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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 1.5. 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. 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 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 $82^{\circ} 20' 20''$ East, 280.00 feet to a point for corner;

Thence, leaving said south line, South $01^{\circ} 39' 10''$ 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);

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 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,
 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 $60^{\circ} 18' 28''$ 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 $31^{\circ} 30' 44''$ 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 $88^{\circ} 43' 15''$ 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 2

Revised 1-8-82

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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.

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 $64^{\circ} 29' 30''$ 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 $88^{\circ} 36' 07''$ 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 $38^{\circ} 22' 03''$ West, 302.76 feet to a point for corner

Revised 1/8/82

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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

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, 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, 620.70 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, 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 48° 38' 44" West, 205.54 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 309.5 acres, same being in the aforementioned south line of Senior Road;

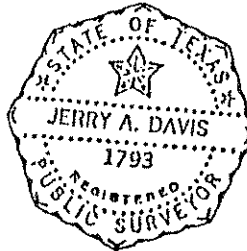
Thence, North 01° 24' 00" West, 30.00 feet to a 1/2 inch iron rod set for corner in the centerline of Senior Road, also being the north line of the aforementioned Elijah Roark League, A-77, and the south line of the David Bright League, A-13;

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
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LOT 126, BLOCK 1
LOT 127, BLOCK 1
LOT 128, BLOCK 1

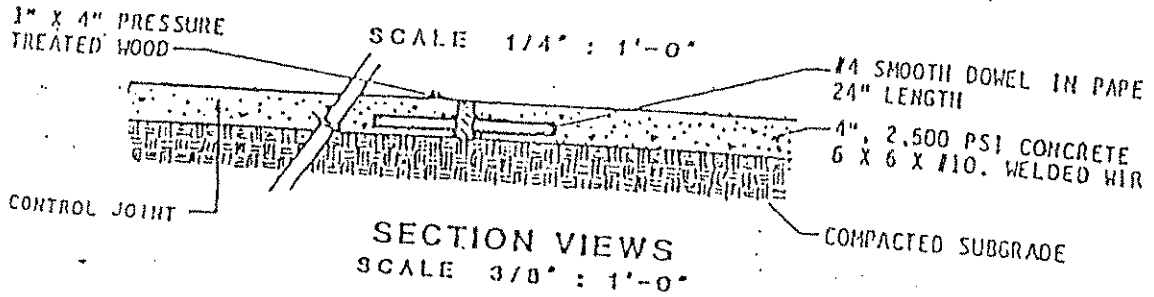
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LOT 2, BLOCK 2
LOT 3, BLOCK 2
LOT 4, BLOCK 2
LOT 5, BLOCK 2
LOT 6, BLOCK 2
LOT 7, BLOCK 2
LOT 8, BLOCK 2
LOT 9, BLOCK 2
LOT 10, BLOCK 2

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"

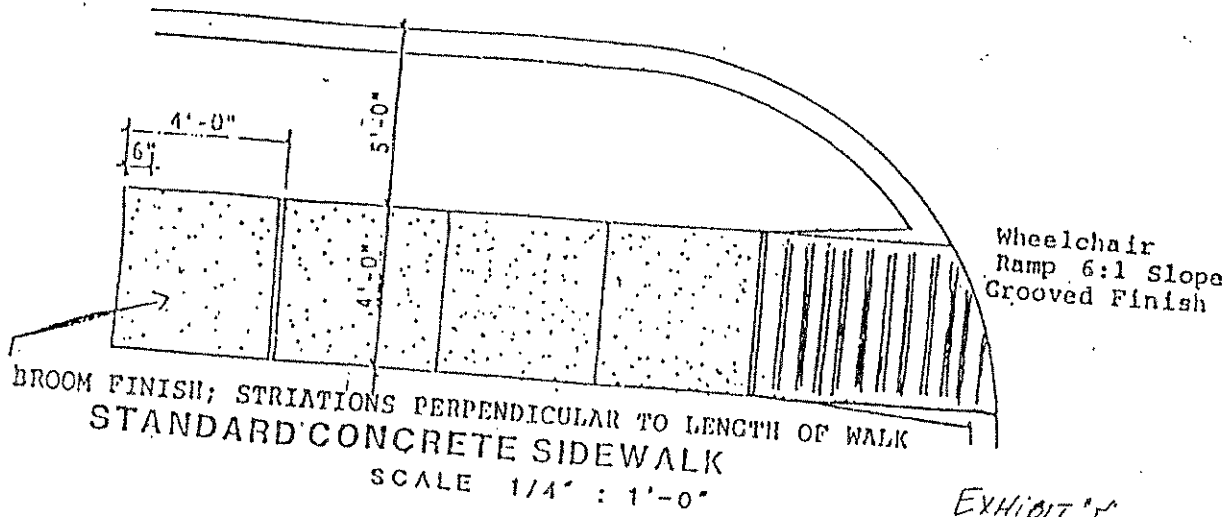


EXHIBIT "E"
Pg. 2 of 7

(Front Street)

