provided however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners

of each Lot agree that minor encroachments over adjoining Lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. In addition, each Lot is hereby declared to have an easement for overhanging roofs and eaves as originally constructed over each adjoining Lot and/or the Common Areas and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of the Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

Article VIII, Paragraph "f" of the "Special Restrictions of Waterfront Properties and Waterway Usage" is hereby amended as follows:

- (f) Notwithstanding anything herein, the Owner of a Lot which abuts or adjoins a Waterway may construct one (1) permanent dock or pier to extend not more than sixty (60) feet beyond the property line or shoreline or twenty feet beyond the aquatic vegetation line, whichever is less, into the adjacent Waterway, said dock or pier not to exceed (1) six (6) feet in width and ten (10) feet in length along the shoreline and to be constructed of timbers treated by wolmanizing or other wood preservative; and (2) shall be no higher than two (2) feet above the normal water surface elevation of the Waterway.

A maximum of ten (10) feet wide area of vegetation may be cleared for the purposes of constructing and maintaining a dock or pier.

The Owner of a Lot will be held financially responsible for any damages, or costs to the Association relating to a break of the clay layer which forms the bottom of a waterway. Excavation or fill within the Waterway is strictly prohibited. Installation of bulkheads and changes in the topography of the existing shoreline and adjacent land within twenty (20) feet of the existing shoreline is strictly prohibited.

Plans and specifications for the construction of any such dock or pier including the materials, colors and type shall be submitted and approved in writing prior to commencement of construction by the Architectural Control Committee.

8. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is Class B membership, the following actions will require the prior approval of the Federal Housing

Administration or the Veterans Administration:
annexation of additional properties, dedication of Common Area and amendment of the Declaration.

9. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
10. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.
11. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant
herein, has hereunto set its hand and seal this 8th day
of March, 1992.93

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: *Andrew Choy*
ANDREW CHOY, President

APPROVED BY:
U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

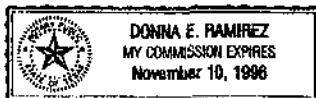
BY: _____
JAMES M. WILSON, Manager

(8)

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 8th
day of March, 1992 by ANDREW CHOY, President
of LAKE OLYMPIA DEVELOPMENT, N. V., a Netherlands Antilles
Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on
behalf of said corporation.



Donna E. Ramirez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Donna E. Ramirez
MY COMMISSION EXPIRES: 11/10/96

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the _____
day of _____, 1992 by JAMES M. WILSON, Manager
of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on
behalf of said _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: _____
MY COMMISSION EXPIRES: _____

RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

CODE: LSF1
DISK: HARD-REC

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE LOTS ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES WILL HAVE A SPACING EQUIVALENT TO THE FRONT LOT SPACING.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES ARE REMOVED OR DIE. THE ARCHITECTURAL REVIEW COMMITTEE DOES RESERVE THE RIGHT TO REQUIRE STREETS ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

PART 1 - GENERAL

1. DESCRIPTION OF WORK

- A. PREPARING PITS AND POCKETS FOR STREET TREE PLANTINGS.

2. QUALITY ASSURANCE

- A. CONTRACTOR QUALIFICATIONS: MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
- B. REFERENCE STANDARDS; AMERICAN ASSOCIATION OF NURSEMYNEN, INC. (AAN); HORTICULTURAL HORTICULTURAL STANDARDS, 1973.
- C. SOURCE CONTROL: DO NOT MAKE SUBSTITUTIONS.

3. SUBMITTALS

SUBMIT MANUFACTURER'S OR VENDOR'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS AND FERTILIZER MATERIALS.

4. PRODUCT SPECIFICATIONS AND HANDLING

- A. SEE CHART "AA" FOR TREE TYPES AND LOCATIONS.

ALL TREES WILL BE CONTAINER GROWN TREES 2 1/2" CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
- B. DELIVERY:
 - 1. DELIVER PLANTS WITH LEGIBLE I.D. LABELS ON EXAMPLE PLANTS.
 - 2. DELIVER FERTILIZER, PEAT, MULCH AND ALL OTHER SOIL AMENDMENTS TO SITE IN ORIGINAL UNOPENED CONTAINERS BEARING MANUFACTURER'S GUARANTEED ANALYSIS.
- C. STORAGE:
 - 1. PROTECT ROOTS OF TREES FROM DRYING OR OTHER INJURY.

5. JOB CONDITIONS

BEFORE EXCAVATIONS ARE MADE, TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING TURF AREAS.

6. GUARANTEE

- A. GUARANTEE NEW TREES FOR ONE YEAR AFTER ACCEPTANCE OF FINAL INSTALLATION.
- B. MAKE REPLACEMENT DURING ONE YEAR GUARANTEE PERIOD WITH ORIGINAL SIZE AND PLANTING MIXTURE.

- C. MAINTAIN AFTER EACH ITEM IS PLANTED AND CONTINUE UNTIL INSTALLATION IS COMPLETED AND ACCEPTED:
WEEDING, WATERING, PRUNING, SPRAYING, FERTILIZING

PART 2 - PRODUCTS

1. MATERIALS

- A. PLANT MATERIALS:
1. TRUE TO BOTANICAL AND COMMON NAME AND VARIETY.
 2. FREE FROM DISEASE, INSECTS, KNOTS, SUNSCALD, WINDBURN, ABRASIONS OR DISFIGUREMENT.
 3. CONFORM TO MEASUREMENTS INDICATED AFTER PRUNING WITH BRANCHES IN NORMAL POSITION.
 4. CONFORM TO AAN STANDARDS.
- B. TOPSOIL: NATURAL, FERTILE AND FRIABLE SOILS HAVING TEXTURAL CLASSIFICATIONS OF SILT OR CLAY LOAM WITHOUT ADMIXTURE OR SUBSOIL MATERIAL. IT SHALL CONTAIN A NORMAL AMOUNT OF DECOMPOSED ORGANIC MATTER AND SHALL BE FREE OF STONES, NUTGRASS OR OTHER FOREIGN MATTER OR GRASSES.
- C. COMMERCIAL FERTILIZER: COMPLETE FERTILIZER DERIVED FROM ORGANIC SOURCES, BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS AND GUARANTEE THAT IT MEETS THE FOLLOWING REQUIREMENTS:
1. LOOSE COMMERCIAL FERTILIZER SHALL BE 12-24-12 GRANULAR. THOROUGHLY MIX 1/2 LB. PER C.Y. OF PLANTING MIX.
 2. FERTILIZER TABLETS SHALL BE 21 GRAM AGRIFORM PLANTING TABLETS WITH ANALYSIS:
20-10-5 AS MANUFACTURED BY SIERRA CHEMICAL CO. OR EQUAL. PLACE 1 TABLET PER 1/2' CAL. AND TABLETS EVENLY AROUND ROOTBALL.
- D. PRE-EMERGENCE HERBICIDE: DACTHAL ACCORDING TO AAN STANDARDS.
- E. MULCH:
1. PEAT MOSS - DOMESTIC PRODUCT CONSISTING OF 90% PARTIALLY DECOMPOSED ORGANIC MATERIAL OF NATURAL OCCURRENCE. IT SHALL BE CLEAN AND FREE OF FOREIGN SUBSTANCE.
 2. WOOD BARK - NATURAL PRODUCT OF SHREDDED SOUTHERN PINE BARK. FREE FROM WEEK, SEED, SOIL, DISEASES AND INSECTS.
- F. ROOT ACTIVATOR: CARL POOL ROOT ACTIVATOR.
- G. GUYING AND STAKING MATERIAL: STAKES 120' APART, 3 - 2"x2" CEDAR DRIVE STAKES AT LEAST 12" INTO UNDISTURBED SOIL. 12" GALVANIZED STEEL GUY WIRE. 3/4" 2 PLY BLACK RUBBER HOSE.
- H. TREE WOUND PAINT: APPROVED COMMERCIAL PRODUCT.
- I. WATER: FREE OF OIL, ACIDS, ALKALI, SALT AND OTHER SUBSTANCES HARMFUL TO PLANT GROWTH. CONTRACTOR TO PROVIDE TEMPORARY HOSES. WATER FURNISHED ON SITE.
- J. SAND: WASHED BUILDERS SAND.

2. MIXES

- A. PLANTING MIXTURE
1. TOPSOIL: TWO PARTS
 2. PEAT: ONE PART
 3. SAND: ONE PART

PART 3 - EXECUTION

1. INSPECTION

- A. INSPECT TREES FOR INJURY, INSECT INFESTATION AND IMPROPER PRUNING.
- B. DO NOT BEGIN PLANTING OR WRAPPING OF TREES UNTIL DEFICIENCIES ARE CORRECTED OR TREES REPLACED.

2. FIELD MEASUREMENTS

- A. STAKE LOCATIONS OF TREES.

3. EXCAVATION FOR PLANTING

- A. DIG IN CIRCULAR SHAPE WITH VERTICAL SIDES AT LEAST 12" LARGER IN DIAMETER THAN PLANT BALL AND DEEP ENOUGH BELOW ADJACENT GRADE OR CURB TO ACCOMMODATE BALL PLUS AT LEAST 6" MORE. THOROUGHLY LOOSEN NATURAL BOTTOM OF PIT.
- B. OBSTRUCTIONS BELOW GROUND:
 - 1. REMOVE ROCK OR UNDERGROUND OBSTRUCTIONS TO DEPTH NECESSARY TO PERMIT PLANTING.
 - 2. AVOID DAMAGING UNDERGROUND UTILITY LINES.
 - 3. REPAIR DAMAGE TO EXISTING UTILITIES.

4. GENERAL PREPARATION/PLANTING

- A. PLACE PLANTING MIXTURE IN BOTTOM OF EACH PIT SUFFICIENTLY DEEP TO SUPPORT TREE SO THAT FINISH GRADE AT THE PLANT WILL BE SAME AS THAT WHICH IT WAS GROWN. CENTER TREE IN PIT WITH PROPER ORIENTATION. ALL TREES SHALL BE PLACED STRAIGHT AND UPRIGHT. FILLING: USING PLANTING MIXTURE, FILL ALL POCKETS.
- B. APPLY MANUFACTURER'S RECOMMENDED RATE OF PRE-EMERGENCE HERBICIDE AND ROOT ACTIVATOR.
- C. APPLY 2" MULCH TOP DRESSING.
- D. THOROUGHLY WATER TREES.
- E. BUILD 2" SAUCER AROUND TREES TO FORM WATER BASIN.
- F. FOR BALLED AND BURLAPPED TREES:
 - 1. PLACE WITH BURLAP INTACT - REMOVE TOP 1/3 OF BURLAP.
 - 2. DO NOT PULL BURLAP FROM BALL.
 - 3. DO NOT PLANT IF BALL IS CRACKED OR BROKEN.
- G. GUY TREES 2 1/2 CALIPER AND OVER.
- H. PRUNING: UPON COMPLETION OF PLANTING, PRUNE ALL TREES, REMOVE DEAD OR INJURED TWIGS AND SUCKERS. MAKE ALL CUTS FLUSH, LEAVING NO STUDB. TREAT LARGER CUTS WITH APPROVED TREE PAINT.
- I. WATERING:
 - 1. WATER WHEN SOIL MOISTURE IS BELOW OPTIMUM LEVEL FOR BEST PLANT GROWTH.
 - 2. WATER TWICE A WEEK DURING INITIAL DRY WEATHER.

5. CLEAN-UP

REMOVE ANY SOIL, PEAT MOSS OR SIMILAR MATERIAL FROM PAVED AREAS, WALKS, ETC. REMOVE ALL EXCESS MATERIAL AND DEBRIS RESULTING FROM OPERATION OF STREET TREE PLANTING.

CHART "AA"

STREET NAME	TREE TYPE	BOTANICAL NAME
LAKESHORE FOREST DRIVE	PECAN	CARYA ILLINOENSIS

STATE OF TEXAS COUNTY OF FORT BEND
 I, hereby certify that this instrument was filed on
 the date and time stamped hereon by me and was
 duly recorded in the volume and page of the Official
 Records of Fort Bend County, Texas as stamped by
 me

MAR 16 1993



Shirley Wilson
 County Clerk, Fort Bend Co., Tex.

93 MAR 12 11:08

Shirley Wilson
 County Clerk, Fort Bend Co., Tex.

CORRECTED
DECLARATION OF ANNEXATION
FOR

LAKESHORE FOREST AT LAKE OLYMPIA SECTION TWO

THE STATE OF TEXAS
COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N. V., a Netherlands Antilles Corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B" and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed-use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration above (the Declaration and any and all amendments and supplements thereto being hereinafter called the "Declaration");

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as LAKESHORE FOREST AT LAKE OLYMPIA SECTION TWO (the "Subdivision") and to impose

upon the property constituting the Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lot One (1) through Lot Twenty-Two (22) inclusive in Block One (1), and Lots One (1) through Twenty-One (21) inclusive in Block Two (2) in Lakeshore Forest at Lake Olympia Section Two, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. in the Plat Records of Fort Bend County, Texas.

2. All Lots One (1) through Twenty-Two (22) inclusive in Block One (1) within this Subdivision are hereby declared to be Waterway Lots in all respects except for the collection of a Waterway Assessment and all lots within this subdivision in both Blocks One (1) and Two (2) are hereby declared Private Road Lots, as hereafter defined.

3. There is added to Article I, new sections 21, 22, 23, 24 and 25 as follows:

Section 21. "Private Road" shall mean and include any pavement, road or other access, all or a portion of which is so designated on any plat or replat of the Subdivision and is restricted in use within the Property or the Subdivision, up to the curb or shoulder along such Private Road, together with any adjacent areas contained within the boundaries of any right of way applicable to such Private Road and shall include both the pavement contained within such Private Road, the ground or bottom thereunder, and any structures now or hereafter located upon or within such Private Road except residential driveway approaches. The use of which is restricted to Owners, their invites, agents, etc. and to the Declarant, utility companies governmental agencies, etc.

Section 22. "Private Road Assessment" shall mean an assessment levied only against the Private Road Lots (as defined herein) the proceeds of which shall be used to repair, maintain, rebuild, restore, and style or otherwise service any portion of a Private Road and any roadway or set back between a Private Road and the property which it adjoins.

Section 23. "Private Road Lot" shall mean a Lot, any portion of which is bounded by, or which fronts upon or backs up to a Private Road or any portion of a Private Road and shall include, without limitation, those lots designated as Private Road Lots in any Declaration of Annexation hereafter Executed and recorded by Declarant.

Section 24. "Easements" shall mean and refer to the various utility, maintenance, and other easements of record, easements shown on the Plat, and such other easements as are created or referred to in this Declaration.

Section 25. "Zero Setback Line" shall mean and refer to that property line of each Lot so designated on the Plat against which one outside masonry wall of a Patio Home may abut. Such Zero Setback Line shall in all instances be a side lot line, but corner Lots may have the Zero Setback Line opposite the side street. Each Lot shall have no more than one Zero Setback Line.

4. There is added to Article III new sections 14 and 15 as follows:

Section 14. Private Road Assessments. In addition to the General Assessment, Special Assessment, and Waterway Assessment the Association may levy a Private Road Assessment which shall be assessed against, and shall only be applicable to, Private Road Lots, and shall be subject to the following conditions and limitations:

- (a) The amount of the Private Road Assessment applicable to any Private Road Lot shall not exceed fifty percent (50%) of the maximum General Assessment which could be

assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Subdivision.

- (b) The Private Road Assessment shall be assessed against each Private Road Lot on an equal basis regardless of frontage along any Private Road.
- (c) The actual amount of any Private Road Assessment shall be set by the Board, upon majority vote, provided that it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve or improve, in any way, any pavement, shoulder or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any pavement or area between curb and Right-of-Way.

Section 15. Private Area Assessment. The Association shall have the right to levy and collect an assessment ("Private Area Assessment") which shall be assessed against and shall only be applicable to the Subdivision. The proceeds of the Private Area Assessment shall be used to maintain security, landscaping, entry structures and related appurtenances, within the Reserves or designated entry area as reflected on the Plat or serving the Subdivision. The Private Area Assessment shall be subject to the following conditions and limitations:

- (a) The amount of the Private Area Assessment shall not exceed fifty percent (50%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Lots in the Subdivision.
- (b) The Private Area Assessment shall be assessed against each Lot in the Subdivision on an equal basis.
- (c) The actual amount of the Private Area Assessment shall be set by the Board upon a majority vote, provided it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of the Private Area Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve or improve, in any way the security, landscaping, entry structures and related appurtenances, including any facilities which support or are ancillary to any Reserve or as entry area reflected on the Plat or serving the Subdivision.

5. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping except where they might affect existing trees and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures;
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show but not be limited to the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require (1) that the slab or foundation be of pier and beam or pier and slab construction, (2) that a tree preservation plan be provided and (3) that adjustments be made in the location, height and extent of improvements to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the Lot or within the Subdivision.

6. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars which garages shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to by Declarant, and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Some part of the property conveyed herein may be wetlands, part of the waters of the United States, as defined by the Federal Water Pollution Prevention and Control Act (Clean Water Act) and regulations promulgated thereunder. As such, the part of the property identified as wetlands may be subject to the jurisdiction of the United States Army Corps of Engineers pursuant to the Clean Water Act. Discharge of dredged or fill material into these waters requires a permit issued by the Corps of Engineers under 33 U.S.C. 1344 (1986 & Supp. 1988). As currently defined by the Corps of Engineers, fill material means "any material used for the primary purpose of replacing an aquatic area with dry land or changing the bottom elevation of any waterbody." 33 C.F.R. 323.2 (e) (1989). Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

Lake Olympia Development is currently covered by a Corps of Engineers Permit No. 16350 (01). All designated wetlands are to be preserved. To aid this, a buffer zone has been designated, in certain areas approximately 50 feet on either side of the existing shoreline, and lake access is to be by boardwalk. No fill or structures, excluding boardwalks or fences where permitted, including temporary structures, shall be placed in the wetlands buffer zone designated on the subdivision plat.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed 45 degrees, unless otherwise permitted by the Architectural Control Committee

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,600 square feet of living area if a one-story Living Unit and not less than 2,000 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 240 pound dimensional type. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the Lot, unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. No Owner shall be required to build any fence on the back portion of any Waterway Lot, and no Owner shall build any fence or other similar structure on the back portion of any Waterway Lot without the express, prior written approval of the Architectural Control Committee. All non-Waterway Lots shall be fenced. Unless otherwise specifically agreed to in writing by the Architectural Control Committee, no building, fence or other structure shall be placed or built on any Lot nearer to the front lot line than the building setback lines shown on the subdivision plat. Unless otherwise specifically agreed to in writing by the Architectural Control Committee, no fence shall be placed on any Lot nearer to the front Lot line than the building. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat. Fences, walls, or barriers fronting on any Waterway or within thirty (30) feet of the rear property line of a Waterway Lot shall be four (4) foot high black wrought iron unless otherwise permitted by the Architectural Control Committee. Any transition from a six (6) foot high wood privacy fence to a four (4) foot high wrought iron fence shall be no more than ten (10) feet in length and shall be stair stepped.

All dedicated drainage easements reflected on the Subdivision plat, shall be kept free of all fences, buildings, plantings, and other obstructions that interfere with drainage. Only wrought iron fences with a maximum height of four (4) feet and with spacings not less than four inches and not more than six inches shall be allowed within the drainage easement. All improvements within the drainage easement shall be subject to the approval of the party ultimately responsible for its maintenance as a drainage easement.

7. There is added to Article VII new Sections 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be on white or neutral color.

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to

extend on any portion of any WATERWAY LOT to a height of more than three (3') feet above the natural elevation of the Lot at any point on the Lot. No structure, fences or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to materially prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground.
- (b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvements, structure or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

Section 36. Maintenance of Rear Yards, Decks, Porches and Patios. Rear yards, decks, porches and patios shall be kept neat in appearance. Except for normal and customary patio furniture, storage of household goods, furniture, appliances or any other similar item shall not be allowed.

Section 37. Utility Easements; Liability. Declarant, its successors and assigns, reserves the easements and rights-of-way as shown on the Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, cable television and telephone line or lines, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the Properties.

Neither Declarant, its assigns, agents, employees or servants nor any utility company using the easements hereinbefore referred to shall be liable for any damages done by them to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by said easements.

It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or

other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by Declarant, or any easement owner or their agents, through, along or upon the premises affected, the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly reserved by Declarant.

Section 38. Type of Construction.

- (a) The construction of any residence shall involve the use of not less than fifty-one percent (51%) brick veneer, stone or other masonry around the outside perimeter of the building.
- (b) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties, in such a manner than it may be viewed from the street on which the Lot fronts, sides or backs.

Section 39. Building Location. Each Patio Home shall be designed and constructed so as to have one outside masonry wall abutting the side property line designated as the Zero Setback Line for that Lot. To provide for uniformity, fire safety, and proper utilization of the building area within the Lots, Patio Homes or appurtenant structures on a Lot shall not be less than ten (10) feet from the Patio Homes or appurtenant structures located on any contiguous Lot(s) (excluding fences and brick walls). No windows, doors or other openings may be placed in the wall built on or parallel to the Zero Setback Line, except that walls on the Zero Setback Line may have openings if such wall faces onto a reserve or easement or street right-of-way. The side of the Patio Home or appurtenant structure built abutting the Zero Setback Line shall be constructed using brick veneer. No main residence building or detached garage nor any part thereof shall encroach upon any utility easement. For the purposes of this Covenant, eaves, steps and open porches shall not be considered a part of the main residence building; provided, however, that this shall not be constructed to permit any portion of a building to encroach on any other Lot. Driveway access will be provided from the front of all Lots.

Section 40. Lot Drainage. Each owner of a Lot agrees for himself, his heirs, or successors in interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in said tract; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his Lot. For the purposes hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract, including landscaping of any Lots in said tract, was completed by Declarant.

Section 41. Wall Maintenance Easements. All Lots within the Property shall be conveyed subject to a five foot (5') wide easement adjacent to the Zero

Setback Line, which easement shall be for the benefit of the adjacent Lot, and the right to create, grant and reserve such easements is hereby reserved by Declarant for itself and its successors in interest. Said easements, the uses and purposes of which are set out below are granted or reserved by reference to this Section without the necessity for further documentation. The following rules prescribe the terms, conditions and uses of said easement, both by the Owner of the easement (the dominant tenant) and the Owner of the land under the easement (the servient tenant):

- (a) The Owner of the dominant tenant (the lot which is benefited by the easement), except as otherwise provided in this Section, shall have the exclusive use of the surface of the easement area for the sole and only purpose of the maintenance, painting, repairing and rebuilding of the side privacy wall, fence or eave which are situation adjacent and abutting the easement area.
- (b) The Owner of the servient tenant shall have the right at all reasonable times to enter upon the easement area for the purposes of maintaining the lawn and/or trees located within such easement area, which maintenance shall be the obligation of the servient tenant.
- (c) The Owner of the servient tenant shall have the right of surface drainage over, along and upon the easement area for water resulting from the normal use of the servient tenant and the dominant tenant shall not use the easement area in such a manner as will interfere with such drainage.
- (d) The Owner of the dominant tenant shall not attach any object to the side of the privacy wall, fence or eave fencing onto the easement area. However, the Owner of the dominant tenant shall have the right to locate an overhanging eave, which is an integral part of the Patio Home or garage structure, within said easement.
- (e) The Owner of the dominant tenant as a condition to the exercises of the right of access provided for shall be responsible for damage to shrubs, plants, flowers, trees, lawn, sprinklers, hose bibs, and other landscaping directly resulting from the exercise of such right and shall indemnify and hold harmless the Owner of the servient tenant with respect thereto.

Section 42. Universal Easement. Each Lot and its Owner is hereby declared to have an easement, and the same is hereby granted to Declarant, over all adjoining Lots and the Common Areas for the purpose of accommodating any encroachment due to overhangs, gutters, brick ledges, engineering errors, errors in original construction, settling or shifting; provided however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners

of each Lot agree that minor encroachments over adjoining Lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. In addition, each Lot is hereby declared to have an easement for overhanging roofs and eaves as originally constructed over each adjoining Lot and/or the Common Areas and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of the Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

Article VIII, Paragraph "f" of the "Special Restrictions of Waterfront Properties and Waterway Usage" is hereby amended as follows:

- (f) Notwithstanding anything herein, the Owner of a Lot which abuts or adjoins a Waterway may construct one (1) permanent dock or pier to extend not more than sixty (60) feet beyond the property line or shoreline or twenty feet beyond the aquatic vegetation line, whichever is less, into the adjacent Waterway, said dock or pier not to exceed (1) six (6) feet in width and ten (10) feet in length along the shoreline and to be constructed of timbers treated by wolmanizing or other wood preservative; and (2) shall be no higher than two (2) feet above the normal water surface elevation of the Waterway.

A maximum of ten (10) feet wide area of vegetation may be cleared for the purposes of constructing and maintaining a dock or pier.

The Owner of a Lot will be held financially responsible for any damages, or costs to the Association relating to a break of the clay layer which forms the bottom of a waterway. Excavation or fill within the Waterway is strictly prohibited. Installation of bulkheads and changes in the topography of the existing shoreline and adjacent land within twenty (20) feet of the existing shoreline is strictly prohibited.

Plans and specifications for the construction of any such dock or pier including the materials, colors and type shall be submitted and approved in writing prior to commencement of construction by the Architectural Control Committee.

8. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

9. The Declaration is further amended by substitution of the Exhibit "F" which is attached hereto and incorporated herein by reference for all purposes, for the Exhibit "F" which is attached to the Declaration.
10. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.
11. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.
12. This Declaration of Annexation is made in place of and to correct that certain Declaration of Annexation executed by Lake Olympia Development, N.V., dated March 8, 1993, and recorded in Volume 2499. Page 2474 of the Official Records of Fort Bend County, Texas. By mistake that Declaration of Annexation inadvertently contained incorrect maximum Private Road Assessment in Article III, Section 14, and additionally incorrect maximum Private Area Assessment in Article III, Section 15. This Corrected Declaration of Annexation is made by Lake Olympia Development, N.V., to correct these mistakes, is effective on March 8, 1993, and in all other respects confirms the former Declaration of Annexation.

IN WITNESS WHEREOF, the undersigned being the Declarant
herein, has hereunto set its hand and seal this 31st day
of August, 1993.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: [Signature]
ANDREW CHOY, President

APPROVED BY:
U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

BY: _____
JAMES M. WILSON, Manager

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 31st
day of August, 1993 by ANDREW CHOY, President
of LAKE OLYMPIA DEVELOPMENT, N. V., a Netherlands Antilles
Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on
behalf of said corporation.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Donna E. Ramirez
MY COMMISSION EXPIRES: 11/10/96

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the _____
day of _____, 1993 by JAMES M. WILSON, Manager
of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on
behalf of said _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: _____
MY COMMISSION EXPIRES: _____

RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

CODE: LSF2
DISK: HARD-REC

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY, ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE LOTS ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES WILL HAVE A SPACING EQUIVALENT TO THE FRONT LOT SPACING.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES ARE REMOVED OR DIE. THE ARCHITECTURAL REVIEW COMMITTEE DOES RESERVE THE RIGHT TO REQUIRE STREETS ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

PART 1 - GENERAL

1. DESCRIPTION OF WORK

- A. PREPARING PITS AND POCKETS FOR STREET TREE PLANTINGS.

2. QUALITY ASSURANCE

- A. CONTRACTOR QUALIFICATIONS; MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
- B. REFERENCE STANDARDS; AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN); HORTICULTURAL STANDARDS, 1973.
- C. SOURCE CONTROL: DO NOT MAKE SUBSTITUTIONS.

3. SUBMITTALS

SUBMIT MANUFACTURER'S OR VENDOR'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS AND FERTILIZER MATERIALS.

4. PRODUCT SPECIFICATIONS AND HANDLING

- A. SEE CHART "AA" FOR TREE TYPES AND LOCATIONS.

ALL TREES WILL BE CONTAINER GROWN TREES 2 1/2" CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
- B. DELIVERY:
 - 1. DELIVER PLANTS WITH LEGIBLE I.D. LABELS ON EXEMPLE PLANTS.
 - 2. DELIVER FERTILIZER, PEAT, MULCH AND ALL OTHER SOIL AMENDMENTS TO SITE IN ORIGINAL UNOPENED CONTAINERS BEARING MANUFACTURER'S GUARANTEED ANALYSIS.
- C. STORAGE:
 - 1. PROTECT ROOTS OF TREES FROM DRYING OR OTHER INJURY.

5. JOB CONDITIONS

BEFORE EXCAVATIONS ARE MADE, TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING TURF AREAS.

6. GUARANTEE

- A. GUARANTEE NEW TREES FOR ONE YEAR AFTER ACCEPTANCE OF FINAL INSTALLATION.
- B. MAKE REPLACEMENT DURING ONE YEAR GUARANTEE PERIOD WITH ORIGINAL SIZE AND PLANTING MIXTURE.

- C. MAINTAIN AFTER EACH ITEM IS PLANTED AND CONTINUE UNTIL INSTALLATION IS COMPLETED AND ACCEPTED:
WEEDING, WATERING, PRUNING, SPRAYING, FERTILIZING

PART 2 - PRODUCTS

1. MATERIALS

- A. PLANT MATERIALS:
1. TRUE TO BOTANICAL AND COMMON NAME AND VARIETY.
 2. FREE FROM DISEASE, INSECTS, KNOTS, SUNSCALD, WINDBURN, ABRASIONS OR DISFIGUREMENT.
 3. CONFORM TO MEASUREMENTS INDICATED AFTER PRUNING WITH BRANCHES IN NORMAL POSITION.
 4. CONFORM TO AAN STANDARDS.
- B. TOPSOIL: NATURAL, FERTILE AND FRIABLE SOILS HAVING TEXTURAL CLASSIFICATIONS OF SILT OR CLAY LOAM WITHOUT ADMIXTURE OR SUBSOIL MATERIAL. IT SHALL CONTAIN A NORMAL AMOUNT OF DECOMPOSED ORGANIC MATTER AND SHALL BE FREE OF STONES, NUTGRASS OR OTHER FOREIGN MATTER OR GRASSES.
- C. COMMERCIAL FERTILIZER: COMPLETE FERTILIZER DERIVED FROM ORGANIC SOURCES, BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS AND GUARANTEE THAT IT MEETS THE FOLLOWING REQUIREMENTS:
1. LOOSE COMMERCIAL FERTILIZER SHALL BE 12-24-12 GRANULAR. THOROUGHLY MIX 1/2 LB. PER C.Y. OF PLANTING MIX.
 2. FERTILIZER TABLETS SHALL BE 21 GRAM AGRIFORM PLANTING TABLETS WITH ANALYSIS:
20-10-5 AS MANUFACTURED BY SIERRA CHEMICAL CO. OR EQUAL. PLACE 1 TABLET PER 1/2' CAL. AND TABLETS EVENLY AROUND ROOTBALL.
- D. PRE-EMERGENCE HERBICIDE: DACTHAL ACCORDING TO AAN STANDARDS.
- E. MULCH:
1. PEAT MOSS - DOMESTIC PRODUCT CONSISTING OF 90% PARTIALLY DECOMPOSED ORGANIC MATERIAL OF NATURAL OCCURRENCE. IT SHALL BE CLEAN AND FREE OF FOREIGN SUBSTANCE.
 2. WOOD BARK - NATURAL PRODUCT OF SHIPPED SOUTHERN PINE BARK. FREE FROM WEEB, STEED, SOIL, DISEASES AND INSECTS.
- F. ROOT ACTIVATOR: CARL POOL ROOT ACTIVATOR.
- G. GUYING AND STAKING MATERIAL: STAKES 120' APART, 3 - 2"x2" CEDAR DRIVE STAKES AT LEAST 12" INTO UNDISTURBED SOIL. 12" GALVANIZED STEEL GUY WIRE. 3/4" 2 PLY BLACK RUBBER HOSE.
- H. TREE WOUND PAINT: APPROVED COMMERCIAL PRODUCT.
- I. WATER: FREE OF OIL, ACIDS, ALKALI, SALT AND OTHER SUBSTANCES HARMFUL TO PLANT GROWTH. CONTRACTOR TO PROVIDE TEMPORARY HOSES. WATER FURNISHED ON SITE.
- J. SAND: WASHED BUILDERS SAND.

2. MIXES

- A. PLANTING MIXTURE
1. TOPSOIL: TWO PARTS
 2. PEAT: ONE PART
 3. SAND: ONE PART

PART 3 - EXECUTION

AS PER ORIGINAL

1. INSPECTION

- A. INSPECT TREES FOR INJURY, INSECT INFESTATION AND IMPROPER PRUNING.
- B. DO NOT BEGIN PLANTING OR WRAPPING OF TREES UNTIL DEFICIENCIES ARE CORRECTED OR TREES REPLACED.

2. FIELD MEASUREMENTS

- A. STAKE LOCATIONS OF TREES.

3. EXCAVATION FOR PLANTING

- A. DIG IN CIRCULAR SHAPE WITH VERTICAL SIDES AT LEAST 12" LARGER IN DIAMETER THAN PLANT BALL AND DEEP ENOUGH BELOW ADJACENT GRADE OR CURB TO ACCOMMODATE BALL PLUS AT LEAST 6" MORE. THOROUGHLY LOOSEN NATURAL BOTTOM OF PIT.
- B. OBSTRUCTIONS BELOW GROUND:
 - 1. REMOVE ROCK OR UNDERGROUND OBSTRUCTIONS TO DEPTH NECESSARY TO PERMIT PLANTING.
 - 2. AVOID DAMAGING UNDERGROUND UTILITY LINES.
 - 3. REPAIR DAMAGE TO EXISTING UTILITIES.

4. GENERAL PREPARATION/PLANTING

- A. PLACE PLANTING MIXTURE IN BOTTOM OF EACH PIT SUFFICIENTLY DEEP TO SUPPORT TREE SO THAT FINISH GRADE AT THE PLANT WILL BE SAME AS THAT WHICH IT WAS GROWN. CENTER TREE IN PIT WITH PROPER ORIENTATION. ALL TREES SHALL BE PLACED STRAIGHT AND UPRIGHT. FILLING: USING PLANTING MIXTURE, FILL ALL POCKETS.
- B. APPLY MANUFACTURER'S RECOMMENDED RATE OF PRE-EMERGENCE HERBICIDE AND ROOT ACTIVATOR.
- C. APPLY 2" MULCH TOP DRESSING.
- D. THOROUGHLY WATER TREES.
- E. BUILD 2" SAUCER AROUND TREES TO FORM WATER BASIN.
- F. FOR BALLED AND BURLAPPED TREES:
 - 1. PLACE WITH BURLAP INTACT - REMOVE TOP 1/3 OF BURLAP.
 - 2. DO NOT PULL BURLAP FROM BALL.
 - 3. DO NOT PLANT IF BALL IS CRACKED OR BROKEN.
- G. GUY TREES 2 1/2 CALIPER AND OVER.
- H. PRUNING: UPON COMPLETION OF PLANTING, PRUNE ALL TREES, REMOVE DEAD OR INJURED TWIGS AND SUCKERS. MAKE ALL CUTS FLUSH, LEAVING NO STUDS. TREAT LARGER CUTS WITH APPROVED TREE PAINT.
- I. WATERING:
 - 1. WATER WHEN SOIL MOISTURE IS BELOW OPTIMUM LEVEL FOR BEST PLANT GROWTH.
 - 2. WATER TWICE A WEEK DURING INITIAL DRY WEATHER.

5. CLEAN-UP

REMOVE ANY SOIL, PEAT MOSS OR SIMILAR MATERIAL FROM PAVED AREAS, WALKS, ETC. REMOVE ALL EXCESS MATERIAL AND DEBRIS RESULTING FROM OPERATION OF STREET TREE PLANTING.

2566 807

CHART "AA"

STREET NAME	TREE TYPE	BOTANICAL NAME
LAKESHORE FOREST DRIVE	PECAN	CARYA ILLINOENSIS

93 SEP -7 P3:08

Handwritten signature
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly
recorded in the volume and page of the Official
Records of Fort Bend County, Texas, as stamped by
me.

SEP 09 1993



Handwritten signature: Dianne Wilson
County Clerk, Fort Bend Co., Tex.

EXHIBIT "F"

FIRST PARTIAL AMENDMENT FOR DECLARATION OF ANNEXATION
FOR
LAKESHORE FOREST AT LAKE OLYMPIA, SECTION THREE
TO ESTABLISH
LAKESHORE FOREST ESTATES

THE STATE OF TEXAS
COUNTY OF FORT BEND

THIS FIRST PARTIAL AMENDMENT FOR DECLARATION OF ANNEXATION FOR LAKESHORE FOREST AT LAKE OLYMPIA, SECTION THREE TO ESTABLISH LAKESHORE FOREST ESTATES, is made by LAKE OLYMPIA DEVELOPMENT N.V., a Netherlands Antilles Corporation, doing business as AFG LAKE OLYMPIA, INC. ("Declarant").

WHEREAS, Declarant has heretofore executed and recorded a Declaration of Annexation for LAKESHORE FOREST AT LAKE OLYMPIA, SECTION THREE, which is recorded in File No. 9723821 of the Official Records of Fort Bend County, Texas, ("the Declaration of Annexation") and which is a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1607 A & B in the Plat Records of Fort Bend County, Texas.

WHEREAS, the Declaration of Annexation has been supplemented that certain Supplemental Declaration of Annexation for LAKESHORE FOREST AT LAKE OLYMPIA SECTION THREE, which is recorded in File No. 9744988, of the Official Records of Fort Bend County, Texas.

AND, WHEREAS, the Declarant desires to amend the Declaration of Annexation and Supplemental Declaration of Annexation to create out of LAKESHORE FOREST, SECTION THREE, a subdivision to be known as LAKESHORE FOREST ESTATES (the "Subdivision") as described in Exhibit "D" attached hereto and incorporated therein, and to impose upon the property constituting the Subdivision certain easements, covenants, conditions, and restrictions which are in lieu of those set forth in the Declaration of Annexation and which amend those set forth in the Declaration,

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold, and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration and Supplemental Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration and Supplemental Declaration is specifically amended herein, all of which easements, restrictions, covenants, and conditions shall be binding upon any person or entity owning or claiming any right, title, or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the

easements, covenants, and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows and are in lieu of those set forth in the Declaration of Annexation and shall in no way impair the rights of any person or entity owning or claiming any right, title, or interest in or to any portion of the remainder of the property in LAKESHORE FOREST AT LAKE OLYMPIA, SECTION THREE and their heirs, successors, and assigns:

1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Twenty-Eight (28), inclusive in Block One (1); Lots One (1) through Nineteen (19), inclusive in Block Two (2); Lots One (1) through Nineteen (19), inclusive in Block Three (3); and Lots One (1) through Eleven (11), inclusive in Block Four (4). And all in Lakeshore Forest Estates at Lake Olympia, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 1645 A & B in the Plat Records of Fort Bend County, Texas.

2. All lots within this subdivision are hereby declared Private Road Lots, as hereafter defined.

3. There is added to Article 1, new sections 21, 22, 23, and 24 as follows:

Section 21. "Private Road" shall mean and include any pavement, road, or other access, all or a portion of which is so designated on any plat or replat of the Subdivision and is restricted in use within the Property or the Subdivision, up to the curb or shoulder along such Private Road, together with any adjacent areas contained within the boundaries of any right of way applicable to such Private Road and shall include both the pavement contained within such Private Road, the bottom or thereunder, and any such structures now or hereafter located upon or within such Private Road except residential driveway approaches. The use of which is restricted to Owners, their invites, agents, etc. and to the Declarant, utility companies governmental agencies, etc.

Section 22. "Private Road Assessment" shall mean an assessment levied only against the Private Road Lots (as defined herein) the proceeds of which shall be used to repair, maintain, rebuild, restore, and style or otherwise service any portion of a Private Road and any roadway or set back between a Private Road and the property which it adjoins.

Section 23. "Private Road Lot" shall mean a Lot, any portion of which is bounded by, or which fronts upon or backs up to a Private Road or any portion of a Private Road and shall include, without limitation, those lots designated as Private Road Lots in any Declaration of Annexation hereafter Executed and recorded by Declarant.

Section 24. "Easements" shall mean and refer to the various utility, maintenance, and other easements of record, easements shown on the Plat, and such other easements as are created or referred to in this Declaration.

4. There is added to Article III new sections 14 and 15 as follows:

Section 14. Private Road Assessments. In addition to the General Assessment, Special Assessment, and Waterway Assessment, the Association may levy a Private Road Assessment which shall be assessed against, and shall only be applicable to, Private Road Lots, and shall be subject to the following conditions and limitations:

- (a) The amount of the Private Road Assessment applicable to any Private Road Lot shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Subdivision.
- (b) The Private Road Assessment shall be assessed against each Private Road Lot on an equal basis regardless of frontage along any Private Road.
- (c) The actual amount of any Private Road Assessment shall be set by the Board, upon majority vote, provided that it does not exceed the maximum amounts authorized herein.

- (d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve, or improve, in any way, any pavement, shoulder or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any pavement or area between curb and right-of-way.
- (e) The Private Road Assessment shall not take effect or be assessed until January 1, 1999. The Private Road Assessment applicable to any Lot owned by an Active Builder upon which no Living Unit has been fully constructed shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Private Road Assessment. Any Lot owned by Declarant will be exempt from such Private Road Assessment.

Section 15. Private Area Assessment. The Association shall have the right to levy and collect an assessment ("Private Area Assessment") which shall be assessed against and shall only be applicable to the Subdivision. The proceeds of the Private Area Assessment shall be used to maintain security, landscaping, entry structures, and related appurtenances, within the Reserves or designated entry area as reflected on the Plat or serving the Subdivision. The Private Area Assessment shall be subject to the following conditions and limitations:

- (a) The amount of the Private Area Assessment shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Lots in the Subdivision.
- (b) The Private Area Assessment shall be assessed against each Lot in the Subdivision on an equal basis.
- (c) The actual amount of the Private Area Assessment shall be set by the Board upon a majority vote, provided it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of the Private Area Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve, or improve, in any way, the security, landscaping, entry structures and related appurtenances, including any facilities which support or are ancillary to any Reserve or as entry area reflected on the Plat or serving the Subdivision.
- (e) The Private Area Assessment shall not take effect or be assessed until January 1, 1998. The Private Area Assessment applicable to any Lot owned by an Active Builder upon which no Living Unit has been fully constructed shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Private Area Assessment. Any Lot owned by Declarant will be exempt from such Private Area Assessment.

5. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures;
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary, and final plans shall show but not be limited to the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require (1) that the slab or foundation be of pier and beam or pier and slab construction, (2) that a tree preservation plan be provided and (3) that adjustments be made in the location, height and extent of improvements to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the Lot or within the Subdivision.

6. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include porte-cocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Some part of the property conveyed or property adjacent to the property conveyed herein may be wetlands, part of the waters of the United States, as defined by the Federal Water Pollution Prevention and Control Act (Clean Water Act) and regulations promulgated thereunder. As such, the part of the property identified as wetlands may be subject to the jurisdiction of the United States Army Corps of Engineers pursuant to the Clean Water Act. Discharge of dredged or fill material into these waters requires a permit issued by the Corps of Engineers under 33 U.S.C. 1344 (1986 & Supp. 1988). As currently defined by the Corps of Engineers, fill material means "any material used for the primary purpose of replacing an aquatic area with dry land or changing the bottom elevation of any waterbody." 33 C.F.R. 323.2 (e) (1989). Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by the Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

Lake Olympia Development is currently covered by a Corps of Engineers Permit No. 16350 (01). All designated wetlands are to be preserved. To aid this, a buffer zone has been designated, in certain areas approximately fifty (50) feet on either side of the existing shoreline, and lake access is to be by boardwalk. No fill or structures, excluding boardwalks or fences where permitted, including temporary structures, shall be placed in the wetlands buffer zone designated on the subdivision plat.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees, unless otherwise permitted by the Architectural Control Committee.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 2,400 square feet nor greater than 3,400 square feet of living area in a one-story Living Unit and not less than 3,000 square feet nor more than 4,000 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 240 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or detached enclosed private garage, but in no event more than one (1) garage for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors

shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee. The front of garages facing the front of the lot shall be no closer the twenty-five (25) feet to the front building line but in no case shall it be closer than twenty-five (25) feet to the front of the building unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. All non-Waterway Lots shall be fenced. Unless otherwise specifically agreed to in writing by the Architectural Control Committee, no building, fence or other structure shall be placed or built on any Lot nearer to the front lot line than the building setback lines shown on the subdivision plat. Unless otherwise specifically agreed to in writing by the Architectural Control Committee, no fence shall be placed on any Lot nearer to the front Lot line than the building. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat. Fences, walls, or barriers fronting on any Waterway or within thirty (30) feet of the rear property line of a Waterway Lot shall be four (4) foot high black wrought iron unless otherwise permitted by the Architectural Control Committee. Any transition from a six (6) foot high wood privacy fence to a four (4) foot high wrought iron fence shall be no more than ten (10) feet in length and shall be stair stepped.

All dedicated drainage easements reflected on the Subdivision plat shall be kept free of all fences, buildings, plantings, and other obstructions that interfere with drainage. Only wrought iron fences with a maximum height of four (4) feet and with spacings not less than four (4) inches and not more than six (6) inches shall be allowed within the drainage easement. All improvements within the drainage easement shall be subject to the approval of the party ultimately responsible for its maintenance as a drainage easement.

7. There is added to Article VII new Sections 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than (3') feet above the natural elevation of the Lot at any point on the Lot. No structure, fences, or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches, and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill, and any other improvement, structure, or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

Section 36. Maintenance of Rear Yards, Decks, Porches, and Patios. Rear yards, decks, porches, and patios shall be kept neat in appearance. Except for normal and customary patio furniture, storage of household goods, furniture, appliances, or any other similar item shall not be allowed.

Section 37. Utility Easements; Liability. Declarant, its successors and assigns, reserves the easements and rights-of-way as shown on the Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, cable television and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across and/or under the Properties.

Neither Declarant, its assigns, agents, employees, or servants nor any utility company using the easements hereinbefore referred to shall be liable for any damages done by them to fences, shrubbery, trees or flowers, or other property of the Owner situated on the land covered by said easements.

It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed, or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television, or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by Declarant, or any easement owner or their agents, through, along or upon the premises affected, the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly reserved by Declarant.

Section 38. Type of Construction. No window or wall-type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building in any part of the Properties, in such a manner that it may be viewed from the street or adjacent lot on which the Lot fronts, sides, or backs.

Section 39. Lot Drainage. Each owner of a Lot agrees for himself, his heirs, or successors in interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in said tract; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his Lot. For the purposes hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract, including landscaping of any Lots in said tract, was completed by Declarant.

8. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

9. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
10. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions, and reservations contained in the Declaration, shall be and remain in full force and effect.
11. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set
its hand and seal this 3rd day of November, 1997.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A AFG LAKE OLYMPIA, INC.

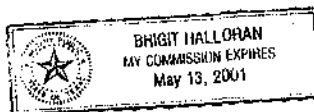
BY: *Andrew Choy*
ANDREW CHOY, President

APPROVED BY:
U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT

BY: _____
JAMES M. WILSON, Manager

THE STATE OF TEXAS X
 X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on the 3rd day of November, 1997 by
ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands
Antilles Corporation, d/b/a AFG LAKE OLYMPIA, INC., on behalf of said corporation.



Brigit Halloran
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: *Brigit Halloran*
MY COMMISSION EXPIRES: *May 13, 2001*

THE STATE OF TEXAS X
 X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on the _____ day of _____
1997 by JAMES WILSON, Manager of the U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT, on behalf of said _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: _____
MY COMMISSION EXPIRES: _____

RETURN TO: AFG LAKE OLYMPIA, INC.
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

STREET TREE PLANTING

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE OF THE LOT ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES SHALL HAVE A SPACING EQUIVALENT TO THE FRONT OF THE LOT SPACING AND SHALL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES IN THE FRONT OF THE LOT ARE REMOVED OR DIE EITHER DURING CONSTRUCTION OF THE HOME OR AT A LATER TIME. THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO REQUIRE STREET TREES ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE
 - A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN): HORTICULTURE STANDARDS
 - B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION.
 - C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
 - D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES.
2. PRODUCT AND PLANTING SPECIFICATIONS
 - A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
 - B. SEE CHART "AA" FOR TREE TYPES AND STREET LOCATION
 - C. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE.
 - D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS, OR ADJACENT PROPERTY.

CHART AA

STREET NAME	TREE TYPE	BOTANICAL NAME
OAK FOREST DRIVE	LIVE OAK	QUERCUS VIRGINIANA
PECAN FOREST DRIVE	PECAN	CARYA ILLINOENSIS
CEDAR BEND	EVERGREEN ELM	ULMUS SEMPERVIRENS
MASTERS LANE	LIVE OAK	QUERCUS VIRGINIANA
LAKESHORE FOREST ESTATES DR.	LIVE OAK	QUERCUS VIRGINIANA

9017641

2202 2154

(moon
property)

DECLARATION OF ANNEXATION

FOR

LAKESIDE ESTATES AT LAKE OLYMPIA, SECTION ONE

THE STATE OF TEXAS
COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA
DEVELOPMENT N. V., a Netherlands Antilles corporation, doing
business as LAKE OLYMPIA DEVELOPMENT CORPORATION
("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of
the properties described on Exhibits "A", "B" and "C" which
are attached hereto and incorporated by reference for all
purposes (the "Property") upon which Declarant is in the
process of developing a residential/mixed use commercial
community known as Lake Olympia pursuant to a common or
uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants,
Conditions and Restrictions ("Declaration") recorded in
Volume 1355 at Page 709 of the Deed Records of Fort Bend
County, Texas, Declarant has created, out of that portion of
the Property which is more particularly described in the
Declaration, a subdivision known as PALMER PLANTATION AT LAKE
OLYMPIA SECTION ONE and has imposed upon such subdivision the
covenants, conditions and restrictions described in the
Declaration above (the Declaration and any and all amendments
and supplements thereto being hereinafter called the
"Declaration");

AND, WHEREAS, as contemplated by the Declaration,
Declarant now desires to create, out of that portion of the
Property, more particularly described in Exhibit "D" which is
attached hereto and incorporated herein by reference for all
purposes, a subdivision to be known as LAKESIDE ESTATES AT
LAKE OLYMPIA SECTION ONE (the "Subdivision") and to impose
upon the property constituting the Subdivision, the

covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lot 1, Block 1, in Lakeside Estates at Lake Olympia Section One, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1040A in the Plat Records of Fort Bend County, Texas.
2. All Lots within this Subdivision are hereby declared to be Waterway Lots.
3. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:
 - (a) Plans for landscaping except where they might affect existing trees and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;

- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show but not be limited to the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require (1) that the slab or foundation be of pier and beam or pier and slab construction, (2) that a tree preservation plan be provided and (3) that adjustments be made in the location, height and extent of improvements to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the Lot or within the subdivision.

4. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than four (4) passenger cars and servants quarters for household domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the side of the Lot and not face the street unless specifically approved in writing by the Architectural Control Committee; (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to by Declarant, and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Some part of the property conveyed herein may be wetlands, part of the waters of the United States, as defined by the Federal Water Pollution Prevention and Control Act (Clean Water Act) and regulations promulgated thereunder. As such, the part of the

property identified as wetlands may be subject to the jurisdiction of the United States Army Corps of Engineers pursuant to the Clean Water Act. Discharge of dredged or fill material into these waters requires a permit issued by the Corps of Engineers under 33 U.S.C. 1344 (1986 & Supp. 1988). As currently defined by the Corps of Engineers, fill material means "any material used for the primary purpose of replacing an aquatic area with dry land or changing the bottom elevation of any waterbody." 33 C.F.R. 323.2(e) (1989). Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

Lake Olympia Development is currently covered by a Corps of Engineers Permit No. 16350 (01). All designated wetlands are to be preserved. To aid this, a buffer zone has been designated, approximately 50 feet on either side of the existing shoreline, and lake access is to be by boardwalk. No fill or structures, excluding boardwalks or fences where permitted, including temporary structures, shall be placed in the buffer zone designated on the plat.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed 90 degrees, unless otherwise permitted by the Architectural Control Committee

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 3,000 square feet of living area if a one-story Living Unit and not less than 3,600 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 300 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural

Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than four (4) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the side of the Lot and shall not face any Waterway, unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. No owner shall be required to build any fence on the back portion of any Lot, and no Owner shall build any fence or other similar structure on the back portion of any Lot without the express, prior written approval of the Architectural Control Committee. Unless otherwise specifically agreed to in writing by the Architectural Control Committee, no building, fence or other structure shall be placed or built on any Lot nearer to the front lot line than the building setback lines shown on the subdivision plat. No building or other structure (except for a fence) shall encroach on any easement reflected on the subdivision plat.

Fences, walls, or barriers (1) fronting on a street shall be masonry, (2) fronting on any Waterway shall be wrought iron; unless otherwise permitted by the Architectural Control Committee. Any driveway gate shall be wrought iron and shall be placed no closer than the building line as shown on the plat.

5. There is added to Article VII new Sections 33, 34 and 35 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be on white or neutral color.

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than three (3') feet above the natural elevation of the Lot at any point on the Lot. No structure, fences or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that one more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all

improvements, drives, trenches and other structures to be placed upon the Lot is such a way as to minimize the number of trees which must be cut or removed.

- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvements structure or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

6. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is

Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

- 7. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
- 8. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.
- 9. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

2202 2160

IN WITNESS WHEREOF, the undersigned being the Declarant
herein, has hereunto set its hand and seal this 4TH day
of APRIL, 1990.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: *Andrew Choy*
ANDREW CHOY, President

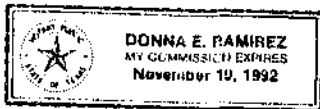
U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

BY: _____
JAMES M. WILSON, Manager

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 4TH
day of APRIL, 1990 by ANDREW CHOY, President
of LAKE OLYMPIA DEVELOPMENT, N. V., a Netherlands Antilles
Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on
behalf of said corporation.



Donna E. Ramirez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Donna E. Ramirez
MY COMMISSION EXPIRES: 11/10/92

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the _____
day of _____, 1990 by JAMES M. WILSON, Manager
of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on
behalf of said _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: _____
MY COMMISSION EXPIRES: _____

RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

**STREET TREE PLANTING
EXHIBIT 'F'**

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE LOTS ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES WILL HAVE A SPACING EQUIVALENT TO THE FRONT LOT SPACING.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES ARE REMOVED OR DIE. THE ARCHITECTURAL REVIEW COMMITTEE DOES RESERVE THE RIGHT TO REQUIRE STREETS ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

PART 1 - GENERAL

1. DESCRIPTION OF WORK

- A. PREPARING PITS AND POCKETS FOR STREET TREE PLANTINGS.

2. QUALITY ASSURANCE

- A. CONTRACTOR QUALIFICATIONS: MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
- B. REFERENCE STANDARDS; AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN); HORTICULTURAL HORTICULTURAL STANDARDS, 1973.
- C. SOURCE CONTROL: DO NOT MAKE SUBSTITUTIONS.

3. SUBMITTALS

SUBMIT MANUFACTURER'S OR VENDOR'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS AND FERTILIZER MATERIALS.

4. PRODUCT SPECIFICATIONS AND HANDLING

- A. SEE CHART 'AA' FOR TREE TYPES AND LOCATIONS.
- ALL TREES WILL BE CONTAINER GROWN TREES 2 1/2" CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
- B. DELIVERY:
1. DELIVER PLANTS WITH LEGIBLE I.D. LABELS ON EXAMPLE PLANTS.
 2. DELIVER FERTILIZER, PEAT, MULCH AND ALL OTHER SOIL AMENDMENTS TO SITE IN ORIGINAL UNOPENED CONTAINERS BEARING MANUFACTURER'S GUARANTEED ANALYSIS.
- C. STORAGE:
1. PROTECT ROOTS OF TREES FROM DRYING OR OTHER INJURY.

5. JOB CONDITIONS

BEFORE EXCAVATIONS ARE MADE, TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING TURF AREAS.

6. GUARANTEE

- A. GUARANTEE NEW TREES FOR ONE YEAR AFTER ACCEPTANCE OF FINAL INSTALLATION.
- B. MAKE REPLACEMENT DURING ONE YEAR GUARANTEE PERIOD WITH ORIGINAL SIZE AND PLANTING MIXTURE.

- C. MAINTAIN AFTER EACH ITEM IS PLANTED AND CONTINUE UNTIL INSTALLATION IS COMPLETED AND ACCEPTED:
WEEDING, WATERING, PRUNING, SPRAYING, FERTILIZING

PART 2 - PRODUCTS

1. MATERIALS

- A. PLANT MATERIALS:
1. TRUE TO BOTANICAL AND COMMON NAME AND VARIETY.
 2. FREE FROM DISEASE, INSECTS, KNOTS, SUNSCALD, WINDBURN, ABRASIONS OR DISFIGUREMENT.
 3. CONFORM TO MEASUREMENTS INDICATED AFTER PRUNING WITH BRANCHES IN NORMAL POSITION.
 4. CONFORM TO AAN STANDARDS.
- B. TOPSOIL: NATURAL, FERTILE AND FRIABLE SOILS HAVING TEXTURAL CLASSIFICATIONS OF SILT OR CLAY LOAM WITHOUT ADMIXTURE OR SUBSOIL MATERIAL. IT SHALL CONTAIN A NORMAL AMOUNT OF DECOMPOSED ORGANIC MATTER AND SHALL BE FREE OF STONES, NUTGRASS OR OTHER FOREIGN MATTER OR GRASSES.
- C. COMMERCIAL FERTILIZER: COMPLETE FERTILIZER DERIVED FROM ORGANIC SOURCES, BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS AND GUARANTEE THAT IT MEETS THE FOLLOWING REQUIREMENTS:
1. LOOSE COMMERCIAL FERTILIZER SHALL BE 12-24-12 GRANULAR. THOROUGHLY MIX 1/2 LB. PER C.Y. OF PLANTING MIX.
 2. FERTILIZER TABLETS SHALL BE 21 GRAM AGRIFORM PLANTING TABLETS WITH ANALYSIS:
20-10-5 AS MANUFACTURED BY SIERRA CHEMICAL CO. OR EQUAL. PLACE 1 TABLET PER 1/2' CAL. AND TABLETS EVENLY AROUND ROOTBALL.
- D. PRE-EMERGENCE HERBICIDE: DACTHAL ACCORDING TO AAN STANDARDS.
- E. MULCH:
1. PEAT MOSS - DOMESTIC PRODUCT CONSISTING OF 88% PARTIALLY DECOMPOSED ORGANIC MATERIAL OF NATURAL OCCURRENCE. IT SHALL BE CLEAN AND FREE OF FOREIGN SUBSTANCE.
 2. WOOD BARK - NATURAL PRODUCT OF SHREDDED SOUTHERN PINE BARK. FREE FROM WEEK, SEED, SOIL, DISEASES AND INSECTS.
- F. ROOT ACTIVATOR: CARL POOL ROOT ACTIVATOR.
- G. GUYING AND STAKING MATERIAL: STAKES 120' APART, 3 - 2"x2" CEDAR DRIVE STAKES AT LEAST 12" INTO UNDISTURBED SOIL. 12" GALVANIZED STEEL GUY WIRE. 3/4" 2 PLY BLACK RUBBER HOSE.
- H. TREE WOUND PAINT: APPROVED COMMERCIAL PRODUCT.
- I. WATER: FREE OF OIL, ACIDS, ALKALI, SALT AND OTHER SUBSTANCES HARMFUL TO PLANT GROWTH. CONTRACTOR TO PROVIDE TEMPORARY HOSES. WATER FURNISHED ON SITE.
- J. SAND: WASHED BUILDERS SAND.

2. MIXES

- A. PLANTING MIXTURE
1. TOPSOIL: TWO PARTS
 2. PEAT: ONE PART
 3. SAND: ONE PART

PART 3 - EXECUTION

1. INSPECTION

- A. INSPECT TREES FOR INJURY, INSECT INFESTATION AND IMPROPER PRUNING.
- B. DO NOT BEGIN PLANTING OR WRAPPING OF TREES UNTIL DEFICIENCIES ARE CORRECTED OR TREES REPLACED.

2. FIELD MEASUREMENTS

- A. STAKE LOCATIONS OF TREES.

3. EXCAVATION FOR PLANTING

- A. DIG IN CIRCULAR SHAPE WITH VERTICAL SIDES AT LEAST 12" LARGER IN DIAMETER THAN PLANT BALL AND DEEP ENOUGH BELOW ADJACENT GRADE OR CURB TO ACCOMMODATE BALL PLUS AT LEAST 6" MORE. THOROUGHLY LOOSEN NATURAL BOTTOM OF PIT.
- B. OBSTRUCTIONS BELOW GROUND:
 - 1. REMOVE ROCK OR UNDERGROUND OBSTRUCTIONS TO DEPTH NECESSARY TO PERMIT PLANTING.
 - 2. AVOID DAMAGING UNDERGROUND UTILITY LINES.
 - 3. REPAIR DAMAGE TO EXISTING UTILITIES.

4. GENERAL PREPARATION/PLANTING

- A. PLACE PLANTING MIXTURE IN BOTTOM OF EACH PIT SUFFICIENTLY DEEP TO SUPPORT TREE SO THAT FINISH GRADE AT THE PLANT WILL BE SAME AS THAT WHICH IT WAS GROWN. CENTER TREE IN PIT WITH PROPER ORIENTATION. ALL TREES SHALL BE PLACED STRAIGHT AND UPRIGHT.
FILLING: USING PLANTING MIXTURE, FILL ALL POCKETS.
- B. APPLY MANUFACTURER'S RECOMMENDED RATE OF PRE-EMERGENCE HERBICIDE AND ROOT ACTIVATOR.
- C. APPLY 2" MULCH TOP DRESSING.
- D. THOROUGHLY WATER TREES.
- E. BUILD 2" SAUCER AROUND TREES TO FORM WATER BASIN.
- F. FOR BALLED AND BURLAPPED TREES:
 - 1. PLACE WITH BURLAP INTACT - REMOVE TOP 1/3 OF BURLAP.
 - 2. DO NOT PULL BURLAP FROM BALL.
 - 3. DO NOT PLANT IF BALL IS CRACKED OR BROKEN.
- G. GUY TREES 2 1/2 CALIPER AND OVER.
- H. PRUNING: UPON COMPLETION OF PLANTING, PRUNE ALL TREES, REMOVE DEAD OR INJURED TWIGS AND SUCKERS. MAKE ALL CUTS FLUSH, LEAVING NO STUDS. TREAT LARGER CUTS WITH APPROVED TREE PAINT.
- I. WATERING:
 - 1. WATER WHEN SOIL MOISTURE IS BELOW OPTIMUM LEVEL FOR BEST PLANT GROWTH.
 - 2. WATER TWICE A WEEK DURING INITIAL DRY WEATHER.

5. CLEAN-UP

REMOVE ANY SOIL, PEAT MOSS OR SIMILAR MATERIAL FROM PAVED AREAS, WALKS, ETC. REMOVE ALL EXCESS MATERIAL AND DEBRIS RESULTING FROM OPERATION OF STREET TREE PLANTING.

2202 2180

CHART "AA"

STREET NAME	TREE TYPE	BOTANICAL NAME
LAKESIDE ESTATES COURT	GREEN ASH	FRAXINUS PENNSYLVANICA

FILED

'90 APR 12 AM 11:38

Drinne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEX.

STATE OF TEXAS
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the Official Records of Fort Bend
County, Texas as stamped by me.

COUNTY OF FORT BEND

APR 17 1990



Drinne Wilson
County Clerk, Fort Bend Co., Tex.

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2482 1212

AS PER ORIGINAL

DECLARATION OF ANNEXATION

9302248

FOR

LAKESIDE ESTATES AT LAKE OLYMPIA, SECTION TWO

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N. V., a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B" and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA SECTION TWO and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration above (the Declaration and any and all amendments and supplements thereto being hereinafter called the "Declaration");

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as LAKESIDE ESTATES AT LAKE OLYMPIA SECTION TWO (the "Subdivision") and to impose

upon the property constituting the Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

 Lot 1, Block 1, in Lakeside Estates at Lake Olympia Section TWO, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 120711 in the Plat Records of Fort Bend County, Texas.
2. All Lots within this Subdivision are hereby declared to be Waterway Lots.
3. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:
 - (a) Plans for landscaping except where they might affect existing trees and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;

- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show but not be limited to the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require (1) that the slab or foundation be of pier and beam or pier and slab construction, (2) that a tree preservation plan be provided and (3) that adjustments be made in the location, height and extent of improvements to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the Lot or within the subdivision.

4. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than four (4) passenger cars and servants quarters for household domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the side of the Lot and not face the street unless specifically approved in writing by the Architectural Control Committee; (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to by Declarant, and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Some part of the property conveyed herein may be wetlands, part of the waters of the United States, as defined by the Federal Water Pollution Prevention and Control Act (Clean Water Act) and regulations promulgated thereunder. As such, the part of the

property identified as wetlands may be subject to the jurisdiction of the United States Army Corps of Engineers pursuant to the Clean Water Act. Discharge of dredged or fill material into these waters requires a permit issued by the Corps of Engineers under 33 U.S.C. 1344 (1986 & Supp. 1988). As currently defined by the Corps of Engineers, fill material means "any material used for the primary purpose of replacing an aquatic area with dry land or changing the bottom elevation of any waterbody." 33 C.F.R. 323.2(e) (1989). Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

Lake Olympia Development is currently covered by a Corps of Engineers Permit No. 16350 (01). All designated wetlands are to be preserved. To aid this, a buffer zone has been designated, approximately 50 feet on either side of the existing shoreline, and lake access is to be by boardwalk. No fill or structures, excluding boardwalks or fences where permitted, including temporary structures, shall be placed in the buffer zone designated on the plat.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed 90 degrees, unless otherwise permitted by the Architectural Control Committee

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 3,000 square feet of living area if a one-story Living Unit and not less than 3,600 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 300 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural

Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than four (4) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the side of the Lot and shall not face any Waterway, unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. No owner shall be required to build any fence on the back portion of any Lot, and no Owner shall build any fence or other similar structure on the back portion of any Lot without the express, prior written approval of the Architectural Control Committee. Unless otherwise specifically agreed to in writing by the Architectural Control Committee, no building, fence or other structure shall be placed or built on any Lot nearer to the front lot line than the building setback lines shown on the subdivision plat. No building or other structure (except for a fence) shall encroach on any easement reflected on the subdivision plat.

Fences, walls, or barriers (1) fronting on a street shall be masonry, (2) fronting on any Waterway shall be wrought iron; unless otherwise permitted by the Architectural Control Committee. Any driveway gate shall be wrought iron and shall be placed no closer than the building line as shown on the plat.

5. There is added to Article VII new Sections 33, 34 and 35 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be on white or neutral color.

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than three (3') feet above the natural elevation of the Lot at any point on the Lot. No structure, fences or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all

- improvements, drives, trenches and other structures to be placed upon the Lot is such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvements structure or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
 - (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
 - (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.
6. There is added to Article X a new Section 12 as follows:
- Section 12. FHA/VA Approval. As long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.
7. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
8. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.
9. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant
herein, has hereunto set its hand and seal this 11th day
of January, 1991.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: [Signature]
ANDREW CHOY, President

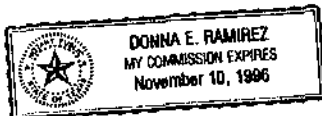
U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

BY: _____
JAMES M. WILSON, Manager

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 11th
day of January, 1991 by ANDREW CHOY, President
of LAKE OLYMPIA DEVELOPMENT, N. V., a Netherlands Antilles
Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on
behalf of said corporation.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Donna E. Ramirez
MY COMMISSION EXPIRES: 11/10/96

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the _____
day of _____, 1990 by JAMES M. WILSON, Manager
of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on
behalf of said _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: _____
MY COMMISSION EXPIRES: _____

RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

AS PER ORIGINAL

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE LOTS ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES WILL HAVE A SPACING EQUIVALENT TO THE FRONT LOT SPACING.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES ARE REMOVED OR DIE. THE ARCHITECTURAL REVIEW COMMITTEE DOES RESERVE THE RIGHT TO REQUIRE STREETS ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

PART 1 - GENERAL

1. DESCRIPTION OF WORK

- A. PREPARING PITS AND POCKETS FOR STREET TREE PLANTINGS.

2. QUALITY ASSURANCE

- A. CONTRACTOR QUALIFICATIONS: MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
- B. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN); HORTICULTURAL HORTICULTURAL STANDARDS, 1973.
- C. SOURCE CONTROL: DO NOT MAKE SUBSTITUTIONS.

3. SUBMITTALS

SUBMIT MANUFACTURER'S OR VENDOR'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS AND FERTILIZER MATERIALS.

4. PRODUCT SPECIFICATIONS AND HANDLING

- A. SEE CHART 'AA' FOR TREE TYPES AND LOCATIONS.

ALL TREES WILL BE CONTAINER GROWN TREES 2 1/2" CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
- B. DELIVERY:
 - 1. DELIVER PLANTS WITH LEGIBLE I.D. LABELS ON EXAMPLE PLANTS.
 - 2. DELIVER FERTILIZER, PEAT, MULCH AND ALL OTHER SOIL AMENDMENTS TO SITE IN ORIGINAL UNOPENED CONTAINERS BEARING MANUFACTURER'S GUARANTEED ANALYSIS.
- C. STORAGE:
 - 1. PROTECT ROOTS OF TREES FROM DRYING OR OTHER INJURY.

5. JOB CONDITIONS

BEFORE EXCAVATIONS ARE MADE, TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING TURF AREAS.

6. GUARANTEE

- A. GUARANTEE NEW TREES FOR ONE YEAR AFTER ACCEPTANCE OF FINAL INSTALLATION.
- B. MAKE REPLACEMENT DURING ONE YEAR GUARANTEE PERIOD WITH ORIGINAL SIZE AND PLANTING MIXTURE.

- C. MAINTAIN AFTER EACH ITEM IS PLANTED AND CONTINUE UNTIL INSTALLATION IS COMPLETED AND ACCEPTED:
WEEDING, WATERING, PRUNING, SPRAYING, FERTILIZING

PART 2 - PRODUCTS

1. MATERIALS

A. PLANT MATERIALS:

1. TRUE TO BOTANICAL AND COMMON NAME AND VARIETY.
2. FREE FROM DISEASE, INSECTS, KNOTS, SUNSCALD, WINDBURN, ABRASIONS OR DISFIGUREMENT.
3. CONFORM TO MEASUREMENTS INDICATED AFTER PRUNING WITH BRANCHES IN NORMAL POSITION.
4. CONFORM TO AAN STANDARDS.

B. TOPSOIL: NATURAL, FERTILE AND FRIABLE SOILS HAVING TEXTURAL CLASSIFICATIONS OF SILT OR CLAY LOAM WITHOUT ADMIXTURE OR SUBSOIL MATERIAL. IT SHALL CONTAIN A NORMAL AMOUNT OF DECOMPOSED ORGANIC MATTER AND SHALL BE FREE OF STONES, NUTGRASS OR OTHER FOREIGN MATTER OR GRASSES.

C. COMMERCIAL FERTILIZER: COMPLETE FERTILIZER DERIVED FROM ORGANIC SOURCES, BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS AND GUARANTEE THAT IT MEETS THE FOLLOWING REQUIREMENTS:

1. LOOSE COMMERCIAL FERTILIZER SHALL BE 12-24-12 GRANULAR. THOROUGHLY MIX 1/2 LB. PER C.Y. OF PLANTING MIX.
2. FERTILIZER TABLETS SHALL BE 21 GRAM AGRIFORM PLANTING TABLETS WITH ANALYSIS:
20-10-5 AS MANUFACTURED BY SIERRA CHEMICAL CO. OR EQUAL. PLACE 1 TABLET PER 1/2' CAL. AND TABLETS EVENLY AROUND ROOTBALL.

D. PRE-EMERGENCE HERBICIDE: DACTHAL ACCORDING TO AAN STANDARDS.

E. MULCH:

1. PEAT MOSS - DOMESTIC PRODUCT CONSISTING OF 90% PARTIALLY DECOMPOSED ORGANIC MATERIAL OF NATURAL OCCURRENCE. IT SHALL BE CLEAN AND FREE OF FOREIGN SUBSTANCE.
2. WOOD BARK - NATURAL PRODUCT OF SHREDDED SOUTHERN PINE BARK. FREE FROM WEEK, SEED, SOIL, DISEASES AND INSECTS.

F. ROOT ACTIVATOR: CARL POOL ROOT ACTIVATOR.

G. GUYING AND STAKING MATERIAL: STAKES 120' APART, 3 - 2"x2" CEDAR DRIVE STAKES AT LEAST 12" INTO UNDISTURBED SOIL. 12" GALVANIZED STEEL GUY WIRE. 3/4" 2 PLY BLACK RUBBER HOSE.

H. TREE WOUND PAINT: APPROVED COMMERCIAL PRODUCT.

I. WATER: FREE OF OIL, ACIDS, ALKALI, SALT AND OTHER SUBSTANCES HARMFUL TO PLANT GROWTH. CONTRACTOR TO PROVIDE TEMPORARY HOSES. WATER FURNISHED ON SITE.

J. SAND: WASHED BUILDERS SAND.

2. MIXES

A. PLANTING MIXTURE

1. TOPSOIL: TWO PARTS
2. PEAT: ONE PART
3. SAND: ONE PART

PART 3 - EXECUTION

AS PER ORIGINAL

1. INSPECTION

- A. INSPECT TREES FOR INJURY, INSECT INFESTATION AND IMPROPER PRUNING.
- B. DO NOT BEGIN PLANTING OR WRAPPING OF TREES UNTIL DEFICIENCIES ARE CORRECTED OR TREES REPLACED.

2. FIELD MEASUREMENTS

- A. STAKE LOCATIONS OF TREES.

3. EXCAVATION FOR PLANTING

- A. DIG IN CIRCULAR SHAPE WITH VERTICAL SIDES AT LEAST 12" LARGER IN DIAMETER THAN PLANT BALL AND DEEP ENOUGH BELOW ADJACENT GRADE OR CURB TO ACCOMMODATE BALL PLUS AT LEAST 6" MORE. THOROUGHLY LOOSEN NATURAL BOTTOM OF PIT.
- B. OBSTRUCTIONS BELOW GROUND:
 - 1. REMOVE ROCK OR UNDERGROUND OBSTRUCTIONS TO DEPTH NECESSARY TO PERMIT PLANTING.
 - 2. AVOID DAMAGING UNDERGROUND UTILITY LINES.
 - 3. REPAIR DAMAGE TO EXISTING UTILITIES.

4. GENERAL PREPARATION/PLANTING

- A. PLACE PLANTING MIXTURE IN BOTTOM OF EACH PIT SUFFICIENTLY DEEP TO SUPPORT TREE SO THAT FINISH GRADE AT THE PLANT WILL BE SAME AS THAT WHICH IT WAS GROWN. CENTER TREE IN PIT WITH PROPER ORIENTATION. ALL TREES SHALL BE PLACED STRAIGHT AND UPRIGHT. FILLING: USING PLANTING MIXTURE, FILL ALL POCKETS.
- B. APPLY MANUFACTURER'S RECOMMENDED RATE OF PRE-EMERGENCE HERBICIDE AND ROOT ACTIVATOR.
- C. APPLY 2" MULCH TOP DRESSING.
- D. THOROUGHLY WATER TREES.
- E. BUILD 2" SAUCER AROUND TREES TO FORM WATER BASIN.
- F. FOR BALLED AND BURLAPPED TREES:
 - 1. PLACE WITH BURLAP INTACT - REMOVE TOP 1/3 OF BURLAP.
 - 2. DO NOT PULL BURLAP FROM BALL.
 - 3. DO NOT PLANT IF BALL IS CRACKED OR BROKEN.
- G. GUY TREES 2 1/2 CALIPER AND OVER.
- H. PRUNING: UPON COMPLETION OF PLANTING, PRUNE ALL TREES, REMOVE DEAD OR INJURED TWIGS AND SUCKERS. MAKE ALL CUTS FLUSH, LEAVING NO STUDS. TREAT LARGER CUTS WITH APPROVED TREE PAINT.
- I. WATERING:
 - 1. WATER WHEN SOIL MOISTURE IS BELOW OPTIMUM LEVEL FOR BEST PLANT GROWTH.
 - 2. WATER TWICE A WEEK DURING INITIAL DRY WEATHER.

5. CLEAN-UP

REMOVE ANY SOIL, PEAT MOSS OR SIMILAR MATERIAL FROM PAVED AREAS, WALKS, ETC. REMOVE ALL EXCESS MATERIAL AND DEBRIS RESULTING FROM OPERATION OF STREET TREE PLANTING.

CHART "AA"

STREET NAME	TREE TYPE	BOTANICAL NAME
LAKE SIDE ESTATES COURT	GREEN ASH	FRAXINUS PENNSYLVANICA

FILED FOR RECORD
TIME 11:00 ^{A.M.} P.M.

JAN 13 1993

Dianne Wilson
County Clerk, Fort Bend Co. T

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on
the date and time stamped herein by me and was
only recorded in the volume and page of the Official
Records of Fort Bend County, Texas as stamped in
me

JAN 15 1993



Dianne Wilson
County Clerk Fort Bend Co. Tex

DECLARATION OF ANNEXATION

FOR

8960558

LAKESIDE VILLAGE AT LAKE OLYMPIA

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N. V., a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B" and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as LAKESIDE VILLAGE AT LAKE OLYMPIA (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions and restrictions described in the Declaration,

except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

 Lots One (1) and Two (2), inclusive in Block One (1); Lots One (1) through Nineteen (19), inclusive in Block Two (2); Lots One (1) through Six (6), inclusive in Block Three (3) and Reserve B to the extent Recreational Easements, as hereafter defined, are granted therefrom, all in Lakeside Village at Lake Olympia, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide 984B and Slide 1003B in the Plat Records of Fort Bend County, Texas.
2. All Lots within this Subdivision, including Lots One (1) through Nineteen (19) inclusive in Block Two (2), and their associated Recreational Easements, as hereafter defined, are hereby declared to be Waterway Lots.
3. There is added to Article III a new Section 13 - Landscaping Assessments as follows:

 Section 13. Landscaping Assessments. The Association shall have the right to levy and collect a landscaping assessment ("Landscaping Assessment")

which shall be assessed against, and shall only be applicable to, the Recreational Easements. The proceeds of the Landscaping Assessment shall be used to landscape and maintain such landscaping on the Recreational Easements. The actual amount of the Landscaping Assessment shall be set by the Board, upon majority vote; however, such Landscaping Assessment applicable to any Recreational Easement shall not exceed \$40.00 per Recreational Easement per year, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3rds) of all of the Recreational Easements; provided however, and notwithstanding the \$40.00 limitation described above, the Board shall have the right to increase such assessment above \$40.00 as long as such increases are not more than ten percent (10%) annually.

Notwithstanding anything in Article VIII, paragraph "f" as amended to the contrary, the Association shall have the right, but not the obligation, to maintain and landscape the Recreational Easements. The Association's agents, employees, representatives or assigns shall have, and are hereby granted, an easement upon, in, or over the Recreational Easements, for the purpose of landscaping and maintaining same.

The Association shall have the right to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the Recreational Easements or any part thereof, all of which shall be binding upon, complied with and observed by each owner thereof.

4. Article V, Section Four, "Approval of Plans" is

hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping except where they might affect existing trees and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show but not be limited to the location of the proposed foundation or slab upon each Lot. The

Architectural Control Committee shall have the right to require (1) that the slab or foundation be of pier and beam or pier and slab construction, (2) that a tree preservation plan be provided and (3) that adjustments be made in the location, height and extent of improvements to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the lot or within the subdivision.

5. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars; (iii) servant's quarters for household and domestic employees actually employed by the Owner or resident of the lot; and (iv) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the lot, which greenhouse must not be visible from the street or adjacent property unless agreed to be Declarant, and plans for construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any lot unless specifically approved in writing by the Architectural Control Committee.

Garages set in back of the dwelling shall not be allowed on Lots One (1) and Two (2), inclusive in Block One (1) and Lots One (1) through Six (6), inclusive in Block Three (3) and shall open to the side of the lot and shall not face the street, unless specifically approved in writing by the Architectural Control Committee. With respect to all Lots, no Two (2) story garages shall be built thereon. With respect to Lots Two (2) through Ten (10), inclusive, and Lots Sixteen (16) through Eighteen (18), inclusive, in Block Two (2), garages shall face the side of the lot unless the garage is detached and placed in back of the dwelling unit. With respect to Lots One (1) and Nineteen (19) in Block Two (2) garages shall be detached and such garages shall open to the front of the lot and shall not face the side street unless specifically approved in writing by the Architectural Control Committee. With respect to Lots Eleven (11) through Fifteen (15), inclusive in Block Two (2) an attached garage opening to the street shall be allowed.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner lot shall be deemed to face toward the street which is furthest from the building setback line for such lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the lot faces, or at an angle thereto which does not exceed 45 degrees.

Section 7. Size. Each Living Unit constructed upon a lot within the Subdivision shall contain not less than 1,900 square feet of living area if a one-story Living Unit and not less than 2,400 square

feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 240 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable of all Lots of the Subdivision; provided that no Owners of the Lots One (1) and Two (2) inclusive in Block One (1) and Lots One (1) through Six (6) inclusive in Block Three (3) shall build any fence or other similar structure on the back portion of Lots One (1) and Two (2) inclusive in Block One (1) and Lots One (1) through Six (6) inclusive in Block Three (3), without the express prior written approval of the Architectural Control Committee. No building, fence or other structure shall be placed or built on any lot nearer to a side street line than the building setback line shown on the Subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

6. There is added to Article VII new Sections 33, 34, 35 and 36 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be on white or neutral color.

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than three (3') feet above the natural elevation of the Lot at any point on the

Lot. No structure, fences or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that one more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives trenches and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvements structure or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

Section 36. Maintenance of Decks, Porches and Patios. Decks, porches and patios shall be kept neat in appearance. Except for normal and customary patio furniture, storage of household goods, furniture, appliances or any other similar item shall not be allowed.

7. Article VIII, "Special Restrictions of Waterfront Properties and Waterway Usage" paragraph "f" shall be amended to add the following:

To the extent Declarant grants recreational easements ("Recreational Easements") out of Reserve B, to each of the owners of Lots One (1) through Nineteen (19) inclusive in Block Two (2), the Recreational Easements shall be subject to the restrictions, covenants, and conditions set forth herein:

No permanent or temporary building, structure, improvement or landscaping of any kind or character shall be erected or maintained on any Recreational Easement, including, but not limited to, lighting facilities, fences, tents and trailers, nor shall any docks, piers, slips or any structure be erected on, or from, any Recreational Easement to the adjacent Waterway; however, each owner of any Recreational Easement shall have the exclusive right

to secure their boat on the cleats on the bulkhead which immediately adjoins their respective Recreational Easement. No items of personal property shall be stored on any Recreational Easement on either a temporary or permanent basis.

8. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
9. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.
10. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

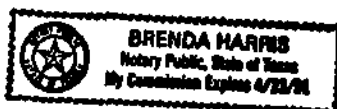
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 8th day of November, 1989.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: [Signature]
ANDREW CHOY, President

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 8th day of November, 1989 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N. V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.



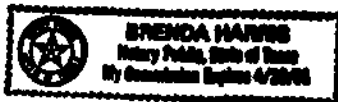
Brenda Harris
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Brenda Harris
MY COMMISSION EXPIRES: 4/23/91

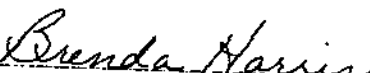

Robert Middleton

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 28th
day of November, 1989 by ROBERT MIDDLETON,
owner of Lot 6, Block 3 of Lakeside Village at Lake Olympia.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Brenda Harris

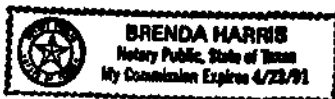
MY COMMISSION EXPIRES: 4/23/91

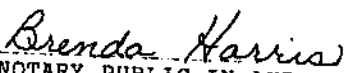

Mirila S. Middleton

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 28th
day of November, 1989 by MIRILA S. MIDDLETON,
owner of Lot 6, Block 3 of Lakeside Village at Lake Olympia.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Brenda Harris
MY COMMISSION EXPIRES: 4/23/91

The undersigned, the owner and holder of liens against Lot 6, Block 3 of Lakeside Village at Lake Olympia owned by Robert Middleton and Mirila S. Middleton, do hereby subordinate our interest and liens in said property to the purpose and effects of the restrictions described herein and hereby confirm that it is the present owner of said liens and have not assigned same or any part.

First National Bank - Missouri City

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on this _____ day of _____, 1989 by _____ of _____ on behalf of said _____.

