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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 NURSELYMEN, 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

2499 2504  
2566 806

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

FILED  
 '93 SEP -7 P3:08

*[Handwritten signature]*  
 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 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 Nelson]*  
 County Clerk, Fort Bend Co., Tex.

EXHIBIT "F"