TYPE "B"

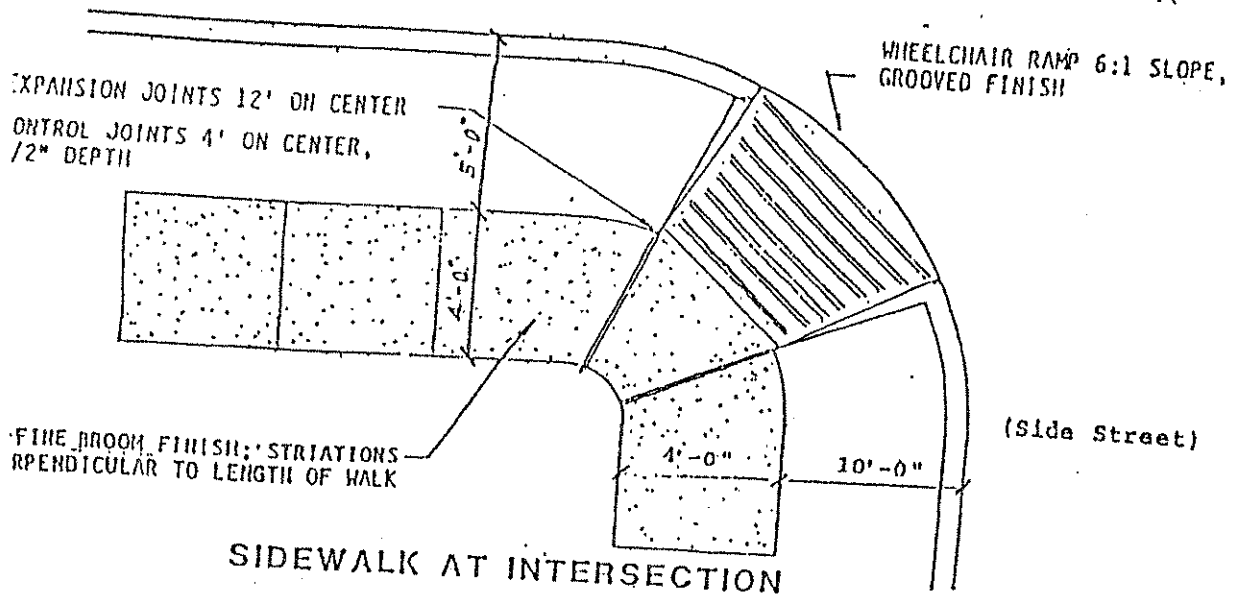