NOTARY PUBLIC IN AND FOR

THE STATE OF TEXAS

NAME: _____

MY COMMISSION EXPIRES: _____

AS PER ORIGINAL

AS PER ORIGINAL

2172 2165

Revised 1-8-82

October 12, 1981

Job No. 176-0000-21

DESCRIPTION OF
PALMER PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 1

Being 359.403 acres of land located in the David Bright League,
Abstract 13, Fort Bend County, Texas and being more particularly described
by metes and bounds as follows:

BEGINNING at the southwest corner of Quail Valley Subdivision,
Glenn Lakes, Section 1, a subdivision of record in Volume 10, Page 1 of
the Plat Records of Fort Bend County, Texas;

Thence, with the south line of said Glenn Lakes, Section 1,
North $88^{\circ} 58' 55''$ East, 795.93 feet to a point for corner;

Thence, continuing with said south line, North $22^{\circ} 20' 20''$ East,
280.00 feet to a point for corner;

Thence, leaving said south line, South $01^{\circ} 39' 40''$ East, 336.70
feet to a point for corner;

Thence, South $57^{\circ} 52' 10''$ East, 448.39 feet to a point for corner;

Thence, South $38^{\circ} 22' 03''$ East, 302.76 feet to a point for corner;

Thence, South $50^{\circ} 21' 21''$ East, 903.96 feet to a point for corner;

Thence, South $26^{\circ} 57' 08''$ East, 299.78 feet to a point for corner;

Thence, South $12^{\circ} 14' 45''$ West, 438.36 feet to a point for corner;

Thence, South $61^{\circ} 41' 30''$ West, 297.48 feet to a point for corner;

Thence, South $01^{\circ} 23' 53''$ East, 590.05 feet to a point for corner;
In the north line of Senior Road (60.00 feet wide);

AS PER ORIGINAL

Revised 1-8-02

October 12, 1981

Job No. 176-0000-21

Thence, South $64^{\circ} 56' 34''$ West, 75.36 feet to a point for corner;

Thence, South $61^{\circ} 40' 12''$ West, 590.83 feet to a point for corner ...
in the aforementioned north line of Senior Road;

Thence, with the north line of Senior Road, South $80^{\circ} 36' 07''$ West,
2885.67 feet to a point for corner in the center line of Oyster Creek;

• Thence, with the center line meanders of Oyster Creek the following
nineteen (19) courses:

1. North $36^{\circ} 39' 40''$ West, 90.41 feet to a point for corner;
2. North $56^{\circ} 58' 53''$ West, 789.64 feet to a point for corner;
3. North $58^{\circ} 32' 29''$ West, 712.80 feet to a point for corner;
4. North $85^{\circ} 33' 10''$ West, 645.21 feet to a point for corner;
5. South $80^{\circ} 49' 42''$ West, 185.43 feet to a point for corner;
6. South $87^{\circ} 34' 50''$ West, 165.42 feet to a point for corner;
7. North $73^{\circ} 32' 23''$ West, 221.74 feet to a point for corner;
8. North $41^{\circ} 44' 14''$ West, 212.81 feet to a point for corner;
9. North $10^{\circ} 38' 12''$ West, 235.33 feet to a point for corner;
10. North $41^{\circ} 07' 59''$ East, 159.52 feet to a point for corner;
11. North $34^{\circ} 56' 41''$ East, 198.35 feet to a point for corner;
12. North $53^{\circ} 43' 35''$ East, 203.19 feet to a point for corner;
13. North $62^{\circ} 17' 52''$ East, 174.31 feet to a point for corner;
14. North $60^{\circ} 18' 20''$ East, 100.99 feet to a point for corner;
15. North $45^{\circ} 26' 24''$ East, 118.28 feet to a point for corner;
16. North $31^{\circ} 30' 44''$ East, 531.90 feet to a point for corner;
17. North $03^{\circ} 37' 10''$ West, 501.14 feet to a point for corner;
18. North $16^{\circ} 46' 56''$ West, 125.90 feet to a point for corner;
19. North $64^{\circ} 09' 40''$ West, 198.56 feet to a point for corner;

Thence, leaving said center line, South $87^{\circ} 38' 27''$ East, 119.41
feet to a point for corner;

Thence, North $80^{\circ} 43' 15''$ East, 135.68 feet to a point for corner
in the south line of a replat of Quail Valley Subdivision, Thunderbird,
Section 2, a subdivision of record in Volume 23, Page 3 of the Plat Records
of Fort Bend County, Texas;

Thence, with the south line of said Thunderbird, Section 2 the
following five (5) courses:

AS PER ORIGINAL

2172 2167

Revised 1-0-82

October 12, 1981

Job No. 176-0000-21

1. North $88^{\circ} 13' 40''$ East, 203.63 feet to a point for corner;
2. North $88^{\circ} 43' 55''$ East, 593.59 feet to a point for corner;
3. North $88^{\circ} 59' 29''$ East, 459.22 feet to a point for corner;
4. North $89^{\circ} 04' 57''$ East, 918.79 feet to a point for corner;
5. North $88^{\circ} 37' 56''$ East, 835.47 feet to the southeast corner of said Thunderbird, Section 2, same being in the west line of the aforementioned Glenn Lakes, Section 1;

Thence, with the west line of Glenn Lakes, Section 1, South $00^{\circ} 57' 25''$ East, 8.91 feet to the POINT OF BEGINNING and containing 359.403 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

AS PER ORIGINAL

2172. 2168

Revised 1/8/82

October 12, 1981

Job No. 180-0000-21

DESCRIPTION OF
PALMER PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 2

Being 332.269 acres of land located in the David Bright
League, Abstract 13, Fort Bend County, Texas and being more particularly
described by metes and bounds as follows:

BEGINNING at the southeast corner of Quail Valley Subdivision,
Glenn Lakes, Section 1, a subdivision of record in Volume 10, Page 1
of the Plat Records of Fort Bend County, Texas;

Thence, North $88^{\circ} 53' 11''$ East, 3,026.35 feet to a point
for corner;

Thence, South $01^{\circ} 06' 49''$ East, 275.77 feet to a point
for corner;

Thence, South $64^{\circ} 29' 38''$ East, 76.36 feet to a point
for corner;

Thence North $58^{\circ} 33' 08''$ East, 243.06 feet to a point
for corner;

Thence, South $01^{\circ} 06' 49''$ East, 2,939.99 feet to a point
for corner in the north line of Senlor Road (60.00 feet wide);

Thence, with the north line of Senlor Road, South 88°
 $36' 07''$ West, 4,497.19 feet to a point for corner;

Thence, leaving said north line, North $01^{\circ} 23' 53''$ West,
895.90 feet to a point for corner;

Thence, North $61^{\circ} 41' 30''$ East, 297.48 feet to a point for corne

Thence, North $18^{\circ} 14' 45''$ East, 430.36 feet to a point for corne

Thence, North $26^{\circ} 57' 08''$ West, 299.78 feet to a point for corne

Thence, North $50^{\circ} 21' 21''$ West, 903.96 feet to a point for corne

Thence, North $30^{\circ} 22' 03''$ West, 302.76 feet to a point for corne

AS PER ORIGINAL

2172 2169

Revised 1/8/82

October 12, 1981

Job No. 180-0000-21

Thence, North $57^{\circ} 52' 10''$ West, 448.39 feet to a point for corner

Thence, North $01^{\circ} 39' 40''$ West, 336.70 feet to a point for corner
in the south line of aforementioned Glenn Lakes, Section 1;

Thence, with the south line of Glenn Lakes, Section One,
North $08^{\circ} 20' 20''$ East, 2,164.25 feet to the POINT OF BEGINNING and
containing 332.269 acres of land.

LICHLITER/JAMESON & ASSOCIATES,

October 24, 1983
Job No. 173-0104-02

LEGAL DESCRIPTION

53.7577 ACRES IN THE
ELIJAH ROARK LEAGUE, A-77
FORT BEND COUNTY, TEXAS

Being 53.7577 acres in the Elijah Roark League, Abstract 77, Fort Bend County, Texas, more particularly being a portion of that certain 309.5 acre tract of land conveyed to Hermann Hospital Estates by instrument of record in Volume 75, Page 530, Deed Records, Fort Bend County, Texas and said 53.7577 acres being more particularly described by metes and bounds as follows;

BEGINNING at a 1 1/4 inch iron pipe found marking the northwest corner of that certain 3.5489 acre tract conveyed to Dannie Joe DeWalt Robinson by instrument of record in Volume 504, Page 66, Deed Records, Fort Bend County, Texas, same being in the south line of Senior Road;

Thence, leaving said south line of Senior Road, with the west line of said 3.5489 acres, South 10° 36' 47" East, 309.27 feet to a 1/2 inch iron rod set for corner in the approximate centerline of a drainage swale;

Thence, leaving the west line of said 3.5489 acres, with the approximate centerline of said drainage swale, the following eleven (11) courses:

1. South 86° 38' 21" West, 50.72 feet to a 1/2 inch iron rod set for corner;
2. South 86° 38' 21" West, 144.35 feet to a 1/2 inch iron rod set for corner;
3. South 88° 13' 56" West, 154.01 feet to a 1/2 inch iron rod set for corner;
4. South 88° 36' 21" West, 628.70 feet to a 1/2 inch iron rod set for corner;
5. South 88° 47' 40" West, 490.55 feet to a 1/2 inch iron rod set for corner;

53.7577 Acres

October 24, 1983
Job No. 173-0104-02

6. South 88° 29' 19" West, 386.99 feet to a 1/2 inch iron rod set for corner;
7. South 88° 32' 10" West, 420.79 feet to a 1/2 inch iron rod set for corner;
8. South 88° 20' 20" West, 484.90 feet to a 1/2 inch iron rod set for corner;
9. South 67° 04' 26" West, 47.60 feet to a 1/2 inch iron rod set for corner;
10. South 35° 02' 58" West, 313.15 feet to a 1/2 inch iron rod set for corner;
11. South 85° 32' 47" West, 186.41 feet to a 1/2 inch iron rod set for corner;

Thence, South 53° 24' 21" West, 149.91 feet to a 1/2 inch iron rod set for corner, same being in the northeasterly line of Rustlers Crossing, a subdivision of record in Volume 28, Page 2, Map Records, Fort Bend County, Texas;

Thence, with said northeasterly line, the following five (5) courses:

1. North 44° 21' 45" West, 52.21 feet to a 1/2 inch iron rod set for corner;
2. North 82° 47' 45" West, 200.10 feet to a 1/2 inch iron rod set for corner;
3. North 56° 34' 29" West, 187.14 feet to a 1/2 inch iron rod set for corner;
4. North 77° 57' 54" West, 510.03 feet to a 1/2 inch iron rod set for corner;
5. North 66° 58' 35" West, 600.97 feet to a 1/2 inch iron rod set for corner, same being the most northerly corner of said Rustlers Crossing;

53.7577 Acres

October 24, 1903

Job No. 173-0104-02

Thence, North 68° 37' 59" West, at 55.51 feet pass the most easterly corner of that certain 84.3676 acre tract conveyed to Colonial Savings Association by Instrument of record in Volume 937, Page 723, Deed Records, Fort Bend County, Texas and continue with the northeasterly line of said 84.3676 acres, in all, 166.66 feet to a 1/2 inch iron rod set for corner;

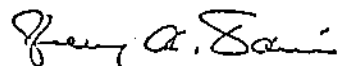
Thence, continuing with said northeasterly line, North 40° 38' 44" West, 205.64 feet to a 1 1/4 inch iron pipe found marking the northeast corner of said 84.3676 acres and the northwest corner of the aforementioned 389.5 acres, same being in the aforementioned south line of Senior Road;

Thence, North 01° 24' 00" West, 30.00 feet to a 1/2 inch iron rod set for corner in the centerline of Senior Road, also being the north line of the aforementioned Elijah Roark League, A-77, and the south line of the David Bright League, A-13;

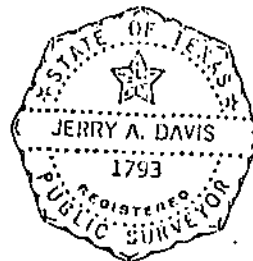
Thence, with said centerline, North 88° 36' 00" East, 5,059.53 feet to a 1/2 inch iron rod set for corner;

Thence, leaving said centerline, South 01° 24' 00" East, 30.00 feet to the POINT OF BEGINNING and containing 53.7577 acres of land.

LICHILITER/JAMESON & ASSOCIATES, INC.



Jerry A. Davis
Registered Public Surveyor
Texas Registration No. 1793



LAKESIDE VILLAGE

Lots 1 and 2, inclusive in Block 1
Lots 1 through 19, inclusive in Block 2
Lots 1 through 6, inclusive in Block 3

AS PER ORIGINAL

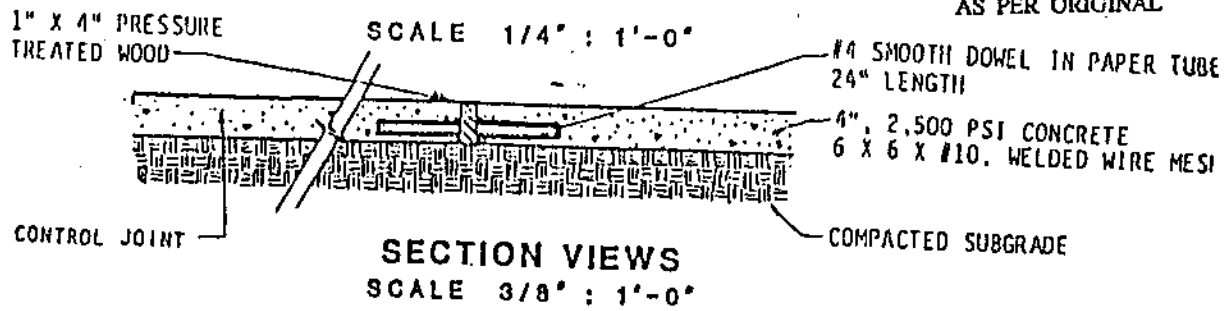
The following list designates types of sidewalks adjacent to specific lots in Lakeside Village at Lake Olympia:

TYPE "G" - Lots 1 and 2, Block 1
 Lots 1 through 6 inclusive Block 3
 Reserve B

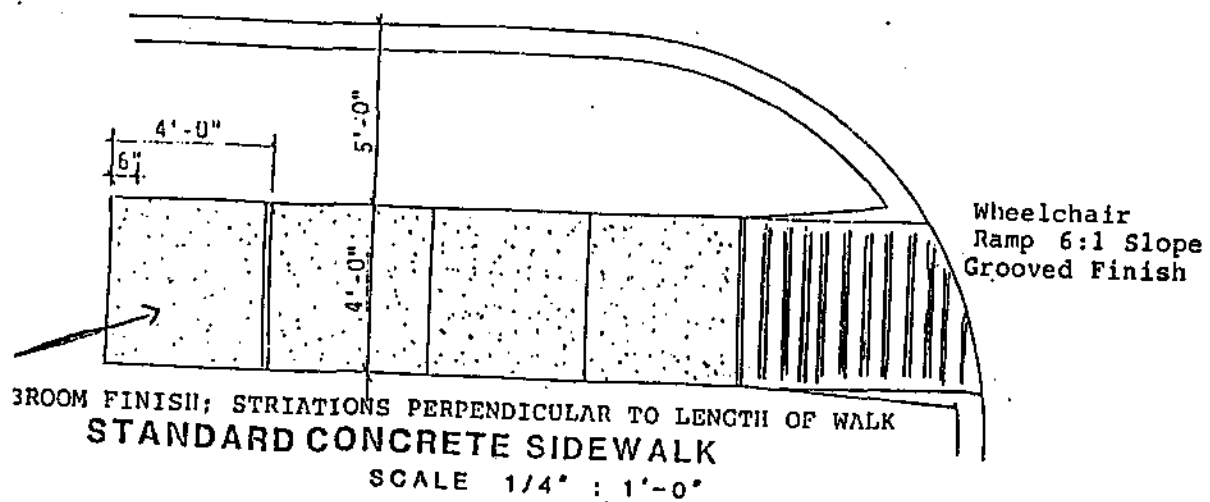
TYPE "H" - Lots 1 through 19, inclusive Block 2

TYPE "I" - Reserve D

TYPE "M" - Reserve A
 Reserve C

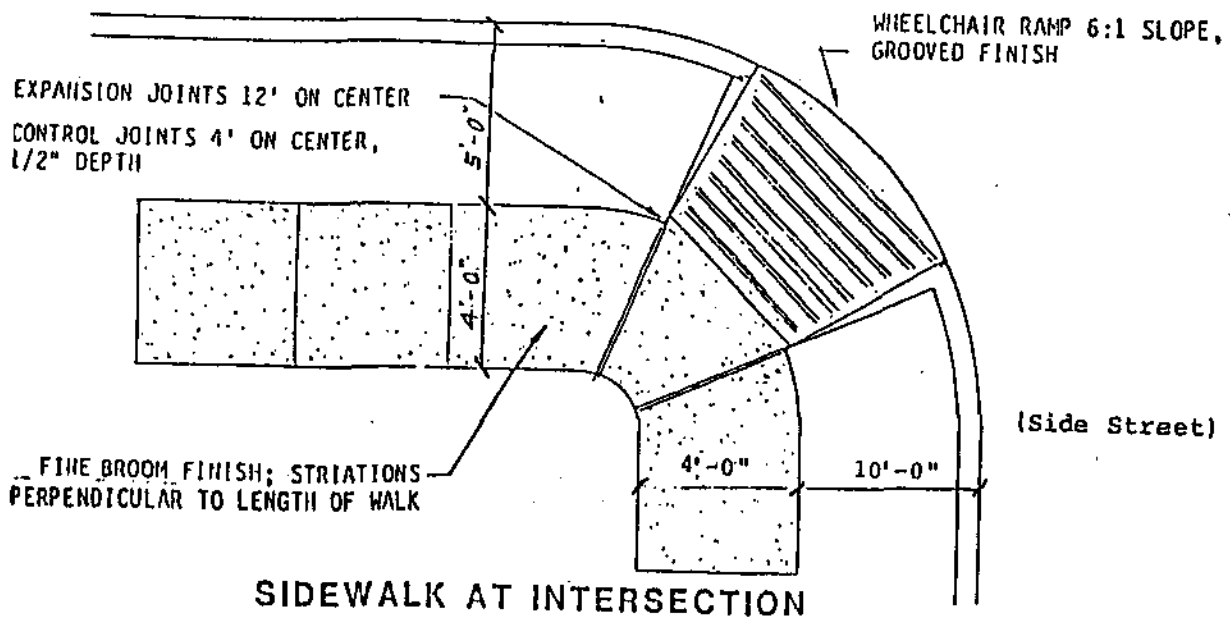


TYPE "A"

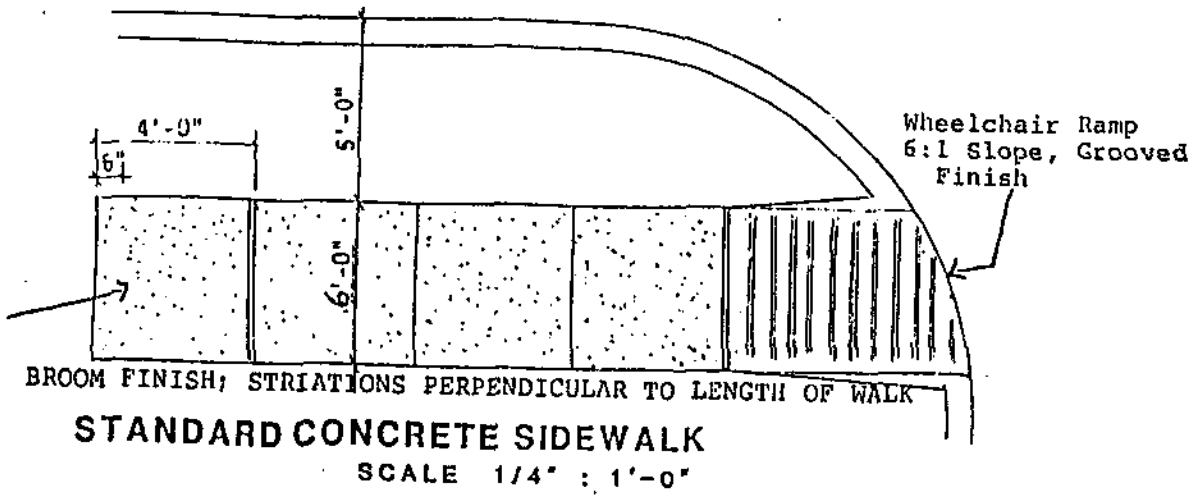


(Front Street)

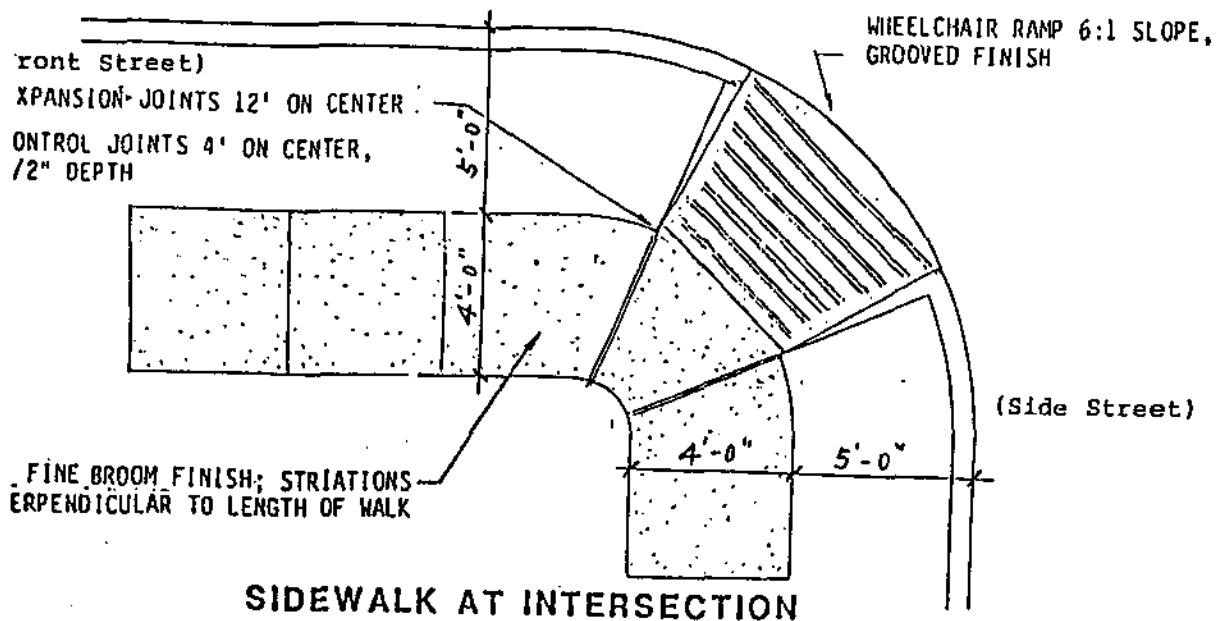
TYPE "B"



TYPE "C"

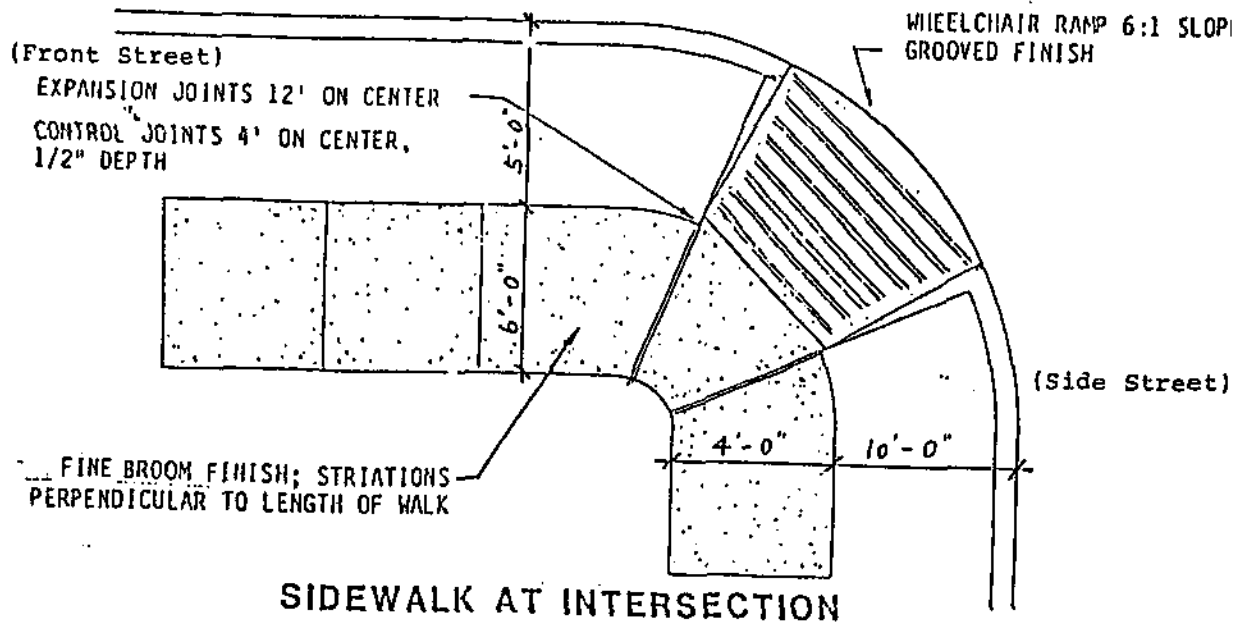


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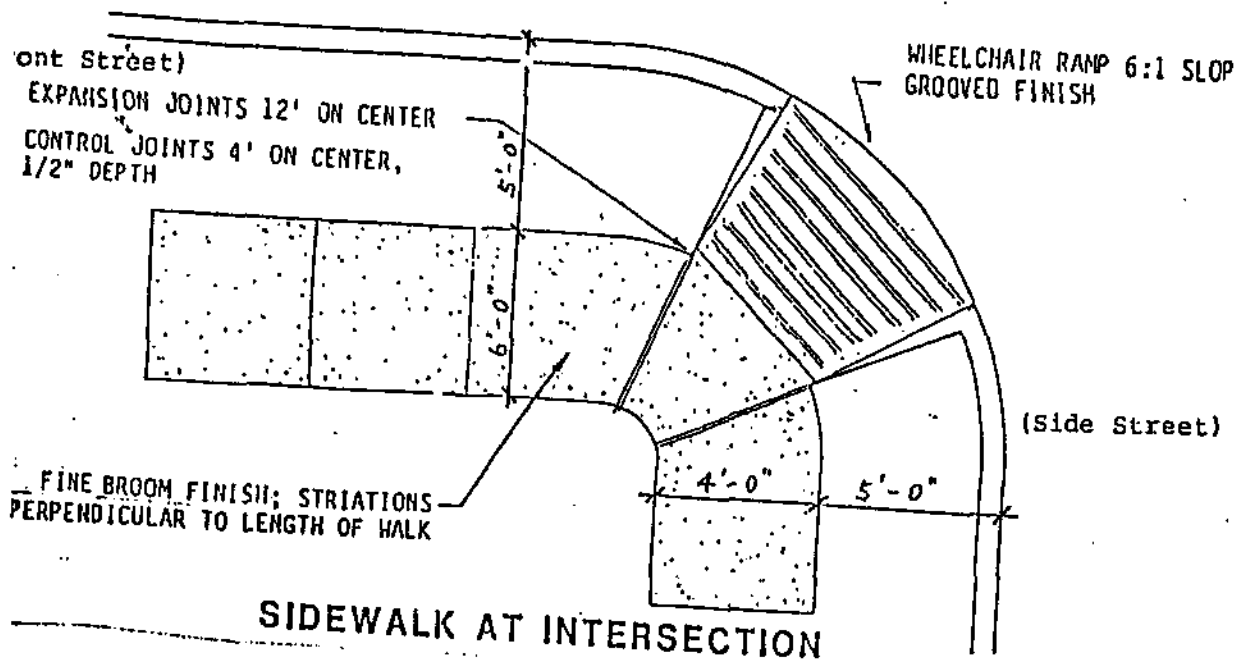


AS PER ORIGINAL

TYPE "E"

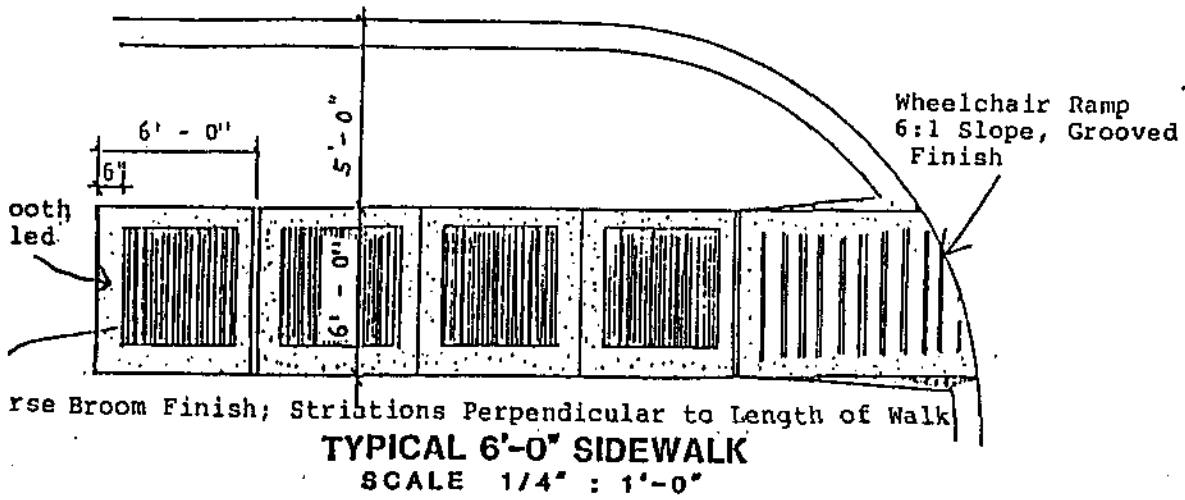


TYPE "F"

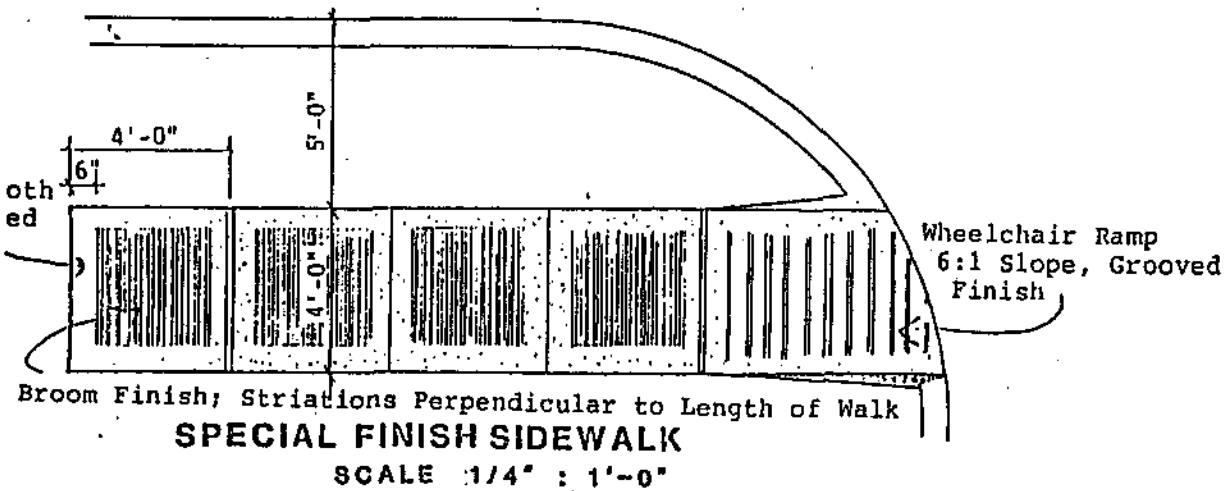


AS PER ORIGINAL

TYPE "G"

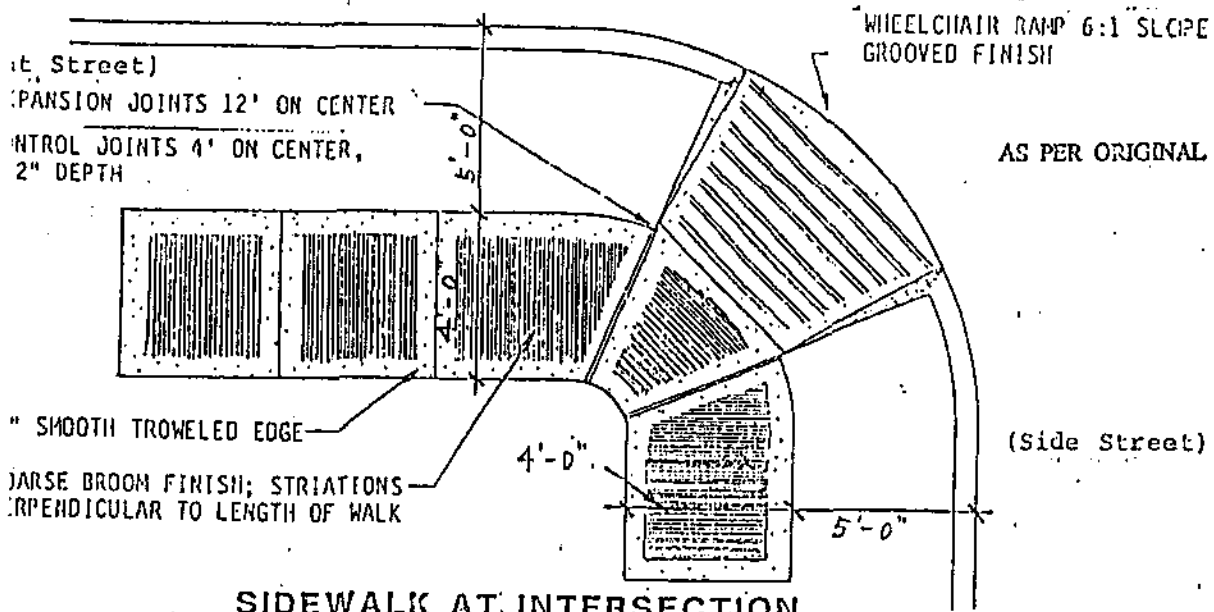


TYPE "H"



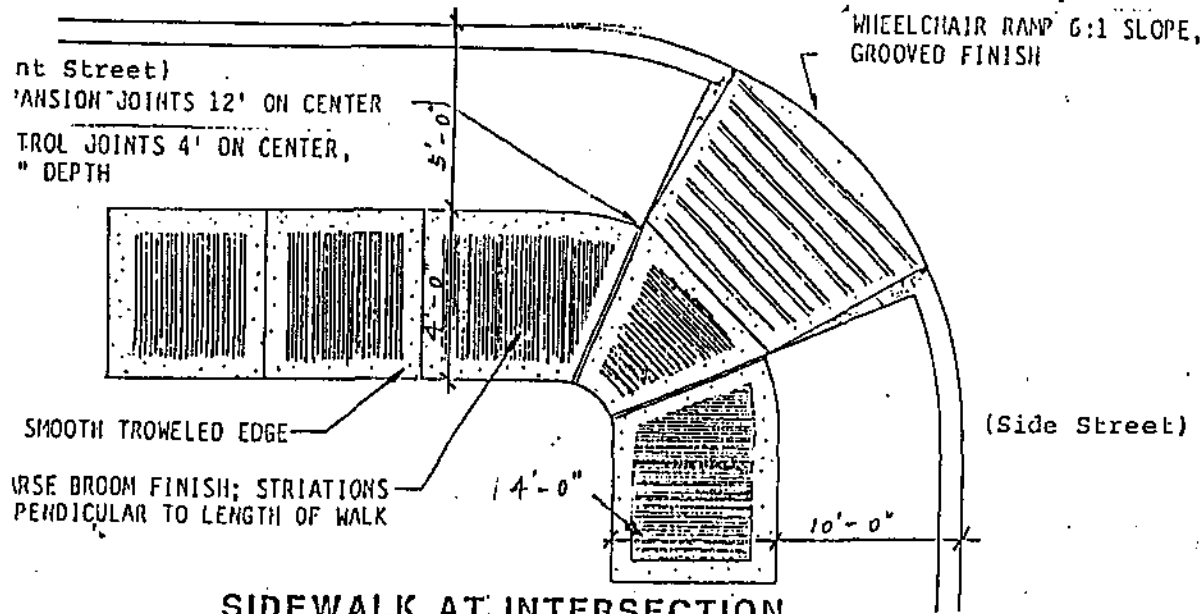
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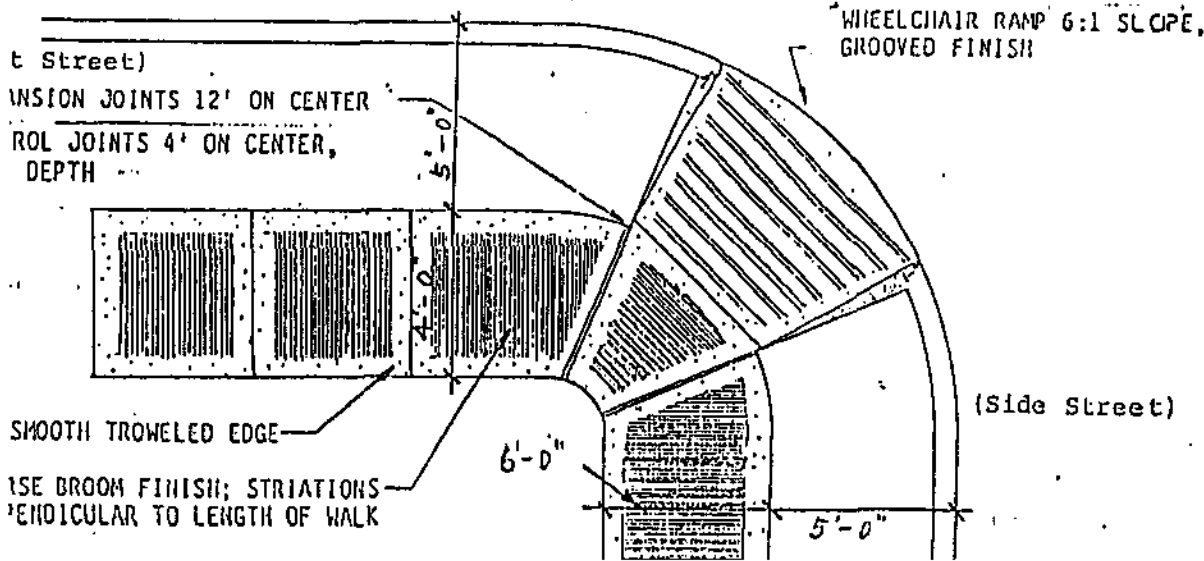
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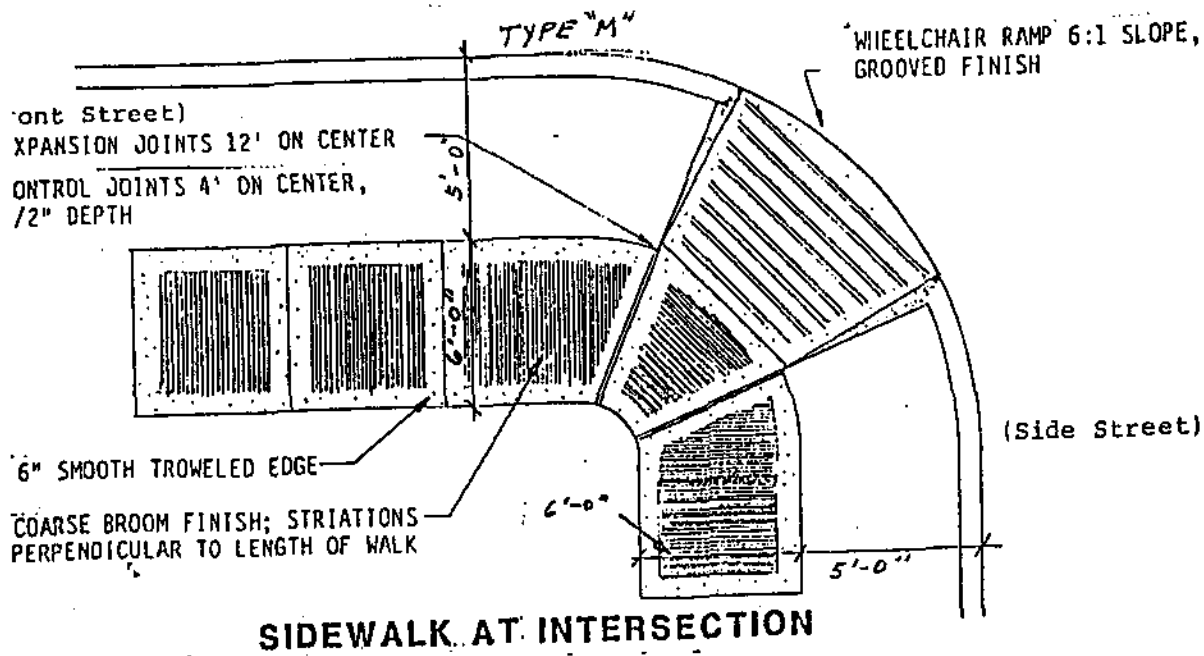
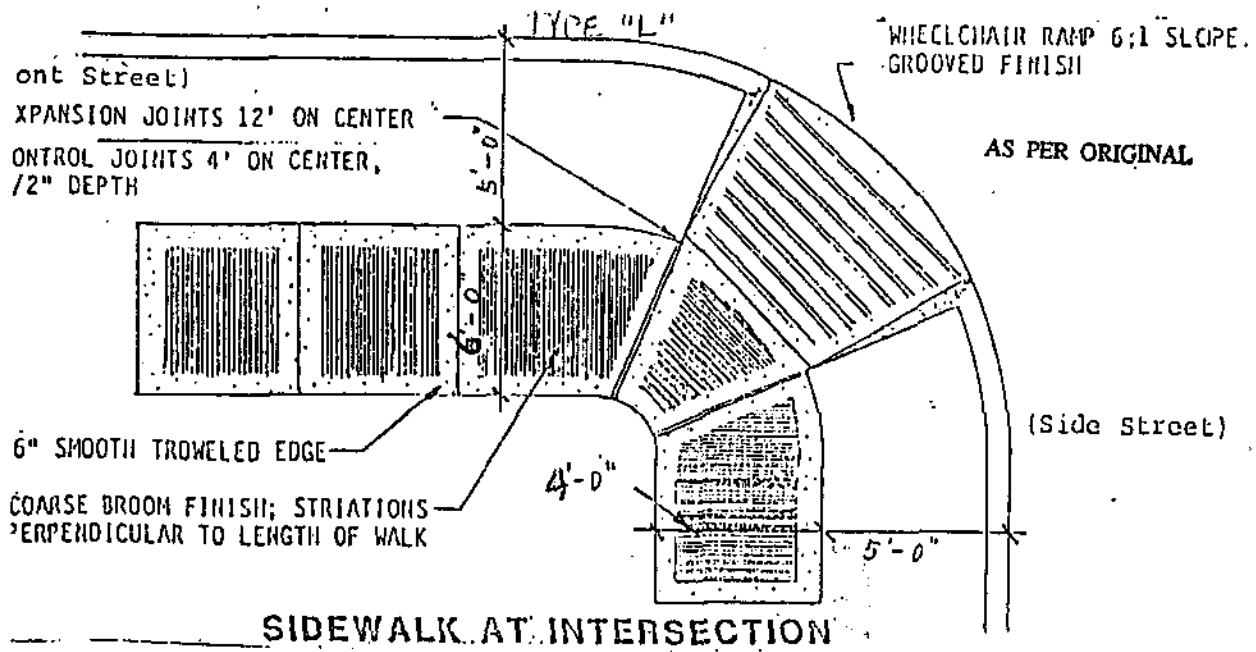
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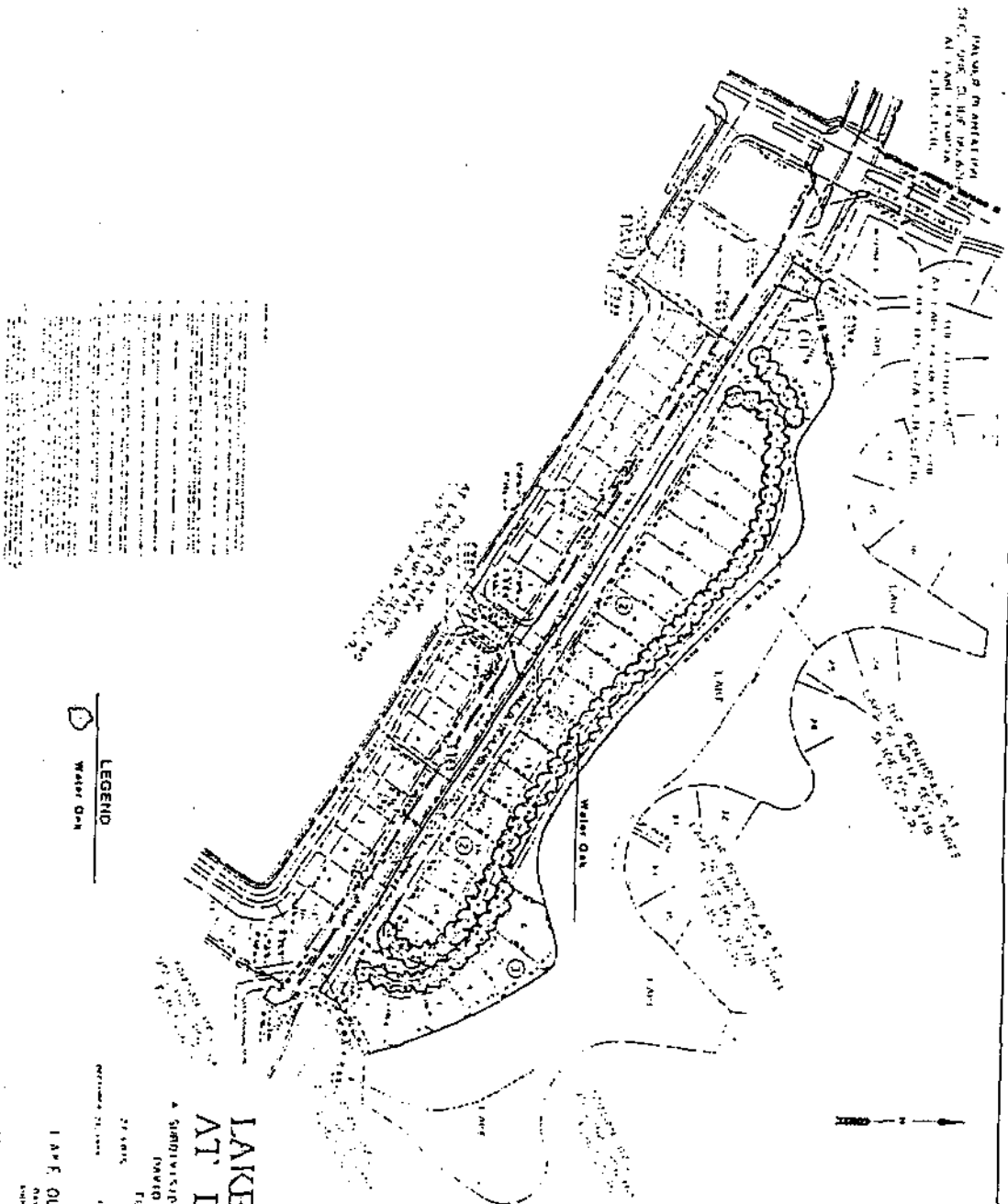
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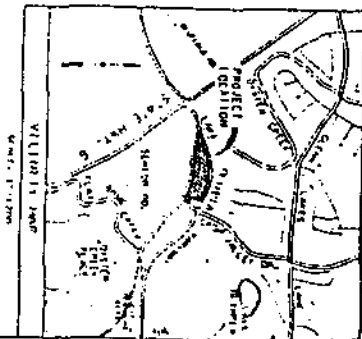
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THE LAKESIDE VILLAGE AT LAKE OLYMPIA
 A SUBDIVISION OF 19,000 APPROXIMATELY IN THE
 COUNTY OF DALLAS, TEXAS
 FOR THE CITY OF DALLAS, TEXAS
 PREPARED BY THE
 ENGINEER
 1964

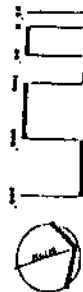
LEGEND
 WATER OAK

**Street Tree Plan For
 LAKESIDE VILLAGE
 AT LAKE OLYMPIA**
 A SUBDIVISION OF 19,000 APPROXIMATELY IN THE
 COUNTY OF DALLAS, TEXAS
 FOR THE CITY OF DALLAS, TEXAS
 PREPARED BY THE
 ENGINEER
 1964



AS PER ORIGINAL

TYPICAL NO.OF TREES - 2 PER LOT WITHIN

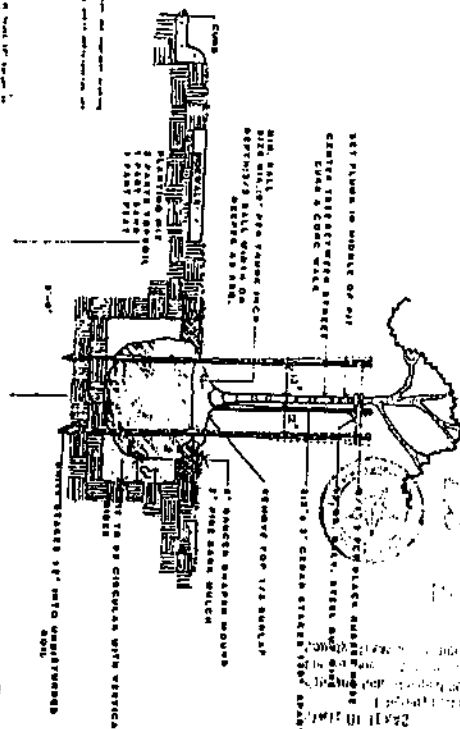


THESE PAGES CONTAIN NO INFORMATION

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STAKING DETAIL FOR TREES LESS THAN 3" CAL.

