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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 Cho*
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