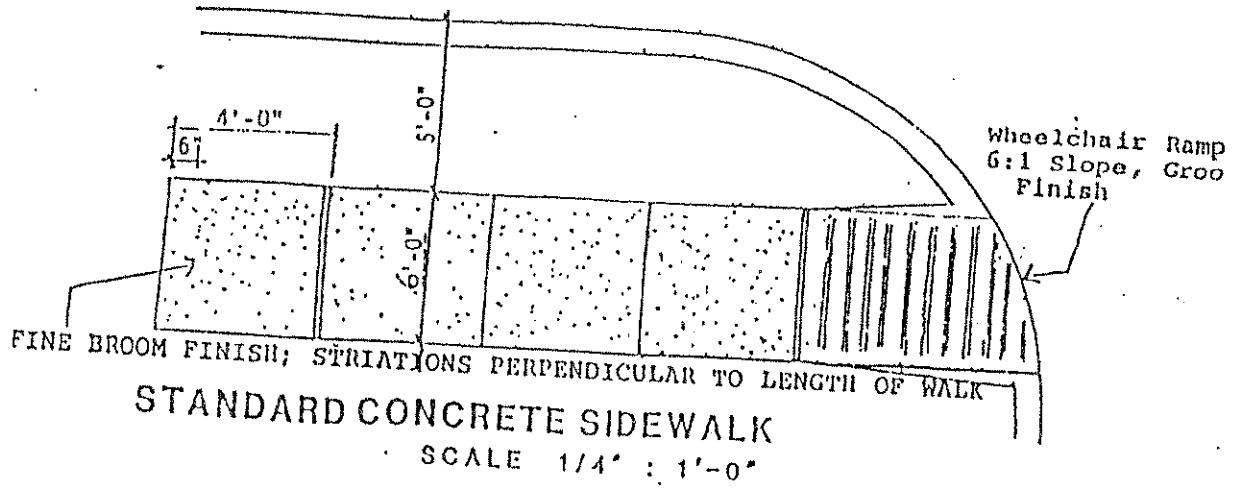
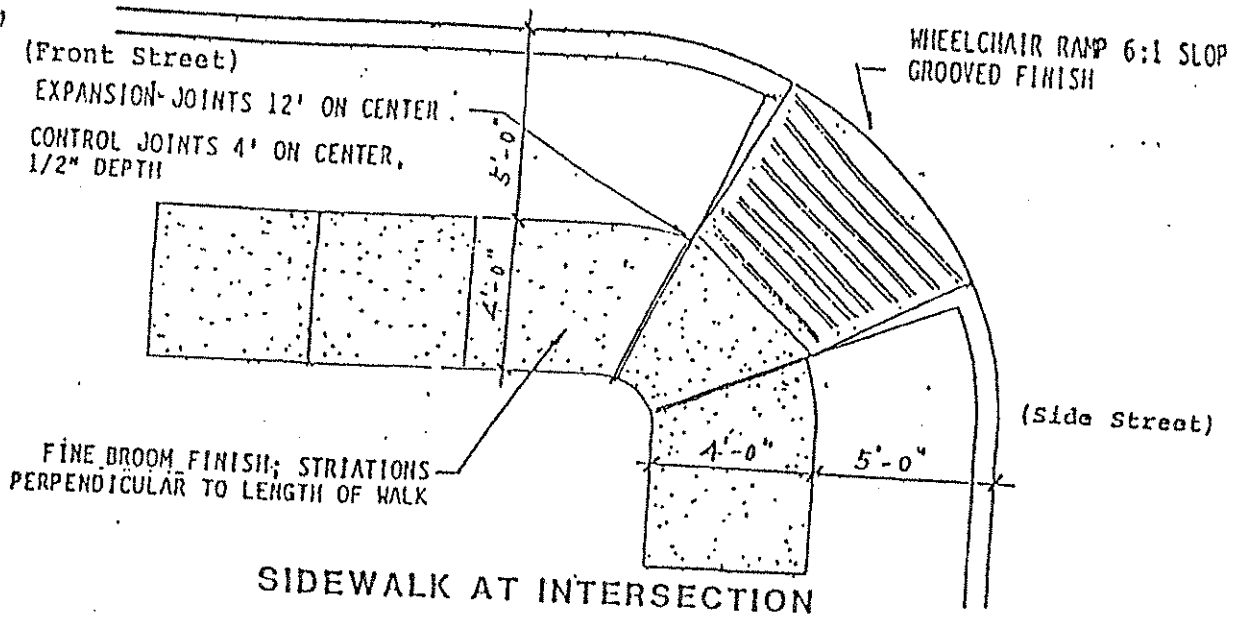