2172 2183

FILED

'89 DEC -1 P2:43

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the Official Records of Fort Bend
County, Texas as stamped by me.

DEC 5 1989



Dianne Wilson
County Clerk, Fort Bend Co., Tex.

DECLARATION OF ANNEXATION
FOR
MUSTANG CROSSING AT LAKE OLYMPIA
SECTION ONE

THE STATE OF TEXAS
COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by Lake Olympia Development N.V., a Netherlands Antilles corporation, doing business as AFG LAKE OLYMPIA, INC. ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B", and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions, and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of the portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions, and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as MUSTANG CROSSING AT LAKE OLYMPIA, SECTION ONE, (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions, and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold, and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants, and conditions shall be binding upon any person or entity owning or claiming any right, title, or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, covenants, and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Twelve (12), inclusive in Block One (1); Lots One through Sixteen (16), inclusive in Block Two (2); and Lots One (1) through Twenty-Nine (29), inclusive in Block Three (3). And all in Mustang Crossing at Lake Olympia Section One (1), a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 19548 in the Plat Records of Fort Bend County, Texas.

2. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary, and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the Lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

3. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include porte-cocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,600 square feet and not more than 2,500 square feet of living area if a one-story Living Unit and not less than 2,000 square feet and not more than 3,100 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 240 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable of all Lots of the Subdivision. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

4. There is added to Article VII new Sections 33 and 35 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches, and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill, and any other improvement, structure, or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

5. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

6. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.

7. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions, and reservations contained in the Declaration shall be and remain in full force and effect.
8. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 24th day of August, 1998.

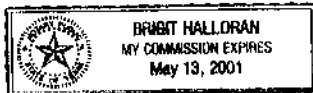
LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A AFG LAKE OLYMPIA, INC.

BY: [Signature]
ANDREW CHOY, President

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

This instrument was acknowledged before me on the 24th day of August, 1998 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a AFG LAKE OLYMPIA, INC., on behalf of said corporation.



Bright Halloran
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Bright Halloran
MY COMMISSION EXPIRES: May 13, 2001

STREET TREE PLANTING

ALL LOTS WILL RECEIVE STREET TREES. TWO (PLANTING 2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE OF THE LOT ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES SHALL HAVE A SPACING EQUIVALENT TO THE FRONT OF THE LOT SPACING AND SHALL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES IN THE FRONT OF THE LOT ARE REMOVED OR DIE EITHER DURING CONSTRUCTION OF THE HOME OR AT A LATER TIME. THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO REQUIRE STREET TREES ON WAZZU ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE
 - A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN): HORTICULTURE STANDARDS
 - B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION.
 - C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
 - D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES.
2. PRODUCT AND SPECIFICATIONS
 - A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
 - B. SEE CHART "AA" FOR TREE TYPES AND STREET LOCATION
 - C. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE.
 - D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS, OR ADJACENT PROPERTY.

CHART AA

STREET NAME	TREE TYPE	BOTANICAL NAME
MUSTANG CROSSING	EVERGREEN ELM	ULMUS SEMPERVIRENS
MUSTANG CROSSING COURT	EVERGREEN ELM	ULMUS SEMPERVIRENS
FREEDOM TREE DRIVE	LIVE OAK	QUERCUS VIRGINIANA

Rel: Lake Olympia Development
2700 Lake Olympia Parkway
Missouri City TX 77459

9014513

(4) UCP1
2198 1759

AMENDMENT OF RESTRICTIONS
AND DECLARATION OF ANNEXATION
OF OYSTER CREEK PLACE SECTION ONE

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIS AMENDMENT OF RESTRICTIONS AND DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT, N.V., a Netherland Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant") and lot owners of certain property described on Exhibit "D" attached hereto ("Lot Owners").

W I T N E S S E T H:

WHEREAS, Declarant is the owner and/or former owner of all or a portion of the properties described on Exhibits "A", "B", and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development;

WHEREAS, by virtue of a Declaration of Covenants, Conditions and Restrictions recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in such Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration described above (the Declaration and any and all amendments and supplements thereto being hereinafter called the "Declaration");

WHEREAS, as contemplated by the Declaration in Article IX, Section 3 thereof, Declarant now desires to annex a subdivision owned by the Lot Owners more particularly described on Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, which subdivision is known as Oyster Creek Place, Section One (the "Subdivision") and with the joinder of the Lot Owners to impose upon the property constituting the

[Signature]

Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property;

WHEREAS, the Subdivision is currently subject to those certain restrictions established by the Oyster Creek Place Association Restrictions ("Restrictions") dated October 11, 1984 and recorded in the Official Records of Fort Bend County, Texas, under Clerk's File No. 8507739 (Volume 1613, Page 792-816);

WHEREAS, the Lot Owners desire to amend such Restrictions by adopting the covenants, conditions and restrictions described in the Declaration, to the extent that the same are modified or amended herein, and by imposing on the Subdivision, such covenants, conditions and restrictions in lieu of the Restrictions.

NOW, THEREFORE, the Lot Owners hereby amend the Restrictions by deleting same in their entirety and by substituting in place thereof the Declaration, as amended hereby, and the Declarant and Lot Owners hereby declare that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall run with the property constituting the Subdivision and shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Amendment of Restrictions and

Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Eleven (11), inclusive, Lots Nineteen (19) through Seventy-One (71), inclusive, and Lots One Hundred (100) through One Hundred and Eight (108), inclusive, and Lots One Hundred Eleven (111) through One Hundred Fourteen (114), inclusive, in Block One (1), and Lots One (1) and Two (2) in Block Two (2), in OYSTER CREEK PLACE, SECTION ONE (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded on Slide No. 660B in the Plat Records of Fort Bend County, Texas, as replatted by a replat thereof, recorded on Slide No. 731A in the Plat Records of Fort Bend County, Texas, and as partially replatted by a partial replat thereof, recorded on Slide No. 919A in the Plat Records of Fort Bend County, Texas.

2. The first sentence of Article III, Section 9(b), "Rates of Assessment" is hereby amended to the following extent and to the following extent only:

(b) Anything herein to the contrary notwithstanding, the Assessment applicable to any Lot owned by a Builder upon which no Living Unit has been fully constructed and any Lot owned by Declarant or Vista Mortgage and Realty, Inc., shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Assessment.

3. Article V, Section 4, "Approval of Plans" is hereby amended to the following extent and to the following extent only:

(a) Plans for landscaping, except where they might affect existing trees on the Lot, and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting.

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems, or installations, but shall include any details of any exterior mechanical, electrical, and plumbing structures.

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

(d) All plans, submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show, but not be limited to, the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that: (i) the slab or foundation be of pier and beam or pier and slab construction, (ii) a tree preservation plan be provided, and/or (iii) adjustments be made in the location, height and extent of improvements, to the extent that the Architectural Control Committee believes that this may help to

preserve the maximum number of trees upon the Lot or within the subdivision.

(e) Notwithstanding anything contained herein or in the Declaration to the contrary, the existing improvements, inclusive of fencing and landscaping, on Lots 20, 21, 100, 101, 102, 104, 111, 112, 113, and 114 in Block One of the Subdivision are hereby approved and shall not be in violation of the terms and conditions thereof; provided, however, such approval is expressly limited to such existing improvements and any new improvements, whether or not in replacement of the existing improvements, shall be subject to all of the terms, provisions and conditions hereof.

4. The following sections of Article VII are amended as follows:

Section 2. Improvement of Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than (i) one detached single-family dwelling, which shall not exceed two and one-half (2-1/2) stories in height; (ii) no more than one private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the street and shall not face the side of the Lot, unless specifically approved in writing by the Architectural Control Committee; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed in writing by the Architectural Control Committee and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face towards the street which is the furthest from the building setback line for such Lot. The front exterior wall of a dwelling will be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,600 square feet of living area, if a one story Living Unit and not less than 2,000 square feet of living area, if a one and one-half story, two story or two and one-half story Living Unit. Notwithstanding the foregoing, the foregoing size requirements shall not be applicable to the Living Units currently constructed as of the date hereof on Lots 20, 21, 100, 101, 102, 104, 111, 112, 113, and 114 in Block One of the Subdivision, and in the event any Living Units on such Lots are damaged or destroyed, the rebuilt Living Unit shall in no event have less living area than the now existing Living Unit on such Lots. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and greenhouses. Measurements shall be to the face of the outermost exterior walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have

been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as in existence or (ii) asphalt or composition type shingles of a minimum of 235 pound - dimensional type, comparable in color to aged or weathered wood shingles. The decision to such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 27. Exceptions. For purpose of this Section 27 only, "Declarant" shall mean Vista Mortgage and Realty, Inc., its successors and assigns, and such rights granted to Vista Mortgage and Realty, Inc., pursuant to this Section, shall only extend to the Subdivision being annexed hereby; moreover, such rights shall not include, nor shall same impair or diminish, actions or approvals of the Architectural Control Committee.

5. There is added to Article VII new Sections 33 and 34 as follows:

Section 33. Window Coverings. Each owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are close, shall be on white or neutral color.

Section 34. Tree Preservation. The following shall apply to all Lots containing existing trees:

(a) For the purposes of the restrictions the term "Tree" shall mean those existing that are more than six (6) inches in diameter and a height of five (5) feet from the existing ground.

(b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the Lot in such a way as to minimize the number of Trees which must be cut or removed.

(c) A site plan reflecting the location of all existing Trees and their species, and the proposed location of all improvements, including, houses, garages, driveways, walkways, patios, decks, and any other improvements, structure or facility to be placed upon the Lot shall be submitted to and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing Trees during construction and as a result of proposed improvements shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction of any improvements on the Lot.

(e) The Architectural Control Committee shall have the right to require the installation of tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damage to Trees due to construction or improvements to be placed on the Lot.

6. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

7. By execution hereof, the Lot Owners agree to immediately cause Oyster Creek Place Association, a Texas nonprofit corporation, to either be, at the option of Declarant, dissolved or merged into Lake Olympia Civic Association.

8. The Declaration is further amended by substitution of the Exhibits "E" and "F", which are attached hereto and incorporated herein by reference for all purposes for the Exhibits "E" and "F" which are attached to the Declaration.

9. Except as to the extent the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.

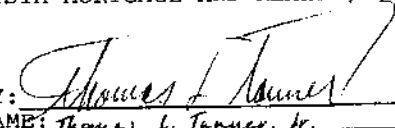
10. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

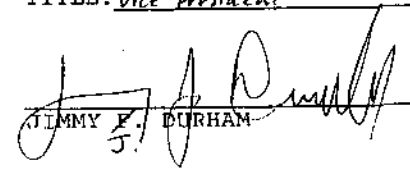
EXECUTED this 27th day of November, 1989.

LAKE OLYMPIA DEVELOPMENT, N.V.,
A NETHERLAND ANTILLES CORPORATION
d/b/a LAKE OLYMPIA DEVELOPMENT

BY: 
NAME: ANDREW CHOY
TITLE: PRESIDENT

VISTA MORTGAGE AND REALTY, INC.

BY: 
NAME: Thomas L. Turner, Jr.
TITLE: Vice President


JIMMY F. DURHAM

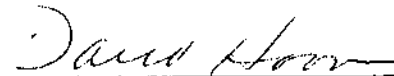

MICHELE DURHAM

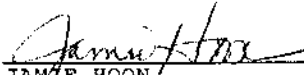
OWNERS OF LOTS 19 AND 20 IN BLOCK 1


TIM S. TIFFIN

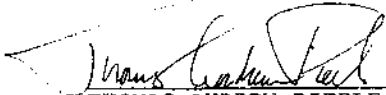

TRACI L. TIFFIN

OWNERS OF LOT 21 IN BLOCK 1


DAVID HOON


JAMIE HOON

OWNERS OF LOT 100 IN BLOCK 1


THOMAS ANDREW PIERLE

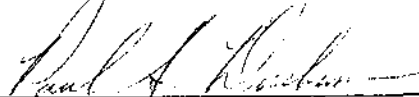

DENISE ANN PIERLE

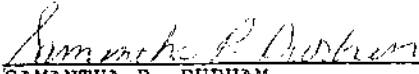
OWNERS OF LOT 101 IN BLOCK 1


FORREST M. FERGUSON

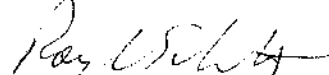

JANET M. FERGUSON

OWNERS OF LOT 102 IN BLOCK 1


PAUL A. DURHAM


SAMANTHA P. DURHAM

OWNERS OF LOT 104 IN BLOCK 1


ROY CLYDE SCHULTZ


ELISE SUE SCHULTZ

OWNERS OF LOT 111 IN BLOCK 1

Norman Lew
NORMAN LEW

Margarita F. Lew
MARGARITA FLORES LEW

OWNERS OF LOT 112 IN BLOCK 1

Francisco Hurtado
FRANCISCO HURTADO, JR.

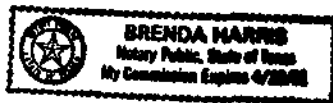
OWNER OF LOT 113 IN BLOCK 1

A. Lynne Arendell
A. LYNNE ARENDELL

OWNER OF LOT 114 IN BLOCK 1

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 27th
day of November, 1989, by Andrew Chou
President of LAKE OLYMPIA DEVELOPMENT, N.V.,
d/b/a LAKE OLYMPIA DEVELOPMENT, on behalf of said corporation.



Brenda Harris
NOTARY PUBLIC, STATE OF TEXAS
NAME: Brenda Harris
MY COMMISSION EXPIRES: 4/23/91

THE STATE OF TEXAS §
§
COUNTY OF ~~FORT BEND~~ §

This instrument was acknowledged before me on the 10th
day of April, 1989, by Thomas J. Batten
President of VISTA MORTGAGE AND REALTY, INC., on
behalf of said corporation.

Thomas J. Batten
NOTARY PUBLIC, STATE OF TEXAS
NAME: Thomas J. Batten
MY COMMISSION EXPIRES: 10-20-93

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 4th
 day of JANUARY, 1989, by JIMMY P. DURHAM.

R. J. Durham
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: R. J. DURHAM
 MY COMMISSION EXPIRES: 4-11-94

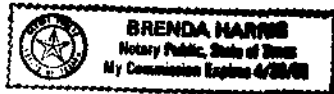
THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 4th
 day of JANUARY, 1989, by MICHELE DURHAM.

R. J. Durham
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: R. J. DURHAM
 MY COMMISSION EXPIRES: 4-11-94

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

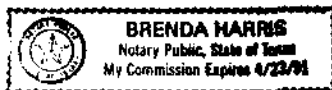
This instrument was acknowledged before me on the 20th
 day of December, 1989, by TIM S. TIFFIN.



Brenda Harris
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: Brenda Harris
 MY COMMISSION EXPIRES: 4/23/91

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 20th
 day of December, 1989, by TRACI L. TIFFIN.



Brenda Harris
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: Brenda Harris
 MY COMMISSION EXPIRES: 4/23/91

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

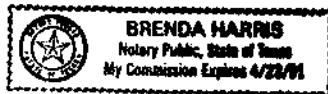
This instrument was acknowledged before me on the 11th
 day of December, 1989, by DAVID HOON.



Brenda Harris
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: Brenda Harris
 MY COMMISSION EXPIRES: 4/23/91

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

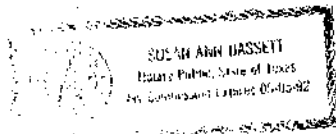
This instrument was acknowledged before me on the 11th
 day of December, 1989, by JAMIE HOON.



Brenda Harris
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: Brenda Harris
 MY COMMISSION EXPIRES: 4/23/91

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

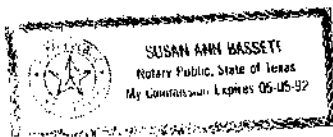
This instrument was acknowledged before me on the 7th
 day of December, 1989, by THOMAS ANDREW PIERLE.



Susan Ann Bassett
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: SUSAN ANN BASSETT
 MY COMMISSION EXPIRES: 5-5-92

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

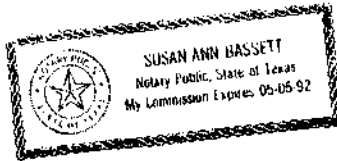
This instrument was acknowledged before me on the 7th
 day of December, 1989, by DENISE ANN PIERLE.



Susan Ann Bassett
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: SUSAN ANN BASSETT
 MY COMMISSION EXPIRES: 5-5-92

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

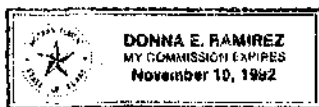
This instrument was acknowledged before me on the 7th
 day of December, 1989, by FORREST M. FERGUSON.



Susan Ann Bassett
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: SUSAN ANN BASSETT
 MY COMMISSION EXPIRES: 5-5-92

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

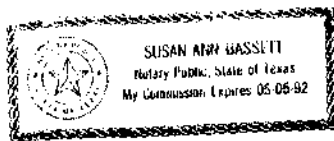
This instrument was acknowledged before me on the 22nd
 day of March, 1990, by JANET M. FERGUSON.



Donna E. Ramirez
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: Donna E. Ramirez
 MY COMMISSION EXPIRES: 11/10/92

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 17th
 day of December, 1989, by PAUL A. DURHAM.



Susan Ann Bassett
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: SUSAN ANN BASSETT
 MY COMMISSION EXPIRES: 5-5-92

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 7th
 day of December, 1989, by SAMANTHA P. DURHAM.



Susan Ann Bassett
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: SUSAN ANN BASSETT
 MY COMMISSION EXPIRES: 5-5-92

THE STATE OF TEXAS §
COUNTY OF Dallas §

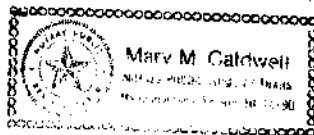
This instrument was acknowledged before me on the 14
day of February, 1989, by ROY CLYDE SCHULTZ.



Mary M Caldwell
NOTARY PUBLIC, STATE OF TEXAS
NAME: Mary M Caldwell
MY COMMISSION EXPIRES: 10-14-90

THE STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 14
day of February, 1989, by ELISE SUE SCHULTZ.



Mary M Caldwell
NOTARY PUBLIC, STATE OF TEXAS
NAME: Mary M Caldwell
MY COMMISSION EXPIRES: 10-14-90

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 19th
day of December, 1989, by NORMAN LEW.



Brenda Harris
NOTARY PUBLIC, STATE OF TEXAS
NAME: Brenda Harris
MY COMMISSION EXPIRES: 4/23/91

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

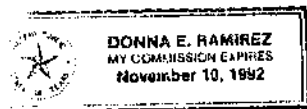
This instrument was acknowledged before me on the 19th
day of December, 1989, by MARGARITE FLORES LEW.



Brenda Harris
NOTARY PUBLIC, STATE OF TEXAS
NAME: Brenda Harris
MY COMMISSION EXPIRES: 4/23/91

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 23rd
 day of March, 1989, by FRANCISCO HURTADO, JR.
 1990



Donna E. Ramirez
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: Donna E. Ramirez
 MY COMMISSION EXPIRES: 11/10/92

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 7th
 day of March, 1989, by A. LYNNE ARENDELL.
 90 52



Susan Ann Bassett
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: Susan Ann Bassett
 MY COMMISSION EXPIRES: 5-5-92

048908.001(5)1sd

STREET TREE PLANTING EXHIBIT 'F'

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE LOTS ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES WILL HAVE A SPACING EQUIVALENT TO THE FRONT LOT SPACING.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES ARE REMOVED OR DIE. THE ARCHITECTURAL REVIEW COMMITTEE DOES RESERVE THE RIGHT TO REQUIRE STREETS ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

PART 1 - GENERAL

1. DESCRIPTION OF WORK

- A. PREPARING PITS AND POCKETS FOR STREET TREE PLANTINGS.

2. QUALITY ASSURANCE

- A. CONTRACTOR QUALIFICATIONS; MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
- B. REFERENCE STANDARDS; AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN); HORTICULTURAL HORTICULTURAL STANDARDS, 1973.
- C. SOURCE CONTROL: DO NOT MAKE SUBSTITUTIONS.

3. SUBMITTALS

SUBMIT MANUFACTURER'S OR VENDOR'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS AND FERTILIZER MATERIALS.

4. PRODUCT SPECIFICATIONS AND HANDLING

- A. SEE CHART 'AA' FOR TREE TYPES AND LOCATIONS.

ALL TREES WILL BE CONTAINER GROWN TREES 2 1/2" CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
- B. DELIVERY:
 - 1. DELIVER PLANTS WITH LEGIBLE I.D. LABELS ON EXAMPLE PLANTS.
 - 2. DELIVER FERTILIZER, PEAT, MULCH AND ALL OTHER SOIL AMENDMENTS TO SITE IN ORIGINAL UNOPENED CONTAINERS BEARING MANUFACTURER'S GUARANTEED ANALYSIS.
- C. STORAGE:
 - 1. PROTECT ROOTS OF TREES FROM DRYING OR OTHER INJURY.

5. JOB CONDITIONS

BEFORE EXCAVATIONS ARE MADE, TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING TURF AREAS.

6. GUARANTEE

- A. GUARANTEE NEW TREES FOR ONE YEAR AFTER ACCEPTANCE OF FINAL INSTALLATION.
- B. MAKE REPLACEMENT DURING ONE YEAR GUARANTEE PERIOD WITH ORIGINAL SIZE AND PLANTING MIXTURE.

- C. MAINTAIN AFTER EACH ITEM IS PLANTED AND CONTINUE UNTIL INSTALLATION IS COMPLETED AND ACCEPTED:
WEEDING, WATERING, PRUNING, SPRAYING, FERTILIZING

PART 2 - PRODUCTS

1. MATERIALS

- A. PLANT MATERIALS:
1. TRUE TO BOTANICAL AND COMMON NAME AND VARIETY.
 2. FREE FROM DISEASE, INSECTS, KNOTS, SUNSCALD, WINDBURN, ABRASIONS OR DISFIGUREMENT.
 3. CONFORM TO MEASUREMENTS INDICATED AFTER PRUNING WITH BRANCHES IN NORMAL POSITION.
 4. CONFORM TO AAN STANDARDS.
- B. TOPSOIL; NATURAL, FERTILE AND FRIABLE SOILS HAVING TEXTURAL CLASSIFICATIONS OF SILT OR CLAY LOAM WITHOUT ADMIXTURE OR SUBSOIL MATERIAL. IT SHALL CONTAIN A NORMAL AMOUNT OF DECOMPOSED ORGANIC MATTER AND SHALL BE FREE OF STONES, NUTGRASS OR OTHER FOREIGN MATTER OR GRASSES.
- C. COMMERCIAL FERTILIZER: COMPLETE FERTILIZER DERIVED FROM ORGANIC SOURCES, BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS AND GUARANTEE THAT IT MEETS THE FOLLOWING REQUIREMENTS:
1. LOOSE COMMERCIAL FERTILIZER SHALL BE 12-24-12 GRANULAR. THOROUGHLY MIX 1/2 LB. PER C.Y. OF PLANTING MIX.
 2. FERTILIZER TABLETS SHALL BE 21 GRAM AGRIFORM PLANTING TABLETS WITH ANALYSIS:
20-10-5 AS MANUFACTURED BY SIERRA CHEMICAL CO. OR EQUAL. PLACE 1 TABLET PER 1/2' CAL. AND TABLETS EVENLY AROUND ROOTBALL.
- D. PRE-EMERGENCE HERBICIDE: DACTHAL ACCORDING TO AAN STANDARDS.
- E. MULCH:
1. PEAT MOSS - DOMESTIC PRODUCT CONSISTING OF 98% PARTIALLY DECOMPOSED ORGANIC MATERIAL OF NATURAL OCCURRENCE. IT SHALL BE CLEAN AND FREE OF FOREIGN SUBSTANCE.
 2. WOOD BARK - NATURAL PRODUCT OF SHREDDED SOUTHERN PINE BARK. FREE FROM WEEK, SEED, SOIL, DISEASES AND INSECTS.
- F. ROOT ACTIVATOR: CARL POOL ROOT ACTIVATOR.
- G. GUYING AND STAKING MATERIAL: STAKES 120' APART, 3 - 2"x2" CEDAR DRIVE STAKES AT LEAST 12" INTO UNDISTURBED SOIL. 12" GALVANIZED STEEL GUY WIRE. 3/4" 2 PLY BLACK RUBBER HOSE.
- H. TREE WOUND PAINT: APPROVED COMMERCIAL PRODUCT.
- I. WATER: FREE OF OIL, ACIDS, ALKALI, SALT AND OTHER SUBSTANCES HARMFUL TO PLANT GROWTH. CONTRACTOR TO PROVIDE TEMPORARY HOSES. WATER FURNISHED ON SITE.
- J. SAND: WASHED BUILDERS SAND.

2. MIXES

- A. PLANTING MIXTURE
1. TOPSOIL: TWO PARTS
 2. PEAT: ONE PART
 3. SAND: ONE PART

PART 3 - EXECUTION

1. INSPECTION

- A. INSPECT TREES FOR INJURY, INSECT INFESTATION AND IMPROPER PRUNING.
- B. DO NOT BEGIN PLANTING OR WRAPPING OF TREES UNTIL DEFICIENCIES ARE CORRECTED OR TREES REPLACED.

2. FIELD MEASUREMENTS

- A. STAKE LOCATIONS OF TREES.

3. EXCAVATION FOR PLANTING

- A. DIG IN CIRCULAR SHAPE WITH VERTICAL SIDES AT LEAST 12" LARGER IN DIAMETER THAN PLANT BALL AND DEEP ENOUGH BELOW ADJACENT GRADE OR CURB TO ACCOMMODATE BALL PLUS AT LEAST 6" MORE. THOROUGHLY LOOSEN NATURAL BOTTOM OF PIT.
- B. OBSTRUCTIONS BELOW GROUND:
 - 1. REMOVE ROCK OR UNDERGROUND OBSTRUCTIONS TO DEPTH NECESSARY TO PERMIT PLANTING.
 - 2. AVOID DAMAGING UNDERGROUND UTILITY LINES.
 - 3. REPAIR DAMAGE TO EXISTING UTILITIES.

4. GENERAL PREPARATION/PLANTING

- A. PLACE PLANTING MIXTURE IN BOTTOM OF EACH PIT SUFFICIENTLY DEEP TO SUPPORT TREE SO THAT FINISH GRADE AT THE PLANT WILL BE SAME AS THAT WHICH IT WAS GROWN. CENTER TREE IN PIT WITH PROPER ORIENTATION. ALL TREES SHALL BE PLACED STRAIGHT AND UPRIGHT. FILLING: USING PLANTING MIXTURE, FILL ALL POCKETS.
- B. APPLY MANUFACTURER'S RECOMMENDED RATE OF PRE-EMERGENCE HERBICIDE AND ROOT ACTIVATOR.
- C. APPLY 2" MULCH TOP DRESSING.
- D. THOROUGHLY WATER TREES.
- E. BUILD 2" SAUCER AROUND TREES TO FORM WATER BASIN.
- F. FOR BALLED AND BURLAPPED TREES:
 - 1. PLACE WITH BURLAP INTACT - REMOVE TOP 1/3 OF BURLAP.
 - 2. DO NOT PULL BURLAP FROM BALL.
 - 3. DO NOT PLANT IF BALL IS CRACKED OR BROKEN.
- G. GUY TREES 2 1/2 CALIPER AND OVER.
- H. PRUNING: UPON COMPLETION OF PLANTING, PRUNE ALL TREES, REMOVE DEAD OR INJURED TWIGS AND SUCKERS. MAKE ALL CUTS FLUSH, LEAVING NO STUDS. TREAT LARGER CUTS WITH APPROVED TREE PAINT.
- I. WATERING:
 - 1. WATER WHEN SOIL MOISTURE IS BELOW OPTIMUM LEVEL FOR BEST PLANT GROWTH.
 - 2. WATER TWICE A WEEK DURING INITIAL DRY WEATHER.

5. CLEAN-UP

REMOVE ANY SOIL, PEAT MOSS OR SIMILAR MATERIAL FROM PAVED AREAS, WALKS, ETC. REMOVE ALL EXCESS MATERIAL AND DEBRIS RESULTING FROM OPERATION OF STREET TREE PLANTING.

CHART "AA"

STREET NAME	TREE TYPE	BOTANICAL NAME
CORRAL TREE PLACE	SHUMARD OAK	QUERCUS SHUMARDI
BUCKEYE PLACE	WATER OAK	ULMUS CRASSIFOLIA
HYACINTH PLACE	CEDAR ELM	QUERCUS NIGRA
CATALPA PLACE	PECAN	CARYA ILLINOENSIS
HAWTHORN PLACE	LIVE OAK	QUERCUS VIRGINIANA
MYRTLE LANE	LIVE OAK	QUERCUS VIRGINIANA

F112

'90 MAR 28 P1:02

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF FORT BEND

I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the Official Records of Fort Bend
County, Texas as stamped by me.

MAR 30 1990



Dianne Wilson
County Clerk, Fort Bend Co., Tex.

When Recorded, Return to:

Charles S. Patterson, Jr.
Leonard MARSH HURT Terry + BLINN
A PROFESSIONAL CORPORATION
Suite 2000
6200 TRAVIS
Houston, TX 77002

CORRECTED DECLARATION OF ANNEXATION

OYSTER CREEK PLACE AT
LAKE OLYMPIA SECTION THREE

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIS CORRECTED DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT, N.V., a Netherland Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant") and VISTA MORTGAGE AND REALTY, INC. ("Vista").

W I T N E S S E T H:

WHEREAS, Declarant is the owner and/or former owner of all or a portion of the properties described on Exhibits "A", "B", and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development;

WHEREAS, by virtue of a Declaration of Covenants, Conditions and Restrictions recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in such Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration described above (the Declaration and any and all amendments and supplements thereto being hereinafter called the "Declaration");

WHEREAS, as contemplated by the Declaration in Article IX, Section 3 thereof, Declarant now desires to annex a subdivision owned by Vista more particularly described on Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, which subdivision is to be known as OYSTER CREEK PLACE at Lake Olympia Section Three (the "Subdivision") and with the joinder of Vista to impose upon the property constituting the

Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, the Declarant and Vista hereby declare that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall run with the property constituting the Subdivision and shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Nine (9), inclusive in Block One (1) and Lots One (1) through Seven (7), inclusive in Block Two (2), all in Oyster Creek Place at Lake Olympia Section Three, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 9968 in the Plat Records of Fort Bend County, Texas. *At*

2. The first sentence of Article III, Section 9(b), "Rates of Assessment" is hereby amended to the following extent and to the following extent only:

(b) Anything herein to the contrary notwithstanding, the Assessment applicable to any Lot owned by a Builder upon which no Living Unit has been fully constructed and any Lot owned by Declarant or Vista Mortgage and Realty, Inc., shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Assessment.

3. Article V, Section 4, "Approval of Plans" is hereby amended to the following extent and to the following extent only:

(a) Plans for landscaping, except where they might affect existing trees on the Lot, and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems, or installations, but shall include any details of any exterior mechanical, electrical, and plumbing structures;

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan;

(d) All plans, submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show, but not be limited to, the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that: (i) the slab or foundation be of pier and beam or pier and slab construction, (ii) a tree preservation plan be provided, and/or (iii) adjustments be made in the location, height and extent of improvements, to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

4. The following sections of Article VII are amended as follows:

Section 2. Improvement of Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than (1) one detached single-family dwelling, which shall not exceed two and one-half (2-1/2) stories in height; (ii) no more than one private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the side of the Lot and shall not face the street, unless specifically approved in writing by the Architectural Control Committee; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed in writing by the Architectural Control Committee and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face towards the street which is the furthest from the building setback line for such Lot. The front exterior wall of a dwelling will be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.

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Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,600 square feet of living area, if a one story Living Unit and not less than 2,000 square feet of living area, if a one and one-half story, two story or two and one-half story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and greenhouses. Measurements shall be to the face of the outermost exterior walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as in existence or (ii) asphalt or composition type shingles of a minimum of 250 pound - dimensional type, comparable in color to aged or weathered wood shingles. The decision to such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. all garage doors shall open to the side of the Lot and not face the street, unless specifically approved in writing by the Architectural Control Committee. No garage shall be any closer to the street in the back of the house, unless specifically approved in writing by the Architectural Control Committee.

Section 27. Exceptions. For purposes of this Section 27 only, "Declarant" shall mean Vista, its successors and assigns and such rights granted to the Declarant pursuant to this Section shall only extend to the Subdivision being annexed hereby; moreover, such rights shall not include, nor shall same impair or diminish, actions or approvals of the Architectural Control Committee.

5. There is added to Article VII new Sections 33 and 34 as follows:

Section 33. Window Coverings. Each owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are close, shall be on white or neutral color.

Section 34. Tree Preservation. The following shall apply to all Lots containing existing trees:

(a) For the purposes of the restrictions the term "Tree" shall mean those existing that are more than six (6) inches in diameter and a height of five (5) feet from the existing ground.

(b) Every effort must be made to locate all improvements, drives, trenches and other structures to

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be placed upon the Lot in such a way as to minimize the number of Trees which must be cut or removed.

(c) A site plan reflecting the location of all existing Trees and their species, and the proposed location of all improvements, including, houses, garages, driveways, walkways, patios, decks, and any other improvements, structure or facility to be placed upon the Lot shall be submitted to and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing Trees during construction and as a result of proposed improvements shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction of any improvements on the Lot.

(e) The Architectural Control Committee shall have the right to require the installation of tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damage to Trees due to construction or improvements to be placed on the Lot.

6. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

7. By execution hereof, the Lot Owners agree to immediately cause Oyster Creek Place Association, a Texas nonprofit corporation, to either be, at the option of Declarant, dissolved or merged into Lake Olympia Civic Association.

8. The Declaration is further amended by substitution of the Exhibits "E" and "F", which are attached hereto and incorporated herein by reference for all purposes for the Exhibits "E" and "F" which are attached to the Declaration.

9. Except as to the extent the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.

10. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

11. This Declaration of Annexation is made in place of and to correct that certain Declaration of Annexation executed by

gls

AS PER ORIGINAL

Lake Olympia Development, N.V., and Vista Mortgage and Realty, Inc., dated August 16, 1989 and recorded in Volume 2145, Page 2024 of the Official Records of Fort Bend County, Texas. By mistake, that Declaration of Annexation inadvertently omitted the paragraphs now set forth as Paragraphs 2 and 6 hereof. This Corrected Declaration of Annexation is made by Lake Olympia Development, N.V., and Vista Mortgage and Realty, Inc., to correct these mistakes, is effective on August 16, 1989, and in all other respects confirms the former Declaration of Annexation.

EXECUTED this 16th day of November, 1989.

THE RYLAND GROUP, INC.

LAKE OLYMPIA DEVELOPMENT, N.V.,
A NETHERLAND ANTILLES CORPORATION
d/b/a LAKE OLYMPIA DEVELOPMENT

BY: [Signature]
NAME: [Signature]
TITLE: [Signature]

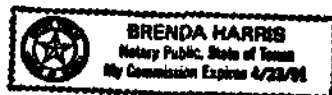
BY: [Signature]
NAME: ANDREW CHOY
TITLE: PRESIDENT

VISTA MORTGAGE AND REALTY, INC.

BY: [Signature]
NAME: Thomas L. Tanner, Jr.
TITLE: Vice President

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 27th day of November, 1989, by Andrew Choy, President of LAKE OLYMPIA DEVELOPMENT, N.V., d/b/a LAKE OLYMPIA DEVELOPMENT, on behalf of said corporation.



Brenda Harris
NOTARY PUBLIC, STATE OF TEXAS
NAME: Brenda Harris
MY COMMISSION EXPIRES: 4/23/91

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AS PER ORIGINAL

THE STATE OF TEXAS §
 COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 10th
 day of November, 1989, by Linda Bern Bittens,
per Power of Attorney of VISTA MORTGAGE AND REALTY, INC., on
 behalf of said corporation.

Linda Bern Bittens
 NOTARY PUBLIC, STATE OF TEXAS

NAME: Linda Bern Bittens

MY COMMISSION EXPIRES: 8-20-95

048913.042(2)1sd

THE STATE OF TEXAS
 COUNTY OF FORT BEND

This instrument was acknowledged before me on the 31st
 day of December, 1989, by Raymond W. Ryland,
V.P. of Development of THE RYLAND GROUP, INC., on behalf of said
 corporation.

Linda Appleby
 NOTARY PUBLIC, STATE OF TEXAS

NAME: Linda Appleby

MY COMMISSION EXPIRES: 3-13-91

LINDA APPLEBY, Notary Public
 My Commission Expires 3-13-91

Return To: Luke Olympia Development
 2700 Luke Olympia Pkwy
 Missouri City, TEXAS 77459 -7-

9B

DECLARATION OF ANNEXATION

OYSTER CREEK PLACE AT
LAKE OLYMPIA SECTION FIVE

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT, N.V., a Netherland Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant") and VISTA MORTGAGE AND REALTY, INC. ("Vista").

W I T N E S S E T H:

WHEREAS, Declarant is the owner and/or former owner of all or a portion of the properties described on Exhibits "A", "B", and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development;

WHEREAS, by virtue of a Declaration of Covenants, Conditions and Restrictions recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in such Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration described above (the Declaration and any and all amendments and supplements thereto being hereinafter called the "Declaration");

WHEREAS, as contemplated by the Declaration in Article IX, Section 3 thereof, Declarant now desires to annex a subdivision owned by Vista more particularly described on Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, which subdivision is to be known as OYSTER CREEK PLACE at Lake Olympia Section Five (the "Subdivision") and with the joinder of Vista to impose upon the property constituting the

Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, the Declarant and Vista hereby declare that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall run with the property constituting the Subdivision and shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Fifteen (15), inclusive in Block One (1), and Lots One (1) through Twenty (20) in Block Two (2), inclusive in Block Two (2), all in Oyster Creek Place at Lake Olympia Section Five, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 1091A in the Plat Records of Fort Bend County, Texas.

2. The first sentence of Article III, Section 9(b), "Rates of Assessment" is hereby amended to the following extent and to the following extent only:

(b) Anything herein to the contrary notwithstanding, the Assessment applicable to any Lot owned by a Builder upon which no Living Unit has been fully constructed and any Lot owned by Declarant or Vista Mortgage and Realty, Inc., shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Assessment.