EXHIBIT "E"
Page 2 of 7

TYPE "C"



TYPE "D"

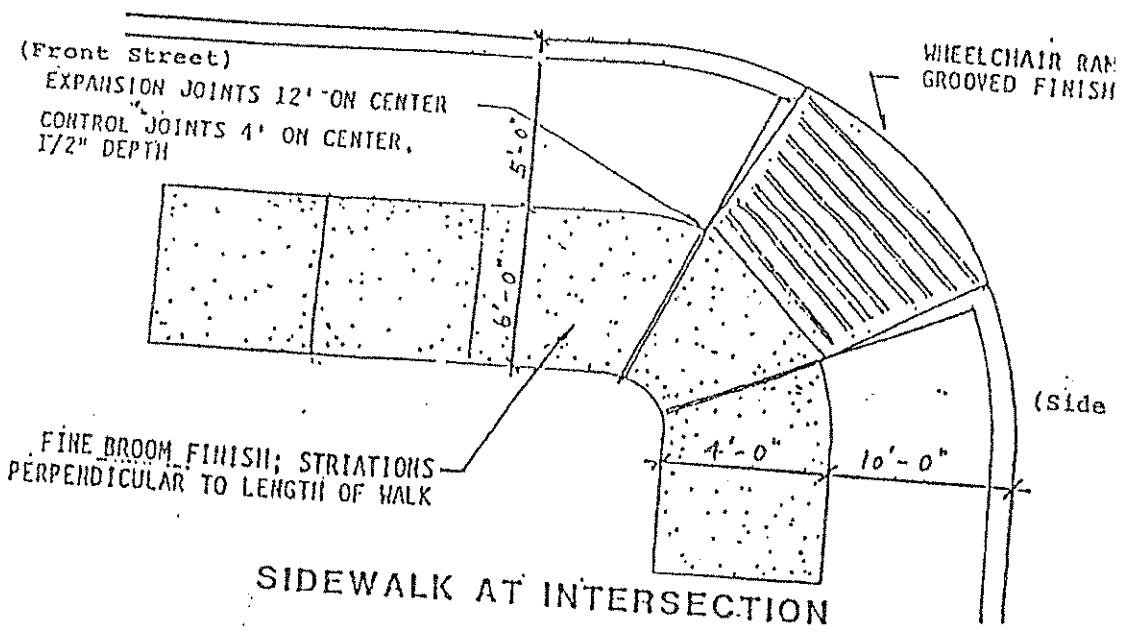


SCALE 1/4" : 1'-0"

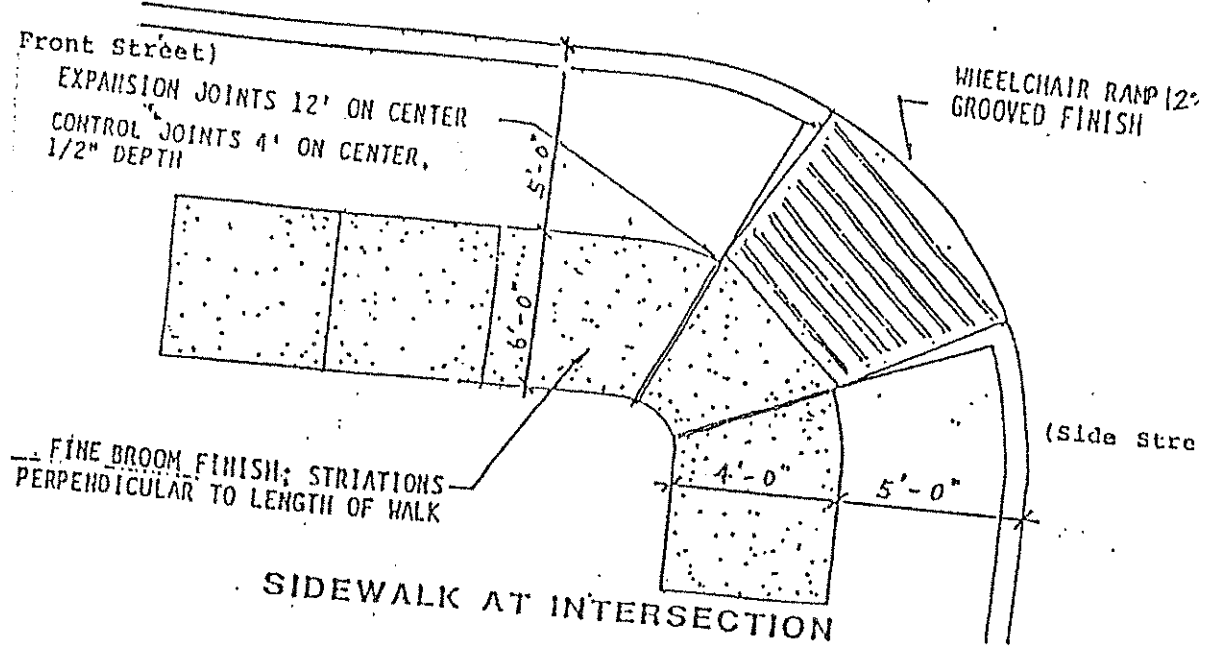
EXHIBIT "E"
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TYPE "E"



TYPE "F"

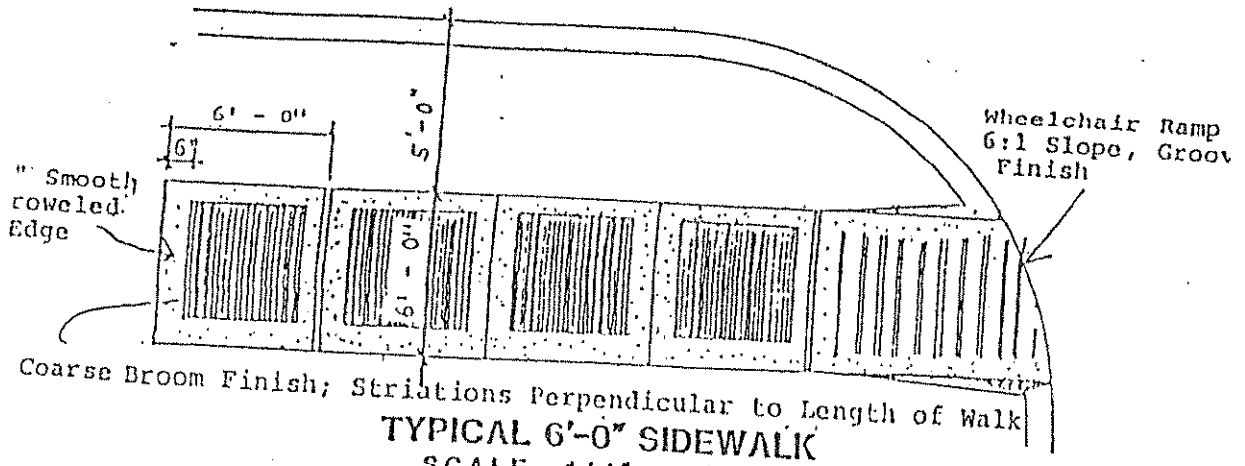


SCALE 1/4" = 1'-0"