3. Article V, Section 4, "Approval of Plans" is hereby amended to the following extent and to the following extent only:

(a) Plans for landscaping, except where they might affect existing trees on the Lot, and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems, or installations, but shall include any details of any exterior mechanical, electrical, and plumbing structures;

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan;

(d) All plans, submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show, but not be limited to, the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that: (i) the slab or foundation be of pier and beam or pier and slab construction, (ii) a tree preservation plan be provided, and/or (iii) adjustments be made in the location, height and extent of improvements, to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

4. The following sections of Article VII are amended as follows:

Section 2. Improvement of Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than (1) one detached single-family dwelling, which shall not exceed two and one-half (2-1/2) stories in height; (ii) no more than one private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the side of the Lot and shall not face the street, unless specifically approved in writing by the Architectural Control Committee; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed in writing by the Architectural Control Committee and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face towards the street which is the furthest from the building setback line for such Lot. The front exterior wall of a dwelling will be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,600 square feet of living area, if a one story Living Unit and not less than 2,000 square feet of living area, if a one and one-half story, two story or two and one-half story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and greenhouses. Measurements shall be to the face of the outermost exterior walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as in existence or (ii) asphalt or composition type shingles of a minimum of 250 pound - dimensional type, comparable in color to aged or weathered wood shingles. The decision to such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the side of the Lot and not face the street, unless specifically approved in writing by the Architectural Control Committee. No garage shall be any closer to the street in the back of the house, unless specifically approved in writing by the Architectural Control Committee.

Section 27. Exceptions. For purposes of this Section 27 only, "Declarant" shall mean Vista, its successors and assigns and such rights granted to the Declarant pursuant to this Section shall only extend to the Subdivision being annexed hereby; moreover, such rights shall not include, nor shall same impair or diminish, actions or approvals of the Architectural Control Committee.

5. There is added to Article VII new Sections 33 and 34 as follows:

Section 33. Window Coverings. Each owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are close, shall be on white or neutral color.

Section 34. Tree Preservation. The following shall apply to all Lots containing existing trees:

(a) For the purposes of the restrictions the term "Tree" shall mean those existing that are more than six (6) inches in diameter and a height of five (5) feet from the existing ground.

(b) Every effort must be made to locate all improvements, drives, trenches and other structures to

be placed upon the Lot in such a way as to minimize the number of Trees which must be cut or removed.

(c) A site plan reflecting the location of all existing Trees and their species, and the proposed location of all improvements, including, houses, garages, driveways, walkways, patios, decks, and any other improvements, structure or facility to be placed upon the Lot shall be submitted to and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing Trees during construction and as a result of proposed improvements shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction of any improvements on the Lot.

(e) The Architectural Control Committee shall have the right to require the installation of tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damage to Trees due to construction or improvements to be placed on the Lot.

6. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

7. The Declaration is further amended by substitution of the Exhibits "E" and "F", which are attached hereto and incorporated herein by reference for all purposes for the Exhibits "E" and "F" which are attached to the Declaration.

8. Except as to the extent the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.

9. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

EXECUTED this 25th day of November, 1998¹

LAKE OLYMPIA DEVELOPMENT, N.V.,
A NETHERLAND ANTILLES CORPORATION
d/b/a LAKE OLYMPIA DEVELOPMENT

BY:

NAME:

Andrew Chay

TITLE:

Managing Director

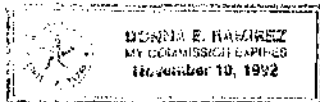
Return To:
Lake Olympia Development
2700 Lake Olympia Parkway
Missouri City, Texas 77459

VISTA MORTGAGE AND REALTY, INC.

BY: [Signature]
 NAME: Scott A. Johnson
 TITLE: ASST. VICE PRESIDENT

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

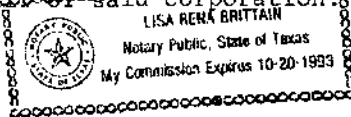
This instrument was acknowledged before me on the 25th
 day of November, 1998, by Andrew Choy
Managing Director of LAKE OLYMPIA DEVELOPMENT, N.V.,
 d/b/a LAKE OLYMPIA DEVELOPMENT, on behalf of said corporation.



[Signature]
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: Donna E. Ramirez
 MY COMMISSION EXPIRES: 10/10/92

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 19th
 day of November, 1998, by Scott A. Johnson,
ASST. VICE PRESIDENT of VISTA MORTGAGE AND REALTY, INC., on
 behalf of said corporation.



[Signature]
 NOTARY PUBLIC, STATE OF TEXAS
 NAME: Lisa Rena Brittain
 MY COMMISSION EXPIRES: 10/20/93

049016.013(1)1sd

**STREET TREE PLANTING
EXHIBIT 'F'**

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE LOTS ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES WILL HAVE A SPACING EQUIVALENT TO THE FRONT LOT SPACING.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES ARE REMOVED OR DIE. THE ARCHITECTURAL REVIEW COMMITTEE DOES RESERVE THE RIGHT TO REQUIRE STREETS ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

PART 1 - GENERAL

1. DESCRIPTION OF WORK

- A. PREPARING PITS AND POCKETS FOR STREET TREE PLANTINGS.

2. QUALITY ASSURANCE

- A. CONTRACTOR QUALIFICATIONS: MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
- B. REFERENCE STANDARDS; AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN); HORTICULTURAL STANDARDS, 1973.
- C. SOURCE CONTROL: DO NOT MAKE SUBSTITUTIONS.

3. SUBMITTALS

SUBMIT MANUFACTURER'S OR VENDOR'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS AND FERTILIZER MATERIALS.

4. PRODUCT SPECIFICATIONS AND HANDLING

- A. SEE CHART 'AA' FOR TREE TYPES AND LOCATIONS.

ALL TREES WILL BE CONTAINER GROWN TREES 2 1/2" CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
- B. DELIVERY:
 - 1. DELIVER PLANTS WITH LEGIBLE I.D. LABELS ON EXAMPLE PLANTS.
 - 2. DELIVER FERTILIZER, PEAT, MULCH AND ALL OTHER SOIL AMENDMENTS TO SITE IN ORIGINAL UNOPENED CONTAINERS BEARING MANUFACTURER'S GUARANTEED ANALYSIS.
- C. STORAGE:
 - 1. PROTECT ROOTS OF TREES FROM DRYING OR OTHER INJURY.

5. JOB CONDITIONS

BEFORE EXCAVATIONS ARE MADE, TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING TURF AREAS.

6. GUARANTEE

- A. GUARANTEE NEW TREES FOR ONE YEAR AFTER ACCEPTANCE OF FINAL INSTALLATION.
- B. MAKE REPLACEMENT DURING ONE YEAR GUARANTEE PERIOD WITH ORIGINAL SIZE AND PLANTING MIXTURE.

- C. MAINTAIN AFTER EACH ITEM IS PLANTED AND CONTINUE UNTIL INSTALLATION IS COMPLETED AND ACCEPTED:
WEEDING, WATERING, PRUNING, SPRAYING, FERTILIZING

PART 2 - PRODUCTS

1. MATERIALS

- A. PLANT MATERIALS:
1. TRUE TO BOTANICAL AND COMMON NAME AND VARIETY.
 2. FREE FROM DISEASE, INSECTS, KNOTS, SUNSCALD, WINDBURN, ABRASIONS OR DISFIGUREMENT.
 3. CONFORM TO MEASUREMENTS INDICATED AFTER PRUNING WITH BRANCHES IN NORMAL POSITION.
 4. CONFORM TO AAN STANDARDS.
- B. TOPSOIL: NATURAL, FERTILE AND FRIABLE SOILS HAVING TEXTURAL CLASSIFICATIONS OF SILT OR CLAY LOAM WITHOUT ADMIXTURE OR SUBSOIL MATERIAL. IT SHALL CONTAIN A NORMAL AMOUNT OF DECOMPOSED ORGANIC MATTER AND SHALL BE FREE OF STONES, NUTGRASS OR OTHER FOREIGN MATTER OR GRASSES.
- C. COMMERCIAL FERTILIZER: COMPLETE FERTILIZER DERIVED FROM ORGANIC SOURCES, BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS AND GUARANTEE THAT IT MEETS THE FOLLOWING REQUIREMENTS:
1. LOOSE COMMERCIAL FERTILIZER SHALL BE 12-24-12 GRANULAR. THOROUGHLY MIX 1/2 LB. PER C.Y. OF PLANTING MIX.
 2. FERTILIZER TABLETS SHALL BE 21 GRAM AGRIFORM PLANTING TABLETS WITH ANALYSIS: 20-10-5 AS MANUFACTURED BY SIERRA CHEMICAL CO. OR EQUAL. PLACE 1 TABLET PER 1/2' CAL. AND TABLETS EVENLY AROUND ROOTBALL.
- D. PRE-EMERGENCE HERBICIDE: DACTHAL ACCORDING TO AAN STANDARDS.
- E. MULCH:
1. PEAT MOSS - DOMESTIC PRODUCT CONSISTING OF 98% PARTIALLY DECOMPOSED ORGANIC MATERIAL OF NATURAL OCCURRENCE. IT SHALL BE CLEAN AND FREE OF FOREIGN SUBSTANCE.
 2. WOOD BARK - NATURAL PRODUCT OF SHREDDED SOUTHERN PINE BARK. FREE FROM WEEK, SEED, SOIL, DISEASES AND INSECTS.
- F. ROOT ACTIVATOR: CARL POOL ROOT ACTIVATOR.
- G. GUYING AND STAKING MATERIAL: STAKES 120' APART, 3 - 2"x2" CEDAR DRIVE STAKES AT LEAST 12" INTO UNDISTURBED SOIL. 12" GALVANIZED STEEL GUY WIRE. 3/4" 2 PLY BLACK RUBBER HOSE.
- H. TREE WOUND PAINT: APPROVED COMMERCIAL PRODUCT.
- I. WATER: FREE OF OIL, ACIDS, ALKALI, SALT AND OTHER SUBSTANCES HARMFUL TO PLANT GROWTH. CONTRACTOR TO PROVIDE TEMPORARY HOSES. WATER FURNISHED ON SITE.
- J. SAND: WASHED BUILDERS SAND.

2. MIXES

- A. PLANTING MIXTURE
1. TOPSOIL: TWO PARTS
 2. PEAT: ONE PART
 3. SAND: ONE PART

PART 3 - EXECUTION

1. INSPECTION

- A. INSPECT TREES FOR INJURY, INSECT INFESTATION AND IMPROPER PRUNING.
- B. DO NOT BEGIN PLANTING OR WRAPPING OF TREES UNTIL DEFICIENCIES ARE CORRECTED OR TREES REPLACED.

2. FIELD MEASUREMENTS

- A. STAKE LOCATIONS OF TREES.

3. EXCAVATION FOR PLANTING

- A. DIG IN CIRCULAR SHAPE WITH VERTICAL SIDES AT LEAST 12" LARGER IN DIAMETER THAN PLANT BALL AND DEEP ENOUGH BELOW ADJACENT GRADE OR CURB TO ACCOMMODATE BALL PLUS AT LEAST 6" MORE. THOROUGHLY LOOSEN NATURAL BOTTOM OF PIT.
- B. OBSTRUCTIONS BELOW GROUND:
 - 1. REMOVE ROCK OR UNDERGROUND OBSTRUCTIONS TO DEPTH NECESSARY TO PERMIT PLANTING.
 - 2. AVOID DAMAGING UNDERGROUND UTILITY LINES.
 - 3. REPAIR DAMAGE TO EXISTING UTILITIES.

4. GENERAL PREPARATION/PLANTING

- A. PLACE PLANTING MIXTURE IN BOTTOM OF EACH PIT SUFFICIENTLY DEEP TO SUPPORT TREE SO THAT FINISH GRADE AT THE PLANT WILL BE SAME AS THAT WHICH IT WAS GROWN. CENTER TREE IN PIT WITH PROPER ORIENTATION. ALL TREES SHALL BE PLACED STRAIGHT AND UPRIGHT.
FILLING: USING PLANTING MIXTURE, FILL ALL POCKETS.
- B. APPLY MANUFACTURER'S RECOMMENDED RATE OF PRE-EMERGENCE HERBICIDE AND ROOT ACTIVATOR.
- C. APPLY 2" MULCH TOP DRESSING.
- D. THOROUGHLY WATER TREES.
- E. BUILD 2" SAUCER AROUND TREES TO FORM WATER BASIN.
- F. FOR BALLED AND BURLAPPED TREES:
 - 1. PLACE WITH BURLAP INTACT - REMOVE TOP 1/3 OF BURLAP.
 - 2. DO NOT PULL BURLAP FROM BALL.
 - 3. DO NOT PLANT IF BALL IS CRACKED OR BROKEN.
- G. GUY TREES 2 1/2 CALIPER AND OVER.
- H. PRUNING: UPON COMPLETION OF PLANTING, PRUNE ALL TREES, REMOVE DEAD OR INJURED TWIGS AND SUCKERS. MAKE ALL CUTS FLUSH, LEAVING NO STUDS. TREAT LARGER CUTS WITH APPROVED TREE PAINT.
- I. WATERING:
 - 1. WATER WHEN SOIL MOISTURE IS BELOW OPTIMUM LEVEL FOR BEST PLANT GROWTH.
 - 2. WATER TWICE A WEEK DURING INITIAL DRY WEATHER.

5. CLEAN-UP

REMOVE ANY SOIL, PEAT MOSS OR SIMILAR MATERIAL FROM PAVED AREAS, WALKS, ETC. REMOVE ALL EXCESS MATERIAL AND DEBRIS RESULTING FROM OPERATION OF STREET TREE PLANTING.

CHART 'AA'

STREET NAME	TREE TYPE	BOTANICAL NAME
MYRTLE LANE	PECAN	CARYA ILLINOINENSIS

91 DEC -9 P4:25

Fort Bend County, Texas

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on
the date and time indicated herein by me and was duly recorded
in the volume and page of the Official Records of Fort Bend
County, Texas as shown by me.

DEC 11 1991



Diane A. Allen
County Clerk, Fort Bend Co., Tex.

CORRECTED DECLARATION OF ANNEXATION

OYSTER CREEK VILLAGE AT
LAKE OLYMPIA SECTION ONE

8960556

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIS CORRECTED DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT, N.V., a Netherland Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant") and VISTA MORTGAGE AND REALTY, INC. ("Vista").

W I T N E S S E T H:

WHEREAS, Declarant is the owner and/or former owner of all or a portion of the properties described on Exhibits "A", "B", and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development;

WHEREAS, by virtue of a Declaration of Covenants, Conditions and Restrictions recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in such Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration described above (the Declaration and any and all amendments and supplements thereto being hereinafter called the "Declaration");

WHEREAS, as contemplated by the Declaration in Article IX, Section 3 thereof, Declarant now desires to annex a subdivision owned by Vista more particularly described on Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, which subdivision is to be known as OYSTER CREEK VILLAGE at Lake Olympia Section One (the "Subdivision") and with the joinder of Vista to impose upon the property constituting the

Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, the Declarant and Vista hereby declare that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall run with the property constituting the Subdivision and shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Seven (7), inclusive in Block One (1) and Lots One (1) through Twenty-three (23), inclusive in Block Two (2), all in Oyster Creek Village at Lake Olympia Section One, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 995 A+B in the Plat Records of Fort Bend County, Texas. *Ac.*

2. The first sentence of Article III, Section 9(b), "Rates of Assessment" is hereby amended to the following extent and to the following extent only:

(b) Anything herein to the contrary notwithstanding, the Assessment applicable to any Lot owned by a Builder upon which no Living Unit has been fully constructed and any Lot owned by Declarant or Vista Mortgage and Realty, Inc., shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Assessment.

3. Article V, Section 4, "Approval of Plans" is hereby amended to the following extent and to the following extent only:

(a) Plans for landscaping, except where they might affect existing trees on the Lot, and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems, or installations, but shall include any details of any exterior mechanical, electrical, and plumbing structures;

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan;

(d) All plans, submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show, but not be limited to, the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that: (i) the slab or foundation be of pier and beam or pier and slab construction, (ii) a tree preservation plan be provided, and/or (iii) adjustments be made in the location, height and extent of improvements, to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

4. The following sections of Article VII are amended as follows:

Section 2. Improvement of Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than (1) one detached single-family dwelling, which shall not exceed two and one-half (2-1/2) stories in height; (ii) no more than one private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the side of the Lot and shall not face the street, unless specifically approved in writing by the Architectural Control Committee; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed in writing by the Architectural Control Committee and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face towards the street which is the furthest from the building setback line for such Lot. The front exterior wall of a dwelling will be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,900 square feet of living area, if a one story Living Unit and not less than 2,400 square feet of living area, if a one and one-half story, two story or two and one-half story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and greenhouses. Measurements shall be to the face of the outermost exterior walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as in existence or (ii) asphalt or composition type shingles of a minimum of 250 pound - dimensional type, comparable in color to aged or weathered wood shingles. The decision to such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. all garage doors shall open to the side of the Lot and not face the street, unless specifically approved in writing by the Architectural Control Committee. No garage shall be any closer to the street in the back of the house, unless specifically approved in writing by the Architectural Control Committee.

Section 27. Exceptions. For purposes of this Section 27 only, "Declarant" shall mean Vista, its successors and assigns and such rights granted to the Declarant pursuant to this Section shall only extend to the Subdivision being annexed hereby; moreover, such rights shall not include, nor shall same impair or diminish, actions or approvals of the Architectural Control Committee.

5. There is added to Article VII new Sections 33 and 34 as follows:

Section 33. Window Coverings. Each owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are close, shall be on white or neutral color.

Section 34. Tree Preservation. The following shall apply to all Lots containing existing trees:

(a) For the purposes of the restrictions the term "Tree" shall mean those existing that are more than six (6) inches in diameter and a height of five (5) feet from the existing ground.

(b) Every effort must be made to locate all improvements, drives, trenches and other structures to

be placed upon the Lot in such a way as to minimize the number of Trees which must be cut or removed.

(c) A site plan reflecting the location of all existing Trees and their species, and the proposed location of all improvements, including, houses, garages, driveways, walkways, patios, decks, and any other improvements, structure or facility to be placed upon the Lot shall be submitted to and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing Trees during construction and as a result of proposed improvements shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction of any improvements on the Lot.

(e) The Architectural Control Committee shall have the right to require the installation of tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damage to Trees due to construction or improvements to be placed on the Lot.

6. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

7. By execution hereof, the Lot Owners agree to immediately cause Oyster Creek Place Association, a Texas nonprofit corporation, to either be, at the option of Declarant, dissolved or merged into Lake Olympia Civic Association.

8. The Declaration is further amended by substitution of the Exhibits "E" and "F", which are attached hereto and incorporated herein by reference for all purposes for the Exhibits "E" and "F" which are attached to the Declaration.

9. Except as to the extent the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.

10. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration; unless a contrary definition is given herein.

11. This Declaration of Annexation is made in place of and to correct that certain Declaration of Annexation executed by

Lake Olympia Development, N.V., and Vista Mortgage and Realty, Inc., dated August 16, 1989 and recorded in Volume 2145, Page 2005 of the Official Records of Fort Bend County, Texas. By mistake, that Declaration of Annexation inadvertently omitted the paragraphs now set forth as Paragraphs 2 and 6 hereof. This Corrected Declaration of Annexation is made by Lake Olympia Development, N.V., and Vista Mortgage and Realty, Inc., to correct these mistakes, is effective on August 16, 1989, and in all other respects confirms the former Declaration of Annexation.

EXECUTED this 16 day of November, 1989.

LAKE OLYMPIA DEVELOPMENT, N.V.,
A NETHERLAND ANTILLES CORPORATION
d/b/a LAKE OLYMPIA DEVELOPMENT

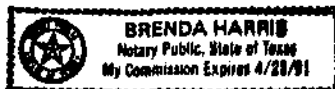
BY: [Signature]
NAME: ANDREW CHOY
TITLE: PRESIDENT

VISTA MORTGAGE AND REALTY, INC.

BY: [Signature]
NAME: Thomas L. Tanner, Jr.
TITLE: Vice President

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 27th day of November, 1989, by Andrew Choy, President of LAKE OLYMPIA DEVELOPMENT, N.V., d/b/a LAKE OLYMPIA DEVELOPMENT, on behalf of said corporation.



Brenda Harris
NOTARY PUBLIC, STATE OF TEXAS
NAME: Brenda Harris
MY COMMISSION EXPIRES: 4/23/91

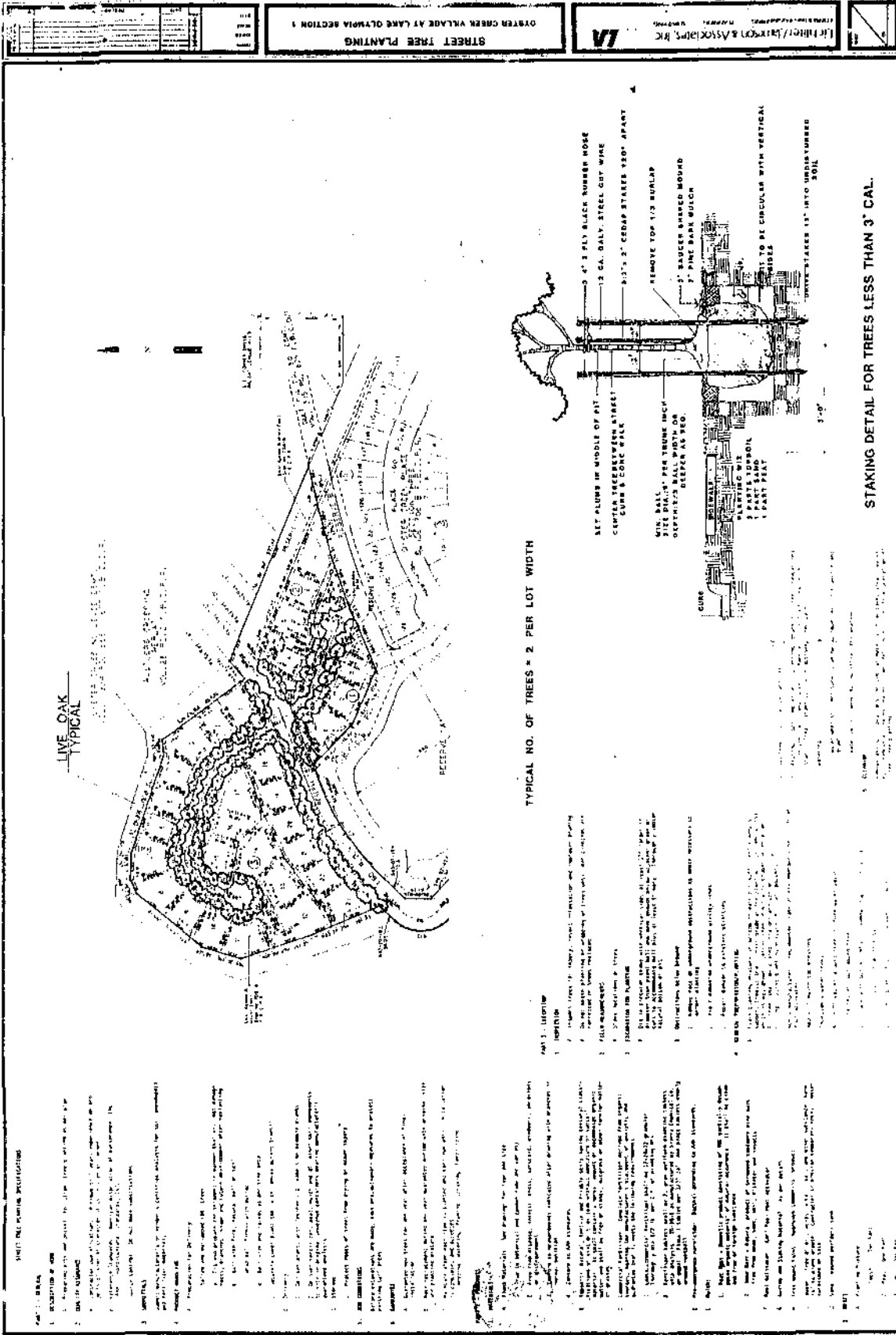
*John May
Lake Olympia Dev.
Houston, Tx 77459*

THE STATE OF TEXAS §
COUNTY OF ~~PORT BEND~~ ^{DALLAS} §

This instrument was acknowledged before me on the 10th
day of November, 1989, by Thomas L. Hays, Jr.,
Vice President of VISTA MORTGAGE AND REALTY, INC., on
behalf of said corporation.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS
NAME: Lee Reed Dittus
MY COMMISSION EXPIRES: 10-20-93

048913.041(2)1sd



2172 2130

FILED

'89 DEC -1 P2:43

Prinne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the Official Records of Fort Bend
County, Texas as stamped by me.

DEC 5 1989



Prinne Wilson
County Clerk, Fort Bend Co., Tex.

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CORRECTED
DECLARATION OF ANNEXATION

OYSTER CREEK VILLAGE AT
LAKE OLYMPIA SECTION FOUR

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

THIS CORRECTED DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT, N.V., a Netherland Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant") and VISTA MORTGAGE AND REALTY, INC. ("Vista").

W I T N E S S E T H:

WHEREAS, Declarant is the owner and/or former owner of all or a portion of the properties described on Exhibits "A", "B", and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development;

WHEREAS, by virtue of a Declaration of Covenants, Conditions and Restrictions recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in such Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration described above (the Declaration and any and all amendments and supplements thereto being hereinafter called the "Declaration");

WHEREAS, as contemplated by the Declaration in Article IX, Section 3 thereof, Declarant now desires to annex a subdivision owned by Vista more particularly described on Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, which subdivision is to be known as OYSTER CREEK VILLAGE at Lake Olympia Section Four (the "Subdivision") and with the joinder of Vista to impose upon the property constituting the Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, the Declarant and Vista hereby declare that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall run with the property constituting the Subdivision and shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Twelve (12), inclusive in Block One (1), all in Oyster Creek Village at Lake Olympia Section Four, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 1003A in the Plat Records of Fort Bend County, Texas.

2. The first sentence of Article III, Section 9(b), "Rates of Assessment" is hereby amended to the following extent and to the following extent only:

(b) Anything herein to the contrary notwithstanding, the Assessment applicable to any Lot owned by a Builder upon which no Living Unit has been fully constructed and any Lot owned by Declarant or Vista Mortgage and Realty, Inc., shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Assessment.

3. Article V, Section 4, "Approval of Plans" is hereby amended to the following extent and to the following extent only:

(a) Plans for landscaping, except where they might affect existing trees on the Lot, and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems, or installations, but shall include any details of any exterior mechanical, electrical, and plumbing structures;

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan;

(d) All plans, submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show, but not be limited to, the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that:

- (i) the slab or foundation be of pier and beam or pier and slab construction, (ii) a tree preservation plan be provided, and/or (iii) adjustments be made in the location, height and extent of improvements, to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

4. The following sections of Article VII are amended as follows:

Section 2. Improvement of Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than one (1) detached single-family dwelling, which shall not exceed two and one-half (2-1/2) stories in height; (ii) no more than one private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the side of the Lot and shall not face the street, unless specifically approved in writing by the Architectural Control Committee; and (iii) a greenhouse to grow plants solely for family or households purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed in writing by the Architectural Control Committee and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face towards the street which is the furthest from the building setback line for such Lot. The front exterior wall of a dwelling will be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,600 square feet of living area, if a one story Living Unit and not less than 2,000 square feet of living area, if a one and one-half story, two story or two and one-half story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and greenhouses. Measurements shall be to the face of the outermost exterior walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as in existence or (ii) asphalt or composition type shingles of a minimum of 235 pound - dimensional type, comparable in color to aged or weathered wood shingles. The decision to such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached or attached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the side of the Lot and not face the street,

unless specifically approved in writing by the Architectural Control Committee. No garage shall be any closer to the street in the back of the house, unless specifically approved in writing by the Architectural Control Committee.

Section 27. Exceptions. For purposes of this Section 27 only, "Declarant" shall mean Vista, its successors and assigns and such rights granted to the Declarant pursuant to this Section shall only extend to the Subdivision being annexed hereby; moreover, such rights shall not include, nor shall same impair or diminish, actions or approvals of the Architectural Control Committee.

5. There is added to Article VII new Sections 33 and 34 as follows:

Section 33. Window Coverings. Each owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are close, shall be on white or neutral color.

Section 34. Tree Preservation. The following shall apply to all Lots containing existing trees:

(a) For the purposes of the restrictions the term "Tree" shall mean those existing that are more than six (6) inches in diameter and a height of five (5) feet from the existing ground.

(b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the Lot in such a way as to minimize the number of Trees which must be cut or removed.

(c) A site plan reflecting the location of all existing Trees and their species, and the proposed location of all improvements, including, houses, garages, driveways, walkways, patios, decks, and any other improvements, structure or facility to be placed upon the Lot shall be submitted to and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing Trees during construction and as a result of proposed improvements shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction of any improvements on the Lot.

(e) The Architectural Control Committee shall have the right to require the installation of tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damage to Trees due to construction or improvements to be placed on the Lot.

6. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

7. By execution hereof, the Lot Owners agree to immediately cause Oyster Creek Place Association, a Texas nonprofit corporation, to either be, at the option of Declarant, dissolved or merged into Lake Olympia Civic Association.

8. The Declaration is further amended by substitution of the Exhibits "E" and "F", which are attached hereto and incorporated herein by reference for all purposes for the Exhibits "E" and "F" which are attached to the Declaration.

9. Except as to the extent the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.

10. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

11. This Declaration of Annexation is made in place of and to correct that certain Declaration of Annexation executed by Lake Olympia Development, N.V. and Vista Mortgage and Realty, Inc. dated November 16, 1989 and recorded in Volume 2172, Page 2059 of the Official Records of Fort Bend County, Texas. By mistake that Declaration of Annexation inadvertently contained incorrect shingle weight in Section 8. Roofing Material and additionally incorrectly omitted attached garage in Section 9. Garages. This Corrected Declaration of Annexation is made by Lake Olympia Development, N.V. to correct these mistakes, is effective on November 16, 1989, and in all other respects confirms the former Declaration of Annexation.

2660 1345

AS PER ORIGINAL

EXECUTED this 20th day of May, 1994.

LAKE OLYMPIA DEVELOPMENT, N.V.,
A NETHERLAND ANTILLES CORPORATION
d/b/a LAKE OLYMPIA DEVELOPMENT

BY: [Signature]
NAME: ANDREW CHOY
TITLE: PRESIDENT

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on the 20th day of
MAY, 1994, by ANDREW CHOY, PRESIDENT
of LAKE OLYMPIA DEVELOPMENT, N.V., d/b/a LAKE OLYMPIA DEVELOPMENT, on behalf of
said corporation.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
NAME: DONNA E. RAMIREZ
MY COMMISSION EXPIRES: 11/10/96

Return To: LAKE OLYMPIA DEVELOPMENT INC
2200 LAKE OLYMPIA DRIVE
MISSOURI CITY, TEXAS 77459

8717078

1929 1653 P 2
(see master
Restrictions
for PPI)

DECLARATION OF ANNEXATION
OF
PALMER PLANTATION AT LAKE OLYMPIA, SECTION TWO

THE STATE OF TEXAS §
COUNTY OF HARRIS §

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT, N.V, a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the properties described on Exhibits "A", "B", and "C", which are attached hereto and incorporated herein by reference for all purposes (the "Property") upon which Declarant proposes to develop a residential/mixed use commercial community to be known as Lake Olympia pursuant to a common or uniform plan or scheme of development;

AND, WHEREAS, by virtue of a Declaration of Covenants, Conditions, and Restrictions ("Declaration"), recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA SECTION ONE and has imposed upon such subdivision the covenants, conditions, and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described on Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as PALMER PLANTATION AT LAKE OLYMPIA SECTION TWO (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions, and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of

Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold, and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants, and conditions shall run with the property constituting the Subdivision and shall be binding upon any person or entity owning or claiming any right, title, or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors, and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants, and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Three (3), inclusive in Block One (1); Lots One (1) through Ten (10), inclusive, in Block Two (2); Lots One (1) through Forty-Five (45), inclusive, in Block Three (3); and Lots One (1) through Fourteen (14), inclusive, in Block Four (4), all in Palmer Plantation at Lake Olympia Section Two, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded on Slide No. 891B in the Plat Records of Fort Bend County, Texas.

2. Article III, Section 12, "Commencement of Assessments" is hereby amended to read as follows:

Section 12. Commencement of Assessments. Until further action of the Board, there is hereby assessed against each Lot in the Subdivision an assessment of Three Hundred and No/100 Dollars (\$300.00) per lot for the year 1986, and Three Hundred Twenty-Four and No/100 Dollars (\$324.00) per lot for the year 1987 and thereafter, subject to the further action of the Board. The assessment for the year 1986 shall commence and become effective and shall be due and payable in full on January 1, 1986. The assessment for the year 1987 and each year thereafter shall become due and payable on the first day of January of each year unless and until the Board provides otherwise.

3. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.

4. Article VIII, Section 29 is deleted in its entirety.

5. Except to extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions, and reservations contained in the Declaration shall be and remain in full force and effect.

6. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 23rd day of March, 1987.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles corporation
d/b/a LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: [Signature]
ANDREW CHOY, President

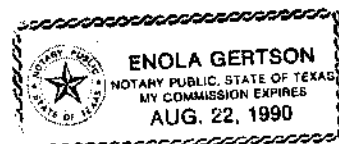
THE STATE OF TEXAS §

COUNTY OF FORT BEND §

23rd This instrument was acknowledged before me on this the 23rd day of March, 1987 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.

Enola Gertson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Enola Gertson
MY COMMISSION EXPIRES: 8/22/90

038701.042(1)ja



Return to Lake Olympia Dev.
2700 Lake Olympia Pkwy.
Missouri City, TX 77459

AS PER ORIGINAL

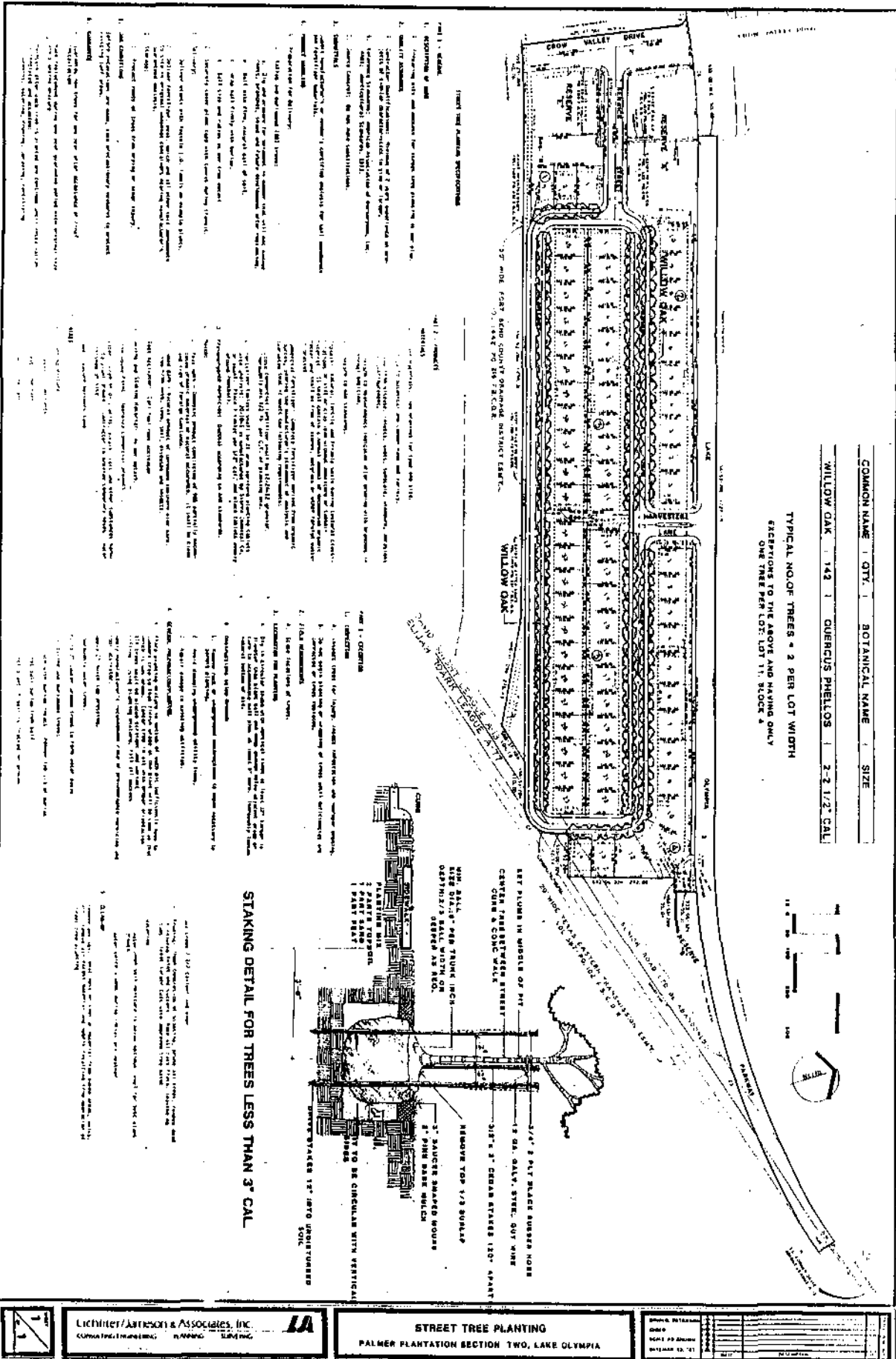


EXHIBIT "F"

CORRECTED
DECLARATION OF ANNEXATION
FOR
PARKVIEW VILLAGE AT LAKE OLYMPIA
SECTION ONE

THE STATE OF TEXAS
COUNTY OF FORT BEND

THIS CORRECTED DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N. V., a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B" and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration:

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as PARKVIEW VILLAGE AT LAKE OLYMPIA, SECTION ONE (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall

be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration): provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Twelve (12), inclusive in Block One (1); Lots One (1) through Seventeen (17), inclusive in Block Two (2); and Lots One (1) through Thirty-five (35), inclusive in Block Three (3); and all in Parkview Village at Lake Olympia, Section One (1), a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 1039 A&B in the Plat Records of Fort Bend County, Texas.

2. Section Ten of Article VII of the Declaration is amended by adding thereto the following:

No portion of any deck, porch, patio landscaping or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than (3') feet above the natural elevation of the Lot at any point on the Lot. No structure of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or waterway from any adjoining WATERWAY LOT.

3. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

4. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 2,000 square feet and not more than 3,400 square feet of living area if a one-story Living Unit and not less than 2,400 square feet and not more than 4,000 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 240 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle

or trailer inside. All garage doors shall open to the front of the lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable of all Lots of the Subdivision. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

5. There is added to Article VII new Sections 33 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than three (3') feet above the natural elevation of the Lot at any point on the Lot. No structure, fences or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purpose of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvement, structure or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

6. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

7. The Declaration is further amended by substitution of the Exhibits "E"

and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.

8. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.
9. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.
10. This Declaration of Annexation is made in place of and to correct that certain Declaration of Annexation executed by Lake Olympia Development, N.V., dated April 4, 1990, and recorded in Volume 2201. Page 543 of the Official Records of Fort Bend County, Texas. By mistake that Declaration of Annexation inadvertently contained incorrect minimum living area in Section 7. Size. This Corrected Declaration of Annexation is made by Lake Olympia Development, N.V., to correct these mistakes, is effective on April 4, 1990, and in all other respects confirms the former Declaration of Annexation.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto
set its hand and seal this 7th day of November, 1991.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: [Signature]
ANDREW CHOY, President

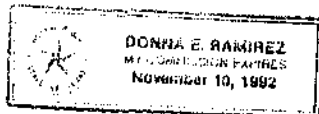
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

ACKNOWLEDGED BY: _____
JAMES M. WILSON, Manager

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 7th
day of November, 1991 by ANDREW CHOY, President of LAKE OLYMPIA
DEVELOPMENT, N. V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA
DEVELOPMENT CORPORATION, on behalf of said corporation.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Donna E. Ramirez MY COMMISSION
EXPIRES: 11/10/92

Return To:
Lake Olympia Development
2700 Lake Olympia Parkway
Missouri City, Texas 77459

**STREET TREE PLANTING
EXHIBIT "F"**

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE LOTS ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES WILL HAVE A SPACING EQUIVALENT TO THE FRONT LOT SPACING.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES ARE REMOVED OR DIE. THE ARCHITECTURAL REVIEW COMMITTEE DOES RESERVE THE RIGHT TO REQUIRE STREETS ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

PART 1 - GENERAL

1. DESCRIPTION OF WORK

- A. PREPARING PITS AND POCKETS FOR STREET TREE PLANTINGS.

2. QUALITY ASSURANCE

- A. CONTRACTOR QUALIFICATIONS; MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
- B. REFERENCE STANDARDS; AMERICAN ASSOCIATION OF NURSEYMEN, INC. (AAN); HORTICULTURAL HORTICULTURAL STANDARDS, 1973.
- C. SOURCE CONTROL: DO NOT MAKE SUBSTITUTIONS.

3. SUBMITTALS

SUBMIT MANUFACTURER'S OR VENDOR'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS AND FERTILIZER MATERIALS.

4. PRODUCT SPECIFICATIONS AND HANDLING

- A. SEE CHART 'AA' FOR TREE TYPES AND LOCATIONS.
- ALL TREES WILL BE CONTAINER GROWN TREES 2 1/2" CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
- B. DELIVERY:
1. DELIVER PLANTS WITH LEGIBLE I.D. LABELS ON EXAMPLE PLANTS.
 2. DELIVER FERTILIZER, PEAT, MULCH AND ALL OTHER SOIL AMENDMENTS TO SITE IN ORIGINAL UNOPENED CONTAINERS BEARING MANUFACTURER'S GUARANTEED ANALYSIS.
- C. STORAGE:
1. PROTECT ROOTS OF TREES FROM DRYING OR OTHER INJURY.

5. JOB CONDITIONS

BEFORE EXCAVATIONS ARE MADE, TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING TURF AREAS.

6. GUARANTEE

- A. GUARANTEE NEW TREES FOR ONE YEAR AFTER ACCEPTANCE OF FINAL INSTALLATION.
- B. MAKE REPLACEMENT DURING ONE YEAR GUARANTEE PERIOD WITH ORIGINAL SIZE AND PLANTING MIXTURE.

- C. MAINTAIN AFTER EACH ITEM IS PLANTED AND CONTINUE UNTIL INSTALLATION IS COMPLETED AND ACCEPTED:
WEEDING, WATERING, PRUNING, SPRAYING, FERTILIZING

PART 2 - PRODUCTS

1. MATERIALS

- A. PLANT MATERIALS:
1. TRUE TO BOTANICAL AND COMMON NAME AND VARIETY.
 2. FREE FROM DISEASE, INSECTS, KNOTS, SUNSCALD, WINDBURN, ABRASIONS OR DISFIGUREMENT.
 3. CONFORM TO MEASUREMENTS INDICATED AFTER PRUNING WITH BRANCHES IN NORMAL POSITION.
 4. CONFORM TO AAN STANDARDS.
- B. TOPSOIL: NATURAL, FERTILE AND FRIABLE SOILS HAVING TEXTURAL CLASSIFICATIONS OF SILT OR CLAY LOAM WITHOUT ADMIXTURE OR SUBSOIL MATERIAL. IT SHALL CONTAIN A NORMAL AMOUNT OF DECOMPOSED ORGANIC MATTER AND SHALL BE FREE OF STONES, NUTGRASS OR OTHER FOREIGN MATTER OR GRASSES.
- C. COMMERCIAL FERTILIZER: COMPLETE FERTILIZER DERIVED FROM ORGANIC SOURCES, BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS AND GUARANTEE THAT IT MEETS THE FOLLOWING REQUIREMENTS:
1. LOOSE COMMERCIAL FERTILIZER SHALL BE 12-24-12 GRANULAR, THOROUGHLY MIX 1/2 LB. PER C.Y. OF PLANTING MIX.
 2. FERTILIZER TABLETS SHALL BE 21 GRAM AGRIFORM PLANTING TABLETS WITH ANALYSIS:
20-10-5 AS MANUFACTURED BY SIERRA CHEMICAL CO. OR EQUAL. PLACE 1 TABLET PER 1/2' CAL. AND TABLETS EVENLY AROUND ROOTBALL.
- D. PRE-EMERGENCE HERBICIDE: DACTHAL ACCORDING TO AAN STANDARDS.
- E. MULCH:
1. PEAT MOSS - DOMESTIC PRODUCT CONSISTING OF 98% PARTIALLY DECOMPOSED ORGANIC MATERIAL OF NATURAL OCCURRENCE. IT SHALL BE CLEAN AND FREE OF FOREIGN SUBSTANCE.
 2. WOOD BARK - NATURAL PRODUCT OF SHREDDED SOUTHERN PINE BARK. FREE FROM WEEK, SEED, SOIL, DISEASES AND INSECTS.
- F. ROOT ACTIVATOR: CARL POOL ROOT ACTIVATOR.
- G. GUYING AND STAKING MATERIAL: STAKES 120' APART, 3 - 2"x2" CEDAR DRIVE STAKES AT LEAST 12" INTO UNDISTURBED SOIL. 12" GALVANIZED STEEL GUY WIRE. 3/4" 2 PLY BLACK RUBBER HOSE.
- H. TREE WOUND PAINT: APPROVED COMMERCIAL PRODUCT.
- I. WATER: FREE OF OIL, ACIDS, ALKALI, SALT AND OTHER SUBSTANCES HARMFUL TO PLANT GROWTH. CONTRACTOR TO PROVIDE TEMPORARY HOSES. WATER FURNISHED ON SITE.
- J. SAND: WASHED BUILDERS SAND.