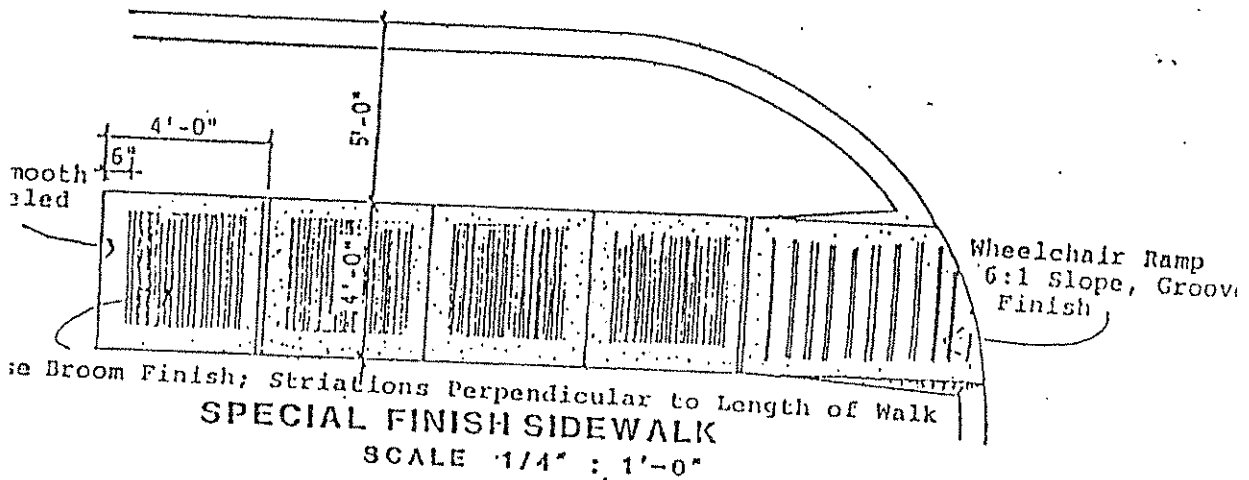
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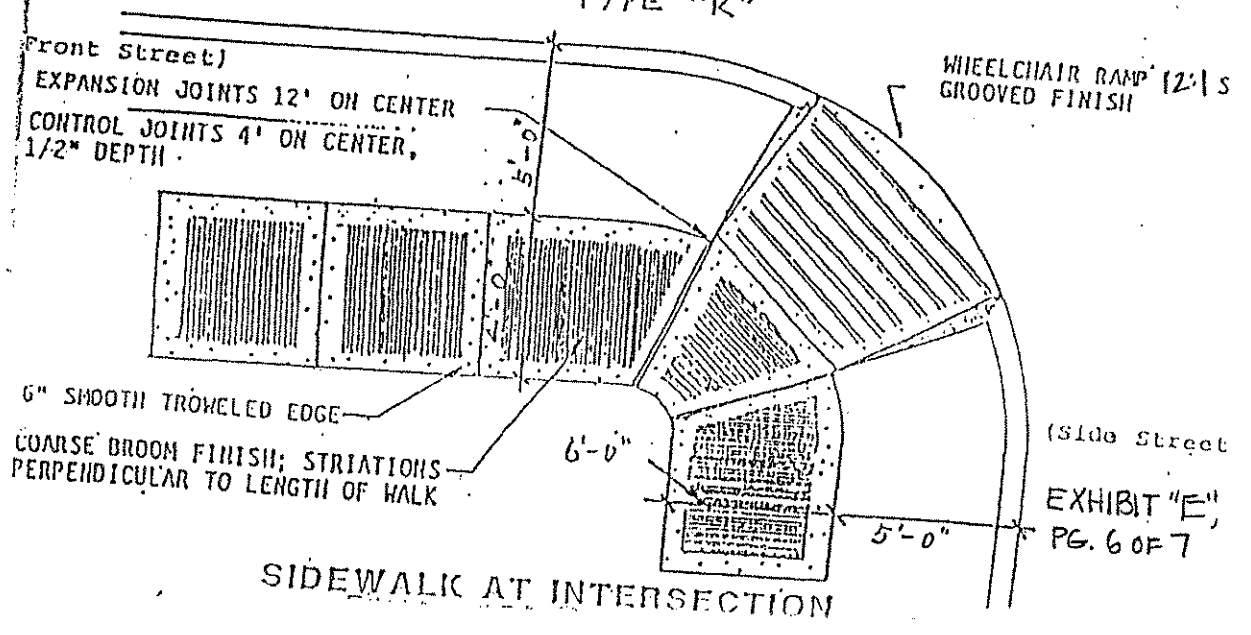
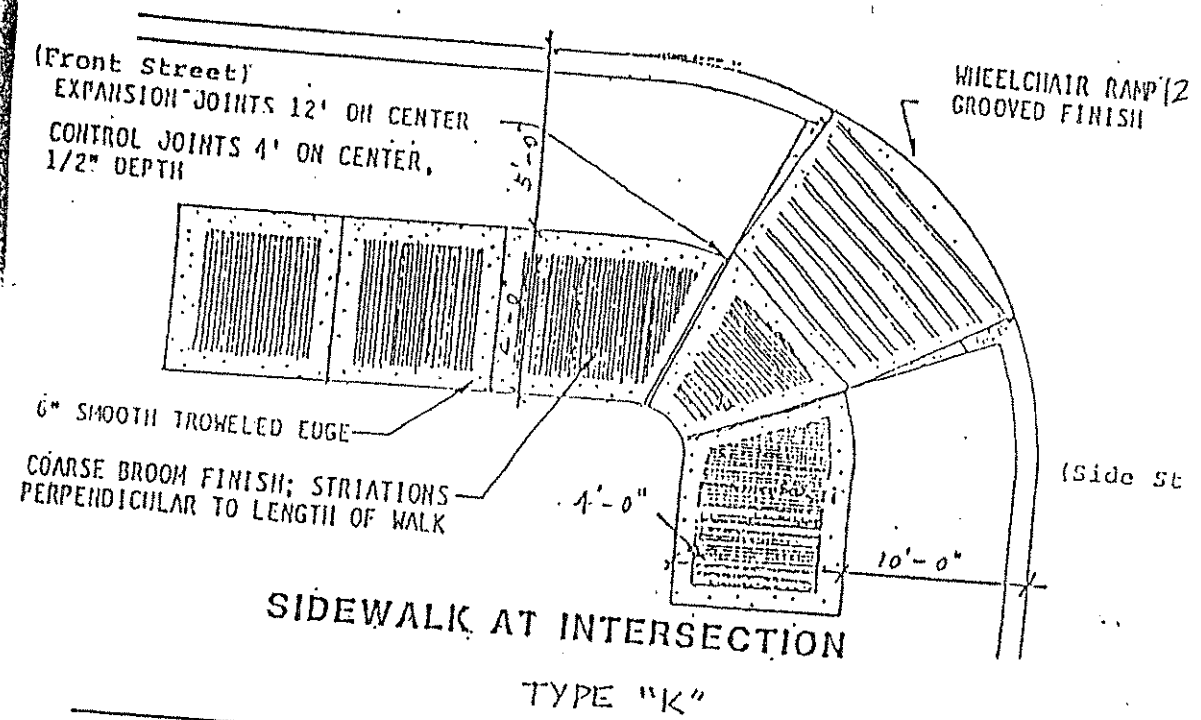
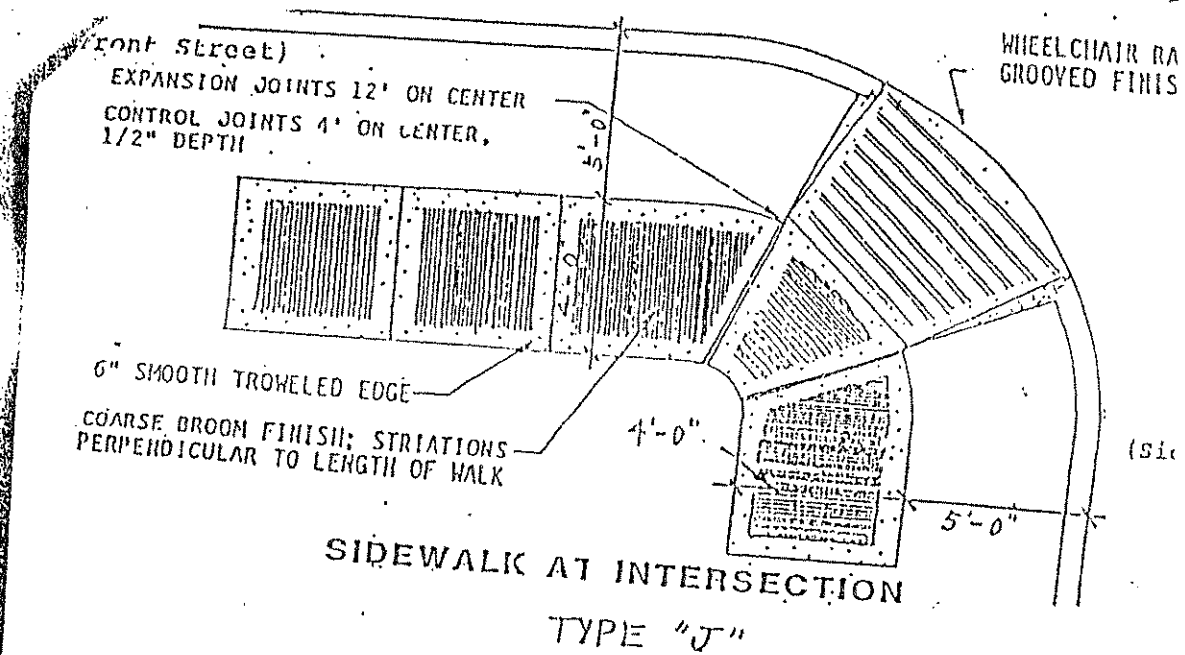
Page 4 of 7