2. MIXES

- A. PLANTING MIXTURE
1. TOPSOIL: TWO PARTS
 2. PEAT: ONE PART
 3. SAND: ONE PART

PART 3 - EXECUTION

CHART AA

STREET NAME	TREE TYPE	BOTANICAL NAME
CHAPPELL LANE KITTY HOLLOW DRIVE	CEDAR ELM WATER OAK	ULMUS CRASSIFOLIA QUERCUS NIGRA

91 NOV 26 P221
FOR [illegible]
[illegible]

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on
the date and time stamped hereon by me and was duly recorded
in the volume and page of the Official Records of Fort Bend
County, Texas as stamped by me.

DEC 02 1991



Deanne A. Wilson
County Clerk, Fort Bend Co., Tex.

DECLARATION OF ANNEXATION
FOR
PARKVIEW VILLAGE AT LAKE OLYMPIA
SECTION TWO

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N. V., a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B" and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development;

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION TWO and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as PARKVIEW VILLAGE AT LAKE OLYMPIA, SECTION TWO (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon

any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Thirty (30), inclusive in Block One (1); Lots One (1) through Twenty (20), inclusive in Block Two (2); and Lots One (1) through Twenty one (21), inclusive in Block Three (3); and Lots One (1) through Six (6) inclusive in Block Four (4); and Lots One (1) and Two (2) inclusive in Block Five (5); and all in Parkview Village at Lake Olympia, Section Two (2), a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 1159 A & B in the Plat Records of Fort Bend County, Texas.

2. Section Ten of Article VII of the Declaration is amended by adding thereto the following:

No portion of any deck, porch, patio landscaping or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than (3') feet above the natural elevation of the Lot at any point on the Lot. No structure of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or waterway from any adjoining WATERWAY LOT.

3. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

4. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 2,000 square feet and not more than 3,000 square feet of living area if a one-story Living Unit and not less than 2,400 square feet and not more than 3,800 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 240 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a attached or detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the lot unless specifically approved in writing by the Architectural Control Committee. The front of garages facing the front of the lot shall be no closer than 25 ft. to the front building line but in no case shall it be closer than 25 ft. to the front of the building unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable of all Lots of the Subdivision. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a slide street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat. All fencing fronting on a street shall have the wood pickets on the street side of the fence.

5. There is added to Article VII new Sections 33 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall

provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 34. Height Restrictions on Waterway Lot.

No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than three (3') feet above the natural elevation of the Lot at any point on the Lot. No structure, fences or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purpose of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvement, structure or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

6. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

- 7. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
- 8. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.
- 9. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set
its hand and seal this 12th day of December, 1991.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: [Signature]
ANDREW CHOY, President

ACKNOWLEDGED BY

U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

BY: _____
JAMES M. WILSON, Manager

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 12th day of
December, 1991 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.
V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on
behalf of said corporation.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NAME: Donna E. Ramirez
MY COMMISSION EXPIRES: 11/1992

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the _____ day of
_____, 1991 by JAMES M. WILSON, Manager of the U.S. DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT, on behalf of said _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NAME: _____
MY COMMISSION EXPIRES: _____

RETURN TO: LAKE OLYMPIA PARKWAY
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

STREET TREE PLANTING EXHIBIT 'F'

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE LOTS ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES WILL HAVE A SPACING EQUIVALENT TO THE FRONT LOT SPACING.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES ARE REMOVED OR DIE. THE ARCHITECTURAL REVIEW COMMITTEE DOES RESERVE THE RIGHT TO REQUIRE STREETS ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

PART 1 - GENERAL

1. DESCRIPTION OF WORK

- A. PREPARING PITS AND POCKETS FOR STREET TREE PLANTINGS.

2. QUALITY ASSURANCE

- A. CONTRACTOR QUALIFICATIONS; MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
- B. REFERENCE STANDARDS; AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN); HORTICULTURAL HORTICULTURAL STANDARDS, 1973.
- C. SOURCE CONTROL: DO NOT MAKE SUBSTITUTIONS.

3. SUBMITTALS

SUBMIT MANUFACTURER'S OR VENDOR'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS AND FERTILIZER MATERIALS.

4. PRODUCT SPECIFICATIONS AND HANDLING

- A. SEE CHART 'AA' FOR TREE TYPES AND LOCATIONS.

ALL TREES WILL BE CONTAINER GROWN TREES 2 1/2" CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
- B. DELIVERY:
 - 1. DELIVER PLANTS WITH LEGIBLE I.D. LABELS ON EXAMPLE PLANTS.
 - 2. DELIVER FERTILIZER, PEAT, MULCH AND ALL OTHER SOIL AMENDMENTS TO SITE IN ORIGINAL UNOPENED CONTAINERS BEARING MANUFACTURER'S GUARANTEED ANALYSIS.
- C. STORAGE:
 - 1. PROTECT ROOTS OF TREES FROM DRYING OR OTHER INJURY.

5. JOB CONDITIONS

BEFORE EXCAVATIONS ARE MADE, TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING TURF AREAS.

6. GUARANTEE

- A. GUARANTEE NEW TREES FOR ONE YEAR AFTER ACCEPTANCE OF FINAL INSTALLATION.
- B. MAKE REPLACEMENT DURING ONE YEAR GUARANTEE PERIOD WITH ORIGINAL SIZE AND PLANTING MIXTURE.

- C. MAINTAIN AFTER EACH ITEM IS PLANTED AND CONTINUE UNTIL INSTALLATION IS COMPLETED AND ACCEPTED:
WEEDING, WATERING, PRUNING, SPRAYING, FERTILIZING

PART 2 - PRODUCTS

1. MATERIALS

- A. PLANT MATERIALS:
1. TRUE TO BOTANICAL AND COMMON NAME AND VARIETY.
 2. FREE FROM DISEASE, INSECTS, KNOTS, SUNSCALD, WINDBURN, ABRASIONS OR DISFIGUREMENT.
 3. CONFORM TO MEASUREMENTS INDICATED AFTER PRUNING WITH BRANCHES IN NORMAL POSITION.
 4. CONFORM TO AAN STANDARDS.
- B. TOPSOIL: NATURAL, FERTILE AND FRIABLE SOILS HAVING TEXTURAL CLASSIFICATIONS OF SILT OR CLAY LOAM WITHOUT ADMIXTURE OR SUBSOIL MATERIAL. IT SHALL CONTAIN A NORMAL AMOUNT OF DECOMPOSED ORGANIC MATTER AND SHALL BE FREE OF STONES, NUTGRASS OR OTHER FOREIGN MATTER OR GRASSES.
- C. COMMERCIAL FERTILIZER: COMPLETE FERTILIZER DERIVED FROM ORGANIC SOURCES, BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS AND GUARANTEE THAT IT MEETS THE FOLLOWING REQUIREMENTS:
1. LOOSE COMMERCIAL FERTILIZER SHALL BE 12-24-12 GRANULAR. THOROUGHLY MIX 1/2 LB. PER C.Y. OF PLANTING MIX.
 2. FERTILIZER TABLETS SHALL BE 21 GRAM AGRIFORM PLANTING TABLETS WITH ANALYSIS:
20-10-5 AS MANUFACTURED BY SIERRA CHEMICAL CO. OR EQUAL. PLACE 1 TABLET PER 1/2' CAL. AND TABLETS EVENLY AROUND ROOTBALL.
- D. PRE-EMERGENCE HERBICIDE: DACTHAL ACCORDING TO AAN STANDARDS.
- E. MULCH:
1. PEAT MOSS - DOMESTIC PRODUCT CONSISTING OF 98% PARTIALLY DECOMPOSED ORGANIC MATERIAL OF NATURAL OCCURRENCE. IT SHALL BE CLEAN AND FREE OF FOREIGN SUBSTANCE.
 2. WOOD BARK - NATURAL PRODUCT OF SHREDDED SOUTHERN PINE BARK FREE FROM WEEK, SEED, SOIL, DISEASES AND INSECTS.
- F. ROOT ACTIVATOR: CARL POOL ROOT ACTIVATOR.
- G. GUYING AND STAKING MATERIAL: STAKES 120' APART, 3 - 2"X2" CEDAR DRIVE STAKES AT LEAST 12" INTO UNDISTURBED SOIL. 12" GALVANIZED STEEL GUY WIRE. 3/4" 2 PLY BLACK RUBBER HOSE.
- H. TREE WOUND PAINT: APPROVED COMMERCIAL PRODUCT.
- I. WATER: FREE OF OIL, ACIDS, ALKALI, SALT AND OTHER SUBSTANCES HARMFUL TO PLANT GROWTH. CONTRACTOR TO PROVIDE TEMPORARY HOSES. WATER FURNISHED ON SITE.
- J. SAND: WASHED BUILDERS SAND.

2. MIXES

- A. PLANTING MIXTURE
1. TOPSOIL: TWO PARTS
 2. PEAT: ONE PART
 3. SAND: ONE PART

PART 3 - EXECUTION

1. INSPECTION

- A. INSPECT TREES FOR INJURY, INSECT INFESTATION AND IMPROPER PRUNING.
- B. DO NOT BEGIN PLANTING OR WRAPPING OF TREES UNTIL DEFICIENCIES ARE CORRECTED OR TREES REPLACED.

2. FIELD MEASUREMENTS

- A. STAKE LOCATIONS OF TREES.

3. EXCAVATION FOR PLANTING

- A. DIG IN CIRCULAR SHAPE WITH VERTICAL SIDES AT LEAST 12" LARGER IN DIAMETER THAN PLANT BALL AND DEEP ENOUGH BELOW ADJACENT GRADE OR CURB TO ACCOMMODATE BALL PLUS AT LEAST 6" MORE. THOROUGHLY LOOSEN NATURAL BOTTOM OF PIT.
- B. OBSTRUCTIONS BELOW GROUND:
 - 1. REMOVE ROCK OR UNDERGROUND OBSTRUCTIONS TO DEPTH NECESSARY TO PERMIT PLANTING.
 - 2. AVOID DAMAGING UNDERGROUND UTILITY LINES.
 - 3. REPAIR DAMAGE TO EXISTING UTILITIES.

4. GENERAL PREPARATION/PLANTING

- A. PLACE PLANTING MIXTURE IN BOTTOM OF EACH PIT SUFFICIENTLY DEEP TO SUPPORT TREE SO THAT FINISH GRADE AT THE PLANT WILL BE SAME AS THAT WHICH IT WAS GROWN. CENTER TREE IN PIT WITH PROPER ORIENTATION. ALL TREES SHALL BE PLACED STRAIGHT AND UPRIGHT. FILLING: USING PLANTING MIXTURE, FILL ALL POCKETS.
- B. APPLY MANUFACTURER'S RECOMMENDED RATE OF PRE-EMERGENCE HERBICIDE AND ROOT ACTIVATOR.
- C. APPLY 2" MULCH TOP DRESSING.
- D. THOROUGHLY WATER TREES.
- E. BUILD 2" SAUCER AROUND TREES TO FORM WATER BASIN.
- F. FOR BALLED AND BURLAPPED TREES:
 - 1. PLACE WITH BURLAP INTACT - REMOVE TOP 1/3 OF BURLAP.
 - 2. DO NOT PULL BURLAP FROM BALL.
 - 3. DO NOT PLANT IF BALL IS CRACKED OR BROKEN.
- G. GUY TREES 2 1/2 CALIPER AND OVER.
- H. PRUNING: UPON COMPLETION OF PLANTING, PRUNE ALL TREES, REMOVE DEAD OR INJURED TWIGS AND SUCKERS. MAKE ALL CUTS FLUSH, LEAVING NO STUDS. TREAT LARGER CUTS WITH APPROVED TREE PAINT.
- I. WATERING:
 - 1. WATER WHEN SOIL MOISTURE IS BELOW OPTIMUM LEVEL FOR BEST PLANT GROWTH.
 - 2. WATER TWICE A WEEK DURING INITIAL DRY WEATHER.

5. CLEAN-UP

REMOVE ANY SOIL, PEAT MOSS OR SIMILAR MATERIAL FROM PAVED AREAS, WALKS, ETC. REMOVE ALL EXCESS MATERIAL AND DEBRIS RESULTING FROM OPERATION OF STREET TREE PLANTING.

CHART "A"

STREET NAME	TREE TYPE	BOTANICAL TYPE
PARKVIEW LANE	LIVE OAK	QUERCUS VIRGINIANA
MISTY HOLLOW DRIVE	CEDAR ELM	ULMUS CRASSIFOLIA
PARKVIEW COURT	GREEN ASH	FRAXINUS PENNSYLVANICA
MEADOW PARK CIRCLE	GREEN ASH	FRAXINUS PENNSYLVANICA
KITTY HOLLOW DRIVE	LIVE OAK	QUERCUS VIRGINIANA

STATE OF TEXAS COUNTY OF FORT BEND
 I, County Clerk, do hereby certify that this instrument was filed on
 the date and hereinafter, to wit: December 19, 1991, was duly recorded
 in the volume and page of the Official Records of Fort Bend
 County, Texas as indicated by me.

DEC 19 1991



Rianne Hilgen
 County Clerk, Fort Bend Co., Tex.

91 DE 17 1 45

R. Hilgen
 FORT BEND COUNTY CLERK

renamed
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restrictions

DECLARATION OF ANNEXATION

OYSTER CREEK PLACE AT
LAKE OLYMPIA SECTION FOUR

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT, N.V., a
Netherland Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT
CORPORATION ("Declarant") and LAKE OLYMPIA SALES & MANAGEMENT, a sole
proprietorship.

WITNESSETH:

WHEREAS, Declarant is the owner and/or former owner of all or a portion of
the properties described on Exhibits "A", "B", and "C" which are attached hereto
and incorporated by reference for all purposes (the "Property") upon which
Declarant is in the process of developing a residential/mixed use commercial
community known as Lake Olympia pursuant to a common or uniform plan or scheme of
development;

WHEREAS, by virtue of a Declaration of Covenants, Conditions and
Restrictions recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend
County, Texas, Declarant has created, out of that portion of the Property which
is more particularly described in such Declaration, a subdivision known as PALMER
PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the
covenants, conditions and restrictions described in the Declaration described
above (the Declaration and any and all amendments and supplements thereto being
hereinafter called the "Declaration");

WHEREAS, as contemplated by the Declaration in Article IX, Section 3
thereof, Declarant now desires to annex a subdivision owned by Lake Olympia Sales
& Management more particularly described on Exhibit "D" which is attached hereto
and incorporated herein by reference for all purposes, which subdivision is to be
known as OYSTER CREEK PLACE at Lake Olympia Section Four (the "Subdivision") and
with the joinder of Lake Olympia Sales & Management to impose upon the property
constituting the Subdivision, the covenants, conditions and restrictions
described in the Declaration, except to the extent that the same are modified or
amended herein, all as a part of Declarant's uniform plan or scheme for
development of the Property.

NOW, THEREFORE, the Declarant and Lake Olympia Sales & Management all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall run with the property constituting the Subdivision and shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Thirty-Three (33), inclusive in Block One (1), and Lots One (1) through Twenty-Four (24) in Block Two (2), inclusive in Block Two (2), all in Oyster Creek Place at Lake Olympia Section Four, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 1378B in the Plat Records of Fort Bend County, Texas.

2. The first sentence of Article III, Section 9(b), "Rates of Assessment" is hereby amended to the following extent and to the following extent only:

(b) Anything herein to the contrary notwithstanding, the Assessment applicable to any Lot owned by a Builder upon which no Living Unit has been fully constructed and any Lot owned by Declarant or Lake Olympia Sales & Management, shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Assessment.

3. Article V, Section 4, "Approval of Plans" is hereby amended to the following extent and to the following extent only:

(a) Plans for landscaping, except where they might affect existing trees on the lot, and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems, or installations, but shall include any details of any exterior mechanical, electrical, and plumbing structures;

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan;

(d) All plans, submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show, but not be limited to, the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that: (i) the slab or foundation be of pier and beam or pier and slab construction, (ii) a tree preservation plan be provided, and/or (iii) adjustments be made in the location, height and extent of improvements, to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

4. The following sections of Article VII are amended as follows:

Section 2. Improvement of Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than (1) one detached single-family dwelling, which shall not exceed two and one-half (2-1/2) stories in height; (ii) no more than one private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the side of the Lot and shall not face the street, unless specifically approved in writing by the Architectural Control Committee; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed in writing by the Architectural Control Committee and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face towards the street which is the furthest from the building setback line for such Lot. The front exterior wall of a dwelling will be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,600 square feet of living area, if a one story Living Unit and not less than 2,000 square feet of living area, if a one and one-half story, two story or two and one-half story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and greenhouses. Measurements shall be to the face of the outermost exterior walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as in existence or (ii) asphalt or composition type shingles of a minimum of 250 pound - dimensional type, comparable in color to aged or weathered wood shingles. The decision to such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the side of the Lot and not face the street, unless specifically approved in writing by the Architectural Control Committee. No garage shall be any closer to the street in the back of the house, unless specifically approved in writing by the Architectural Control Committee.

Section 27. Exceptions. For purposes of this Section 27 only, "Declarant" shall mean Lake Olympia Sales & Management, its successors and assigns and such rights granted to the Declarant pursuant to this Section shall only extend to the Subdivision being annexed hereby; moreover, such rights shall not include, nor shall same impair or diminish, actions or approvals of the Architectural Control Committee.

5. There is added to Article VII new Sections 33 and 34 as follows:

Section 33. Window Coverings. Each owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are close, shall be on white or neutral color.

Section 34. Tree Preservation. The following shall apply to all Lots containing existing trees:

(a) For the purposes of the restrictions the term "Tree" shall mean those existing that are more than six (6) inches in diameter and a height of five (5) feet from the existing ground.

(b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the Lot in such a way as to minimize the number of Trees which must be cut or removed.

(c) A site plan reflecting the location of all existing Trees and their species, and the proposed location of all improvements, including, houses, garages, driveways, walkways, patios, decks, and any other improvements, structure or facility to be placed upon the Lot shall be submitted to and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing Trees during construction and as a result of proposed improvements shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction of any improvements on the Lot.

(e) The Architectural Control Committee shall have the right to require the installation of tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damage to Trees due to construction or improvements to be placed on the Lot.

6. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

7. The Declaration is further amended by substitution of the Exhibits "E" and "F", which are attached hereto and incorporated herein by reference for all purposes for the Exhibits "E" and "F" which are attached to the Declaration.

8. Except as to the extent the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.

9. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

EXECUTED this 8 day of February 1995.

LAKE OLYMPIA DEVELOPMENT, N.V.,
A NETHERLAND ANTILLES CORPORATION
d/b/a LAKE OLYMPIA DEVELOPMENT

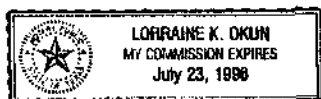
[Signature]
BY: _____
NAME: David Tsai
TITLE: Managing Director

LAKE OLYMPIA SALES & MANAGEMENT

[Signature]
BY: _____
NAME: Andrew Choy
TITLE: Owner

THE STATE OF TEXAS X
 X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on the 8 day of
February, 1995, by David Tsai, Managing Director of LAKE OLYMPIA
DEVELOPMENT, N.V., d/b/a LAKE OLYMPIA DEVELOPMENT, on behalf of said corporation.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
NAME: Lorraine Okun
MY COMMISSION EXPIRES: 7-23-98

THE STATE OF TEXAS X
 X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on the 8 day of
February, 1995, by Andrew Choy, Owner of LAKE OLYMPIA SALES &
MANAGEMENT, on behalf of said corporation.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
NAME: Lorraine Okun
MY COMMISSION EXPIRES: 7-23-98

Return to:
Lake Olympia Development
2700 Lake Olympia Parkway
Missouri City, TX 77459

STREET TREE PLANTING

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE OF THE LOT ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES SHALL HAVE A SPACING EQUIVALENT TO THE FRONT OF THE LOT SPACING AND SHALL BE PLACED THREE (3) BACK OF SIDEWALK.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES IN THE FRONT OF THE LOT ARE REMOVED OR DIE EITHER DURING CONSTRUCTION OF THE HOME OR AT A LATER TIME. THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO REQUIRE STREET TREES AN ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE

- A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN); HORTICULTURAL STANDARDS
- B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION
- C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
- D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES

2. PRODUCT AND PLANTING SPECIFICATIONS

- A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS
- B. SEE CHART "AA" FOR TREE TYPES AND STREET LOCATION
- C. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE
- D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS OR ADJACENT PROPERTY

CHART "AA"

STREET NAME	TREE TYPE	BOTANICAL NAME
WEeping WILLOW PLACE	WILLOW OAK	QUERCUS NEGRA
DESERT ROSE PLACE	MAGNOLIA	MAGNOLIA GRANDIFLORA
MAGNOLIA BROOK PLACE	MAGNOLIA	MAGNOLIA GRANDIFLORA

FILED AND RECORDED

2 15 95 3:40 P M 01 42100 9507010

Glenn Wilson

Glenn Wilson Co. Clerk
Fort Bend Co., Tx

4369
8642954

DECLARATION OF ANNEXATION

OF

THE PENINSULAS AT LAKE OLYMPIA, SECTION ONE

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT, N.V, a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the properties described on Exhibits "A", "B", and "C", which are attached hereto and incorporated herein by reference for all purposes (the "Property") upon which Declarant proposes to develop a residential/mixed use commercial community to be known as Lake Olympia pursuant to a common or uniform plan or scheme of development;

AND, WHEREAS, by virtue of a Declaration of Covenants, Conditions, and Restrictions ("Declaration"), recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA SECTION ONE and has imposed upon such subdivision the covenants, conditions, and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described on Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as THE PENINSULAS AT LAKE OLYMPIA SECTION ONE (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions, and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of

PLEASE RETURN TO:

Lake Olympia Development
2700 Lake Olympia Parkway
Missouri City, TX 77459

Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold, and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants, and conditions shall run with the property constituting the Subdivision and shall be binding upon any person or entity owning or claiming any right, title, or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors, and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants, and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Five (5), inclusive in Block One (1); Lots Six (6) through Fifteen (15), inclusive, in Block Seven (7); Lots Nineteen (19) through Twenty-Six (26), inclusive, in Block Seven (7); and Lots Two (2) through Nine (9), inclusive, in Block Eight (8), all in The Peninsulas at Lake Olympia Section One, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded on Slide No. 567A in the Plat Records of Fort Bend County, Texas.

2. All Lots within this Subdivision, other than Lots One (1) through Five (5) in Block One (1) and Lots Twenty-Five (25) and Twenty-Six (26) in Block Seven (7), are hereby declared to be Waterway Lots.

3. Article VI, Section 3, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder

or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;

- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems, or installations, but shall include any details of any exterior mechanical, electrical, and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans, submitted to the Architectural Control Committee, including partial, preliminary, and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab construction, to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the Lot or within the Subdivision.

4. The following Sections of Article VIII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars, which garages shall open to the side of the Lot and shall not face the street unless specifically approved in writing by the Architectural Control Committee; (iii) servant's quarters for household and domestic employees actually employed by the Owner or resident of a Lot; and (iv) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to by Declarant, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is the furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision with the exception of Living Units constructed upon Lots One (1) through Five (5) in Block One (1) shall contain not less than two thousand five hundred (2,500) square feet of living area if a one-story Living Unit and not less than three thousand (3,000) square feet of

living area if a two-story Living Unit; provided, however, that Living Units constructed upon Lots One (1) through Five (5) in Block One (1) shall contain not less than two thousand three hundred (2,300) square feet of living area if a one-story Living Unit and not less than two thousand eight hundred (2,800) square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters, and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 300 pound - dimensional type, comparable in color to aged or weathered wood shingles. The decision to such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the side of the Lot and shall not face the street.

Section 10. Fences. Except with regard to Lots One (1) through Five (5) in Block One (1) (as to which the provisions of Article VIII, Section 10 of the original Declaration shall control), no Owner shall be required to build any fence on the back portion of any Lot, and no Owner shall build any fence or other similar structure on the back portion of any Lot without the express, prior written approval of the Architectural Control Committee. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the Subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

5. There is added to Article VIII a new Section 33 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are closed, shall be of a white or neutral color.

6. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and

incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.

7. Article VIII, Section 29 is deleted in its entirety.

8. Except the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions, and reservations contained in the Declaration shall be and remain in full force and effect.

9. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 23rd day of August, 1986.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles corporation
d/b/a LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: [Signature]
ANDREW CHOY, President

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on this the 23rd day of August, 1986 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.

Lorraine K. Treich
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NAME: Lorraine K. Treich
MY COMMISSION EXPIRES: 10-19-86

038604.015(1)gs

LORRAINE K. TREICH
Notary Public, State of Texas
My Commission Expires October 19, 1986
Bonded by LORRIS AGNEW, Lawyers Surety Corp.

AS PER ORIGINAL

Revised 1-8-82

October 12, 1981

Job No. 176-0000-21

DESCRIPTION OF
PALMER PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 1

Being 359.403 acres of land located in the David Bright League, Abstract 13, Fort Bend County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of Quail Valley Subdivision, Glenn Lakes, Section 1, a subdivision of record in Volume 10, Page 1 of the Plat Records of Fort Bend County, Texas;

Thence, with the south line of said Glenn Lakes, Section 1, North $88^{\circ} 58' 55''$ East, 795.93 feet to a point for corner;

Thence, continuing with said south line, North $88^{\circ} 20' 20''$ East, 280.00 feet to a point for corner;

Thence, leaving said south line, South $01^{\circ} 39' 40''$ East, 336.70 feet to a point for corner;

Thence, South $57^{\circ} 52' 10''$ East, 448.39 feet to a point for corner;

Thence, South $38^{\circ} 22' 03''$ East, 302.76 feet to a point for corner;

Thence, South $50^{\circ} 21' 21''$ East, 903.96 feet to a point for corner;

Thence, South $26^{\circ} 57' 08''$ East, 299.78 feet to a point for corner;

Thence, South $18^{\circ} 14' 45''$ West, 438.36 feet to a point for corner;

Thence, South $61^{\circ} 41' 30''$ West, 297.48 feet to a point for corner;

Thence, South $01^{\circ} 23' 53''$ East, 598.05 feet to a point for corner;
in the north line of Senior Road (60.00 feet wide);

Thence, South $64^{\circ} 56' 34''$ West, 75.36 feet to a point for corner;

Thence, South $61^{\circ} 40' 12''$ West, 590.83 feet to a point for corner
in the aforementioned north line of Senior Road;

Thence, with the north line of Senior Road, South $80^{\circ} 36' 07''$ West,
2825.67 feet to a point for corner in the center line of Oyster Creek;

Thence, with the center line meanders of Oyster Creek the following
nineteen (19) courses:

1. North $36^{\circ} 39' 40''$ West, 90.41 feet to a point for corner;
2. North $56^{\circ} 58' 53''$ West, 789.64 feet to a point for corner;
3. North $58^{\circ} 32' 29''$ West, 712.80 feet to a point for corner;
4. North $85^{\circ} 33' 10''$ West, 645.21 feet to a point for corner;
5. South $80^{\circ} 49' 42''$ West, 185.43 feet to a point for corner;
6. South $87^{\circ} 34' 50''$ West, 165.42 feet to a point for corner;
7. North $73^{\circ} 32' 23''$ West, 221.74 feet to a point for corner;
8. North $41^{\circ} 44' 14''$ West, 212.81 feet to a point for corner;
9. North $10^{\circ} 38' 12''$ West, 235.33 feet to a point for corner;
10. North $41^{\circ} 07' 59''$ East, 159.52 feet to a point for corner;
11. North $34^{\circ} 56' 41''$ East, 198.35 feet to a point for corner;
12. North $53^{\circ} 43' 35''$ East, 203.19 feet to a point for corner;
13. North $62^{\circ} 17' 52''$ East, 174.31 feet to a point for corner;
14. North $60^{\circ} 18' 28''$ East, 100.99 feet to a point for corner;
15. North $45^{\circ} 26' 24''$ East, 118.28 feet to a point for corner;
16. North $31^{\circ} 38' 44''$ East, 531.90 feet to a point for corner;
17. North $03^{\circ} 37' 10''$ West, 501.14 feet to a point for corner;
18. North $16^{\circ} 46' 56''$ West, 125.90 feet to a point for corner;
19. North $64^{\circ} 09' 40''$ West, 198.56 feet to a point for corner;

Thence, leaving said center line, South $07^{\circ} 38' 27''$ East, 119.41
feet to a point for corner;

Thence, North $88^{\circ} 43' 15''$ East, 135.68 feet to a point for corner
in the south line of a replat of Quail Valley Subdivision, Thunderbird,
Section 2, a subdivision of record in Volume 23, Page 3 of the Plat Records
of Fort Bend County, Texas;

Thence, with the south line of said Thunderbird, Section 2 the
following five (5) courses:

Revised 1-8-82

October 12, 1981

Job No. 176-0000-21

1. North $88^{\circ} 13' 48''$ East, 283.63 feet to a point for corner;
2. North $88^{\circ} 43' 55''$ East, 593.59 feet to a point for corner;
3. North $88^{\circ} 59' 29''$ East, 459.22 feet to a point for corner;
4. North $89^{\circ} 04' 57''$ East, 918.79 feet to a point for corner;
5. North $88^{\circ} 37' 56''$ East, 835.47 feet to the southeast corner of said Thunderbird, Section 2, same being in the west line of the aforementioned Glenn Lakes, Section 1;

Thence, with the west line of Glenn Lakes, Section 1, South $00^{\circ} 57' 25''$ East, 8.91 feet to the POINT OF BEGINNING and containing 359.403 acres of land.

LICHliter/JAMESON & ASSOCIATES, INC.

Revised 1/8/82

October 12, 1981

Job No. 180-0000-21

DESCRIPTION OF
PALMER PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 2

Being 332.269 acres of land located in the David Bright League, Abstract 13, Fort Bend County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of Quail Valley Subdivision, Glenn Lakes, Section 1, a subdivision of record in Volume 10, Page 1 of the Plat Records of Fort Bend County, Texas;

Thence, North 88° 53' 11" East, 3,026.35 feet to a point for corner;

Thence, South 01° 06' 49" East, 275.77 feet to a point for corner;

Thence, South 64° 29' 30" East, 76.36 feet to a point for corner;

Thence North 58° 33' 08" East, 243.06 feet to a point for corner;

Thence, South 01° 06' 49" East, 2,939.99 feet to a point for corner in the north line of Senior Road (60.00 feet wide);

Thence, with the north line of Senior Road, South 88° 36' 07" West, 4,497.19 feet to a point for corner;

Thence, leaving said north line, North 01° 23' 53" West, 895.90 feet to a point for corner;

Thence, North 61° 41' 30" East, 297.48 feet to a point for corner;

Thence, North 18° 14' 45" East, 438.36 feet to a point for corner;

Thence, North 26° 57' 08" West, 299.78 feet to a point for corner;

Thence, North 50° 21' 21" West, 903.96 feet to a point for corner;

Thence, North 38° 22' 03" West, 302.76 feet to a point for corner;

EXHIBIT "B"

Page 1 of 2

Revised 1/8/82

October 12, 1981

Job No. 180-0000-21

Thence, North 57° 52' 10" West, 448.39 feet to a point for corner;

Thence, North 01° 39' 40" West, 336.70 feet to a point for corner
in the south line of aforementioned Glenn Lakes, Section 1;

Thence, with the south line of Glenn Lakes, Section One,
North 88° 20' 20" East, 2,164.25 feet to the POINT OF BEGINNING and
containing 332.269 acres of land.

LICHLITER/JAMESON & ASSOCIATES, I

LEGAL DESCRIPTION

53.7577 ACRES IN THE
ELIJAH ROARK LEAGUE, A-77
FORT BEND COUNTY, TEXAS

Being 53.7577 acres in the Elijah Roark League, Abstract 77, Fort Bend County, Texas, more particularly being a portion of that certain 389.5 acre tract of land conveyed to Hermann Hospital Estates by instrument of record in Volume 75, Page 530, Deed Records, Fort Bend County, Texas and said 53.7577 acres being more particularly described by metes and bounds as follows;

BEGINNING at a 1 1/4 inch iron pipe found marking the northwest corner of that certain 3.5489 acre tract conveyed to Dannie Joe DeWalt Robinson by instrument of record in Volume 504, Page 66, Deed Records, Fort Bend County, Texas, same being in the south line of Senior Road;

Thence, leaving said south line of Senior Road, with the west line of said 3.5489 acres, South 10° 36' 47" East, 389.27 feet to a 1/2 inch iron rod set for corner in the approximate centerline of a drainage swale;

Thence, leaving the west line of said 3.5489 acres, with the approximate centerline of said drainage swale, the following eleven (11) courses:

1. South 86° 38' 21" West, 50.72 feet to a 1/2 inch iron rod set for corner;
2. South 86° 38' 21" West, 144.35 feet to a 1/2 inch iron rod set for corner;
3. South 88° 13' 56" West, 154.01 feet to a 1/2 inch iron rod set for corner;
4. South 88° 36' 21" West, 628.70 feet to a 1/2 inch iron rod set for corner;
5. South 88° 47' 48" West, 490.55 feet to a 1/2 inch iron rod set for corner;

6. South 88° 29' 19" West, 386.99 feet to a 1/2 inch iron rod set for corner;
7. South 88° 32' 18" West, 420.79 feet to a 1/2 inch iron rod set for corner;
8. South 88° 20' 20" West, 484.90 feet to a 1/2 inch iron rod set for corner;
9. South 67° 04' 26" West, 47.60 feet to a 1/2 inch iron rod set for corner;
10. South 35° 02' 58" West, 313.15 feet to a 1/2 inch iron rod set for corner;
11. South 85° 32' 47" West, 186.41 feet to a 1/2 inch iron rod set for corner;

Thence, South 53° 24' 21" West, 149.91 feet to a 1/2 inch iron rod set for corner, same being in the northeasterly line of Rustlers Crossing, a subdivision of record in Volume 28, Page 2, Map Records, Fort Bend County, Texas;

Thence, with said northeasterly line, the following five (5) courses:

1. North 44° 21' 45" West, 52.21 feet to a 1/2 inch iron rod set for corner;
2. North 82° 47' 45" West, 288.10 feet to a 1/2 inch iron rod set for corner;
3. North 56° 34' 29" West, 187.14 feet to a 1/2 inch iron rod set for corner;
4. North 77° 57' 54" West, 510.03 feet to a 1/2 inch iron rod set for corner;
5. North 66° 58' 35" West, 600.97 feet to a 1/2 inch iron rod set for corner, same being the most northerly corner of said Rustlers Crossing;

53.7577 Acres

October 24, 1983

Job No. 173-0104-02

Thence, North 68° 37' 59" West, at 55.51 feet pass the most easterly corner of that certain 84.3676 acre tract conveyed to Colonial Savings Association by instrument of record in Volume 937, Page 723, Deed Records, Fort Bend County, Texas and continue with the northeasterly line of said 84.3676 acres, in all, 166.66 feet to a 1/2 inch iron rod set for corner;

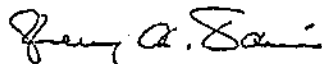
Thence, continuing with said northeasterly line, North 40° 38' 44" West, 205.64 feet to a 1 1/4 inch iron pipe found marking the northeast corner of said 84.3676 acres and the northwest corner of the aforementioned 389.5 acres, same being in the aforementioned south line of Senior Road;

Thence, North 01° 24' 00" West, 30.00 feet to a 1/2 inch iron rod set for corner in the centerline of Senior Road, also being the north line of the aforementioned Elijah Roark League, A-77, and the south line of the David Bright League, A-13;

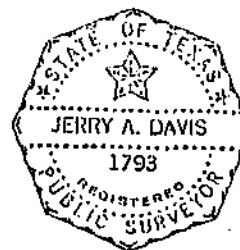
Thence, with said centerline, North 80° 36' 00" East, 5,059.53 feet to a 1/2 inch iron rod set for corner;

Thence, leaving said centerline, South 01° 24' 00" East, 30.00 feet to the POINT OF BEGINNING and containing 53.7577 acres of land.

LICHILITER/JAMESON & ASSOCIATES, INC.



Jerry A. Davis
Registered Public Surveyor
Texas Registration No. 1793



THE PENINSULAS, SECTION ONE

Lot 1, Block 1
Lot 2, Block 1
Lot 3, Block 1
Lot 4, Block 1
Lot 5, Block 1
Lot 6, Block 7
Lot 7, Block 7
Lot 8, Block 7
Lot 9, Block 7
Lot 10, Block 7
Lot 11, Block 7
Lot 12, Block 7
Lot 13, Block 7
Lot 14, Block 7
Lot 15, Block 7
Lot 19, Block 7
Lot 20, Block 7
Lot 21, Block 7
Lot 22, Block 7
Lot 23, Block 7
Lot 24, Block 7
Lot 25, Block 7
Lot 26, Block 7
Lot 2, Block 8
Lot 3, Block 8
Lot 4, Block 8
Lot 5, Block 8
Lot 6, Block 8
Lot 7, Block 8
Lot 8, Block 8
Lot 9, Block 8

The following list designates types of sidewalks adjacent to specific lots in the Peninsulas at Lake Olympia, Section One.