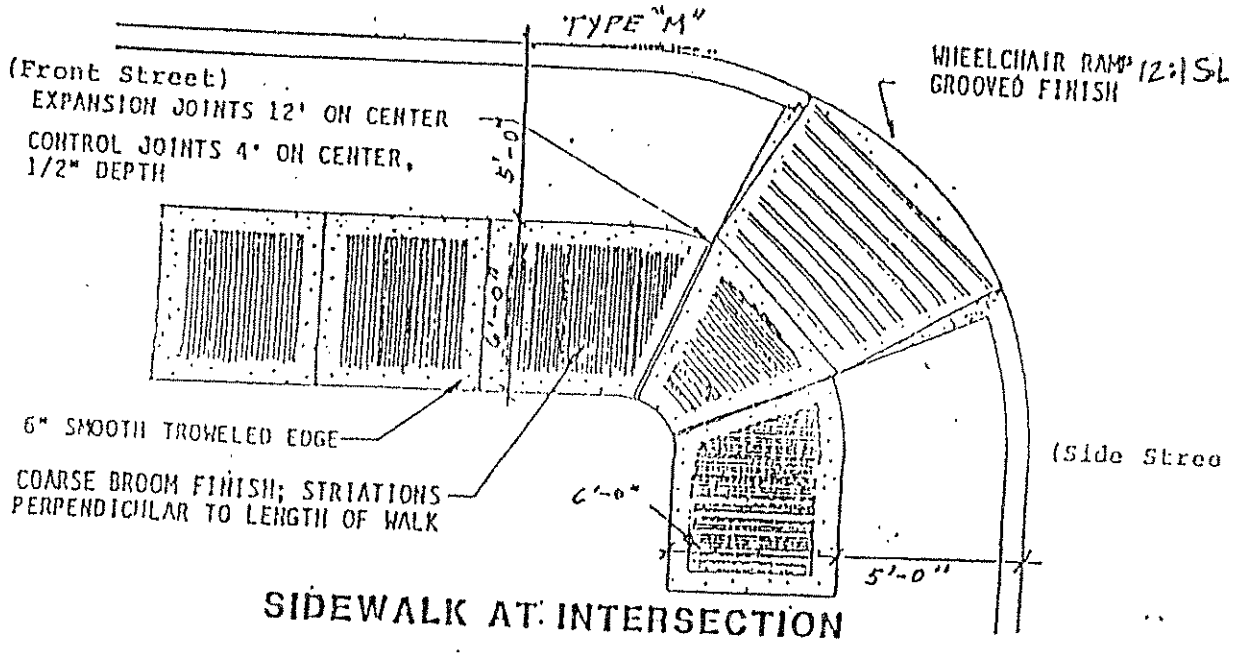
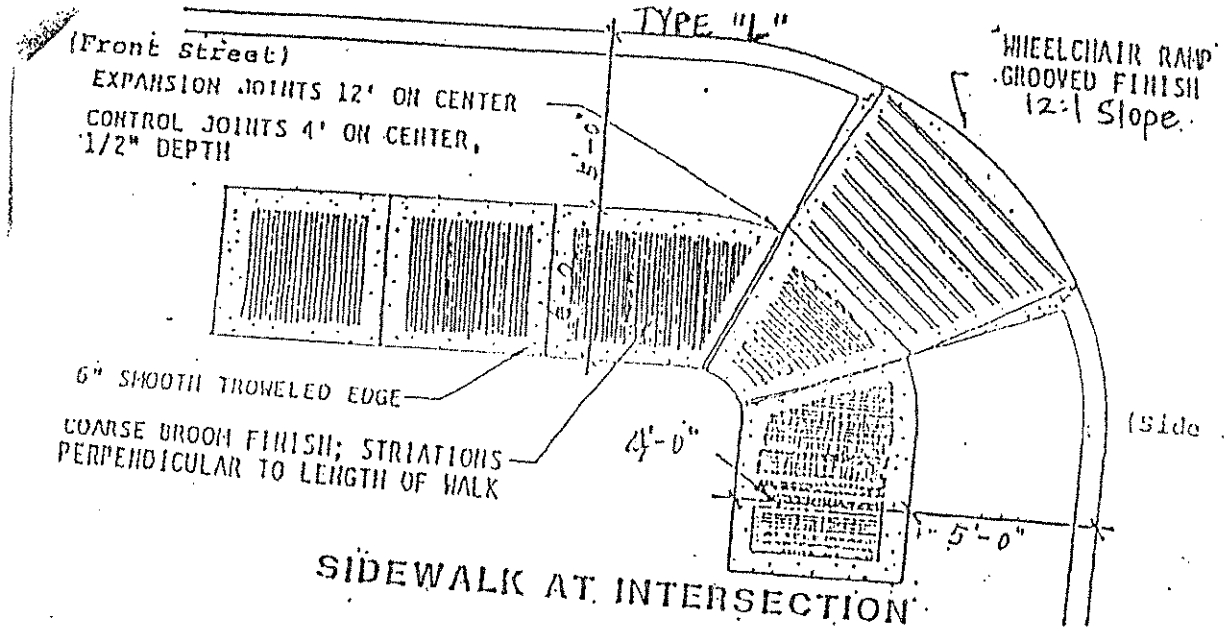
TYPE "G"



TYPE "H"







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
500 Lake Olympia Parkway
Missouri City TX 77459*