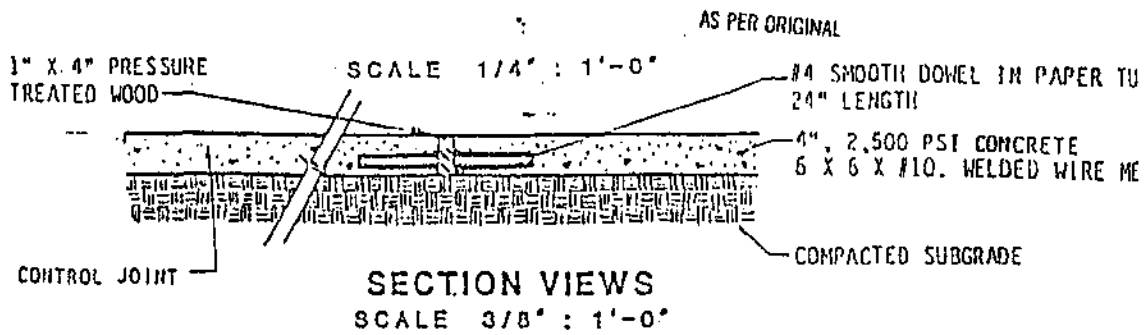
TYPE "G": Lot 6, Block 7
Lot 8, Block 7

TYPE "H": Lots 2 - 5, Block 1 (Both inclusive)
Lots 9 - 12, Block 7 (Both inclusive)
Lots 14 & 15, Block 7
Lot 19, Block 7
Lots 21 - 24, Block 7 (Both inclusive)
Lots 2 - 6, Block 8 (Both inclusive)
Lots 8 & 9, Block 8

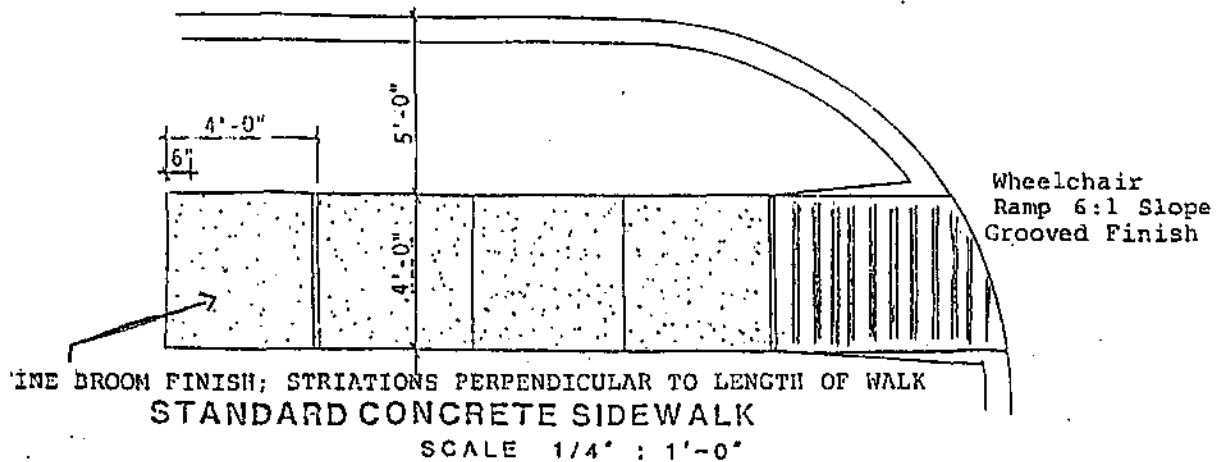
TYPE "I": Lot 13, Block 7
Lot 20, Block 7
Lot 7, Block 8

TYPE "J": Lot 1, Block 1
Lots 25 & 26, Block 7

TYPE "K": Lot 8, Block 7

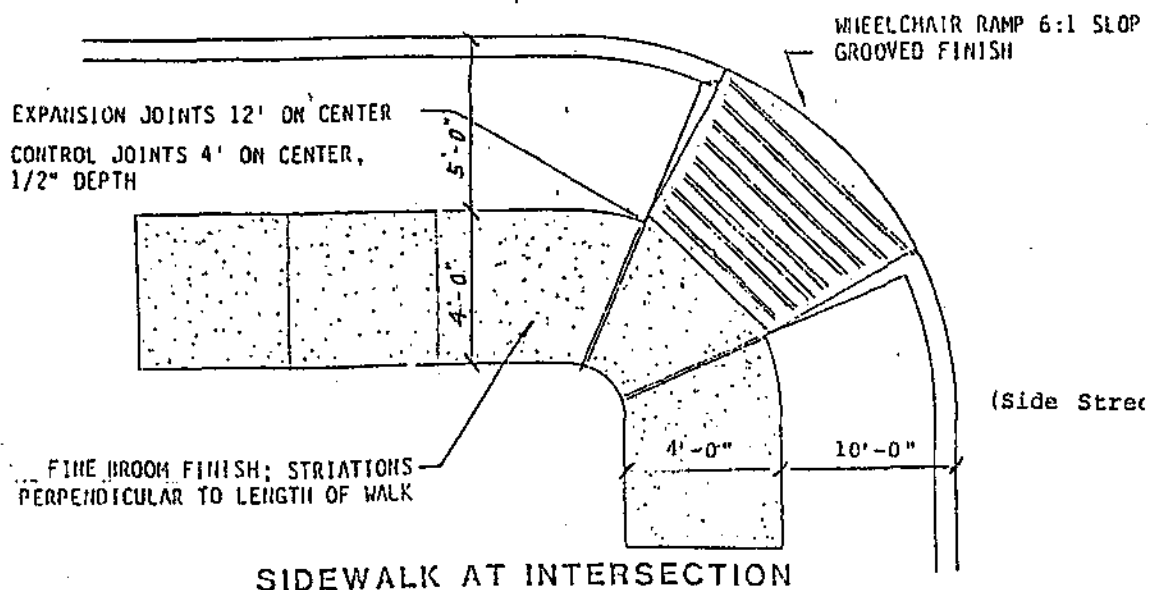


TYPE "A"

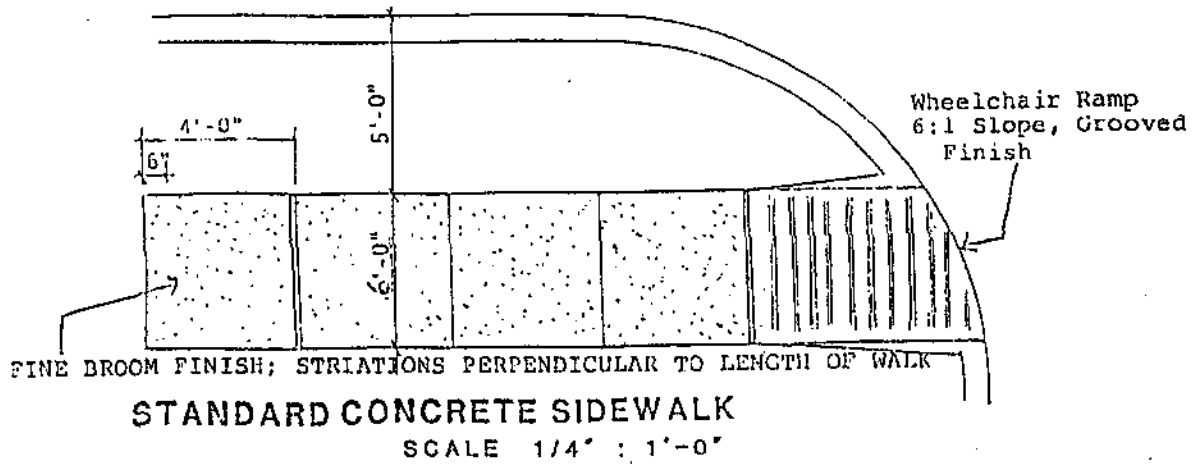


(Front Street)

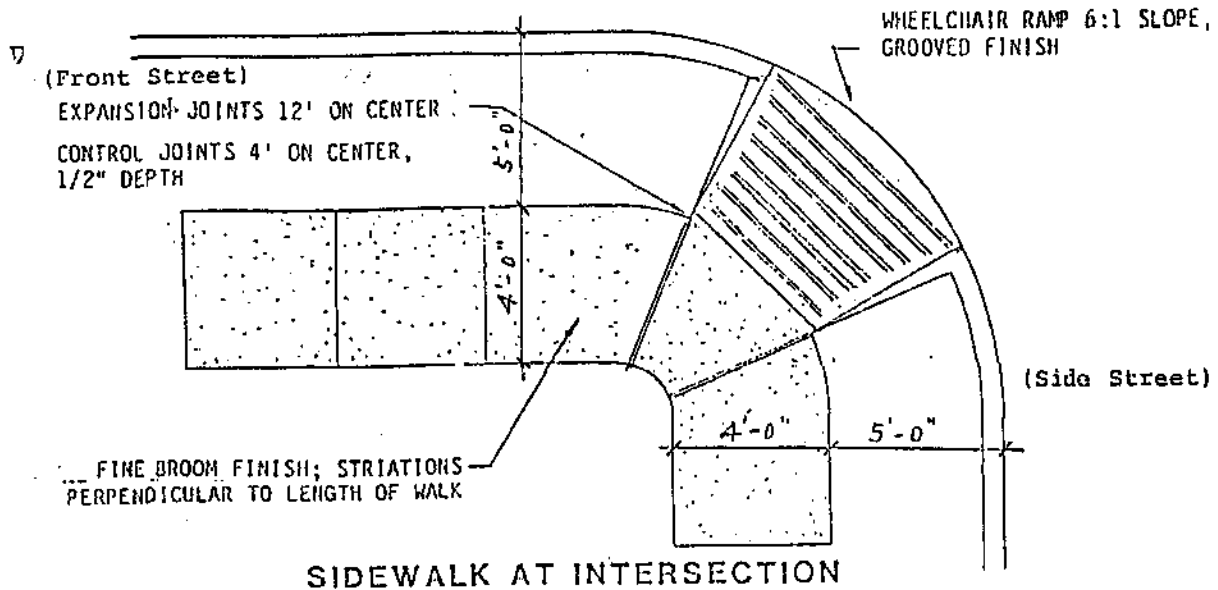
TYPE "B"



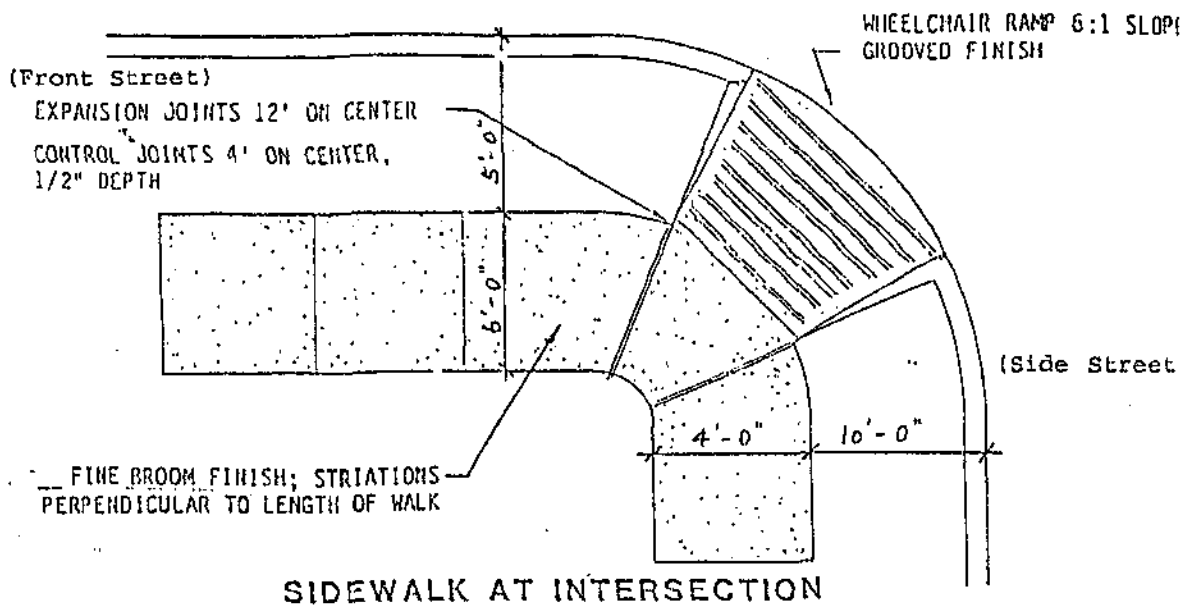
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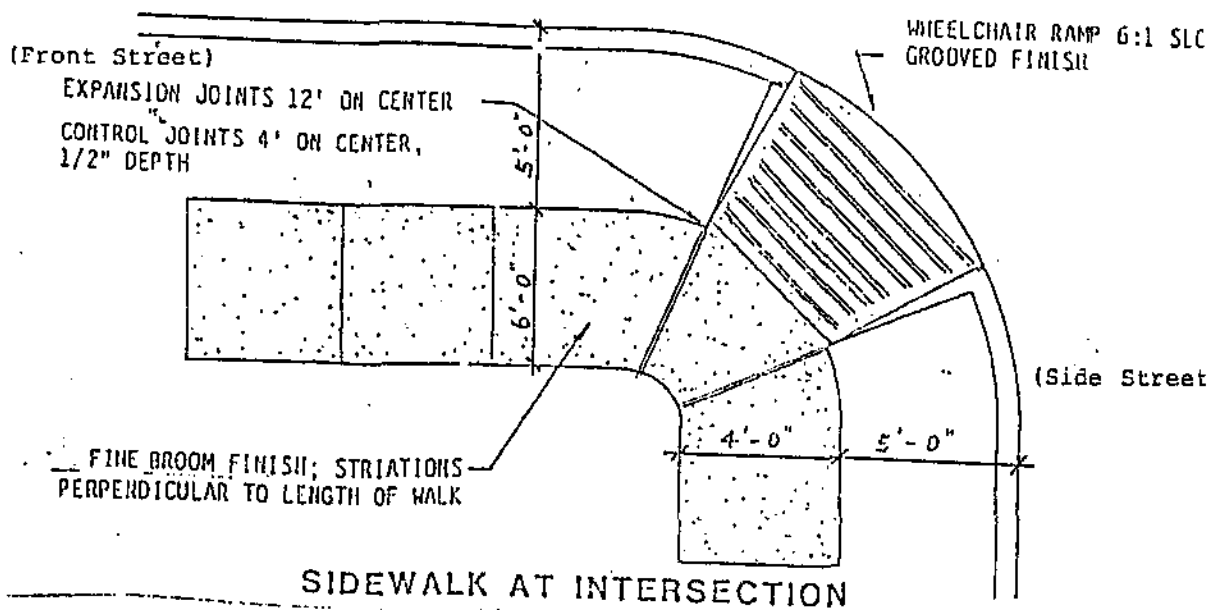
TYPE "D"



TYPE "E"

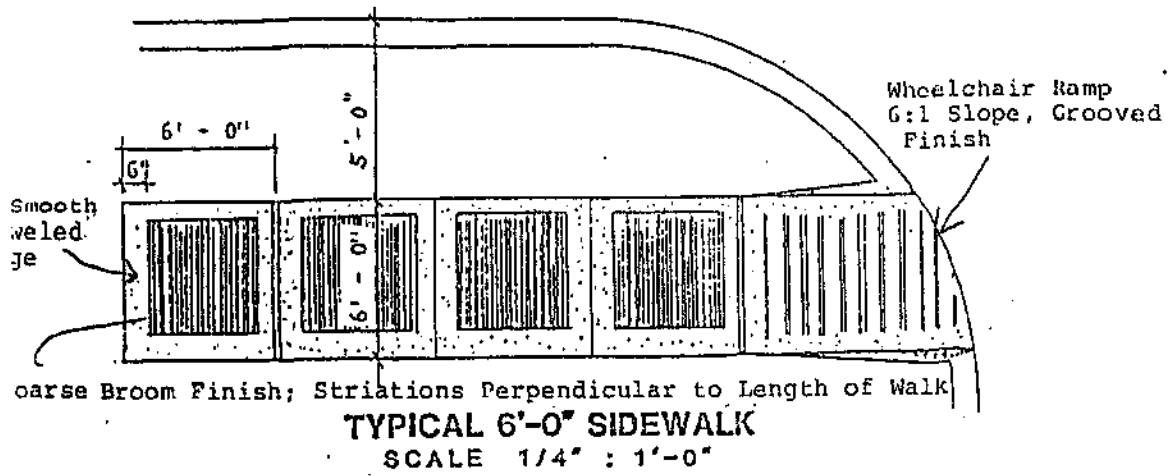


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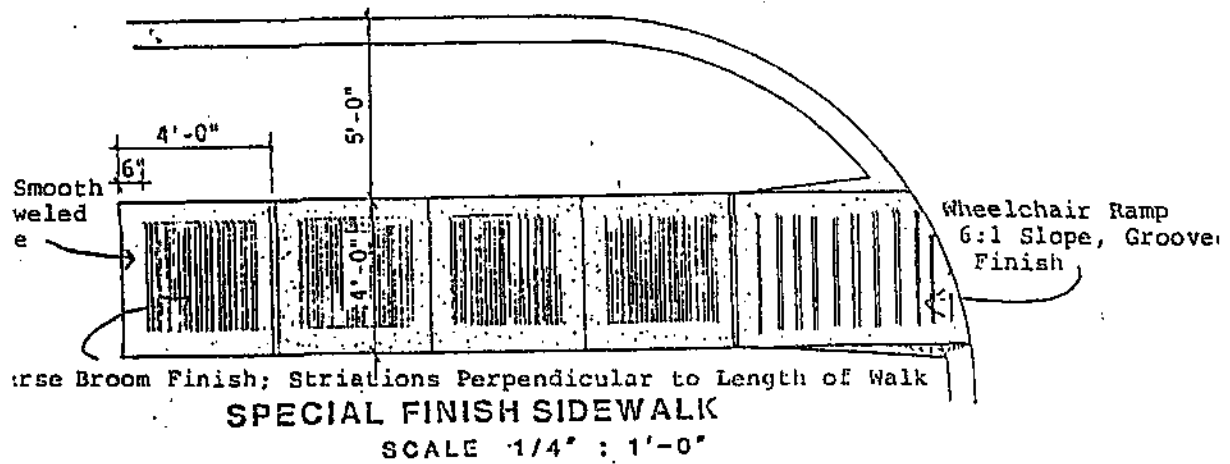


SCALE 1/4" : 1'-0"

TYPE "G"



TYPE "H"

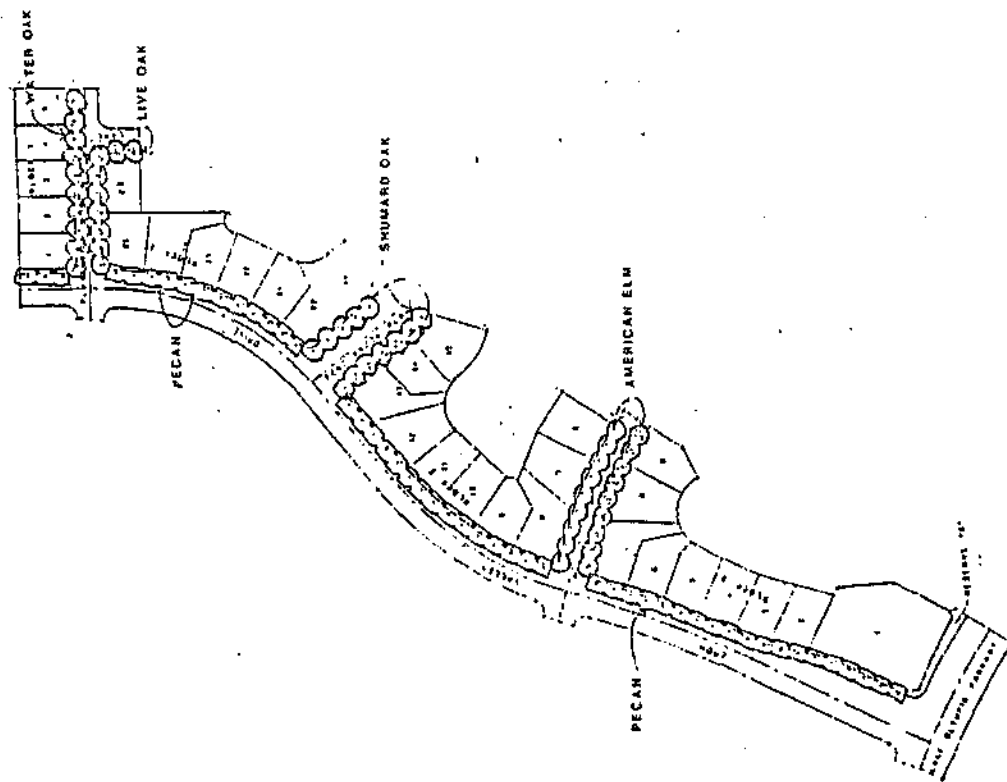


1876 0724

AS PER ORIGINAL

COMMON NAME	BOTANICAL NAME	SIZE
PECAN	CARYA ILLINOENSIS	2-3 1/2' CAL
LIVE OAK	QUERCUS VIRGINIANA	
SHUMARD OAK	QUERCUS SHUMARDII	
AMERICAN ELM	ULMUS AMERICANA	

TYPICAL TREE SPACING 135 FT.



STREET TREE PLAN

EXHIBIT F



DECLARATION OF ANNEXATION
FOR
SUNRISE BAY AT LAKE OLYMPIA
SECTION ONE

THE STATE OF TEXAS
COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N.V., a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B" and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as SUNRISE BAY AT LAKE OLYMPIA, SECTION ONE (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon

any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions this Declaration of Annexation shall only cover and affect the following described

property:

lots One (1) through Twenty-Seven (27), inclusive in Block One (1); lots One (1) through Five (5), inclusive in Block Two (2); and lots One (1) through Fifteen (15), inclusive in Block Three (3); and all in Sunrise Bay at Lake Olympia, Section One (1), a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 1276B in the Plat Records of Fort Bend County, Texas.

2. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed living unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show the location of the proposed foundation or slab upon each lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the lot or within the subdivision.

3. The following Sections of Article VII are amended as follows:

Section 2. Improvement on lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the lot, which garages shall open to the front of the lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the lot, which greenhouse must not be visible from the street or adjacent property unless agreed to construction of such greenhouse. No carports (which shall not include porte-cocheres) shall be allowed on any lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on lots so as to front the street upon which the lot faces. A corner lot shall be deemed to face toward the street which is furthest from the building setback line for such lot. The front exterior wall of a dwelling shall be constructed so as to be either parallel to the street upon which the lot faces.

Section 7. Size. Each living unit constructed upon a lot within the Subdivision shall contain not less than 1,600 square feet and not more than 2,500 square feet of living area if a one-story living unit and not less than 2,000 square feet and not more than 3,100 square feet of living area if a two-story living unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any living unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 235 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each living unit shall have an attached or a detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a lot shall keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable of all lots of the Subdivision. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

4. There is added to Article VII new Sections 33 as follows:

Section 33. Window Coverings. Each Owner and occupant of a living unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvement, structure or facility to be placed upon the lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee shall have the commencement of construction.

- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages to construction or improvements to be placed on the Lot.
5. There is added to Article X a new Section 12 as follows:
- Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.
6. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
7. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.
8. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 27th day of December, 1993.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: [Signature]
ANDREW CHOY, President

U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

BY: _____
JAMES M. WILSON, Manager

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 27th day of December, 1993 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Lorraine K. Okun
MY COMMISSION EXPIRES: 7-23-96

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the _____ day of _____, 1993 by JAMES M. WILSON, Manager of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on behalf of said _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: _____
MY COMMISSION EXPIRES: _____

RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TX 77459

STREET TREE PLANTING

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE OF THE LOT ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES SHALL HAVE A SPACING EQUIVALENT TO THE FRONT OF THE LOT SPACING AND SHALL BE PLACED THREE (3) BACK OF SIDEWALK.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES IN THE FRONT OF THE LOT ARE REMOVED OR DIE EITHER DURING CONSTRUCTION OF THE HOME OR AT A LATER TIME. THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO REQUIRE STREET TREES AN ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE
 - A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN): HORTICULTURAL STANDARDS
 - B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION
 - C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
 - D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES
2. PRODUCT AND PLANTING SPECIFICATIONS
 - A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS
 - B. SEE CHART "AA" FOR TREE TYPES AND STREET LOCATION
 - C. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE
 - D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS OR ADJACENT PROPERTY

2609 1278

AS FOR VARIOUS

CHART "AA"

STREET NAME	TREE TYPE	BOTANICAL TYPE
SUNRISE DRIVE	LIVE OAK	QUERCUS VIRGINIANA
BAYVIEW COURT	SHUMARD OAK	QUERCUS SHUMARDI
PARKVIEW LANE	LIVE OAK	QUERCUS VIRGINIANA
MORNING GLORY COURT	GREEN ASH	FRAXINUS PENNSYLVANICA

DECLARATION OF ANNEXATION

FOR

SUNRISE BAY AT LAKE OLYMPIA

SECTION TWO

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N.V., a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B" and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as SUNRISE BAY AT LAKE OLYMPIA, SECTION TWO (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon

any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions this Declaration of Annexation shall only cover and affect the following described property:

Lots Six (6) through Forty-Three (43), inclusive in Block Two (2); Lots Sixteen (16) through Twenty-Six (26), inclusive in Block Three (3); and Lots One (1) through Eight (8), inclusive and Lots Fifty-Three (53), Fifty-Four (54), and Seventy (70), inclusive in Block Four (4); and all in Sunrise Bay at Lake Olympia, Section Two (2), a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 1295A in the Plat Records of Fort Bend County, Texas.

2. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show the location of the proposed foundation or slab upon each lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the lot or within the subdivision.

3. The following Sections of Article VII are amended as follows:

Section 2. ~~Improvement on lots.~~ No building or other structure of any kind or type shall be constructed, maintained or allowed on any lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the lot, which garage shall open to the front of the lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the lot, which greenhouse must not be visible from the street or adjacent property unless agreed to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.

Section 7. Size. Each living unit constructed upon a Lot within the Subdivision shall contain not less than 1,600 square feet and not more than 2,500 square feet of living area if a one-story living unit and not less than 2,000 square feet and not more than 3,000 square feet of living area if a two-story living unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 235 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or a detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable of all Lots of the Subdivision. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the subdivision plat.

4. There is added to Article VII new Sections 33 as follows:

Section 33. Window Coverings. Each Owner and occupant of a living unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvement, structure or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee shall have the commencement of construction.

- (c) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages to construction or improvements to be placed on the Lot.

5. There is added to Article X a new Section 12 as follows:

Section 12. FIA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

6. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
7. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.
8. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

AS PER ORIGINAL

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 24th day of February, 1994.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: [Signature]
ANDREW CHOY, President

U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

BY: _____
JAMES M. WILSON, Manager

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 24th day of February, 1994 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Lorraine K. Okun
MY COMMISSION EXPIRES: 7.23.96

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the _____ day of _____, 1994 by JAMES M. WILSON, Manager of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on behalf of said _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: _____
MY COMMISSION EXPIRES: _____

RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TX 77459

STREET TREE PLANTING

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE OF THE LOT ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES SHALL HAVE A SPACING EQUIVALENT TO THE FRONT OF THE LOT SPACING AND SHALL BE PLACED THREE (3) BACK OF SIDEWALK.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES IN THE FRONT OF THE LOT ARE REMOVED OR DIE EITHER DURING CONSTRUCTION OF THE HOME OR AT A LATER TIME. THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO REQUIRE STREET TREES AN ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE
 - A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN): HORTICULTURAL STANDARDS
 - B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION
 - C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
 - D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES
2. PRODUCT AND PLANTING SPECIFICATIONS
 - A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS
 - B. SEE CHART "AA" FOR TREE TYPES AND STREET LOCATION
 - C. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE
 - D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS OR ADJACENT PROPERTY

CHART "AA"

STREET NAME	TREE TYPE	BOTANICAL TYPE
MORNING GLORY COURT	CEDAR ELM	ULMUS CRASSIFOLIA
RAINBOW VALLEY COURT	GREEN ASH	FRAXINUS PENNSYLVANICA
SUNSHINE LANE	LIVE OAK	QUERCUS ILLINOENSIS
SUNSHINE COURT	PECAN	CARYA ILLINOENSIS
MORNING DEW PLACE	CEDAR ELM	ULMUS CRASSIFOLIA
PARKVIEW LANE	LIVE OAK	QUERCUS VIRGINIANA

FILED AND RECORDED

11-18-94 11:03 CT \$61.00

*Dianne Wilson*Dianne Wilson - County Clerk
Fort Bend County, Texas

253

DECLARATION OF ANNEXATION

FOR

SUNRISE BAY AT LAKE OLYMPIA

SECTION THREE

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N.V., a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B" and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development;

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as SUNRISE BAY AT LAKE OLYMPIA, SECTION THREE (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon

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any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions this Declaration of Annexation shall only cover and affect the following described property:

Lots Nine (9) through Fifty-Two (52), inclusive in Block Four (4); and Lots Fifty-Five (55) through Sixty-Nine (69), inclusive in Block Four (4); and all in Sunrise Bay at Lake Olympia, Section Three (3), a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 1351B in the Plat Records of Fort Bend County, Texas.

2. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

3. The following Sections of Article VII are amended as follows:

Section 2: Improvement on lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the front of the lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

- (c) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages to construction or improvements to be placed on the Lot.

5. There is added to Article X a new Section 12 as follows:

Section 12: FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

6. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
7. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.
8. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.

Section 7. Size. Each living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,600 square feet and not more than 2,500 square feet of living area if a one-story Living Unit and not less than 2,000 square feet and not more than 3,000 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 235 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or a detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable of all Lots of the Subdivision. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

4. There is added to Article VII new Sections 33 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvement, structure or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee shall have the commencement of construction.

AS PER ORIGINAL

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 18th day of November, 1994.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: [Signature]
ANDREW CHOY, President

U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

BY: _____
JAMES M. WILSON, Manager

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 18th day of November, 1994 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Lorraine K. Okun
MY COMMISSION EXPIRES: 7.23.96

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the _____ day of _____, 1994 by JAMES M. WILSON, Manager of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on behalf of said _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: _____
MY COMMISSION EXPIRES: _____

RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TX 77459

STREET TREE PLANTING

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE OF THE LOT ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES SHALL HAVE A SPACING EQUIVALENT TO THE FRONT OF THE LOT SPACING AND SHALL BE PLACED THREE (3) BACK OF SIDEWALK.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES IN THE FRONT OF THE LOT ARE REMOVED OR DIE EITHER DURING CONSTRUCTION OF THE HOME OR AT A LATER TIME. THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO REQUIRE STREET TREES AN ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE

- A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN): HORTICULTURAL STANDARDS
- B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION
- C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
- D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES

2. PRODUCT AND PLANTING SPECIFICATIONS

- A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS
- B. SEE CHART "AA" FOR TREE TYPES AND STREET LOCATION
- C. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE
- D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS OR ADJACENT PROPERTY

CHART "AA"

STREET NAME	TREE TYPE	BOTANICAL TYPE
MORNING DEW PLACE	CEDAR ELM	ULMUS CRASSIFOLIA
SUNDOWN COURT	CEDAR ELM	ULMUS CRASSIFOLIA
PARKVIEW LANE	LIVE OAK	QUERCUS VIRGINIANA

FILED AND RECORDED

11 18-94 A11:03 CT \$61.00

Dianne Wilson

Dianne Wilson - County Clerk
Fort Bend County, Texas

FIRST PARTIAL AMENDMENT OF DECLARATION OF ANNEXATION

FOR

THE PENINSULAS AT LAKE OLYMPIA SECTION FOUR

TO ESTABLISH

SWAN ISLE, SECTION ONE

THE STATE OF TEXAS
COUNTY OF FORT BEND

THIS FIRST PARTIAL AMENDMENT FOR DECLARATION OF ANNEXATION FOR THE PENINSULAS AT LAKE OLYMPIA, SECTION FOUR TO ESTABLISH SWAN ISLE, SECTION ONE, is made by LAKE OLYMPIA DEVELOPMENT N. V., a Netherlands Antilles Corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant") AND AMENITY INVESTMENTS, INC. (AMENITY).

WHEREAS, Declarant and Amenity has heretofore executed and recorded a Declaration of Annexation for THE PENINSULAS AT LAKE OLYMPIA, SECTION FOUR, which is recorded in Volume 2162, Page 1614 of the Official Records of Fort Bend County, Texas, ("the Declaration of Annexation") and which is a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1011 A & B in the Plat Records of Fort Bend County, Texas.

AND, WHEREAS, The Declarant and Amenity desire to amend the Declaration of Annexation to create out of a portion of THE PENINSULAS AT LAKE OLYMPIA, SECTION FOUR, a subdivision to be known as SWAN ISLE, SECTION ONE (the "subdivision") as described in Exhibit "D" attached hereto and incorporated therein, and previously recorded as The Amending Plat of the Peninsulas Estates at Lake Olympia, Section One, according to the map or plat thereof recorded in Slide No. 1411B in the Plat Records of Fort Bend County, Texas, and to impose upon the property constituting the Subdivision certain easements, covenants, conditions and restrictions which are in lieu of those set forth in the Declaration of Annexation and which amend those set forth in the Declaration;

NOW, THEREFORE, Declarant and Amenity hereby declare that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows and are in lieu of those set forth in the Declaration of Annexation and shall in no way impair the rights of any person or entity owning or claiming any right, title or interest in or to any portion of the remainder of the property in PENINSULAS AT LAKE OLYMPIA, SECTION FOUR and their heirs, successors and assigns:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lot One (1) through Lot Thirteen (13) inclusive in Block One (1), and Lots One (1) through Thirteen (13) inclusive in Block Two (2) and Lot Sixty-Five (65) through Seventy-Four (74) inclusive in Block Two (2), and Lot One (1) through Three (3) inclusive in Block Three (3) in An Amending Plat of Swan Isle at Lake Olympia Section One a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1475B in the Plat Records of Fort Bend County, Texas.

2. All Lots One (1) through Thirteen (13) inclusive in Block One (1), and Lots One (1) through Thirteen (13) inclusive in Block Two (2) and Lot Sixty-Five

(65) through Seventy-Four (74) inclusive in Block Two (2), and Lot One (1) through Three (3) inclusive in Block Three (3) within this Subdivision are hereby declared to be Waterway Lots in all respects and all lots within this Subdivision in both Blocks One (1), Two (2) and Three (3) are hereby declared Private Road Lots, as hereinafter defined.

3. There is added to Article I, new sections 21, 22, 23, and 24 as follows:

Section 21. "Private Road" shall mean and include any pavement, road or other access, all or a portion of which is so designated on any plat, amending plat or replat of the Subdivision and any prior or future Swan Isle sections, and is restricted in use within the Property or the Subdivision and any prior or future Swan Isle sections, up to the curb or shoulder along such Private Road, together with any adjacent areas contained within the boundaries of any right of way applicable to such Private Road and shall include both the pavement contained within such Private Road, the ground or bottom thereunder, and any structures now or hereafter located upon or within such Private Road except residential driveway approaches. The use of which is restricted to owners of property adjacent to the Private Road, their invitees, agents, etc. and to the Declarant, utility companies, governmental agencies, the Homeowners Association, their invitees, agents, etc..

Section 22. "Private Road Assessment" shall mean an assessment levied only against the Private Road Lots (as defined herein) the proceeds of which shall be used to repair, maintain, rebuild, restore, and style or otherwise service any portion of a Private Road and any roadway or set back between a Private Road and the property which it adjoins.

Section 23. "Private Road Lot" shall mean a Lot, any portion of which is bounded by, or which fronts upon or backs up to a Private Road or any portion of a Private Road and shall include, without limitation, those lots designated as Private Road Lots in any Declaration of Annexation hereafter Executed and recorded by Declarant.

Section 24. "Easements" shall mean and refer to the various utility, maintenance, and other easements of record, easements shown on the Plat, and such other easements as are created or referred to in this Declaration.

4. There is added to Article III new sections 14 and 15 as follows:

Section 14. Private Road Assessments. In addition to the General Assessment, Special Assessment, and Waterway Assessment the Association may levy a Private Road Assessment which shall be assessed

against, and shall only be applicable to, Private Road Lots, and shall be subject to the following conditions and limitations:

- (a) The amount of the Private Road Assessment applicable to any Private Road Lot shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Swan Isle Section One and any prior or future Swan Isle sections.
- (b) The Private Road Assessment shall be assessed against each Private Road Lot on an equal basis regardless of frontage along any Private Road.
- (c) The actual amount of any Private Road Assessment shall be set by the Board, upon majority vote, provided that it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve or improve, in any way, any pavement, shoulder or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any pavement or area between curb and Right-of-Way reflected on the plat, amending plat, replat or serving the Subdivision and any prior or future Swan Isle sections.
- (e) The Private Road Assessment shall not take effect or be assessed until January 1, 1997. All lots owned by the Declarant, Amenity, or an active builder shall be exempt from the Private Road Assessment.

Section 15. Private Area Assessment. The Association shall have the right to levy and collect an assessment ("Private Area Assessment") which shall be assessed against and shall only be applicable to the Subdivision and any and any prior or future Swan Isle sections. The proceeds of the Private Area Assessment shall be used as herein after described. The Private Area Assessment shall be subject to the following conditions and limitations:

- (a) The amount of the Private Area Assessment shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Swan Isle Section One and any prior or future Swan Isle sections.
- (b) The Private Area Assessment shall be assessed against each Lot in the Subdivision on an equal basis.
- (c) The actual amount of the Private Area Assessment shall be set by the Board upon a majority vote, provided it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of the Private Area Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure,

preserve or improve, in any way the security, landscaping, entry structures and related appurtenances, including any facilities which support or are ancillary to any Reserve or as entry area reflected on the plat, amending plat, replat or serving the Subdivision and any prior or future Swan Isle sections. Including but not limited to Reserve "D" which is restricted solely for the use of the Association, and Swan Isle Owners and their invitees

- (e) The Private Road Assessment shall not take effect or be assessed until January 1, 1997. All lots owned by the Declarant, Amenity, or an active builder shall be exempt from the Private Road Assessment.

5. Article V, Section Four, "Approval of Plans" is

hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping except where they might affect existing trees and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures;
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation; size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show but not be limited to the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require (1) that the slab or foundation be of pier and beam or pier and slab construction, (2) that a tree preservation plan be provided and (3) that adjustments be made in the location, height and extent of improvements to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the Lot or within the Subdivision.

6. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed three (3) stories in height; (ii) no more than two (2) private garage for no less than two (2) nor more than four (4) passenger cars which garages shall not face any Waterway unless specifically approved in writing by the Architectural Control Committee; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to by Declarant, and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Some part of the property conveyed herein may be wetlands, part of the waters of the United States, as defined by the Federal Water Pollution Prevention and Control Act (Clean Water Act) and regulations promulgated thereunder. As such, the part of the property identified as wetlands may be subject to the jurisdiction of the United States Army Corps of Engineers pursuant to the Clean Water Act. Discharge of dredged or fill material into these waters requires a permit issued by the Corps of Engineers under 33 U.S.C. 1344 (1986 & Supp. 1988). As currently defined by the Corps of Engineers, fill material means "any material used for the primary purpose of replacing an aquatic area with dry land or changing the bottom elevation of any waterbody." 33 C.F.R. 323.2 (e) (1989). Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

Lake Olympia Development is currently covered by a Corps of Engineers Permit No. 16350 (01). All designated wetlands are to be preserved. To aid this, a buffer zone has been designated, in certain areas approximately 50 feet on either side of the existing shoreline, and lake access is to be by boardwalk. No fill or structures, excluding boardwalks or fences where permitted, including temporary structures, shall be placed in the wetlands buffer zone designated on the subdivision plat.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which

the Lot faces, or at an angle thereto which does not exceed 45 degrees, unless otherwise permitted by the Architectural Control Committee

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 2,200 square feet of living area if a one-story Living Unit and not less than 2,700 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 300 pound dimensional type. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or detached enclosed private garage, but in no event more than two (2) garage, for not less than two (2) nor more than four (4) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front side of the Lot, unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. No Owner shall be required to build any fence on any Lot, and no Owner shall build any fence or other similar structure on any Lot or the back portion of any Waterway Lot without the express, prior written approval of the Architectural Control Committee. Unless otherwise specifically agreed to in writing by the Architectural Control Committee, no building, fence or other structure shall be placed or built on any Lot nearer to the front lot line than the building setback lines shown on the subdivision plat. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

All dedicated drainage easements reflected on the Subdivision plat, shall be kept free of all fences, buildings, plantings, and other obstructions that interfere with drainage. Only wrought iron fences with spacings not less than four inches and not more than six inches shall be allowed within the drainage easement. All improvements within the drainage easement shall be subject to the approval of the party ultimately responsible for its maintenance as a drainage easement.

Section 30. Exterior Lighting. The approval of the Architectural Control Committee must be obtained in writing prior to the installation of any floodlights, flood lamps, gas lights or any other type of exterior lighting on any Lot. One gas pole lamp shall be placed on each lot of a type and at a location as set by the Architectural Control Committee unless specifically approved in writing by the Architectural Control Committee.

7. There is added to Article VII new Sections 33, 34, 35, 36, and 37 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be on white or neutral color.

Section 34. Height Restrictions on Waterway Lot. Unless the Architectural Control Committee specifically agrees in writing to the contrary, no portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than three (3') feet above the natural elevation of the Lot at any point on the Lot. No structure, fences or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to materially prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground.
- (b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvements, structure or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

Section 36. Maintenance of Rear Yards, Decks, Porches and Patios. Rear yards, decks, porches and patios shall be kept neat in appearance. Except for normal and customary patio furniture, storage of household goods, furniture, appliances or any other similar item shall not be allowed.

Section 37. Utility Easements; Liability. Declarant, its successors and assigns, reserves the easements and rights-of-way as shown on the Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, cable television and telephone line or lines, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the Properties.

Neither Declarant, its assigns, agents, employees or servants nor any utility company using the easements hereinbefore referred to shall be liable for any damages done by them to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by said easements.

It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by Declarant, or any easement owner or their agents, through, along or upon the premises affected, the right to maintain repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly reserved by Declarant.

There is added to Article X, a new section 12 as follows:

Section 12. FHA/VA Approval. As long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

9. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
10. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.

11. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 25th day of April, 1996^{uu}.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: David K.C. Tsai
DAVID K.C. TSAI, Managing
Director
AMENITY INVESTMENTS, INC.

BY: Andrew Choy
ANDREW CHOY
President of Houston Division

APPROVED BY:
I Y HOANG DO, OWNER of Lot 9 Block 2

BY: I Y Hoang Do
I Y Hoang Do

APPROVED BY:
U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

BY: James M. Wilson
JAMES M. WILSON, Manager

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 25th day of April, 1996^{uu} by DAVID K.C. TSAI, Managing Director of LAKE OLYMPIA DEVELOPMENT, N. V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.



Michelle E. Watkins
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Michelle E. Watkins
MY COMMISSION EXPIRES: 4-26-99

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 25th day of April, 1996^{uu} by ANDREW CHOY, President of Houston Division of AMENITY INVESTMENTS, INC. on behalf of said corporation.



Michelle E. Watkins
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Michelle E. Watkins
MY COMMISSION EXPIRES: 4-26-99

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the _____ day of _____, 1995 by JAMES M. WILSON, Manager of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on behalf of said _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NAME: _____

MY COMMISSION EXPIRES: _____

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 23rd day of April, 1995 by I Y HOANG DO, as Owner of the Lot Nine in Block Two. *Q*

Leticia Rodriguez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NAME: *Leticia Rodriguez*

MY COMMISSION EXPIRES: 10-30-99



RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

Revised 1-8-82

October 12, 1981

Job No. 176-0000-21

DESCRIPTION OF
PALMER PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 1

Being 359.403 acres of land located in the David Bright League, Abstract 13, Fort Bend County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of Quail Valley Subdivision, Glenn Lakes, Section 1, a subdivision of record in Volume 10, Page 1 of the Plat Records of Fort Bend County, Texas;

Thence, with the south line of said Glenn Lakes, Section 1, North $88^{\circ} 58' 55''$ East, 795.93 feet to a point for corner;

Thence, continuing with said south line, North $88^{\circ} 20' 20''$ East, 280.00 feet to a point for corner;

Thence, leaving said south line, South $01^{\circ} 39' 40''$ East, 336.70 feet to a point for corner;

Thence, South $57^{\circ} 52' 10''$ East, 448.39 feet to a point for corner;

Thence, South $38^{\circ} 22' 03''$ East, 302.76 feet to a point for corner;

Thence, South $50^{\circ} 21' 21''$ East, 903.96 feet to a point for corner;

Thence, South $26^{\circ} 57' 08''$ East, 299.78 feet to a point for corner;

Thence, South $18^{\circ} 14' 45''$ West, 438.36 feet to a point for corner;

Thence, South $61^{\circ} 41' 30''$ West, 297.48 feet to a point for corner;

Thence, South $01^{\circ} 23' 53''$ East, 598.05 feet to a point for corner; in the north line of Senior Road (60.00 feet wide);

Revised T-8-82

October 12, 1981

Job No. 176-0000-21

Thence, South $64^{\circ} 56' 34''$ West, 75.36 feet to a point for corner;

Thence, South $61^{\circ} 40' 12''$ West, 590.83 feet to a point for corner
in the aforementioned north line of Senior Road;

Thence, with the north line of Senior Road, South $88^{\circ} 36' 07''$ West,
2825.67 feet to a point for corner in the center line of Oyster Creek;

Thence, with the center line meanders of Oyster Creek the following
nineteen (19) courses:

1. North $36^{\circ} 39' 40''$ West, 90.41 feet to a point for corner;
2. North $56^{\circ} 58' 53''$ West, 789.64 feet to a point for corner;
3. North $58^{\circ} 32' 29''$ West, 712.00 feet to a point for corner;
4. North $85^{\circ} 33' 10''$ West, 645.21 feet to a point for corner;
5. South $80^{\circ} 49' 42''$ West, 105.43 feet to a point for corner;
6. South $87^{\circ} 34' 50''$ West, 165.42 feet to a point for corner;
7. North $73^{\circ} 32' 23''$ West, 221.74 feet to a point for corner;
8. North $41^{\circ} 44' 14''$ West, 212.81 feet to a point for corner;
9. North $10^{\circ} 38' 12''$ West, 235.33 feet to a point for corner;
10. North $41^{\circ} 07' 59''$ East, 159.52 feet to a point for corner;
11. North $34^{\circ} 56' 41''$ East, 198.35 feet to a point for corner;
12. North $53^{\circ} 43' 35''$ East, 203.19 feet to a point for corner;
13. North $62^{\circ} 17' 52''$ East, 174.31 feet to a point for corner;
14. North $60^{\circ} 18' 28''$ East, 100.99 feet to a point for corner;
15. North $45^{\circ} 26' 24''$ East, 110.28 feet to a point for corner;
16. North $31^{\circ} 38' 44''$ East, 531.90 feet to a point for corner;
17. North $03^{\circ} 37' 10''$ West, 501.14 feet to a point for corner;
18. North $16^{\circ} 46' 56''$ West, 125.90 feet to a point for corner;
19. North $64^{\circ} 09' 40''$ West, 190.56 feet to a point for corner;

Thence, leaving said center line, South $87^{\circ} 38' 27''$ East, 119.41
feet to a point for corner;

Thence, North $88^{\circ} 43' 15''$ East, 135.60 feet to a point for corner
in the south line of a replat of Quail Valley Subdivision, Thunderbird,
Section 2, a subdivision of record in Volume 23, Page 3 of the Plat Records
of Fort Bend County, Texas;

Thence, with the south line of said Thunderbird, Section 2 the
following five (5) courses:

EXHIBIT "A"

PAGE 2 OF 3

Revised 1-8-82

October 12, 1981

Job No. 176-0000-21

1. North $88^{\circ} 13' 48''$ East, 283.63 feet to a point for corner;
2. North $88^{\circ} 43' 55''$ East, 593.59 feet to a point for corner;
3. North $88^{\circ} 59' 29''$ East, 459.22 feet to a point for corner;
4. North $89^{\circ} 04' 57''$ East, 918.79 feet to a point for corner;
5. North $80^{\circ} 37' 56''$ East, 835.47 feet to the southeast corner of said Thunderbird, Section 2, same being in the west line of the aforementioned Glenn Lakes, Section 1;

Thence, with the west line of Glenn Lakes, Section 1, South $00^{\circ} 57' 25''$ East, 0.91 feet to the POINT OF BEGINNING and containing 359.403 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

Revised 1/8/82
October 12, 1981
Job No. 180-0000-21

DESCRIPTION OF
PALMER PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 2

Being 332.269 acres of land located in the David Bright
League, Abstract 13, Fort Bend County, Texas and being more particularly
described by metes and bounds as follows:

BEGINNING at the southeast corner of Quail Valley Subdivision,
Glenn Lakes, Section 1, a subdivision of record in Volume 10, Page 1
of the Plat Records of Fort Bend County, Texas;

Thence, North 88° 53' 11" East, 3,026.35 feet to a point
for corner;

Thence, South 01° 06' 49" East, 275.77 feet to a point
for corner;

Thence, South 64° 29' 38" East, 76.36 feet to a point
for corner;

Thence North 58° 33' 08" East, 243.06 feet to a point
for corner;

Thence, South 01° 06' 49" East, 2,939.99 feet to a point
for corner in the north line of Senior Road (60.00 feet wide);

Thence, with the north line of Senior Road, South 88°
36' 07" West, 4,497.19 feet to a point for corner;

Thence, leaving said north line, North 01° 23' 53" West,
895.90 feet to a point for corner;

Thence, North 61° 41' 30" East, 297.48 feet to a point for corner

Thence, North 18° 14' 45" East, 438.36 feet to a point for corner

Thence, North 26° 57' 08" West, 299.78 feet to a point for corner

Thence, North 50° 21' 21" West, 903.96 feet to a point for corner

Thence, North 38° 22' 03" West, 302.76 feet to a point for corner

Revised 1/8/82
October 12, 1981
Job No. 180-0000-21

Thence, North 57° 52' 10" West, 448.39 feet to a point for corner;

Thence, North 01° 39' 40" West, 336.70 feet to a point for corner
in the south line of aforementioned Glenn Lakes, Section 1;

Thence, with the south line of Glenn Lakes, Section One,
North 88° 20' 20" East, 2,164.25 feet to the POINT OF BEGINNING and
containing 332.269 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC

LEGAL DESCRIPTION

53.7577 ACRES IN THE
ELIJAH ROARK LEAGUE, A-77
FORT BEND COUNTY, TEXAS

Being 53.7577 acres in the Elijah Roark League, Abstract 77, Fort Bend County, Texas, more particularly being a portion of that certain 389.5 acre tract of land conveyed to Hermann Hospital Estates by instrument of record in Volume 75, Page 530, Deed Records, Fort Bend County, Texas and said 53.7577 acres being more particularly described by metes and bounds as follows;

BEGINNING at a 1 1/4 inch iron pipe found marking the northwest corner of that certain 3.5489 acre tract conveyed to Dannie Joe DeWalt Robinson by instrument of record in Volume 504, Page 66, Deed Records, Fort Bend County, Texas, same being in the south line of Senior Road;

Thence, leaving said south line of Senior Road, with the west line of said 3.5489 acres; South 10° 36' 47" East, 389.27 feet to a 1/2 inch iron rod set for corner in the approximate centerline of a drainage swale;

Thence, leaving the west line of said 3.5489 acres, with the approximate centerline of said drainage swale, the following eleven (11) courses:

1. South 86° 38' 21" West, 50.72 feet to a 1/2 inch iron rod set for corner;
2. South 86° 38' 21" West, 144.35 feet to a 1/2 inch iron rod set for corner;
3. South 88° 13' 56" West, 154.01 feet to a 1/2 inch iron rod set for corner;
4. South 88° 36' 21" West, 628.70 feet to a 1/2 inch iron rod set for corner;
5. South 88° 47' 40" West, 490.55 feet to a 1/2 inch iron rod set for corner;

53.7577 Acres

October 24, 1983
Job No. 173-0104-02

6. South 88° 29' 19" West, 386.99 feet to a 1/2 inch iron rod set for corner;
7. South 88° 32' 18" West, 420.79 feet to a 1/2 inch iron rod set for corner;
8. South 88° 20' 20" West, 484.90 feet to a 1/2 inch iron rod set for corner;
9. South 67° 04' 26" West, 47.60 feet to a 1/2 inch iron rod set for corner;
10. South 35° 02' 58" West, 313.15 feet to a 1/2 inch iron rod set for corner;
11. South 05° 32' 47" West, 186.41 feet to a 1/2 inch iron rod set for corner;

Thence, South 53° 24' 21" West, 149.91 feet to a 1/2 inch iron rod set for corner, same being in the northeasterly line of Rustlers Crossing, a subdivision of record in Volume 28, Page 2, Map Records, Fort Bend County, Texas;

Thence, with said northeasterly line, the following five (5) courses:

1. North 44° 21' 45" West, 52.21 feet to a 1/2 inch iron rod set for corner;
2. North 82° 47' 45" West, 200.10 feet to a 1/2 inch iron rod set for corner;
3. North 56° 34' 29" West, 187.14 feet to a 1/2 inch iron rod set for corner;
4. North 77° 57' 54" West, 510.03 feet to a 1/2 inch iron rod set for corner;
5. North 66° 58' 35" West, 600.97 feet to a 1/2 inch iron rod set for corner, same being the most northerly corner of said Rustlers Crossing;

53.7577 Acres

October 24, 1983

Job No. 173-0104-02

Thence, North 68° 37' 59" West, at 55.51 feet pass the most easterly corner of that certain 84.3676 acre tract conveyed to Colonial Savings Association by instrument of record in Volume 937, Page 723, Deed:Records, Fort Bend County, Texas and continue with the northeasterly line of said 84.3676 acres, in all, 166.66 feet to a 1/2 inch iron rod set for corner;

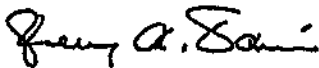
Thence, continuing with said northeasterly line, North 48° 38' 44" West, 205.64 feet to a 1 1/4 inch iron pipe found marking the northeast corner of said 84.3676 acres and the northwest corner of the aforementioned 389.5 acres, same being in the aforementioned south line of Senior Road;

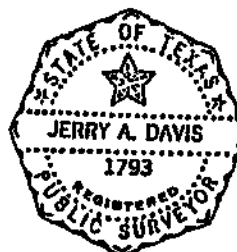
Thence, North 01° 24' 00" West, 30.00 feet to a 1/2 inch iron rod set for corner in the centerline of Senior Road, also being the north line of the aforementioned Elijah Roark League, A-77, and the south line of the David Bright League, A-13;

Thence, with said centerline, North 88° 36' 00" East, 5,059.53 feet to a 1/2 inch iron rod set for corner;

Thence, leaving said centerline, South 01° 24' 00" East, 30.00 feet to the POINT OF BEGINNING and containing 53.7577 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.


Jerry A. Davis
Registered Public Surveyor
Texas Registration No. 1793



SWAN ISLE SECTION ONE

LOT 1	BLOCK 1
LOT 2	BLOCK 1
LOT 3	BLOCK 1
LOT 4	BLOCK 1
LOT 5	BLOCK 1
LOT 6	BLOCK 1
LOT 7	BLOCK 1
LOT 8	BLOCK 1
LOT 9	BLOCK 1
LOT 10	BLOCK 1
LOT 11	BLOCK 1
LOT 12	BLOCK 1
LOT 13	BLOCK 1

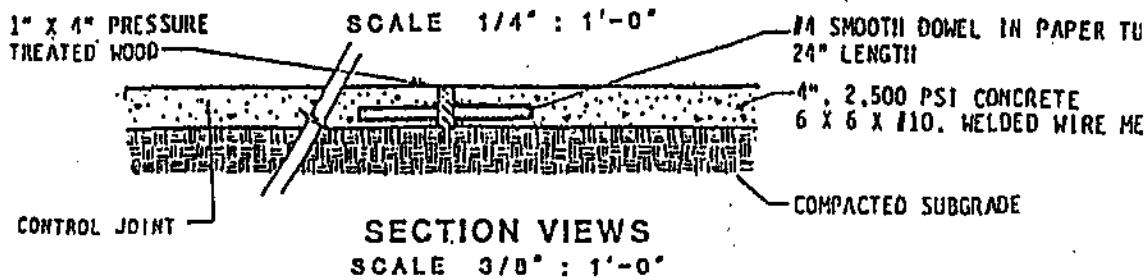
LOT 1	BLOCK 2
LOT 2	BLOCK 2
LOT 3	BLOCK 2
LOT 4	BLOCK 2
LOT 5	BLOCK 2
LOT 6	BLOCK 2
LOT 7	BLOCK 2
LOT 8	BLOCK 2
LOT 9	BLOCK 2
LOT 10	BLOCK 2
LOT 11	BLOCK 2
LOT 12	BLOCK 2
LOT 13	BLOCK 2
LOT 65	BLOCK 2
LOT 66	BLOCK 2
LOT 67	BLOCK 2
LOT 68	BLOCK 2
LOT 69	BLOCK 2
LOT 70	BLOCK 2
LOT 71	BLOCK 2
LOT 72	BLOCK 2
LOT 73	BLOCK 2
LOT 74	BLOCK 2

LOT 1	BLOCK 3
LOT 2	BLOCK 3
LOT 3	BLOCK 3

EXHIBIT "D"

The following designates types of sidewalks adjacent to specific lots in Swan Isle at Lake Olympia, Section One:

Type "D" All lots in Swan Isle at Lake Olympia, Section One.



TYPE "A"

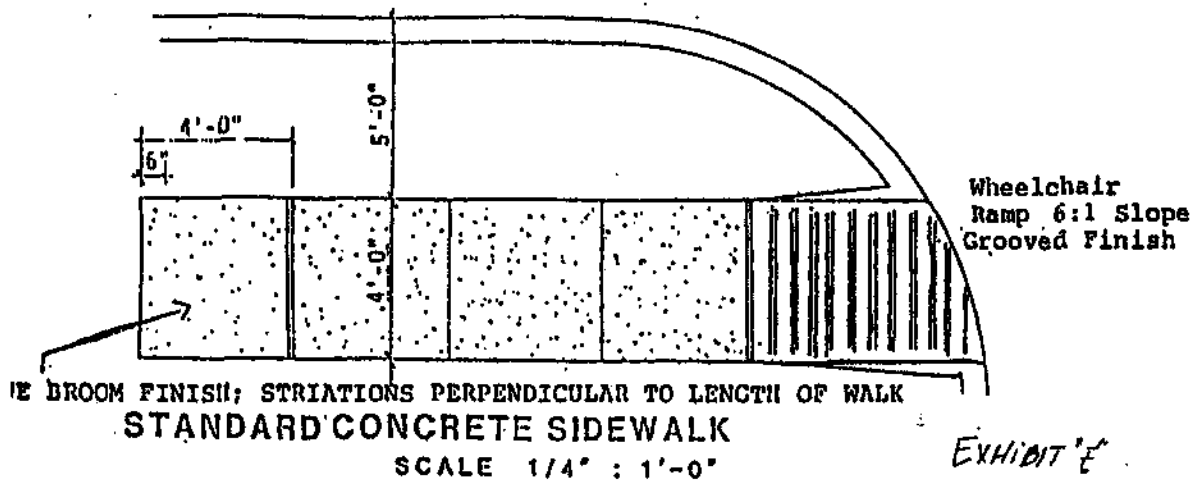
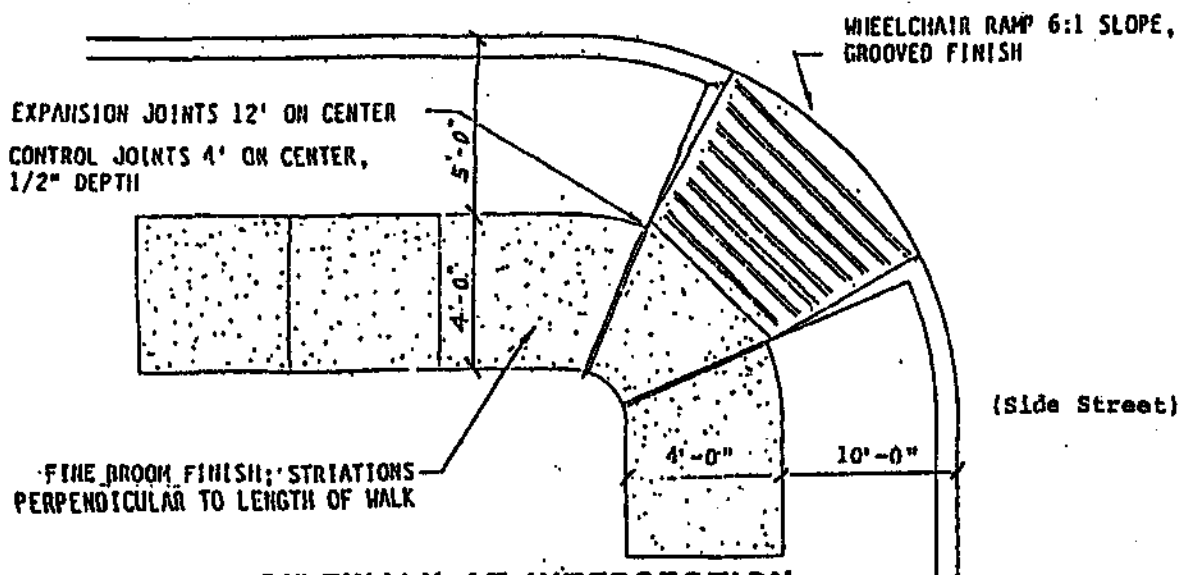


EXHIBIT "E"
Pg. 2 of 7

(Front Street)

TYPE "B"

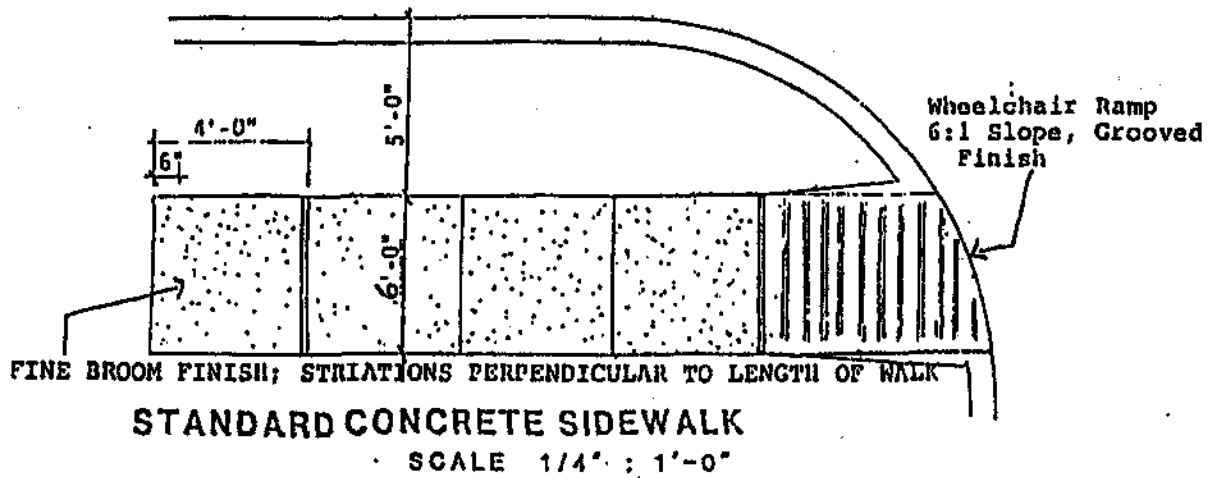


SIDEWALK AT INTERSECTION

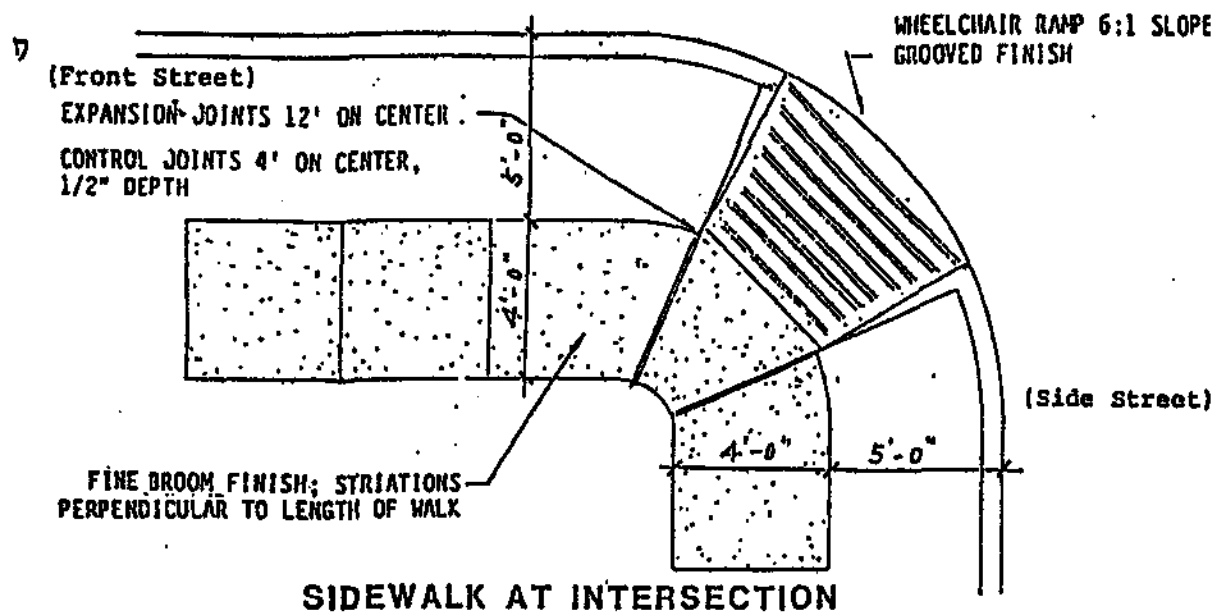
EXHIBIT "E"
Page 2 of 7

AS PER ORIGINAL

TYPE "C"

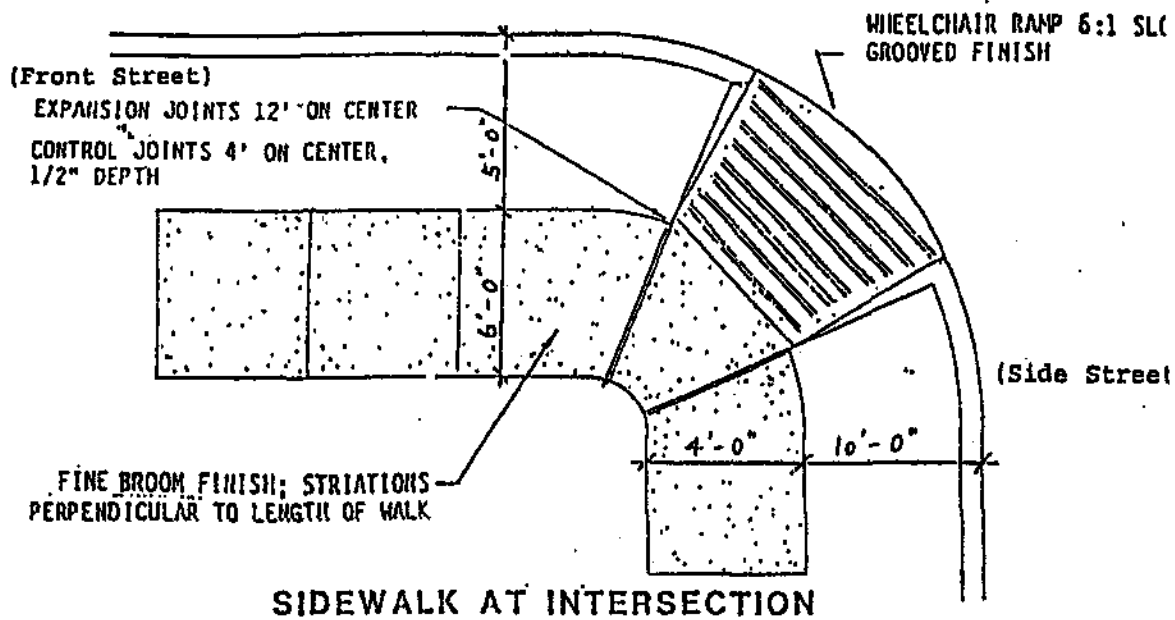


TYPE "D"

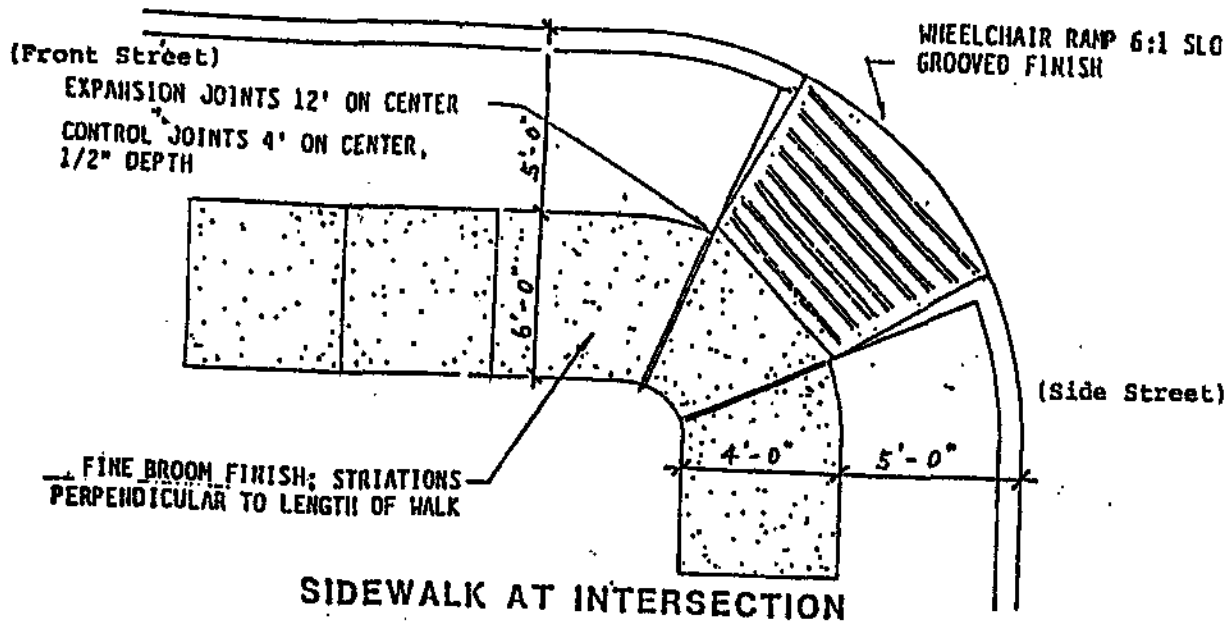


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TYPE "E"



TYPE "F"

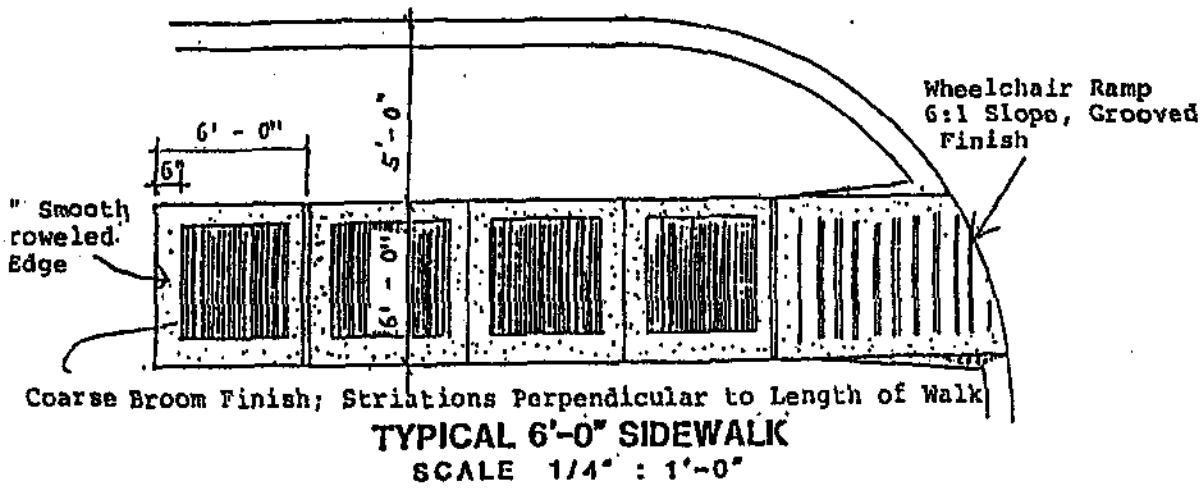


SCALE 1/4" = 1'-0"

EXHIBIT "E"

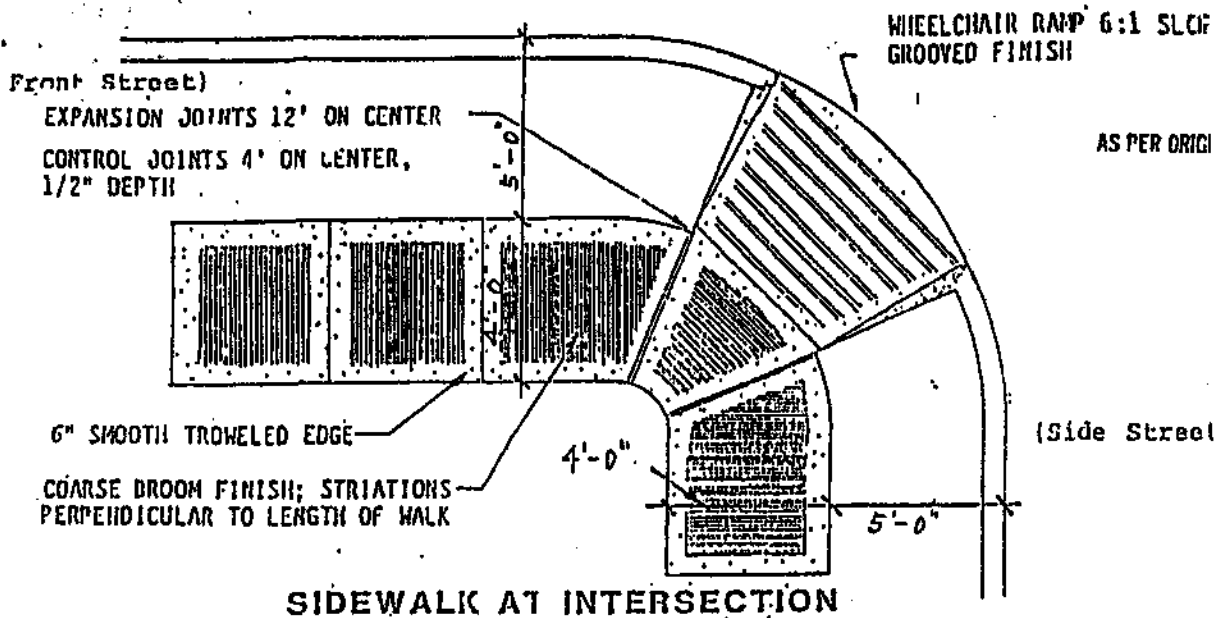
Page 4 of 7

TYPE "G"

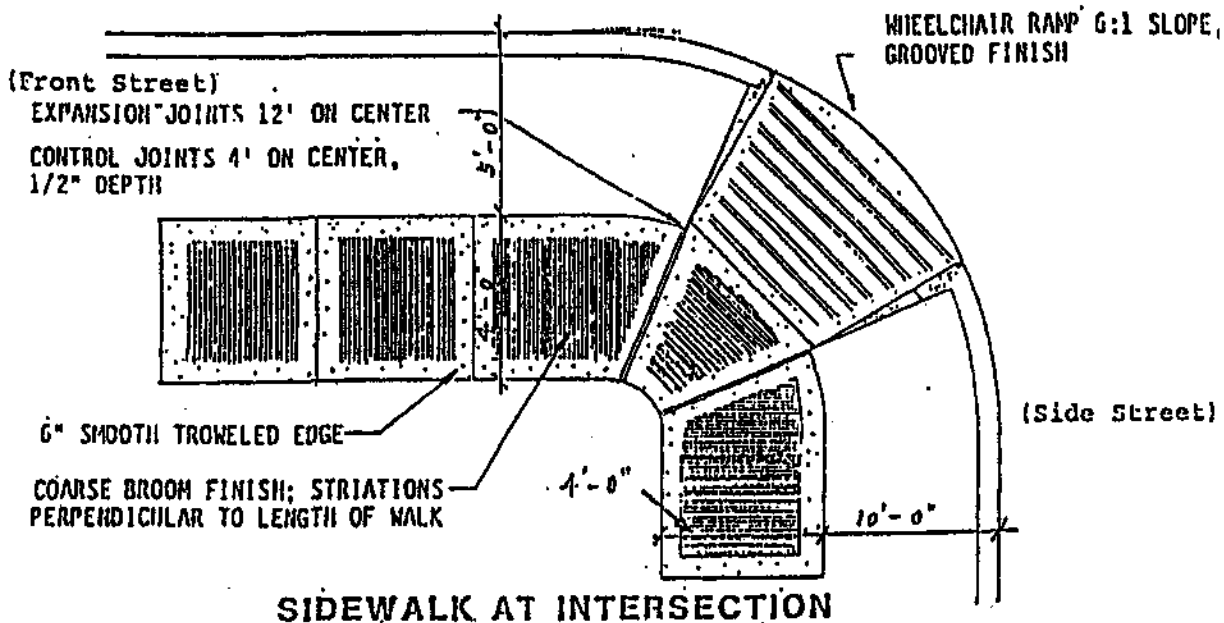


TYPE "H"

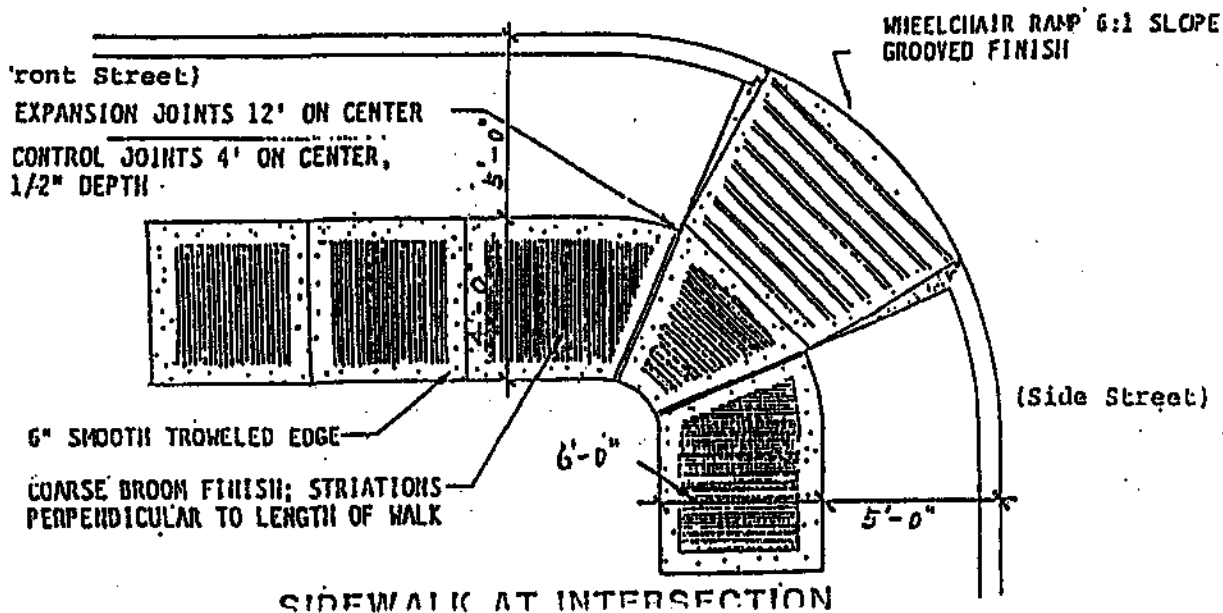


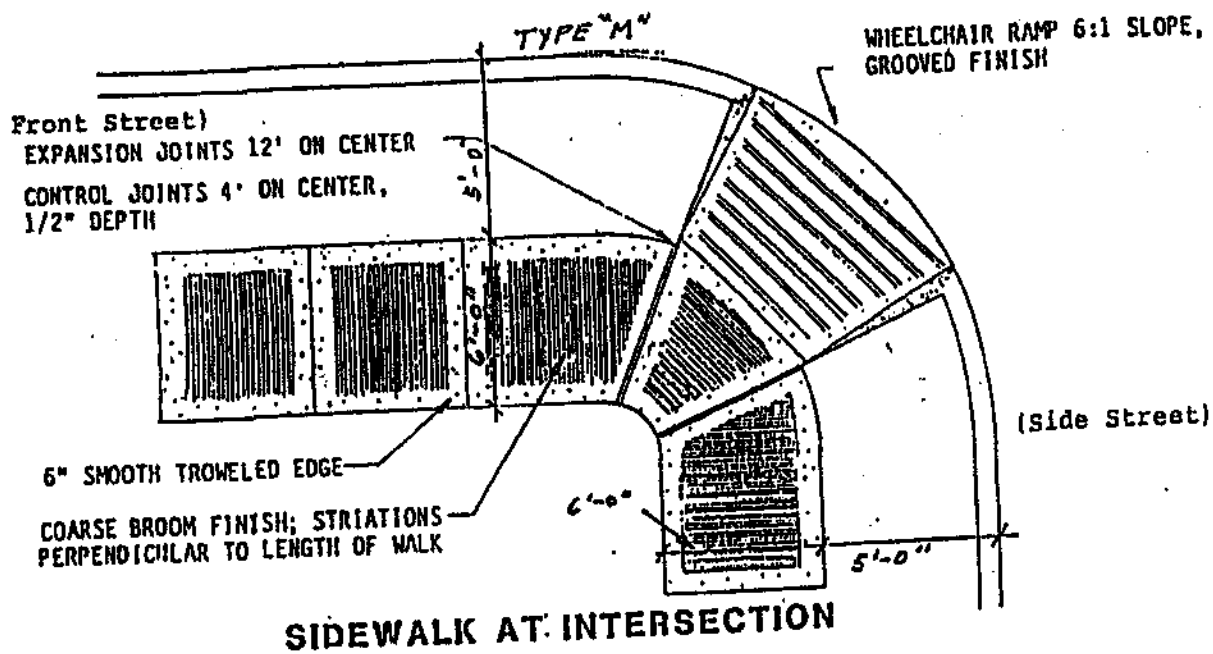
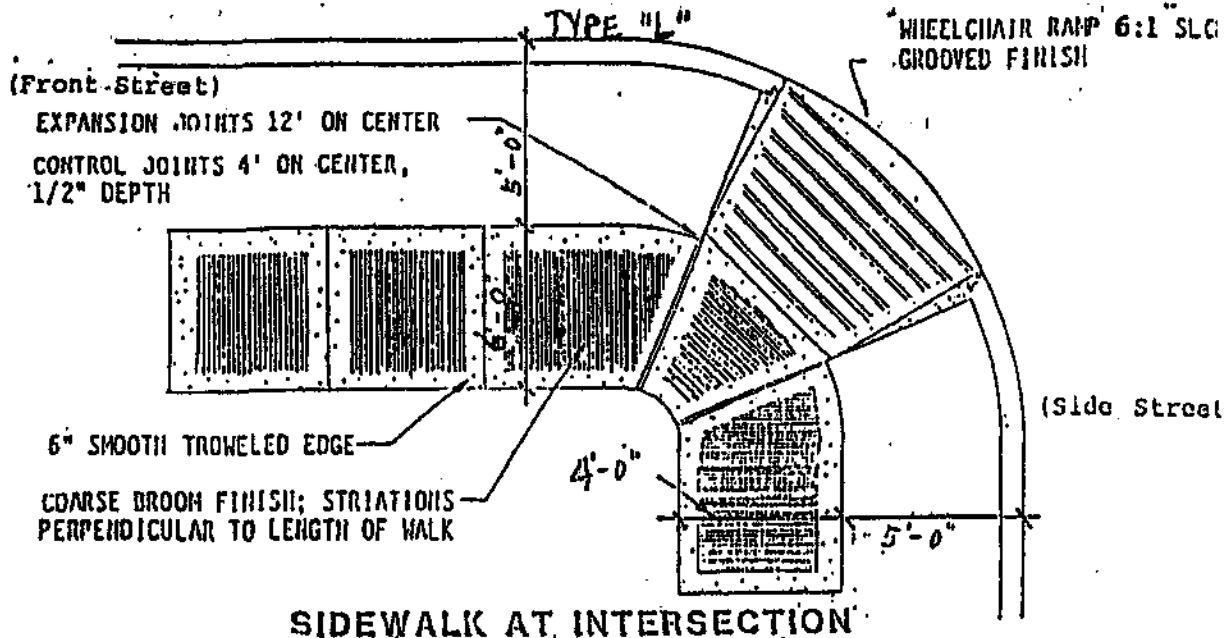


TYPE "J"



TYPE "K"





TREE PLANTING

ALL LOTS WILL RECEIVE A MINIMUM OF THREE (3) HARDWOOD TREES, TWO OF WHICH MUST BE LOCATED IN THE FRONT YARD. THE EXACT LOCATION OF SAID TREES SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE

- A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN): HORTICULTURAL STANDARDS
- B. THE BUILDER OR SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN VIABLE CONDITION
- C. THE BUILDER OR SELLER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE TREES IN A VIABLE CONDITION.
- D. THE BUILDER OR SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE REQUIRED TREES

2. PRODUCT AND PLANTING SPECIFICATIONS

- A. ALL TREES SHALL BE A MINIMUM 4 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO ANN STANDARDS
- B. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE
- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS OR ADJACENT PROPERTY.

Ref to: Lake Olympia Development
2700 Lake Olympia Parkway
Missouri City, Texas 77459

EXHIBIT "F"

Jrm/sil

4-22-78 4:00 P. M. 400.00 200.00

Dianne Wilson

Dianne Wilson - Co. Clerk
Fort Bend Co., TX

1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Three (3), inclusive in Block One (1); Lots One (1) through Sixteen (16), inclusive in Block Two (2); and Lots One (1) through Fourteen (14), inclusive in Block Three (3). And all in Villa del Lago at Lake Olympia Section One, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 1744B in the Plat Records of Fort Bend County, Texas.

2. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary, and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the Lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

3. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include porte-cocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 2,000 square feet and not more than 3,400 square feet of living area if a one-story Living Unit and not less than 2,600 square feet and not more than 4,000 square feet of living area if a two-story Living Unit. All computations of living

area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 240 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable of all Lots of the Subdivision. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

4. There is added to Article VII new Sections 33, and 35 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches, and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill, and any other improvement, structure, or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

6. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

7. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the

Exhibits "E" and "F" which are attached to the Declaration.

8. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions, and reservations contained in the Declaration shall be and remain in full force and effect.
9. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 14th day of JULY, 1998.

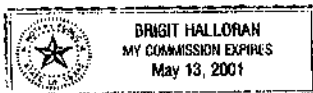
LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
D/B/A AFG LAKE OLYMPIA, INC.

BY: [Signature]
ANDREW CHOY, President

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 14th day of JULY, 1998 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a AFG LAKE OLYMPIA, INC. on behalf of said corporation.



Brigit Halloran
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: BRIGIT HALLORAN
MY COMMISSION EXPIRES: MAY 13, 2001

STREET TREE PLANTING

ALL LOTS WILL RECEIVE STREET TREES. TWO (PLANTING 2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE OF THE LOT ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES SHALL HAVE A SPACING EQUIVALENT TO THE FRONT OF THE LOT SPACING AND SHALL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES IN THE FRONT OF THE LOT ARE REMOVED OR DIE EITHER DURING CONSTRUCTION OF THE HOME OR AT A LATER TIME. THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO REQUIRE STREET TREES ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE
 - A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN); HORTICULTURE STANDARDS
 - B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION.
 - C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
 - D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES.
2. PRODUCT AND SPECIFICATIONS
 - A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
 - B. SEE CHART "AA" FOR TREE TYPES AND STREET LOCATION
 - C. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE.
 - D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS, OR ADJACENT PROPERTY.

CHART AA

STREET NAME	TREE TYPE	BOTANICAL NAME
VILLA DEL LAGO	LIVE OAK	QUERCUS VIRGINIANA
PALMERA COURT	SOUTHERN MAGNOLIA	MAGNOLIA GRANDFLORA
CASA DEL MAR	LIVE OAK	QUERCUS VIRGINIANA
CORONA DEL MAR	LIVE OAK	QUERCUS VIRGINIANA

Return To ²⁷⁰⁰ Lake Olympia Development
 Lake Olympia Parkway
~~2700 La~~
 Mo. City, TX 77459

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

7-15-98 11:44 AM 9855173
TD \$51.00
DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS

CORRECTED DECLARATION OF ANNEXATIONFORVILLA DEL LAGO AT LAKE OLYMPIASECTION TWO

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by Lake Olympia Development N.V., a Netherlands Antilles corporation, doing business in the State of Texas as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B", and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development:

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions, and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of the portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions, and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as VILLA DEL LAGO AT LAKE OLYMPIA SECTION TWO, (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions, and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold, and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants, and conditions shall be binding upon any person or entity owning or claiming any right, title, or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the

easements, covenants, and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1), inclusive in Block One (1); Lots One (1) and Lot Two (2), inclusive in Block Two (2); and Lots One (1) through Eighteen (18), inclusive in Block Three (3). And all in Villa del Lago at Lake Olympia Section Two, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 1916B in the Plat Records of Fort Bend County, Texas.

2. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary, and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the Lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

3. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include porte-cocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.

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Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee.

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6. There is added to Article X a new Section 12 as follows:

Section 12. FHAVA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

7. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
8. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions, and reservations contained in the Declaration shall be and remain in full force and effect.
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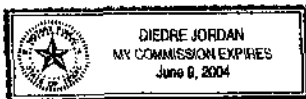
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 16 day of March, 2001.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation,
doing business in the State of Texas as
LAKE OLYMPIA DEVELOPMENT CORPORATION

BY: [Signature]
ANDREW CHOY, President

THE STATE OF TEXAS X
 X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on the 16 day of March, 2001 by ANDREW CHOY, President and CEO of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, doing business in the State of Texas as LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Diedre Jordan
MY COMMISSION EXPIRES: 6/8/04

STREET TREE PLANTING

ALL LOTS WILL RECEIVE STREET TREES. TWO (PLANTING 2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE OF THE LOT ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES SHALL HAVE A SPACING EQUIVALENT TO THE FRONT OF THE LOT SPACING AND SHALL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

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STREET TREE PLANTING SPECIFICATIONS

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 - D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS, OR ADJACENT PROPERTY.

CHART AA

STREET NAME	TREE TYPE	BOTANICAL NAME
VILLA DEL LAGO DRIVE	LIVE OAK	QUERCUS VIRGINIANA
FREEDOM TREE DRIVE	LIVE OAK	QUERCUS VIRGINIANA
FREEDOM TREE COURT	LIVE OAK	QUERCUS VIRGINIANA

AFTER RECORDING PLEASE RETURN TO:

LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

Ret.

Lake Olympia Development
6161 Savoy Suite 1072
Houston Tx 77036

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

03-19-2001 03:16 PM 2001022197

TD \$51.00

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS