DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(Declaration)

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

WITNESSETH:

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

Lots 1 through 60, inclusive, in Block 1; Lots 1 through 18, inclusive in Block 2; Lots 1 through 52, inclusive, in Block 3; Lots 1 through 25, inclusive, in Block 4; and Lots 1 through 34, inclusive in Block 5, all in PALMER PLANTATION AT LAKE OLYMPIA Section One (1), a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded on Slide No. 6268 in the Plat Records of Fort Bend County, Texas, hereinafter called the "Subdivision".

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

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

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

ARTICLE I

Definitions

Section 1. "Annexation" or "Annex" shall mean the process by which other real property is joined to the Subdivision and made subject, in their entirety or as modified or amended, to the covenants, conditions and restrictions of this Declaration, in accordance with the procedure set out in Article IX below.
Section 2. "Architectural Control Committee" shall mean and refer to Andrew M. Choy, Victoria Lee, Lorraine Treich, David K. C. Tsai and Glen Laird, and their successors who shall serve, act and be succeeded as set out in Article V below.

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

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

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

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

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

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

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

Section 10. "Declaration of Annexation" shall mean and refer to an instrument, as described in Article IX, which may be
hereafter executed by Declarant and recorded among the real property records of Fort Bend County, Texas by or in which Declarant subjects some portion of the "Property", or other real property, of this Agreement, to the covenants, conditions and restrictions contained in this Declaration, as amended, modified or supplemented by such Declaration of Ammexation and by which such other real property is annexed to the Subdivision.

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

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

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

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

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

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

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

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

Section 19. "Waterway Assessment" shall mean an assessment levied only against the Waterway Lots (as defined herein) the proceeds of which shall be used to repair, maintain, rebuild, restore, and style or otherwise service any portion of a bulkhead or other shore line between a Waterway and the property which it adjoins.
Section 20. "Waterway Lot" shall mean a lot any portion of which is bounded by, or which fronts upon or backs up to, a Waterway, or any portion of a Waterway and shall include, without limitation, those lots designated as Waterway Lots in any Declaration of Annexation hereafter executed and recorded by Declarant.

ARTICLE II

Common Areas - Rights and Limitations

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

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

ARTICLE III

Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and each Owner, for each Lot owned within the Subdivision, shall be subject to an Assessment as hereinafter provided and, by acceptance of a Deed or other conveyance thereof, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such Assessments as may be fixed, established, and collected from time to time, as hereinafter provided, all of which shall be a charge against and secured by a continuing lien upon the Lot. The lien for the payment of Assessments shall be for the benefit of the Association and all Owners although the Association shall have the exclusive right to collect all Assessments and exercise remedies in the event of non-payment, and shall be prior and superior to all other liens, except: (a) all liens for taxes or special assessments levied by the county and state governments or any political subdivision or special district thereof; (b) all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of any such Assessments become due and payable; and (c) all liens, including but not limited to vendor's liens, deeds of trust and other security instruments which secure any loan for all or a part of the purchase price of a Lot when the same is purchased from a Builder. Any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings to which the Association has been made a party, shall extinguish the lien securing an Assessment which become due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot
from the lien securing an Assessment thereafter becoming due and payable, nor shall the personal obligations of the Owner be extinguished by any foreclosure. Each Assessment, together with interest thereon and costs of collection, as hereinafter provided, shall also be and remain the personal obligation of the Owner of such Lot at the time the Assessment becomes due and payable, notwithstanding any subsequent transfer of title of same. Such personal obligation shall not pass to such Owner’s successors in title unless expressly assumed by them, but shall be secured by the continuing lien referred to above.

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

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

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

Section 5. Maximum Assessments.

(c) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum General Assessment shall be the sum of $372.00 per lot per year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum General Assessment may be increased by the Board without the consent or joinder of Members or Owners, by as much as ten percent (10%) for each year from the first day of the first January after the conveyance of the first Lot until the date of such increase.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum General Assessment may be increased in excess of amounts permitted under subparagraph (b) above only with the consent or upon the vote of two-thirds (2/3) of the combined classes of all Members voting in person or by proxy at a meeting duly called for this purpose in accordance with the voting rights and provisions of this Declaration.

(d) The actual Assessments, for each year, shall be set, from time to time, by a majority vote of the Board in accordance with the provisions and limitations, if any, of this Declaration.

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

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

(a) The amount of the Waterway Assessment applicable to any Waterway Lot shall not exceed fifty percent (50%) of the maximum General Assessment which could assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Waterway Lots.

(b) The Waterway Assessment shall be assessed against each Waterway Lot in proportion to, and based upon, the linear footage of the boundary or boundaries of such Waterway Lot which front upon, back up to or otherwise adjoin a Waterway.

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

Section 9. Rates of Assessment.

(a) Both General Assessments and Special Assessments must be fixed at a uniform rate for all Lots within any Subdivision to which this Declaration is applicable.

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

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

Section 11. Exemptions. All Common Area, and all Reserves and all portions of the Property owned or otherwise dedicated to any
political subdivision shall be exempt from the Assessments and the liens created herein.

Section 12. Commencement of Assessments. Until further action of the Board, there is hereby assessed against each Lot in the subdivision an assessment of $164.00 per Lot for the year 1984, and $252.00 per Lot for the year 1985 and thereafter, subject to the further action of the Board. The assessment for the year 1984 shall commence and become effective and shall be due and payable, in full, on May 1, 1984. The assessment for the year 1985 and each year thereafter shall become due and payable on the first day of January of each year unless and until the Board provides otherwise.

ARTICLE IV

The Association

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

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

Section 3. Directors. The initial Directors of the Association shall be three (3) in number, and they shall be selected by Declarant. Each initial Director shall serve until, such Director's successor is elected and qualified, provided, however, that no Director shall resign at any time and until the "Equalization Date" (as hereinafter defined), Declarant shall have the right to remove any Director, at any time, with or without cause by a written document sent to the Board. Until the Equalization Date, any vacancy occurring in the Board of Directors shall be filled by Declarant. Within a reasonable time after the Equalization Date, the Directors shall call a meeting of members of the Association for the purpose of electing Directors, and, at such meeting, and thereafter, members of the Board of Directors shall be elected by a majority vote of members of the Association, and each Director shall serve for a term of three (3) years. Except to the extent that another vote is otherwise specifically prescribed, the Board shall manage the affairs of the Association upon a majority vote of such Directors.

Section 4. Members. Each Owner, whether one or more persons or entities, of a Lot which is subject to the Assessments, shall, upon and by virtue of becoming such Owner, automatically become a member of the Association and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the Association shall be apportioned to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, as such membership is apportioned to and automatically follows and passes with the legal ownership of a Lot. Membership in the Association is expressly limited to the Owners of Lots which are subject to the Assessments as above stated. Certificates of Membership may be issued at the option of Declarant.
Section 5. Voting Rights. The Association shall have two (2) classes of voting membership:

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

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

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, taking into consideration all Lots owned by Declarant within the Subdivision, and within any additional Subdivision that has been annexed hereto;

(b) January 1, 2015; or

(c) When, in its discretion, Declarant so determines.

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

(i) such Owner is in default in the payment of any Assessment or other amount of money due to the Association for a period of forty-five (45) days after the due date thereof; or

(ii) if such Owner has failed to comply with any of the restrictions contained herein or the rules and regulations of the Association, for a period of fifteen (15) days after written notice thereof from the Association; and

(iii) in the event of a default in payment of Assessments, or failure to comply with the restrictions of this Declaration or rules and regulations of the Association, for an additional period not to exceed sixty (60) days from the date such default or violation is cured or rectified.

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

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

Section 8. Management and Maintenance of Common Area. The Association shall maintain the Common Area, with funds provided by
the Assessment described herein and shall have the exclusive right
to the management and control of the Common Area and all
improvements thereon and all personal property, fixtures, equipment
or machinery thereon or used in connection therewith. Without
limiting the generality of the foregoing, and by way of illustration
and not of limitation:

(a) The Association shall have the right to construct,
install, repair and maintain the Common Area and to borrow
money and in aid thereof to mortgage the Common Area or
any part thereof;

(b) The Association shall have the right to take such steps as
are reasonably necessary to protect the Common Area
against foreclosure or forfeiture of any mortgage, lien
or other encumbrance thereon;

(c) The Association shall have the right to make, publish and
enforce reasonable rules and regulations governing the
use and enjoyment of the Common Area or any part thereof,
inclusive of rules and regulations of all waterways, all
of which shall be binding upon, complied with and observed
by each Owner. These rules and regulations may include
provisions to govern and control the use of the Common
Area by guests or invitees of the Owners, including
without limitation, the number of guests and invitees who
may use the Common Area or any part thereof at the same
time and each Owner shall be responsible to insure that
all of such persons comply therewith;

(d) The Association shall have the right to assess and collect
the assessments provided for herein, and in addition
shall have the right to charge reasonable admission and
other fees for the use of any recreational facilities,
club (whether privately owned, limited membership clubs),
cub facilities, water facilities or other facilities
which are a part of the Common Area, if any, including,
but not limited to, separate charges for the use of any
such swimming, tennis, club or lake facilities and
additionally shall have the right to disburse such
amounts to the entity or entities entitled to receive such
funds;

(e) The Association shall have the right to transfer or convey
all or any part of the Common Area, or any interests
therein, to any governmental entity or agency which
either requests conveyance of the same, or initiates
condemnation proceedings to acquire the same, for public
purposes.

(f) The Association shall have the right to rent or lease any
part of any Common Area for such consideration as it may
dean necessary and under such terms and conditions as it
may desire so long as all of such funds under such
agreement inure to the Association;

(g) The Association shall have the right to extend the use and
enjoyment of any of the Common Area, if any, to persons
other than Owners or an Owner’s guest or invitee;

(h) The Association shall have the right to grant or dedicate
covenants in, on, under or above the Common Area or any
part thereof to any public or governmental agency or
authority or to any utility company for any service to the
Property or subdivision or any part thereof;
(i) Each Owner shall be liable to the Association for any damage of any kind or character, to the Common Area or any personal property attached thereto, located thereon or used in connection therewith which may be caused by the negligence of an Owner, or tenants, employees, agents, customers, guests, invitees or licensees of such Owner. Each Owner does further, by acceptance of a deed to a Lot, release the Association and the Board, the Architectural Control Committee, and Declarant, and all or either of their officers, directors, shareholders, members from any and all claims or causes of action for personal injuries, or property damages, occurring within or upon the Common Area or any portion of the Property, or caused by, or resulting from, any personal property, machinery, equipment or fixtures located thereon, attached thereto or used in connection therewith.

(j) Except as permitted in this Declaration, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Subdivision or any part thereof seek any judicial partition unless the Subdivision under which the partition is sought has been removed from the provision of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of real or personal property, nor from acquiring title to property which may or may not be subject to this Declaration.

(k) In addition to the notices above stated, the Association reserves the right to publish in a list and in a form satisfactory to the Association, a list of all individuals or entities who (1) have not abided by the rules and regulations of the Association or (2) are delinquent in paying any assessments of the Association. Each Owner consents to the mailing, publication, or disbursement of this information to assist the Association in collecting such amounts or remediating such acts of non-compliance.

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

Section 10. Indemnification. The Association shall indemnify itself, its Board, and each of its officers and directors, and shall further indemnify the Architectural Control Committee, and each of its members (including any advisory members or directors), against any and all expenses, including reasonable attorney's fees incurred by or imposed upon such individual or entity in connection with any suit, claim or other proceeding (including settlement of any such claim, suit or proceeding if such settlement is approved by the Board) to which such individual may be
a party by reason of being, or having been an officer or director of the Association, or member of the Architectural Control Committee unless, and only unless, such individual is found (by a final judgment which cannot be further appealed) to have acted in bad faith or with malice, or to have been grossly negligent. No such officer, director or committee member shall be liable to the Association, the Committee, any Owner, nor any other person or entity for any mistake of judgment, whether negligent or otherwise, nor for the exercise of such individual's judgment except in the event of such judicially determined bad faith, malice or gross negligence. No officer or director of the Association, nor any member of the Architectural Control Committee, shall have personal liability with respect to any contract or other commitment made by them on behalf of the Association or the Architectural Control Committee, and the Association shall indemnify and hold harmless each such officer and director and committee member from any and all liability in connection with any such contract or commitment. The Association shall obtain and keep in force, such general liability, and officers and directors liability insurance as the Board may reasonably determine, from time to time, to insure the Association's indemnity obligation heretofore.

ARTICLE V

Architectural Control Committee

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

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

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

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

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

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

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

ARTICLE VI

Electrical Distribution System

An underground or aboveground electric distribution system will be installed in that part of Palmer Plantation in Lake Olympia Subdivision, Section One, designated herein as Underground or Aboveground Residential Subdivision, which underground or aboveground service area embraces all of the lots which are platted in Palmer Plantation in Lake Olympia Subdivision, Section One, at the execution of the agreement between Houston Lighting and Power Company (herein called the "Company") and Declarant or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground or aboveground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declaration has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and
operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing from access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's own and installed service wires. In addition, the owner of each lot containing a single dwelling unit, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground or aboveground service is maintained in the Underground or Aboveground Residential Subdivision, the electric service to each dwelling unit therein shall be underground or aboveground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

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

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

The underground distribution system covered by this contract is being installed by Company at no cost to Declarant (except for certain conduits), whose applicable and except as hereinafter provided) upon Declarant's representation that such Subdivision covered hereby is being developed for residential dwelling units, including homes, townhouses, duplexes and/or apartment structures,
constructed upon the Properties and designed to be permanently located where originally constructed (such category of Living Units expressly to exclude mobile homes), and so wired as to provide for separate metering to each Unit. Should Declarant’s plans as outlined to Company be changed so that mobile homes are to be erected, or should the Declarant sell lots within the Underground Residential Subdivision for location thereon of mobile homes, Developer shall thereupon become liable to Company for $1.75 per front lot foot for all lots or Living Units specified by this agreement to be within the Underground Residential Subdivision, such amount representing the excess in cost, for the entire Subdivision, of the underground distribution system being installed under this agreement over the cost of equivalent facilities for Company’s standard overhead services; and Company shall not be further obligated to Declarant under this contract until such payment shall have been made in full. In the event that Developer shall replat all or any part of the Subdivision, Company shall not be obligated to furnish the underground distribution system for services to the replatted lots or dwelling units to be located therein as to be constructed for Living Units as herein before defined, same being those constructed and designed to be permanently located where originally constructed (such category of Living Units expressly to exclude mobile homes) and wired for separate metering to each Living Unit in a multiple dwelling unit structure and (b) payment is made to Company of an amount equal to the excess cost of bringing underground service to the replatted lots over the cost of installing underground distribution system for service to the lots as originally platted. Further, in the event that the plans for the development of the Underground Residential Subdivision as outlined to Company be changed after Company has installed any of its underground service facilities, and if such change in plans will require the removal of, or alteration of such installed facilities, then, except to the extent that such facilities remain suitable for serving any Living Units called for by the change in plans, Declarant shall pay to Company the cost to Company of installing and altering such facilities.

ARTICLE VII

Restrictions

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

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

Section 3. Exterior Materials. All Living Units, and other buildings, structures, and other improvements erected, altered, or placed on any Lot shall be of new construction, and no structure of a temporary character, trailer, modular home, mobile home, tent,
shack, garage, barn, or outbuilding shall be used on the Subdivision at any time as a residence, either temporarily or permanently. The exterior finish or construction in all materials used for the exterior of each Living Unit and other structure upon a Lot, shall be of brick, stone, masonry or such other materials as the Architectural Control Committee may approve, which approval may also include minimum percentages of such exterior which shall be constructed of brick, stone or other masonry or other materials. The Architectural Control Committee shall have the exclusive right to determine what exterior color schemes, materials and paint colors may be used for the exterior of any Living Unit or other improvements constructed upon a Lot.

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

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

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

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

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (1) wood shingles which have been treated with fire-retardant as prescribed by the ordinance of the City of Missouri City as is in existence or amended or (2) asphalt or composition type shingles of a minimum of two hundred thirty-five (235) pound - dimensional type, comparable in color to wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.
Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or detached enclosed private garage for not less than two nor more than three passenger cars. Each Owner shall keep all doors to the private garage closed at all times except when persons or vehicles are going into or out of such garage. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, which are of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside.

Section 10. Fences. Unless the Architectural Control Committee specifically agrees otherwise in writing, no building, fence, or other structure (i) shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building lines thereon shown on the Subdivision Plat, or (ii) shall have a fence in the front yard or (iii) except as to fences, shall encroach on any easement shown on the Subdivision Plat, save and except (to the extent erected by Declarant) the portion of the following lots which front, touch and concern Reserve B in the Subdivision or Lake Olympia Parkway all of which are in Block 1 of Palmer Plantation at Lake Olympia, Section One (1); Lots 1, 24 through 31 inclusive and 52 through 55 inclusive which represents a portion of the entry maintained by the Association, which lots may be fenced in a masonry satisfactory to Declarant, at Declarant's expense, in which event the Owner shall not be required to fence such area fenced by Declarant. Except for the west boundary of Lot 50 in Block 1, the rear of Lots 1 through 26 in Block 3 (the "Excluded Lots") the original Builder or first Owner of such Lot with a completed Living Unit thereon, shall have to construct a fence made of wood, or such other material as the Architectural Control Committee may approve, enclosing the back and side yards of such Lot. No fences shall be required for Excluded Lots, but, if any Owner or Builder shall erect a fence upon an Excluded Lot, the same shall be in compliance with the other provisions hereof. All fencing material must be approved by Declarant or the Architectural Control Committee unless consented to herein, prior to installation. All fences, walls and other barriers to be erected between Living Units on any Lot or Lots shall first be approved in writing by the Architectural Control Committee. All such fence, wall or barrier shall have a standard height of six feet (6') from finished grade, and each such fence, wall or barrier shall be of an architectural style and material which harmonizes with other improvements constructed within the subdivision, and the decision of the Architectural Control Committee in this matter shall be final. Fences, walls and barriers may be of wood or masonry, but no wire or chain link or similar fence, wall or barrier shall be erected or permitted to remain in the subdivision. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above any street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree, hedge or shrubbery shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 11. Setback Lines. Unless the Architectural Control Committee and the City of Missouri City specifically agree otherwise in writing, no building shall be located on any portion of any Lot in violation of (1) any city ordinance of the City of Missouri City as
in existence or as amended or (2) any recorded plat affecting the
Subdivision or the property.

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

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

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

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

Section 16. Street Storage. No boat, trailer, camping unit,
motor home, bus, truck, or self-propelled or towable equipment,
consumer goods or machinery of any sort shall be stored or permitted
to park on any street or any Lot except in a garage or other enclosed
structure, or in an area adequately screened by planting or fencing
so as not to be seen from any other Lot or any street, except that (i)
during the construction of improvements on a Lot, necessary
construction vehicles may be parked thereon for and during the time
of necessity therefor, and (ii) this restriction shall not apply to
automobiles and pick-up trucks in good repair and attractive
condition parked farther from the street than the building setback
lines as shown on the Subdivision plat; and (iii) this restriction
shall not apply to the mere temporary parking of any such equipment
or consumer goods which is in good repair and attractive condition.
The Association is hereby authorized to determine what constitutes
temporary parking. In addition, no motorcycles, motor bikes, motor
scooters or other similar motorized vehicles shall be allowed in the
Subdivision except for transportation to and from a Living Unit, or
to and from another specific point of destination. In addition,
none of the above shall be allowed if the Board of the Association determines in its sole discretion that such motor vehicle or motorcycle or other similar vehicle is too loud and causing a disturbance to the Subdivision.

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

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

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

Section 20. Underground Utilities.

(a) All electrical, telephone and other utility lines and facilities which (i) are located on a Lot, (ii) are not within or a part of any building, and (iii) are not owned by any government entity, public utility company, or the Association, shall be installed underground. Lighting fixtures may be installed above ground if approved in writing by the Architectural Control Committee.

(b) The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (in accordance with all requirements of local governing authorities) the underground or aboveground service cable and appurtenances from the point of the electric company’s metering on customer’s structure to the point of attachment at such company’s installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of said Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter.

(c) Easements for the underground service may be crossed by driveways, fences and walkways provided that the Owner of each Lot affected makes prior arrangements satisfactory with the utility company furnishing any service and any other owner or user of such easement and provides and installs the necessary electric conduit and other structures of approved type and size under such driveways, fences or walkways and prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, and neither the Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements located on the Property covered by said easements.

Section 21. Mailboxes. All mailboxes in the Subdivision shall be neighborhood-Type mailboxes as are supplied and maintained by the United States Postal Service, and shall be in such locations as the Declarant and United States Postal Service, and the City of
Missouri City ascertain are the most practical place to place the same. Each Owner acknowledges that potentially the location of such mailbox may cause traffic problems with respect to individuals coming to or leaving from such mailbox, and consents to the same. In addition, all house numbers and similar matters used in the Subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final and accordingly, the Architectural Control Committee shall have the authority to approve and disapprove of such items.

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

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

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

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

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

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

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

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

Section 30. Exterior Lighting. The approval of the Architectural Control Committee must be obtained in writing prior to the installation of any floodlights, flood lamps, gas lights, or any other type of exterior lighting on any Lot.
Section 31. Fires. No Owner, or occupant of any Living Unit, nor any invitee or guest of either shall burn any trash, brush or other materials nor utilize any outdoor fire, except such fires as are contained in approved cooking devices or barbeque pits.

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

ARTICLE VIII

Special Restrictions of Waterfront Properties and Waterway Usage

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

(a) No construction, filling or dredging shall be allowed within the boundaries of any lake, canal, or Waterway without the prior written approval of the Association;

(b) No boats or other water-borne craft shall be propelled by means of any engines either inboard or outboard except for electric engines. Gasoline or other internal combustion engines propelling any craft shall be prohibited. No craft in excess of eighteen (18) feet in length and/or ten (10) feet in width shall be allowed temporarily or permanently on the Waterways, except crafts used by Declarant, the Association or their agents or assigns. No houseboats, rafts or crafts will be allowed upon the Waterways either temporarily or permanently;

(c) Neither Declarant, Association nor any of their officers, directors, shareholders, agents or employees, shall be liable to any Owner or any occupant of a Living Unit, or any person upon or using any Waterway for any personal injury, including death, property damage or any other claim caused by or resulting from the Waterway, or the use of any Waterway by any person, or the use of any facilities, including piers, boats, bulkheading or other personal property or fixtures which are located or constructed in or upon or used in connection with such Waterway.

(d) No person under the age of 13 shall be allowed in the Waterways or in boats or other water-borne crafts on the Waterways in the Property unless under the direct supervision of an adult guardian or natural adult parent.
(e) No slips, excavations or dredging shall be made into any Lots. Floating piers are expressly prohibited.

(f) Notwithstanding anything herein, the Owner of a Lot which abuts or adjoins a Waterway may construct one (1) permanent dock or pier to extend not more than ten feet (10') beyond the bulkhead or shoreline into the adjacent Waterway, said dock or pier not to exceed (1) twenty feet (20') in length along the shoreline and to be constructed of concrete, masonry, stone, rock or timbers treated by creosoting, wounding or other wood preservatives; and (2) shall be no higher than ten (10) feet above the top of the bulkhead affecting such Living Unit. The plans and specifications for the construction of any such dock or pier and the materials colors and type shall be approved in writing prior to commencement of construction by the Architectural Control Committee.

(g) The Association shall have the right to promulgate rules and regulations, from time to time, regarding the use of Waterways and all facilities or personal property applicable to the Waterways, all of which rules and regulations shall be binding upon each Owner, each Owner's guest, invitees, and tenants, and any other person or entity upon or using any portion of the Waterway.

(h) Each Owner of a Waterway Lot shall have the primary responsibility to maintain the bulkhead or shore line of such Waterway Lot in accordance with standards established by the Architectural Control Committee or the Association. The Association shall have the right, but not the obligation, at any time, and from time to time, in its sole discretion, to maintain, repair, restore, rebuild, replace, secure, preserve or improve any bulkhead, shore line or other boundary of a Waterway, and assess a Waterway Assessment to provide funds for the payment thereof.

(i) The Association, its agents, employees, representatives or assigns shall have, and are hereby granted, an easement upon, in, or over, that portion of any Waterway Lot which lies within ten (10) feet of the bulkhead, shore line or other boundary between the Waterway Lot and the Waterway, for the purpose of inspecting, maintaining, repairing, restoring, rebuilding, replacing, securing, preserving or improving any bulkhead, shore line or other boundary between a Waterway and the property adjoining it, including, without limitation, in performance of any such services upon any pilings, cables or other structures incident thereto.

ARTICLE IX

Extension of Declaration to Additional Land

Section 1. Annexation of Additional Subdivisions. Notwithstanding any other provision of this Declaration, Declarant shall have the unilateral right and option, at any time and from time to time for a period of forty (40) years after the date of recordation of this Declaration, to subject portions of the Property, or other real property now owned, or hereafter acquired, by Declarant to the covenants, conditions and restrictions of this Declaration, subject to such modification or amendments thereto as Declarant may provide for in the Declaration of Annexation thereof by the execution and recordation of a Declaration of Annexation which:

24
(a) Refers to or incorporates this Declaration;

(b) Names or creates a Subdivision or section of a Subdivision or otherwise describes the real property subject thereto and designates or declares the same to be annexed to the Subdivision; and

(c) Contains such amendments, modifications or alterations to this Declarant may desire for the property described in such Declaration of Annexation, and/or contains such additional restrictions, covenants, conditions or assessments as Declarant may desire.

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

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

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

Section 4. Reserves. None of the covenants, conditions or restrictions of this Declaration shall apply to any Reserve. Declarant shall have the right, at any time, and from time to time, to execute a Declaration of Annexation covering and describing any Reserve and thereby subject such Reserve to the covenants, conditions and restrictions of this Declaration, as modified by such Declaration of Annexation, and grant to the then or subsequent owners of such Reserve, or portions thereof, the rights, benefits of this Declaration, as modified by any such Declaration of Annexation. Declarant shall have the right, option and privilege, in its sole and absolute discretion to provide such restrictions upon the Reserves as Declarant may determine, and to use, or convey the Reserves for use and authorize all or any portion of the Reserves to be used for any of the purposes described in Section 2 above, or any other purpose allowed by law.
Section 5. No Obligation to Annex. Nothing contained herein, and no development of the Subdivision nor any portion of the Property shall obligate Declarant to include, annex or incorporate any additional portion of the Property or any other real property, now or hereafter owned by Declarant into the Subdivision, and neither the mention or description of the Property nor Declarant's expressed intent to develop the Property according to a uniform plan or scheme of development shall obligate Declarant to include any portion of the Property in such a development, nor obligate Declarant to impose any restriction, encumbrance or condition, of any kind or character, upon any portion of the Property other than the Subdivision. Declarant shall have the right to create other subdivisions out of the Property which are not annexed to, or part of this Subdivision, and are not subject to any of the conditions, covenants or restrictions hereof, and nothing contained herein, nor applied hereby, shall limit, encumber or otherwise impair or affect, in any way, Declarant's right to use, convey or otherwise deal with any portion of the Property other than that specifically included within the Subdivision.

ARTICLE X

General Provisions

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

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

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

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

Section 5. Amendment. This Declaration may be amended during the initial forty (40) year term hereof by an instrument executed and acknowledged by the Owners of sixty percent (60%) of the Lots within the Subdivision. After such initial term, this Declaration may be amended by an instrument executed by those Owners entitled to cast a majority of Class A and Class B votes of the Association.
Section 6. Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Declarant conveying any part of the land in the subdivision, whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

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

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

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

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

Section 11. Easement of Encroachment.

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

(b) The Architectural Control Committee shall have the right to grant a reciprocal easement of encroachment for any Living Unit, garage, or other improvement or structure constructed, reconstructed, altered or placed upon a Lot in such a manner that such structure encroaches upon a building setback line, an easement, a reserve, another Lot or the Common Area, if the Architectural Control Committee is reasonably satisfied that the placement of such structure was a result of inadvertence or mistake; provided that the distance between two (2) adjacent Living Units or structures shall not be less than five (5) feet.
IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand and seal this 4th day of JANUARY, 1984.

DECLARANT:

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

BY: Andrew Choy, President

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

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

Lorraine K. Treich
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
NAME: Lorraine K. Treich
MY COMMISSION EXPIRES: 10/26/86

Lorraine K. Treich
Notary Public, State of Texas
My Commission Expires: October 26, 1986
Commission Expires: October 26, 1986

(03) gc: 12/20/83(13)
DECLARATION OF ANNEXATION

FOR

[CRESSENT OAK VILLAGE AT LAKE OLYMPIA]

SECTION ONE

THE STATE OF TEXAS

COUNTY OF FORT BEND

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

W I T N E S S E S T H E : 

WHEREAS, Declarant is the owner of all or a portion of the property
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 Real
Records of Fort Bend County, Texas, Declarant has created, out of that portion of
the Property which is more particularly described in the Declaration, a
subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has
imposed upon such subdivision the covenants, conditions and restrictions
described in the Declaration;

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

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall
be held, sold and conveyed subject to all of the covenants, 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 be for 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 Amendment shall only cover and affect the following described property:

Lots One (1) through Thirty (30), inclusive in Block One (1); Lots One (1) through Five (5), inclusive in Block Two (2); Lots One (1) through and Two (2), inclusive in Block Three (3). And all in Crescent Oak Village at Lake Olympia Section One (1), a subdivision in Fort Bend County, Texas according to the map or plat therefor, recorded as Slide No. 23212 in the Plat Records of Fort Bend County, Texas.

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

No portion of any deck, porch, patio landscaping or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than (2') feet above the natural elevation of the Lot at any point on the Lot. No structure of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or waterway from any adjoining WATERWAY LOT.

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

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

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and

(c) In the case of a builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed dwelling unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

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

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

Section 4. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the owner or resident of the lot, which garage shall open to the front of the lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the owner or resident of the lot, which greenhouse must not be visible from the street or adjacent property unless agreed to 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 porticoes) shall be allowed on any lot unless specifically approved in writing by the Architectural Control Committee.

Section 5. Frontage. All improvements shall be constructed on Lots so as to face the street upon which the lot faces. A corner lot shall be deemed to have a frontage toward the street which is the frontage from the building setback line for such lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.

Section 7. Size. Each living unit constructed upon a lot within the Subdivision shall contain not less than 2,000 square feet and not more than 3,400 square feet of living area if a one-story living unit and not less than 2,600 square feet and not more than 4,000 square feet of living area if a two-story living unit. All computations of living area shall be exclusive of open 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 total dimensional type, comparable in color to aged or weathered wood shingles. The decision of such composition shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each living unit shall have a detached enclosed private garage, but 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 doors or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall be shut to the front of the lot unless specifically approved in writing by the Architectural Control Committee.

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

No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

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

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

Section 34. Height Restrictions on Waterway Lots. 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, fence or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon as to prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

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

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

(b) Every effort must be made to locate all improvements, driveways, 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, in compensation for losses and/or damages due to construction or improvements to be placed on the lot.

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

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

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

9. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 18th day of November, 1994.

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

BY:

ANDREW CHOW, President

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

ACKNOWLEDGED BY:

JAMES M. WILSON, Manager

THE STATE OF TEXAS

COUNTY OF BEXAR

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

LORNAE N. OKIN
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: LORNAE N. OKIN
MY COMMISSION EXPIRES: 7-22-96

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

CODE: COVER
DISK: HARD-H

PAGE 6
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): HORTICULTURAL STANDARDS

B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A Viable CONDITION

C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A Viable CONDITION.

D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES

2. PRODUCT AND PLANTING SPECIFICATIONS

A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS

B. SEE CHART "AA" FOR TREE TYPES AND STREET LOCATION

C. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE

D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS OR ADJACENT PROPERTY

EXHIBIT "P"
Page 1 of 2
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUNRISE DRIVE</td>
<td>EVERGREEN ELM</td>
<td>ULMUS SEMIPRINENS</td>
</tr>
<tr>
<td>CRESCENT OAK DRIVE</td>
<td>EVERGREEN ELM</td>
<td>ULMUS SEMIPRINENS</td>
</tr>
<tr>
<td>THUNDER CREEK DRIVE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
</tbody>
</table>

FILED AND RECORDED
11-18-94 411403 CT $65.00
Shirley Williams
Dianne Wilson - County Clerk
Fort Bend County, Texas

EXHIBIT "P"
Page 2 of 2
DECLARATION OF ANNEXATION

FOR

CRESCElT OAK VILLAGE AT LAKE OLYMPIA

SECTION TWO

THE STATE OF TEXAS

COUNTY OF FORT BEND

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

W I T N E S S E S T H e T H:

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

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and
Restrictions ("Declaration") recorded in Volume 1355 at Page 708 of the Deed
Records of Fort Bend County, Texas, Declarant has created, out of that portion of
the Property which is more particularly described in the Declaration, a
subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has
imposed upon such subdivision the covenants, conditions and restrictions
described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to
create, out of that portion of the Property, more particularly described in
Exhibit "B" which is attached hereto and incorporated herein by reference for all
purposes, a subdivision to be known as CRESCElT OAK VILLAGE AT LAKE OLYMPIA,
SECTION TWO, (the "Subdivision") and to impose upon the property constituting the
Subdivision, the covenants, conditions and restrictions described in the
Declaration, except to the extent that the same are modified or amended herein,
all as a part of Declaration'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 covenants, 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 Amendment shall only cover and affect the following described property:

Lots Thirty-One (31) through Forty (40), inclusive in Block One (1);
Lots Six (6) through Fifteen (15), inclusive in Block Two (2); Lots Thirty-Two (32) through Forty-Three (43), inclusive in Block Two (2);
Lots Three (3) through Fourteen (14), inclusive in Block Three (3); and all in Crescent Oak Village at Lake Olympia Section Two (2), a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 3252 in the Plat Records of Fort Bend County, Texas.

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

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

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

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

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems, or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed living unit and auxiliary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

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

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

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

Section 3. Frontage. All improvements shall be constructed on lots so
as to front the street upon which the lot faces. A corner lot shall be
demarcated so as 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 therein which does not exceed Forty-five (45)
degrees.

Section 4. Size. Each living unit constructed upon a lot within the
Subdivision shall contain not less than 2,000 square feet and not more
than 3,400 square feet of living area if a one-story living unit and not
less than 2,000 square feet and not more than 4,000 square feet of
living area if a two-story living unit. All computations of living area
shall be exclusive of open 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 5. Roofing Material. The roof of any living unit (including
the garage or servant’s quarters) shall be constructed or covered with
(i) 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 6. Garages. Unless the Architectural Control Committee
specifically agrees otherwise in writing, each living unit shall have a
detached enclosed private garage, but in no event more than one (1)
garage, for not less than two (2) nor more than three (3)
passenger cars. Each owner or resident of a lot shall keep all doors to the
private garage shut at all times when it is not necessary to keep such
doors open. Garages shall be used only for passenger cars and other
vehicles, including boats on trailers, of a type and size as will allow
the doors 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. Provisions. The provisions of Article VII, Section 11 of the original Declaration shall control and be applicable to all Lots of the Subdivision. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the subdivision plat nor in any front yard.

No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

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

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

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

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

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

(b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the lot in such a way as to minimize the number of trees which must be cut or removed.

(c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill, and any other improvement, structure or facility to be placed upon the lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.

(e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

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

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

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

9. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 18th day of November, 1994.

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

BY: ____________________________
    ANDREW CHU, President

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

ACKNOWLEDGED BY:
    JAMES M. WILSON, Manager

THE STATE OF TEXAS
COUNTY OF BROWN

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

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: LORRAINE K. OKUN
MY COMMISSION EXPIRES: 1.23.92

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

CODE: CONTR
DISK: HDD-9
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 NURSEY MEN, INC. (AAN): HORTICULTURAL STANDARDS
   
   B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION
   
   C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
   
   D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES

2. PRODUCT AND PLANTING SPECIFICATIONS
   
   A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS
   
   B. SEE CHART "A" 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

EXHIBIT "P"
Page 1 of 2
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>CRESCENT OAK DRIVE</td>
<td>EVERGREEN ELM</td>
<td>ULMUS SEMPERVIRENS</td>
</tr>
<tr>
<td>TIMBER CREEK DRIVE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
<tr>
<td>TIMBER CREEK COURT</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
<tr>
<td>CHESTNUT RIDGE COURT</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
</tbody>
</table>

FILED AND RECORDED
11-18-94 AT 11:03 CT $65.00

Dianne Wilson - County Clerk
Fort Bend County, Texas
DECLARATION OF ANNEXATION

FOR

CRESCENT OAK VILLAGE AT LAKE OLYMPIA

SECTION THREE

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

(b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures, and

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

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

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

Section 2, Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height, (ii) no more than one (1) private garage for not 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 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. 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-cochere) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.
Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to be either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.

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

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

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

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

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

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

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

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

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

(b) Every effort must be made to locate all improvements, driveways, 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, porches, 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.

(c) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

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

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

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

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

9. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 3rd day of APRIL, 1996.

LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation
DBA LAKE OLYMPIA DEVELOPMENT CORPORATION

BY: ANDREW CHOY, President

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

ACKNOWLEDGED BY: JAMES M. WILSON, Manager

THE STATE OF TEXAS
COUNTRY OF FORT BEND

This instrument was acknowledged before me on the 30th day of April, 1996 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, dba LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.

Krisin Holly Pedersen
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NAME: Krisin Holly Pedersen
MY COMMISSION EXPIRES: July 18, 2000

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

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

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

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

STREET TREE PLANTING SPECIFICATIONS

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

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

EXHIBIT "F"
Page 1 of 2
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIMBER CREEK DRIVE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
<tr>
<td>CRESTCENT OAK DRIVE</td>
<td>EVERGREEN ELM</td>
<td>ULMUS SEMPERVIRENS</td>
</tr>
<tr>
<td>VILLAGE BROOK DRIVE</td>
<td>EVERGREEN ELM</td>
<td>ULMUS SEMPERVIRENS</td>
</tr>
</tbody>
</table>
DECLARATION OF ANNEXATION

FOR

CRESCENT OAK VILLAGE AT LAKE OLYMPIA

SECTION SIX

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

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

WITNESSETH:

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

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

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

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold, and conveyed subject to all of the covenants, 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 covenants, 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 covenants, conditions, and restrictions of the Declaration, so far as they affect the Subdivision, are amended as follows:

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

Lot Three (3) through Twenty-Five (25), inclusive in Block Two (2); Lots Fifty-Two (52) through Eighty-One (81), inclusive in Block Three (3); and all in Century Oak Village at Lake Olympia Section Six (6), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded on Slides No. 22,716 in the Plat Records of Fort Bend County, Texas.

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

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

(b) The final working plans and specifications need not include details of interior, mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

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

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

Section 2. Improvements 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 to 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 for growth 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-coaches) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 4. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to be either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.
Section 7. Size. Each living unit constructed upon a lot within the Subdivision shall contain not less than 1,000 square feet and not more than 2,500 square feet of living area if a one-story living unit and not less than 2,000 square feet and not more than 3,100 square feet of living area if a two-story living unit. All computations of living area shall be exclusive of open 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 (1) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Kansas City, or (ii) tipup or composition type shingles of a minimum of 240 pound dimension type, comparable in color to aged or weathered wood shingles. The selection of such composition 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 approves otherwise in writing, each living unit shall have a detached enclosed private garage, but in no event more than one (1) garage for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including tractors or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable to all lots of the Subdivision. 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 near to the front lot line or nearer to a side street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement referenced on the Subdivision plat.

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

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

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

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

(b) Every effort shall 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 any improvements including houses, garages, driveways, walkways, paths, decks, filler, 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 or damage to trees due to construction or improvements to be placed on the lot.
5. There is added to Article X a new Section 12 as follows:

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

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

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

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

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set
its hand and seal this \[\text{date}\] day of \[\text{date}\], 2001.

LAKE OLYMPIA DEVELOPMENT CORPORATION,
a Delaware corporation

\[signature\]

BY:
ANDREW CHOV, President

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on the \[\text{date}\] day of \[\text{date}\], 2001 by ANDREW CHOV, President of LAKE OLYMPIA DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of said corporation.

\[signature\]

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
ME: \[\text{name}\]
MY COMMISSION EXPIRES: \[\text{date}\]
STREET TREE GUIDELINES

STREET TREE GUIDELINES GOALS

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

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

Canopy Trees

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Required Profile</th>
<th>Minimum Planting Distance from Street Light</th>
<th>Distance from Back of Curb Required Without Road Barrier</th>
<th>Distance from Edge of Sidewalk Required Without Road Barrier</th>
<th>Road Barrier Required *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liberty Pole</td>
<td>Tilia amurensis</td>
<td>24</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Common Elm</td>
<td>Ulmus × hollandica</td>
<td>32</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Scotch Elm</td>
<td>Ulmus × hollandica</td>
<td>24</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>American Elm</td>
<td>Ulmus × hollandica</td>
<td>32</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Sugar Maple</td>
<td>Acer saccharinum</td>
<td>24</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Sweetgum</td>
<td>Liquidambar</td>
<td>24</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Downy Birch</td>
<td>Betula populiflora</td>
<td>32</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Hackberry</td>
<td>Cornus sericea</td>
<td>32</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Rainier Maple</td>
<td>Acer rhombifolius</td>
<td>32</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>White Oak</td>
<td>Quercus alba</td>
<td>32</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Siberian Elm</td>
<td>Ulmus pumila</td>
<td>32</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Evergreen 79</td>
<td>Platycarya orientalis</td>
<td>32</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Red Oak</td>
<td>Quercus rubra</td>
<td>32</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Willow Oak</td>
<td>Quercus phellos</td>
<td>32</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Willow Hull</td>
<td>Salix byrsoniana</td>
<td>32</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

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

Ornamental Trees

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Required Profile</th>
<th>Minimum Planting Distance from Street Light</th>
<th>Distance from Back of Curb Required Without Road Barrier</th>
<th>Distance from Edge of Sidewalk Required Without Road Barrier</th>
<th>Road Barrier Required *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swamp Willow</td>
<td>Salix nigra</td>
<td>24</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Japanese Willow</td>
<td>Salix japonica</td>
<td>32</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>White Willow</td>
<td>Salix alba</td>
<td>32</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>American Elm</td>
<td>Ulmus × hollandica</td>
<td>32</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Common Elm</td>
<td>Ulmus × hollandica</td>
<td>32</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Sugar Maple</td>
<td>Acer saccharinum</td>
<td>32</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Sweetgum</td>
<td>Liquidambar</td>
<td>32</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Downy Birch</td>
<td>Betula populiflora</td>
<td>32</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Hackberry</td>
<td>Cornus sericea</td>
<td>32</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Rainier Maple</td>
<td>Acer rhombifolius</td>
<td>32</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>White Oak</td>
<td>Quercus alba</td>
<td>32</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Siberian Elm</td>
<td>Ulmus pumila</td>
<td>32</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Evergreen 79</td>
<td>Platycarya orientalis</td>
<td>32</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Red Oak</td>
<td>Quercus rubra</td>
<td>32</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Willow Oak</td>
<td>Quercus phellos</td>
<td>32</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Willow Hull</td>
<td>Salix byrsoniana</td>
<td>32</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

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

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

Maintenance will include the following:

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

ROOT BARRIERS

Root barrier installation shall be required as follows:

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

CONFLICTS WITH INFRASTRUCTURE

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

QUALITY ASSURANCE

2. The seller shall warrant that the required trees are in place and in a viable condition.
3. The Builder shall provide the purchaser with the appropriate information to maintain the street trees in a viable condition.
4. The seller shall advise the purchase of the restrictions governing the types and location of the required street trees.
LOCATION AND SPECIFICATION OF REQUIRED STREET TREES

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

FOR

CRESCENT OAK VILLAGE AT LAKE OLYMPIA

SECTION SEVEN

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

WITNESSETH:

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

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

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

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


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

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

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

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

(b) The final working plans and specifications need not include details of interior
mechanical, electrical, and plumbing fixtures, systems or installations, but shall
include details of any exterior mechanical, electrical and plumbing structures; and

(c) In the case of a Builder, the Architectural Control Committee may approve a
partial preliminary site plan which reflects the exterior elevation, size, and
configuration of the proposed Living Unit and ancillary buildings, and reasonably
identifies and describes all exterior colors and materials, provided that the actual
preliminary plan, and final plan, for such Lot, comply with, and follow, such partial
preliminary site plan.

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

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

Section 2. Improvement on Lots. No building or other structure of any kind or type
shall be constructed, maintained, or allowed on any Lot other than: (i) one detached
single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in
height; (ii) no more than one (1) private garage for no less than two (2) or 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-cochères) shall be
allowed on any Lot unless specifically approved in writing by the Architectural Control
Committee.

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

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall
contain not less than 1,500 square feet and not more than 2,500 square feet of living
area if a one-story Living Unit and not less than 2,000 square feet and not more than
3,100 square feet of living area if a two-story Living Unit. All computations of living
area shall be exclusive of opened or screen 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 (1) 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 (2) asphalt or composition type shingles of a minimum of 240 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

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

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

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

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

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

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

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

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

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

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

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

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

BY: ANDREW CHOY President

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

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

RETURN TO: AFG LAKE OLYMPIA, INC.
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459
DESCRIPTION OF
PALMER PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 1

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"
PAGE 1 OF 3
Thence, South 64° 56' 34" West, 75.36 feet to a point for corner;

Thence, South 61° 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° 36' 07" West, 2855.67 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° 39' 40" West, 90.41 feet to a point for corner;
2. North 56° 58' 53" West, 789.64 feet to a point for corner;
3. North 58° 32' 29" West, 712.80 feet to a point for corner;
4. North 85° 33' 10" West, 645.21 feet to a point for corner;
5. South 80° 49' 42" West, 185.43 feet to a point for corner;
6. South 87° 36' 50" West, 165.43 feet to a point for corner;
7. North 73° 32' 23" West, 221.74 feet to a point for corner;
8. North 41° 44' 14" West, 212.81 feet to a point for corner;
9. North 10° 30' 12" West, 235.33 feet to a point for corner;
10. North 41° 07' 59" East, 159.52 feet to a point for corner;
11. North 34° 56' 41" East, 198.35 feet to a point for corner;
12. North 53° 43' 35" East, 203.19 feet to a point for corner;
13. North 62° 17' 52" East, 174.31 feet to a point for corner;
14. North 60° 10' 26" East, 100.99 feet to a point for corner;
15. North 45° 26' 24" East, 118.28 feet to a point for corner;
16. North 31° 38' 44" East, 531.90 feet to a point for corner;
17. North 03° 37' 10" West, 501.14 feet to a point for corner;
18. North 16° 46' 56" West, 125.90 feet to a point for corner;
19. North 64° 09' 40" West, 198.56 feet to a point for corner;

Thence, leaving said center line, South 87° 38' 27" East, 119.41 feet to a point for corner;

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

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

EXHIBIT "A"
1. North 88° 13' 48" East, 283.63 feet to a point for corner;
2. North 88° 43' 55" East, 593.59 feet to a point for corner;
3. North 88° 59' 29" East, 469.22 feet to a point for corner;
4. North 89° 04' 57" East, 918.79 feet to a point for corner;
5. North 88° 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° 57' 25" East, 8.91 feet to the POINT OF BEGINNING and containing 359.403 acres of land.
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 08° 53' 11" East, 3,026.35 feet to a point
for corner;

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

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

Thence North 58° 33' 08" East, 253.06 feet to a point
for corner;

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

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

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

Thence, North 61° 41' 30" East, 297.40 feet to a point for corner
Thence, North 18° 14' 45" East, 438.36 feet to a point for corner
Thence, North 26° 57' 08" West, 299.73 feet to a point for corner
Thence, North 58° 21' 21" West, 903.96 feet to a point for corner
Thence, North 38° 22' 03" West, 302.76 feet to a point for corner

EXHIBIT "B" PAGE 1 of 2
Thence, North 57° 52' 10" West, 440.39 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 Glen Lakes, Section 1:

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

LICHTER/Jameson & Associates, Inc.
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 AGF 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 not 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. 12756 in the plat records of Fort Bend County, Texas (hereinafter 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. 19534/1B 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 otherwise service any portion of a Private Road and any roadway or setback between a Private Road and the property which it adjoins.

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

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

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

   Section 14. Private Road Assessments. In addition to the General Assessment, Special Assessment, and Waterway Assessment, the Association may levy a Private Road Assessment which shall be assessed against, and shall only be applicable to, Private Road Lots, and shall be subject to the following conditions and limitations:
(a) The amount of the Private Road Assessment applicable to any Private Road Lot shall not exceed one hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to, or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Subdivision and Flamingo Estates.

(b) The Private Road Assessment shall be assessed against each Private Road Lot on an equal basis regardless of frontage along any Private Road.

(c) The actual amount of any Private Road Assessment shall be set by the Board, upon majority vote, provided that it does not exceed the maximum amounts authorized herein.

(d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve, or improve, in any way, any pavement, shoulder, or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any pavement or area between curb and Right-of-Way reflected on the plat, amending plat, replat, or serving the Subdivision or Flamingo Estates.

(e) The Private Road Assessment shall not take effect or be assessed until January 1, 2000. The Private Road Assessment applicable to any Lot owned by an Active Builder upon which no Living Unit has been fully constructed shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Private Road Assessment. Any Lot owned by Declarant will be exempt from such Private Road Assessment.

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

(f) 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.

(g) The Private Area Assessment shall be assessed against each Lot in the Subdivision on an equal basis.

(h) 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.

(i) 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.

(j) The Private Area Assessment shall not take effect 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) detached garages for no less than two (2) cars or more than four (4) passenger cars and one (1) storage space 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 household purposes of the Owner or resident of the Lot, which greenhouse must 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-cochères) 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. 1985). 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) (1985). 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 fronts. 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 constructions 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 composition 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 house 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. All wrought iron fences with spacing 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 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 lines or lines, gas, sewer, 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 herebefore 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.

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

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

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 24th day of __August__ 1998.

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

BY: ________________________
  ANDREW CHOI, President

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 24th day of __August__
1998 by ANDREW CHOI, 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

MY COMMISSION EXPIRES: May 13, 2001

RETURN TO: AFG LAKE OLYMPIA, INC.
2702 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459
DESCRIPTION OF
PALMER PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 1

Being 359.403 acres of land located in the David Bright Leagues, 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° 50' 55" East, 795.93 feet to a point for corner;

Thence, continuing with said south line, North 88° 29' 20" East, 280.00 feet to a point for corner;

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

Thence, South 57° 52' 10" East, 440.39 feet to a point for corner;

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

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

Thence, South 26° 57' 08" East, 299.70 feet to a point for corner;

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

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

Thence, South 01° 29' 53" East, 598.05 feet to a point for corner; in the north line of Senior Road (60.00 feet wide).
Thence, South 64° 56' 30" West, 75.36 feet to a point for corner;

Thence, South 61° 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° 36' 07" West, 2875.67 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° 39' 40" West, 90.41 feet to a point for corner;
2. North 56° 50' 53" West, 709.64 feet to a point for corner;
3. North 58° 32' 29" West, 712.80 feet to a point for corner;
4. North 85° 33' 10" West, 645.21 feet to a point for corner;
5. South 60° 49' 42" West, 105.43 feet to a point for corner;
6. South 87° 34' 50" West, 160.42 feet to a point for corner;
7. North 73° 32' 23" West, 221.74 feet to a point for corner;
8. North 41° 44' 14" West, 212.81 feet to a point for corner;
9. North 10° 30' 12" West, 235.33 feet to a point for corner;
10. North 41° 06' 59" East, 159.52 feet to a point for corner;
11. North 34° 56' 41" East, 193.35 feet to a point for corner;
12. North 53° 43' 35" East, 203.19 feet to a point for corner;
13. North 62° 17' 52" East, 224.31 feet to a point for corner;
14. North 60° 18' 28" East, 100.99 feet to a point for corner;
15. North 45° 26' 24" East, 110.28 feet to a point for corner;
16. North 31° 30' 54" East, 531.90 feet to a point for corner;
17. North 03° 57' 10" West, 501.14 feet to a point for corner;
18. North 16° 46' 56" West, 125.90 feet to a point for corner;
19. North 64° 03' 40" West, 196.56 feet to a point for corner;

Thence, leaving said center line, South 87° 38' 27" East, 119.41 feet to a point for corner;

Thence, North 88° 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
1. North 88° 13' 40" East, 203.63 feet to a point for corner;
2. North 88° 43' 55" East, 593.59 feet to a point for corner;
3. North 88° 59' 29" East, 459.22 feet to a point for corner;
4. North 89° 04' 57" East, 910.79 feet to a point for corner;
5. North 88° 37' 56" East, 035.47 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° 57' 25" East, 0.91 feet to the POINT OF BEGINNING and containing 359.403 acres of land.
DESCRIPTION OF
PALLIER PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 2

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

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

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

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

Thence, South 64° 29' 30" East, 76.36 feet to a point
for corner;

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

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

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

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

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

Thence, North 18° 11' 45" East, 438.36 feet to a point for corner

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

Thence, North 60° 21' 21" West, 903.96 feet to a point for corner

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

EXHIBIT "B" PAGE 1 OF 2
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 08° 20' 20" East, 2,161.25 feet to the POINT OF BEGINNING and
containing 332.269 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.
LEGAL DESCRIPTION

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

Being 53.7577 acres in the Elijah Roark League, Abstract 77, Fort
Bend County, Texas, more particularly being a portion of that certain 309.5
acre tract of land conveyed to Hermann Hospital Estates by instrument of
record in Volume 75, Page 930, 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 cor-
er of that certain 3.5489 acre tract conveyed to Dannie Joe DeWalt Robinson
by instrument of record in Volume 504, Page 66, Deed Records, Fort Bend
County, Texas, same being in the south line of Senior Road;

Thence, leaving said south line of Senior Road, with the West line
of said 3.5489 acres, South 10° 36' 47" East, 309.27 feet to a 1/2 inch iron
rod set for corner; in the approximate centerline of a drainage swale;

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

1. South 06° 30' 21" West, 50.72 feet to a 1/2 inch iron rod set
   for corner;

2. South 06° 30' 21" West, 144.35 feet to a 1/2 inch iron rod set
   for corner;

3. South 08° 13' 56" West, 154.01 feet to a 1/2 inch iron rod set
   for corner;

4. South 08° 36' 21" West, 620.70 feet to a 1/2 inch iron rod set
   for corner;

5. South 08° 47' 48" West, 490.55 feet to a 1/2 inch iron rod set
   for corner;

EXHIBIT "C"
PAGE 1 OF 3
6. South 86° 29' 19" West, 305.99 feet to a 1/2 inch iron rod set for corner;

7. South 88° 32' 10" West, 420.79 feet to a 1/2 inch iron rod set for corner;

8. South 00° 20' 20" West, 484.90 feet to a 1/2 inch iron rod set for corner;

9. South 67° 04'.26" West, 47.60 feet to a 1/2 inch iron rod set for corner;

10. South 35° 02' 58" West, 313.15 feet to a 1/2 inch iron rod set for corner;

11. South 05° 32' 47" West, 106.41 feet to a 1/2 inch iron rod set for corner;

Thence, South 53° 21' 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 02° 47' 45" West, 200.10 feet to a 1/2 inch iron rod set for corner;

3. North 66° 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;

EXHIBIT "C" PAGE 2 OF 3
53.7577 Acres

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

Thence, North 60° 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 389.5 acres, same being in the aforementioned south line of Senor Road;

Thence, North 01° 24' 00" West, 30.00 feet to a 1/2 inch iron rod set for corner in the centerline of Senor 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 08° 36' 00" East, 5,059.53 feet to a 1/2 inch iron rod set for corner;

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

LICHLITER/JAMESON & ASSOCIATES, INC.

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

EXHIBIT "C"
PAGE 3 OF 3
<table>
<thead>
<tr>
<th>LOT</th>
<th>BLOCK</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>1</td>
</tr>
<tr>
<td>14</td>
<td>1</td>
</tr>
<tr>
<td>15</td>
<td>1</td>
</tr>
<tr>
<td>16</td>
<td>1</td>
</tr>
<tr>
<td>17</td>
<td>1</td>
</tr>
<tr>
<td>18</td>
<td>1</td>
</tr>
<tr>
<td>19</td>
<td>1</td>
</tr>
<tr>
<td>20</td>
<td>1</td>
</tr>
<tr>
<td>21</td>
<td>1</td>
</tr>
<tr>
<td>22</td>
<td>1</td>
</tr>
<tr>
<td>23</td>
<td>1</td>
</tr>
<tr>
<td>24</td>
<td>1</td>
</tr>
<tr>
<td>25</td>
<td>1</td>
</tr>
<tr>
<td>26</td>
<td>1</td>
</tr>
<tr>
<td>27</td>
<td>1</td>
</tr>
<tr>
<td>28</td>
<td>1</td>
</tr>
<tr>
<td>29</td>
<td>1</td>
</tr>
<tr>
<td>30</td>
<td>1</td>
</tr>
<tr>
<td>31</td>
<td>1</td>
</tr>
<tr>
<td>32</td>
<td>1</td>
</tr>
<tr>
<td>33</td>
<td>1</td>
</tr>
<tr>
<td>34</td>
<td>1</td>
</tr>
<tr>
<td>35</td>
<td>1</td>
</tr>
<tr>
<td>36</td>
<td>1</td>
</tr>
<tr>
<td>37</td>
<td>1</td>
</tr>
<tr>
<td>38</td>
<td>1</td>
</tr>
<tr>
<td>39</td>
<td>1</td>
</tr>
<tr>
<td>40</td>
<td>1</td>
</tr>
<tr>
<td>41</td>
<td>1</td>
</tr>
<tr>
<td>42</td>
<td>1</td>
</tr>
<tr>
<td>43</td>
<td>1</td>
</tr>
<tr>
<td>44</td>
<td>1</td>
</tr>
<tr>
<td>45</td>
<td>1</td>
</tr>
<tr>
<td>46</td>
<td>1</td>
</tr>
<tr>
<td>47</td>
<td>1</td>
</tr>
<tr>
<td>48</td>
<td>1</td>
</tr>
<tr>
<td>49</td>
<td>1</td>
</tr>
<tr>
<td>50</td>
<td>1</td>
</tr>
<tr>
<td>51</td>
<td>1</td>
</tr>
<tr>
<td>52</td>
<td>1</td>
</tr>
<tr>
<td>53</td>
<td>1</td>
</tr>
<tr>
<td>54</td>
<td>1</td>
</tr>
<tr>
<td>55</td>
<td>1</td>
</tr>
<tr>
<td>56</td>
<td>1</td>
</tr>
<tr>
<td>57</td>
<td>1</td>
</tr>
<tr>
<td>58</td>
<td>1</td>
</tr>
<tr>
<td>59</td>
<td>1</td>
</tr>
<tr>
<td>60</td>
<td>1</td>
</tr>
<tr>
<td>61</td>
<td>1</td>
</tr>
<tr>
<td>62</td>
<td>1</td>
</tr>
<tr>
<td>63</td>
<td>1</td>
</tr>
<tr>
<td>64</td>
<td>1</td>
</tr>
<tr>
<td>65</td>
<td>1</td>
</tr>
<tr>
<td>66</td>
<td>1</td>
</tr>
<tr>
<td>67</td>
<td>1</td>
</tr>
<tr>
<td>68</td>
<td>1</td>
</tr>
<tr>
<td>69</td>
<td>1</td>
</tr>
<tr>
<td>70</td>
<td>1</td>
</tr>
<tr>
<td>71</td>
<td>1</td>
</tr>
<tr>
<td>72</td>
<td>1</td>
</tr>
<tr>
<td>73</td>
<td>1</td>
</tr>
</tbody>
</table>

EXHIBIT "D"
PAGE 1 OF 2
LOT 74, BLOCK 1
LOT 75, BLOCK 1
LOT 76, BLOCK 1
LOT 77, BLOCK 1
LOT 78, BLOCK 1
LOT 79, BLOCK 1
LOT 80, BLOCK 1
LOT 81, BLOCK 1
LOT 82, BLOCK 1
LOT 83, BLOCK 1
LOT 84, BLOCK 1
LOT 85, BLOCK 1
LOT 86, BLOCK 1
LOT 87, BLOCK 1
LOT 88, BLOCK 1
LOT 89, BLOCK 1
LOT 90, BLOCK 1
LOT 91, BLOCK 1
LOT 92, BLOCK 1
LOT 93, BLOCK 1
LOT 94, BLOCK 1
LOT 95, BLOCK 1
LOT 96, BLOCK 1
LOT 97, BLOCK 1
LOT 98, BLOCK 1
LOT 99, BLOCK 1
LOT 100, BLOCK 1
LOT 101, BLOCK 1
LOT 102, BLOCK 1
LOT 103, BLOCK 1
LOT 104, BLOCK 1
LOT 105, BLOCK 1
LOT 106, BLOCK 1
LOT 107, BLOCK 1
LOT 108, BLOCK 1
LOT 109, BLOCK 1
LOT 110, BLOCK 1
LOT 111, BLOCK 1
LOT 112, BLOCK 1
LOT 113, BLOCK 1
LOT 114, BLOCK 1
LOT 115, BLOCK 1
LOT 116, BLOCK 1
LOT 117, BLOCK 1
LOT 118, BLOCK 1
LOT 119, BLOCK 1
LOT 120, BLOCK 1
LOT 121, BLOCK 1
LOT 122, BLOCK 1
LOT 123, BLOCK 1
LOT 124, BLOCK 1
LOT 125, BLOCK 1
LOT 126, BLOCK 1
LOT 127, BLOCK 1
LOT 128, BLOCK 1
LOT 1, BLOCK 2
LOT 2, BLOCK 2
LOT 3, BLOCK 2
LOT 4, BLOCK 2
LOT 5, BLOCK 2
LOT 6, BLOCK 2
LOT 7, BLOCK 2
LOT 8, BLOCK 2
LOT 9, BLOCK 2
LOT 10, BLOCK 2
LOT 1, BLOCK 3
LOT 2, BLOCK 3
LOT 3, BLOCK 3
LOT 4, BLOCK 3
The following designates types of sidewalks adjacent to specific lots in Flamingo Island at Lake Olympia:

TYPE "D" - All Lots

All sidewalks shall conform to all governmental standards. Whenever a conflict occurs, the more stringent requirements shall apply.
SECTION VIEWS
SCALE 3/8" : 1'-0"

TYPE "A"

DORM FINISH; STRIATIONS PERPENDICULAR TO LENGTH OF WALK
STANDARD CONCRETE SIDEWALK
SCALE 1/4" : 1'-0"

WHEELCHAIR RAMP 6:1 SLOPE
GROOVED FINISH

(EXHIBIT E)
PG. 2 8 9

(Front Street) TYPE "B"

WHEELCHAIR RAMP 6:1 SLOPE,
GROOVED FINISH

EXPANSION JOINTS 12" ON CENTER
CONTROL JOINTS 4" ON CENTER,
1/2" DEPTH

(FRONT STREET)

SIDEWALK AT INTERSECTION

(EXHIBIT E)
Page 2 of 7
STANDARD CONCRETE SIDEWALK

SCALE 1/4" : 1'-0"

FINE BROOM FINISH; STRIATIONS PERPENDICULAR TO LENGTH OF WALK

WHEELCHAIR RAMP 6:1 SLOPE, GROOVED FINISH

SIDEWALK AT INTERSECTION

SCALE 1/4" : 1'-0"

EXHIBIT "E"
Page 3 of 7
TYPE "G"

Coarse Broom Finish; Striations Perpendicular to Length of Walk

TYPICAL 6'-0" SIDEWALK
SCALE 1/4" : 1'-0"

TYPE "H"

Wet Broom Finish; Striations Perpendicular to Length of Walk

SPECIAL FINISH SIDEWALK
SCALE 1/4" : 1'-0"

EXHIBIT "E"
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.

Pet. Lake Olympia Development

3200 Lake Olympia Parkway

Missouri City, TX 77459

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

THE STATE OF TEXAS  X
COUNTY OF FORT BEND  X

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

WITNESSETH:

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

WHEREAS, Declarant has heretofore executed and recorded a Declaration of Annexation for
FLAMINGO ISLAND AT LAKE OLYMPIA, which is recorded in File No. 98876559 of the Official Records of
Fort Bend County, Texas, ("The Declaration of Annexation") and which is a subdivision in Fort Bend
County, Texas, according to the map or plat thereof recorded in Slide No. 1755A and 1755B in the Plat
Records of Fort Bend County, Texas.

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

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold, and
conveyed subject to all of the easements, restrictions, covenants, and conditions described in the
Declaration, which is incorporated herein by reference for all purposes, except to the extent that the
Declaration is specifically amended herein, all of which easements, restrictions, covenants, and conditions
shall be binding upon any person or entity owning or claiming any right, title, or interest in or to any portion
of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall
inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration):
provided, however, that the easements, restrictions, covenants, and conditions of the Declaration, so far
as they affect the Subdivision, are amended as follows and shall in no way impair the rights of any person
or entity owning or claiming any right, title, or interest in or to any portion of the property in Flamingo
Estates at Lake Olympia, a subdivision in Fort Bend County, Texas, according to the plat thereof recorded
in Slide No. 12756B in the plat records of Fort Bend County, Texas (herein after collectively referred to as
Flamingo Estates), or any portion of the remainder of the property in FLAMINGO ISLAND AT LAKE
OLYMPIA and their heirs, successors, and assigns:
1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Four (4) inclusive in Block One (1), and Lots One Hundred One (101) through Lot One Hundred Twenty-Eight (128) inclusive in Block One (1). And all in the Final Partial Plat of Flamingo Island at Lake Olympia Section One (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat Records of Fort Bend County, Texas.

2. Lots One (1) through Lot Four (4) and Lots One Hundred Nineteen (199) through Lot One Hundred Twenty-Eight (128) inclusive in Block One (1) within this Subdivision are hereby declared to be Waterway Lots in all respects except for the collection of a Waterway Assessment.

3. All Lots within this subdivision are hereby declared Private Road Lots, as hereafter defined.

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

Section 21. “Private Road” shall mean and include any pavement, road, retaining wall, or other access, all or a portion of which is so designated on any plat, amending plat or replat of the Subdivision and Flamingo Estates and is restricted in use within the Property or the Subdivision and Flamingo Estates, up to the curb or shoulder along such Private Road, together with any adjacent areas contained within the boundaries of any right of way applicable to such Private Road, the ground or bottom thereof, 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., 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 otherwise service any portion of a Private Road and any roadway or setback between a Private Road and the property which it adjoins.

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

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

5. There is added to Article II 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 amount authorized herein.

(d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, rebuild, restore, secure, preserve, or improve, in any way, any pavement, shoulder, retaining wall, or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any pavement or area between curb and Right-of-Way reflected on the plat, amending plat, replat, or serving the Subdivision or Flamingo Estates.
(e) The Private Road Assessment shall not take effect or be assessed until January 1, 2001. The Private Road Assessment applicable to any Lot owned by an Active Builder upon which no Living Unit has been fully constructed by January 1st of each year shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Private Road Assessment in the same year. Any Lot owned by Declarant or any subsidiaries owned by Declarant shall be exempt from such Private Road Assessment.

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

(a) The amount of the Private Area Assessment shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Lots in the Subdivision and Flamingo Estates.

(b) The Private Area Assessment shall be assessed against each Lot in the Subdivision on an actual basis.

(c) The actual amount of the Private Area Assessment shall be set by the Board upon a majority vote, provided it does not exceed the maximum amounts authorized herein.

(d) The proceeds of the Private Area Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve, or improve, in any way, the controlled access entry system, landscaping, entry structures, community docks, street lights, bridge lighting, and related appurtenances, including any facilities which support or are ancillary to any Reserve or entry area reflected on the plat, amending plat, replat or serving the Subdivision and Flamingo Estates.

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

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

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

(b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures.

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

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

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

Section 2. Improvements on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height, (ii) no more than two (2) private garages for no less than two (2) nor more than four (4) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the
Architectural Control Committee prior to construction of such greenhouse. No carpents (which shall not include porte-cocherees) 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 (a) (1988). Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

Lake Olympia Development Corporation has been covered by a Corps of Engineers Permit No. 16330 (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 setbacks line for such Lot. The front exterior wall of a dwelling shall be constructed so as to be either parallel to the street upon which the Lot faces, or at an angle therein 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 one thousand four hundred (1,400) square feet of living area. All computations of living area shall be exclusive of open or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence; (ii) asphalt or composition type shingles of a minimum of 30 pound dimensional type, comparable in color to aged or weathered wood shingles; or (iii) tile. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

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

Section 10. Fences. Unless otherwise specifically agreed to in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line than the building setback lines shown on the subdivision plat. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat. Only black wrought iron fences with spacings not less than four (4) inches nor more than six (6) inches and not to exceed four (4) feet in height shall be allowed along any waterway unless specifically approved in writing by the Architectural Control Committee.
All dedicated drainage easements reflected on the Subdivision plat, shall be kept free of all fences, buildings, plantings, and other obstructions that interfere with drainage. Only wrought iron fences with spacings not less than four (4) inches and not more than six (6) inches shall be allowed within the drainage easement. All improvements within the drainage easement shall be subject to the approval of the party ultimately responsible for its maintenance as a drainage easement.

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

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

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

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

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

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

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

(a) For the purposes of tree preservation the term “tree” shall mean those that are more than six (6') inches in diameter at a height of five (5') feet from the existing ground except as noted.
(b) Every effort must be made to locate all improvements, drives, trenches, and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.
(c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill, and any other improvement, structure, or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
(e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8') inches in diameter at a height of five (5') feet from existing ground, to compensate for losses and/for damages due to construction or improvements to be placed on the Lot.
Section 36. Maintenance of Rear Yards, Decks, Porches, Docks, Piers, and Patios. Rear yards, decks, porches, docks, piers, patios, and other similar structures shall be kept neat in appearance. Except for normal and customary patio furniture, storage of household goods, furniture, appliances, or any other similar item shall not be allowed.

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

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

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

Section 38. Type of Construction

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

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

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

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

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

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

11. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 3rd day of November, 1999.

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

BY: ANDREW CHOI, President

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

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

BRIGHT HALLORAN
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: May 13, 2001

RETURN TO: LAKE OLYMPIA DEVELOPMENT CORPORATION
6181 SAVOY, SUITE 1077
HOUSTON, TEXAS 77036
STREET TREE PLANTING

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

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

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE

A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN): HORTICULTURE STANDARDS

B. THE BUILDER OR SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION.

C. THE BUILDER OR SELLER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.

D. THE BUILDER OR SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES.

2. PRODUCT AND SPECIFICATIONS

A. ALL TREES SHALL BE A MINIMUM 3 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.

B. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE.

C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS, OR ADJACENT PROPERTY.

AFTER RECORDING PLEASE RETURN TO:

LAKE OLYMPIA DEVELOPMENT
6181 SAVOY, SUITE 1077
HOUSTON, TEXAS 77036
Kilgore
Lake Olympia
Development Corporation
Lot 61 Survey #1077
Kilgore, TX 77646

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Diane Wilson
11-05-1995 02:19 PM 1999007225
CT $35.00
Diane Wilson , COUNTY CLERK
FORT BEND COUNTY, TEXAS
FIRST PARTIAL AMENDMENT OF DECLARATION OF ANNEXATION
FOR
FLAMINGO ISLAND AT LAKE OLYMPIA SECTION TWO

THE STATE OF TEXAS  X
COUNTY OF FORT BEND  X

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

WITNESSETH

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

WHEREAS, Declarant has heretofore executed and recorded a Declaration of Annexation
for FLAMINGO ISLAND AT LAKE OLYMPIA SECTION TWO ("Subdivision"), which is recorded in
File No. 2001002117 of the Official Records of Fort Bend County, Texas, ("the Declaration of
Annexation") and which is a subdivision in Fort Bend County, Texas, according to the map or plat
thereof recorded in Slide No. 1844B and 1845A in the Plat Records of Fort Bend County, Texas
AND, WHEREAS, Declarant now desires to amend the Declaration of Annexation to
reflect a reduced number of Lots in the Subdivision according to an AMENDING PLAT OF
FLAMINGO ISLAND AT LAKE SECTION TWO, more particularly described in Exhibit "D", which is
attached hereto and incorporated therein, and previously recorded as A Partial Replat Flamingo
Island at Lake Olympia Section Two, according to the map or plat thereof recorded in Slide No.
1844B and 1845A in the Plat Records of Fort Bend County, Texas, and to impose upon the
property constituting the Subdivision, certain easements, covenants, conditions, and restrictions
which are in lieu of those set forth in the Declaration of Annexation and which amend those set
forth in the Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held,
sold, and conveyed subject to all of the easements, restrictions, covenants, and conditions
described in the Declaration, which is incorporated herein by reference for all purposes, except to
the extent that the Declaration is specifically amended herein, all of which easements, restrictions,
covenants, and conditions shall be binding upon any person or entity owning or claiming any right,
title, or interest in or to any portion of the property constituting the Subdivision, and their heirs,
successors and assigns, and all of which shall inure to the benefit of, and be enforceable by
Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants, and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows and shall in no way impair the rights of any person or entity owning or claiming any right, title, or interest in or to any portion of the property in Flamingo Estates at Lake Olympia, a subdivision in Fort Bend County, Texas, according to the plat thereof recorded in Slide No. 12750 in the plat records of Fort Bend County, Texas (herein after collectively referred to as Flamingo Estates), or any portion of the remainder of the property in FLAMINGO ISLAND AT LAKE OLYMPIA SECTIONS ONE AND TWO and their heirs, successors, and assigns:

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

Lots Five (5) through Lot Thirty-Eight (38) inclusive in Block One (1), Lots Forty-Seven (47) through Lot Eighty-Eight (88) inclusive in Block One (1), Lots One (1) through Lot Ten (10) inclusive in Block Two (2), and Lots One (1) through Lot Four (4) inclusive in Block Three (3). And all in the Amending Plat of Flamingo Island at Lake Olympia Section Two (2), a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 21549 in the Plat Records of Fort Bend County, Texas.

2. All Lots inclusive in Block One (1) within this Subdivision are hereby declared to be Waterway Lots in all respects except for the collection of Waterway Assessment.

3. All Lots within this Subdivision are hereby declared Private Road Lots, as hereafter defined.

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

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

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

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

Section 24. "Easements" shall mean and refer to the various utility, maintenance, and other easements of record, easements shown on the Plat, and such other easements as are created or referred to in this Declaration.
5. There is added to Article III new sections 14 and 15 as follows.

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

(a) The amount of the Private Road Assessment applicable to any Private Road Lot shall not exceed one hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 6 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 Flamigo 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 amount authorized herein.

(d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve, or improve, in any way, any pavement, shoulder, retaining walls, or other facility of a Private Road and its adjoining property, including without limitation, any facilities which support or are ancillary to, any pavement or area between curb and Right-of-Way reflected in the plat, amending plat, replat or serving the Subdivision or Flamigo Estates.

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

Section 15. Private Area Assessment. The Association shall have the right to levy and collect an assessment ("Private Area Assessment") which shall be assessed against and shall only be applicable to the Subdivision and Flamigo 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 6 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 Flamigo 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 majority vote, provided that it does not exceed the maximum amounts authorized herein.

(d) The proceeds of the Private Area Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve, or improve, in any way, the controlled access entry system, landscaping, entry structures, community docks, street lights, bridge lights, and related appurtenances, including any facilities which support or are ancillary to any Reserve or any entry area reflected on the plat, amending plat, replat or serving the Subdivision and Flamigo Estates.

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

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

(a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
(b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures;

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

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

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

Section 2. Improvements on Lots. No building or other structure of any kind or type shall be constructed, maintained, or altered on any Lot other than: (i) a detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than two (2) private garages for no less than two (2) nor more than four (4) passenger cars and servants' quarters for household and domestic employees actually employed by the Owner or resident of the Lot; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carpenters (which shall not include porticoes) 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 (a) (1990).

Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

Lake Olympia Development Corporation has been covered by a Corps of Engineers Permit No. 15350 (01). All designated wetlands are to be preserved. To aid this, a buffer zone has been designated, in certain areas approximately sixty (60) 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 be either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees, unless otherwise permitted by the Architectural Control Committee.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,400 square feet of living area. All computations of living area shall be exclusive of open or screened porches, terraces, patios, driveways, garages, servant's quarters and other greenhouses. Measurements shall be made to the face of the outside walls of the living area.
Section 6. Roofing Material. The roof of any Living Unit (including any garage or servant’s quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence, (ii) asphalt or composition type shingles of a minimum of 300 pound dimensional type, comparable in color to aged or weathered wood shingles, or (iii) tile. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 7. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached enclosed private garage, but in no event more than two (2) garages for not less than two (2) nor more than four (4) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee.

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

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

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

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

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

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

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.
Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than (3') feet above the natural elevation of the Lot at any point on the Lot. No structure, fences, or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon 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 telephones 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, nor servants nor any utility company using the easements herein before referred to shall be liable for any damages done by them to fences, shrubbery, trees, or flowers or other property of the Owner situated on the land covered by said easements.

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

Section 38. Type of Construction.

(a) The construction of any residence shall involve the use of not less eighty percent (80%) brick veneer, stone, stucco, or other masonry around the outside perimeter of the building.

(b) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties, in such a manner that they may be viewed from the street on which the Lot fronts, sides, or backs.

Section 39. Building Location. No main residence building or attached garage nor any part thereof shall encroach upon any utility easement, wetlands, or designated buffer zones.
Section 40: Lot Drainage. Each owner of a Lot agrees for himself, his heirs, or successors in interest, that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in said tract, and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his Lot. For the purposes hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract, including landscaping of any Lots in said tract, was completed by Declarant.

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

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

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

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

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

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation

DI/B/A LAKE OLYMPIA DEVELOPMENT CORPORATION

BY: ANDREW CHOY, President

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

BY: ANDREW CHOY, President

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

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

DEBORAH JORDAN
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

7
STREET TREE PLANTING

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

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

STREET TREE PLANTING SPECIFICATIONS

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

2. PRODUCT AND SPECIFICATIONS
   
   A. ALL TREES SHALL BE A MINIMUM 3 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
   
   B. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE.
   
   C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS, OR ADJACENT PROPERTY.

AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT "E"
DECLARATION OF ANNEXATION

FOR

FLAMINGO ESTATES AT LAKE OLYMPIA

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

WITNESSETH:

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

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Volume 1955 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration above (the Declaration and any and all amendments and supplements thereto being hereinafter called the "Declaration");

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

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

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:
Lot One (1) through Lot Five (5) inclusive in Block Two (2), and Lot One (1) in Block One (1) in Flamingo Estates at Lake Olympia, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1275B in the Plat Records of Fort Bend County, Texas.

2. All Lots within this Subdivision are hereby declared to be Waterway Lots and Private Road Lots, as hereinafter defined.

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

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

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

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

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

Section 14. Private Road Assessments. In addition to the General Assessment and Special Assessment, Waterway Assessment the Association may levy a Private Road Assessment which shall be assessed against, and shall only be applicable to Private Road Lots, and shall be subject to the following conditions and limitations:
Section 15. Private Area Assessment. The Association shall have the right to levy and collect an assessment ("Private Area Assessment") which shall be assessed against and shall only be applicable to the Subdivision and Flamingo Island. The proceeds of the Private Area Assessment shall be used as herein after described. The Private Area Assessment shall be subject to the following conditions and limitations:

(a) The amount of the Private Area Assessment shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Lots in the Flamingo Estates and Flamingo Island.

(b) The Private Area Assessment shall be assessed against each Lot in the Subdivision on an equal basis.

(c) The actual amount of the Private Area Assessment shall be set by the Board upon a majority vote, provided it does not exceed the maximum amounts authorized herein.

(d) The proceeds of the Private Area Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve or improve, in any way, any paving, shoulder or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any pavement or area between curb and Right-of-Way as reflected on the plat or serving the Subdivision or Flamingo Island.

(e) The Private Area Assessment shall not take effect or be assessed until January 1, 1997.
5. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

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

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures;

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed living unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary and final plan, for such Lot, complies with, and follows, such partial preliminary site plan.

(d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show but not be limited to the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require (1) that the slab or foundation be of pier and beam or pier and slab construction, (2) that a tree preservation plan be provided and (3) that adjustments be made in the location, height and extent of improvements to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the Lot or within the Subdivision.

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

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed three (3) stories in height; (ii) no more than two (2) private garages for no less than two (2) nor more than six (6) passenger cars and servants' quarters for household domestic employees actually employed by the Owner or resident of the Lot, which garages shall not face any Waterway unless specifically approved in writing by the Architectural Control Committee; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to by Declarant, and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse.
No carparks (which shall not include porte-cochères) 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 (1988 & Supp. 1988).

As currently defined by the Corps of Engineers, fill material means "any material used for the primary purpose of replacing an aquatic area with dry land or changing the bottom elevation of any waterbody." 33 C.F.R. 323.2(e) (1989). Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

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

Section 5. Frontage. All improvements shall be constructed on lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed 45 degrees, unless otherwise permitted by the Architectural Control Committee.

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

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

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

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

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

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

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be on white or neutral color.
Section 34. Height Restrictions on Waterway Lot. Unless the Architectural Control Committee specifically agrees in writing to the contrary, no portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than three (3') feet above the natural elevation of the lot at any point on the lot. No structure, fences or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon as to prevent or impair the view of any lake or Waterway from any adjoining WATERWAY LOT.

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

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

(b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the lot in such a way as to minimize the number of trees which must be cut or removed.

(c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvements structure or facility to be placed upon the lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.

(e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the lot.

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

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

Section 12. FHA/VA Approval. As long as there is class membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.
9. The Declaration is further amended by substitution of the Exhibit "E" and "P" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibit "E" and "P" which are attached to the Declaration.

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

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

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

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

BY: ____________________________

ANDREW CHOY, President

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

BY: ____________________________

JAMES W. WILSON, Manager

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

[Signature]

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
NAME: Donna E. Ramirez
MY COMMISSION EXPIRES: 11/10/96
THE STATE OF TEXAS
COUNTY OF FORT BEND

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

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: ____________________________
MY COMMISSION EXPIRES: ____________

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

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

TREE PLANTING SPECIFICATIONS

1 QUALITY ASSURANCE

A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN): HORTICULTURAL STANDARDS

B. THE BUILDER OR SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN VIABLE CONDITION

C. THE BUILDER OR SELLER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE TREES IN A VIABLE CONDITION.

D. THE BUILDER OR SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE REQUIRED TREES

PRODUCT AND PLANTING SPECIFICATIONS

A. ALL TREES SHALL BE A MINIMUM 4 INCH CALIBER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS

B. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE

C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS OR ADJACENT PROPERTY.

EXHIBIT "F"

FILED AND RECORDED
9-25-95 2:52 P M CS $75.00 9557089

Diane Wilson - Dc. Clerk
Fort Bend Co., TX
DECLARATION OF ANNEXATION

FOR

HARBOR VIEW VILLAGE SECTION ONE

THE STATE OF TEXAS

COUNTY OF PORT 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").

WITNESS:

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

WHEREAS, by virtue of a Declaration of Covenant, Conditions and Restrictions (the "Declaration") recorded in Volume 1355, Page 789, of the Official Records of Fort Bend County, Texas, and supplemented by instrument recorded in Volume 2020, at Page 1988, of the Official Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration; and

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

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

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

Lots One through Three, inclusive, in Block One all in Harbor View Village at Lake Olympia, Section One, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide 9238 in the Plat Records of Fort Bend County, Texas.

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

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

No portion of any deck, porch, patio or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than one (1') foot above the natural elevation of the Lot at any point on the Lot. No structure of any kind shall be so placed on that portion of any Waterway Lot behind the house erected thereon so as to prevent or impair the view of any lake or waterway from any adjoining Waterway Lot.
4. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.

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

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

LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation

d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION

BY: 
ANDREW CHOY, President

THE STATE OF TEXAS  I
COUNTY OF FORT BEND  I

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

DONNA E. BERMUDEZ
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: DONNA E. BERMUDEZ
MY COMMISSION EXPIRES: 11/10/92
SECOND CORRECTED
DECLARATION OF ANNEXATION

FOR
HARBOR VIEW VILLAGE AT LAKE OLYMPIA, SECTION TWO

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

WITNESSETH:

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

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

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

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

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

Lots Four (4) through Six (6), inclusive in Block
One (1); Lots One (1) through Twenty-four (24),
inclusive in Block Two (2); Lots One (1) through Six
(6), inclusive in Block Three (3); and, Lots One (1)
through Six (6), inclusive in Block Four (4), all in
Harbor View Village at Lake Olympia, Section Two
(2), a subdivision in Fort Bend County, Texas,
according to the map or plat thereof, recorded on
Slide No. 9678 in the Plat Records of Fort Bend
County, Texas.

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

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

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

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

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

(d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show but not be limited to the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the Lot and/or that tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the Subdivision.

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

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one (1) detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) nor more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the front of the Lot unless specifically approved in writing by the
Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to in writing by the Architectural Control Committee, and plans for construction and location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include porte-cochere) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee. Notwithstanding the foregoing, two (2) story garages shall not be built upon Lot One (1) and Lot Six (6) of Block Three (3), Lot One (1) and Lot Six (6) of Block Four (4), Lot Six (6) of Block One (1), and Lot Four (4) through Eight (8) and Lot One (1) of Block Two (2), unless specifically approved in writing by the Architectural Control Committee.

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

Section 7. Size: Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,500 square feet of living area if a one-story Living Unit and not less than 2,400 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

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

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

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

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

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

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

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

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

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

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

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

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

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

BY: ANDREW CHOI, President
THE STATE OF TEXAS
COUNTY OF FORT BEND

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

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

RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459
STATE OF TEXAS
COUNTY OF FORT BEND

I, hereby certify that the instrument was filed on the
date and time stamped hereof by me and was duly recorded in
the volume and page of the Official Records of Fort Bend
County, Texas as stamped by me

JAN 22 1990

[Signature]
County Clerk, Fort Bend Co., Tex.
AMENDED DECLARATION OF ANNEXATION
FOR
JADE ISLAND AT LAKE OLYMPIA

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

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/subdivided acre 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 789 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of the portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions, and restrictions described in the Declaration above (the Declaration and any and all amendments and supplements thereto being hereinafter called the "Declaration");

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

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

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

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

   Lots One (1) through Lot Ninety-One (91) inclusive in Block One (1), and all in the Final Plat of Jade Island at Lake Olympia a subdivision in Fort Bend County Texas, according to the map or plat thereof recorded in Slide No. 88-752, F-10 in the Plat Records of Fort Bend County Texas.

2. Lots One (1), Two (2), Five (5), Six (6), Seven (7), Thirty-Seven (37) through Forty (40), and Forty-Five (45) through Ninety-One (91) inclusive in Block One (1) within this Subdivision are hereby declared to be Waterway Lots in all respects except for the collection of a Waterway Assessment.

3. All Lots within the Subdivision are hereby declared Private Road Lots, as hereinafter defined.

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

   Section 21. "Private Road" shall mean and include any pavement, road, retaining wall, or other access, all or a portion of which is so designated on any plat, and all or a portion 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 area contained within the boundaries of any portion of such Private Road, the curbs, sidewalks, 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 and include only against the Private Road Lots (as defined herein) the proceeds of which shall be used to repair, maintain, rebuild, regrade, 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 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 Easement executed and recorded by Declarant.

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

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

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

   (a) The amount of the Private Road Assessment applicable to any Private Road Lot shall not exceed one hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is assessed 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.
(e) The actual amount of any Private Road Assessment shall be set by the Board, upon majority vote, provided that it does not exceed the maximum amounts authorized herein.

(d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve, or improve, in any way, any pavement, shoulder, retaining walls, or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to any pavement or area between curb and high-way reflected on the plat, amending plat, replat, or serving the Subdivision.

(e) The Private Road Assessment shall not take effect or be assessed until January 1, 2003. The maximum Private Road Assessment beginning January 1, 2003 and continuing every year thereafter shall be $50.00 per Lot. The Private Road Assessment applicable to any Lot owned by an Active Builder upon which no Living Unit has been fully constructed by January 1st of each year shall be sixty percent (60%) of the rate applicable to all other Lots subject to such Private Road Assessment in the same year.

Any Lot owned by Declarant, or any subsidiaries owned by Declarant, shall be exempt from such Private Road Assessment.

Section 15, Private Area Assessment. The Association shall have the right to levy and collect an assessment ("Private Area Assessment") which shall be assessed against and shall only be applicable to the Subdivision. The proceeds of the Private Area Assessment shall be used as herein 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 any Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Private Area Lots in the Subdivision.

(b) The Private Area Assessment shall be assessed against each Lot in the Subdivision on an equal basis.

(c) The actual amount of the Private Area Assessment shall be set by the Board, upon 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 in repairing, maintaining, rebuilding, replacing, securing, preserving, or improving, in any way, the entrance to the Subdivision, landscaping, entry structures, community docks, street lights, bridge lights, and related appurtenances, including any facilities which support or are ancillary to any Reserve or any entrance area reflected on the plat, amending plat, or replat serving the Subdivision.

(e) The Private Area Assessment shall not take effect or be assessed until January 1, 2003. The Private Area Assessment applicable to any Lot owned by an Active Builder upon which no Living Unit has been fully constructed by January 1st of each year shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Private Area Assessment in the same year. Any Lot owned by Declarant, or any subsidiaries owned by Declarant, shall be exempt from such Private Area Assessment.

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

(a) Plans for landscaping and lighting of any Lot shall 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 partial preliminary plan, and final plan, for each 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 of 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 in the extent that the Architectural Control
7. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than: (a) one attached single-family dwelling, which shall not exceed two and one half (2 1/2) stories in height; (b) 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 (c) 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 carport (which shall not include porte-cochères) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Some part of the property conveyed hereunder 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 replenishing an aquatic area with dry land or changing the bottom elevation of any waterbody." 33 C.F.R. § 323.2 (c) (1989). Certain erosion control 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 shall be undertaken in accordance with current existing regulations.

Lake Olympia Development Corporation has been covered by a Corps of Engineers Permit No. 36350 (1981). All designated wetlands are to be preserved. To that end, 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 dikes where permitted, including temporary structures, shall be placed in the wetlands buffer zone designated on the subdivision plan.

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 farthest from the building setback line for such Lot. The front elevation wall of a dwelling shall be constructed so as to be either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees, unless otherwise permitted by the Architectural Control Committee.

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

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant’s quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence, (ii) galvalume or composition type shingles of a minimum of 200 pound dimensional type, comparable in color to aged or weathered wood shingels, or (iii) concrete tile. The decision of such shingling shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only by the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

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

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

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

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

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

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, dock, pier, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height exceeding the natural elevation of the Lot at any point on the Lot. No structure, fence, or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT that is above the elevation of the Lot at any point on the Lot, unless approved in writing by the Architectural Control Committee. No portion of any deck, porch, dock, pier, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT beyond ten feet (10') of the rear property line of the Waterway Lot, unless approved in writing by the Architectural Control Committee.

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

(a) For the purpose of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
(b) Every effort must be made to locate all improvements, drives, trench, 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 upon the Lot.

Section 26. Maintenance of Rye Yards, Docks, Porches, Decks, Breezes, and Patios. Rye yards, decks, porches, docks, breezes, piers, and patios, and other similar structures shall be kept neat in appearance. Except for normal and customary patio furniture, storage of household goods, furniture, appliances, or any other similar item shall not be allowed.

Section 27. 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, water, or any other utility facility or apparatus that may be 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 easements and/ or any utility company using the easements herein before referred to shall be liable for any damages done by them to fences, shrubbery, trees, or structures 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 apparatus therein 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 easements and/ or any utility company using the easements herein before referred to shall be liable for any damages done by them to fences, shrubbery, trees, or structures or other property of the Owner situated on the land covered by said easements.

Section 28. Type of Construction.

(a) The construction of any residence shall involve the use of not less than eighty percent (80%) brick veneer, stone, stucco, or other masonry around the outside perimeter of the building.

(b) No window or wall-type air conditioner shall be permitted to be used, erected, placed or maintained in or upon any building in any part of the Properties, in such a manner that it may be viewed from the street or waterway on which the Lot fronts.

Section 29. Building Location. No main residence building or attached garage nor any part thereof shall encroach upon any utility easement, wetlands or designated buffer zones.

Section 30. 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 provision 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 the overall grading of said tract, including landscaping of any Lots in said tract, was completed by Declarant.

Section 31. Community Docks. Declarant, at his sole discretion, may construct community docks within the Subdivision, at specific locations to be chosen by Declarant, for the common enjoyment of residents within the Subdivision, including, but not limited to, docking and storing of boats, fishing, and other recreational uses to be determined by the Board.
9. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.

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

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

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

LAKE OLYMPIA DEVELOPMENT CORPORATION
a Delaware Corporation

BY: ANDREW CHOI, President

THE STATE OF TEXAS
X

COUNTY OF BEXAR
X

This instrument was acknowledged before me on the ___ day of ___, 2002, by ANDREW CHOI, President of LAKE OLYMPIA DEVELOPMENT CORPORATION, a Delaware Corporation, on behalf of said corporation.
STREET TREE GUIDELINES

STREET TREE GUIDELINES GOALS

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

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

Canopy Trees

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Botanical Name</th>
<th>Minimum Planting Distance from Street Light</th>
<th>Distance from Back of curb with Barrier Required Without Barrier Required</th>
<th>Distance from Edge of Sidewalk with Barrier Required Without Barrier</th>
<th>Root Barrier Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maple</td>
<td>Acer saccharinum</td>
<td>25'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Beech</td>
<td>Fagus grandifolia</td>
<td>25'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Oak</td>
<td>Quercus spp.</td>
<td>25'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Tulip Tree</td>
<td>Liriodendron tulipifera</td>
<td>25'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Dogwood</td>
<td>Cornus florida</td>
<td>25'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Red Maple</td>
<td>Acer rubrum</td>
<td>25'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>American Elm</td>
<td>Ulmus americana</td>
<td>25'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Linden</td>
<td>Tilia americana</td>
<td>25'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>White Birch</td>
<td>Betula papyrifera</td>
<td>25'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Yellow Birch</td>
<td>Betula lutea</td>
<td>25'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Elm</td>
<td>Ulmus americana</td>
<td>25'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Japanese Maple</td>
<td>Acer palmatum</td>
<td>25'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Russian Olive</td>
<td>Olea europaea</td>
<td>25'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
</tbody>
</table>

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

Ornamental Trees

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Botanical Name</th>
<th>Minimum Planting Distance from Street Light</th>
<th>Distance from Back of curb with Barrier Required Without Barrier Required</th>
<th>Distance from Edge of Sidewalk with Barrier Required Without Barrier</th>
<th>Root Barrier Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forsythia</td>
<td>Forsythia x intermedia</td>
<td>20'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Japanese Blossom</td>
<td>Syringa japonica</td>
<td>20'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Hybrid Poplar</td>
<td>Populus x canadensis</td>
<td>20'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Magnolia</td>
<td>Magnolia spp.</td>
<td>20'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Coral Vine</td>
<td>VIPEROSA ROSEA</td>
<td>20'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Service Tree</td>
<td>Carpinus orientalis</td>
<td>20'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Weeping Crabapple</td>
<td>Malus sargentina var.</td>
<td>20'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
<tr>
<td>Weeping Magnolia</td>
<td>Magnolia x soulangeana</td>
<td>20'</td>
<td>F</td>
<td>F</td>
<td>10'</td>
</tr>
</tbody>
</table>

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

EXHIBIT 104
MAINTENANCE

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

Maintenance will include the following:

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

ROOT BARRIERS

Root barrier installation shall be required as follows:

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

CONFLICTS WITH INFRASTRUCTURE

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

QUALITY ASSURANCE

2. The seller shall warrant that the required trees are in place and in a viable condition.
3. The Builder shall provide the purchaser with the appropriate information to maintain the street trees in a viable condition.
4. The seller shall advise the purchaser of the restrictions governing the types and location of the required street trees.
LOCATION AND SPECIFICATION OF REQUIRED STREET TREES

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

FOR

LAKE OLYMPIA FOREST AT LAKE OLYMPIA SECTION ONE

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

WITNESSETH:

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

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

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

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

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

Lot One (1) through Lot Nineteen (19) inclusive in Block One (1), and Lots One (1) through Twenty-Four (24) inclusive in Block Two (2) in Lakeshore Forest at Lake Olympia Section One a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 1497, Page 340 in the Plat Records of Fort Bend County, Texas.

2. All Lots One (1) through Nineteen (19) inclusive in Block One (1) within this Subdivision are hereby declared to be Waterway Lots in all respects except for the collection of a Waterway Assessment and all lots within this subdivision in both Blocks One (1) and Two (2) are hereby declared Private Road Lots, as hereafter defined.
3. There is added to Article I, new sections 21, 22, 23, 24 and 25 as follows:

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

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

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

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

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

(b) The Private Road Assessment shall be assessed against each Private Road Lot on an equal basis regardless of frontage along any Private Road.

(c) The actual amount of any Private Road Assessment shall be set by the Board, upon majority vote, provided that it does not exceed the maximum amounts authorized herein.

(d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, restore, rebuild, remove, secure, preserve or improve, in any way, any pavement, shoulder or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any pavement or area between curb and Right-of-Way.

(e) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Private Road Assessment shall be the sum of $20.00 per lot per year.

Section 19. 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, remove, 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 an entry area reflected on the Plat or serving the Subdivision.

(e) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Private Area Assessment shall be the sum of $150.00 per lot per year.
5. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

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

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures;

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and auxiliary 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: (1) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (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 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 porte-cochères) 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. 15250 (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. Fronitage. All improvements shall be constructed on Lots so as to face 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 1,500 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 attached or screened porches, terraces, patios, driveways, garages, servants' 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 29. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front side of the Lot, unless specifically approved in writing by the Architectural Control Committee.

Section 30. 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.

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 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 need not 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 39. Type of Construction.

(a) The construction of any residence shall involve the use of not less than fifty-one percent (51%) brick veneer, stone or other masonry around the outside perimeter of the building.

(e) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties, in such a manner that it may be viewed from the street on which the Lot fronts, sides or backs.

Section 40. 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 construed 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 41. 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 42. Wall Maintenance Easement. 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 17: 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 this 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) sixty (60) feet in width and ten (10) feet in length along the shoreline and to be constructed of lumber treated by wthalting 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.

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

Section 12. FHA/VA Approval. As long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.
9. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.

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

11. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 8th day of March 1993.

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

BY: ANDREW CHOY, President

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

BY: JAMES M. WILSON, Manager

THE STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on the 8th day of March 1993, 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.

DONNA E. RAMIREZ
MY COMMISSION EXPIRES: November 10, 1993
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on the ___ day of ___, 1992, by JAMES M. WILSON, Manager of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on behalf of said ____________.

NAME:
MY COMMISSION EXPIRES:

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459
CODE: LSF
RGS: 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 ONE. 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 HOLES FOR STREET TREE PLANTINGS.

2. QUALITY ASSURANCE
   A. CONTRACTOR QUALIFICATIONS: MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
   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 LD, 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 FRIGIABLE SOILS HAVING TEXTURAL CLASSIFICATIONS OF SILT OR CLAY LOAM WITHOUT ADJUSTMENT 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.
2. FERTILIZER TABLETS SHALL BE 21 GRAM AGRIFORM PLANTING TABLETS WITH ANALYSIS:
3. 20-10-5 AS MANUFACTURED BY SIERRA CHEMICAL CO. OR EQUAL. PLACE 1 TABLET PER 1/2" CAL. AND TABLETS EVENLY AROUND ROOFTOP BALL.

D. PRE-EMERGENCE HERBICIDE: DACTHIAL ACCORDING TO AAN STANDARDS.

E. MULCH:

1. PEAT MOSS: DOMESTIC PRODUCT CONSISTING OF 85% 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 WEED, SEED, SOIL, DISEASES AND INSECTS.

F. ROOT ACTIVATOR: CARL POOL ROOT ACTIVATOR.

G. GUARDING AND STAKING MATERIAL: STAKES 12" APART, 3 - 2"X2" CEDAR DRIVE STAKES AT LEAST 12" INTO UNDISTURBED SOIL. 12" GALVANIZED STEEL GUARD WIRE. 3/4" 2 LAY BLACK RUBBER HOSE.

H. TREE WOUND PAINT: APPROVED COMMERCIAL PRODUCT.

I. WATER: FREE OF OIL, ACID, ALKALI, SALT AND OTHER SUBSTANCES HARMFUL TO PLANT GROWTH. CONTRACTOR TO PROVIDE TEMPORARY HOSES. WATER FURNISHED ON SITE.

J. SAND: WASHED BUILDERS SAND.

2. MIXES

A. PLANTING MIXTURE

1. TOPSOIL: TWO PARTS

2. PEAT: ONE PART

3. SAND: ONE PART

PART 3 - EXECUTION
1. INSPECTION
   A. INSPECT TREES FOR INJURY, INSECT INFESTATION AND IMPROPER PRUNING.
   B. DO NOT BEGIN PLANTING OR WRAPPING OF TREES UNTIL DEFICIENCIES ARE CORRECTED OR TREES REPLACED.

2. FIELD MEASUREMENTS
   A. STAKE LOCATIONS OF TREES.

3. EXCAVATION FOR PLANTING
   A. DIG IN CIRCULAR SHAPE WITH VERTICAL SIDES AT LEAST 12" LARGER IN DIAMETER THAN PLANT BALL AND DEEP ENOUGH BELOW ADJACENT GRADE OR CURB TO ACCOMMODATE BALL PLUS AT LEAST 6" MORE. THOROUGHLY LOOSEN NATURAL BOTTOM OF PIT.
   B. OBSTRUCTIONS BELOW GROUND:
      1. REMOVE ROCK OR UNDERGROUND OBSTRUCTIONS TO DEPTH NECESSARY TO PERMIT PLANTING.
      2. AVOID DAMAGING UNDERGROUND UTILITY LINES.
      3. REPAIR DAMAGE TO EXISTING UTILITIES.

4. GENERAL PREPARATION/PLANTING
   A. PLACE PLANTING MIXTURE IN BOTTOM OF EACH PIT SUFFICIENTLY DEEP TO SUPPORT TREE SO THAT FINISH GRADE AT THE PLANT WILL BE SAME AS THAT WHICH IT WAS GROWN. CENTER TREE IN PIT WITH PROPER ORIENTATION. ALL TREES SHALL BE PLANTED STRAIGHT AND UPRIGHT.
   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 BALLEED AND BURLAPPED TREES:
      1. PLACE WITH BURLAP INTACT - REMOVE TOP 1/3 OF BURLAP.
      2. DO NOT FULL 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 STUBS. 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.
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAKESHORE FOREST DRIVE</td>
<td>PECAN</td>
<td>CARYA ILLINOENS</td>
</tr>
</tbody>
</table>
CORRECTED

DECLARATION OF ANNEXATION

FOR

LAKE SHORE 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 LAKE SHORE 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 23, 24, and 25 as follows:

Section 22. "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 invitees, agents, etc. and to the Declarant, utility companies governmental agencies, etc.

Section 23. "Private Road Assessment" shall mean any assessment levied only against the Private Road Lots (as defined herein) the proceeds of which shall be used to repair, maintain, rebuild, restore, and service any portion of a Private Road and any roadway or street back between a Private Road and the property which it adjoins.

Section 24. "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 25. "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 26. "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: (1) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (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 porticoes) 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. 16352 (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.

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
looses 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
dees 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 that it may be viewed from the street on which the lot fronts, sides or backs.

Section 39. Building Location. Each Patio Home shall be designed and constructed so as to have one outside masonry wall abutting the side property line designated as the Zero Setback Line for that Lot. To provide for uniformity, fire safety, and proper utilization of the building area within the Lots, Patio Homes or appurtenant structures on a Lot shall not be less than ten (10) feet from the Patio Home 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 construed to permit any portion of a building to encroach upon 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 situated adjacent and shutting 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 exercise 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 overhang, 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 heretofore 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 wobanizing 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 resulting 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.

b. 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 Areas 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.Y., 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.Y., 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, 1983.

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

BY: ____________________________
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, 1983 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.

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the _________ day of __________________, 1983 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 TREES ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

PART 1 - GENERAL

1. DESCRIPTION OF WORK
   A. PREPARING PITS AND HOLES FOR STREET TREE PLANTINGS.

2. QUALITY ASSURANCE
   A. CONTRACTOR QUALIFICATIONS; MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
   B. REFERENCE STANDARDS; AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN)
      HORTICULTURAL STANDARDS, 1979.
   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 1D. LABELS ON EXAMPLE PLANTS.
      2. DELIVER FERTILIZER, PEAT, MULCH AND ALL OTHER SOIL AMENDMENTS TO SITE IN ORIGINAL UNOPENED CONTAINERS MEETING 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: 20-18-5 as manufactured by Sierra Chemical Co. or equal. Place one tablet per 1/2 c.y. and tablets evenly around rootball.

D. PRE-EMERGENCE HERBICIDE: Dacthal according to AAN standards.

E. MULCH:
   1. Peat moss - domestic product consisting of 66% 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 weed, seed, soil, diseases and insects.

F. ROOT ACTIVATOR: Carl Pool root activator.

G. GUING AND STAKING MATERIAL: Stakes 120" apart, 3 - 2"x2" cedar drive stakes at least 12" into undisturbed soil. 12" galvanized steel Guy wire. 3/4" 2 ply black rubber hose.

H. TREE WOUND PAINT: Approved commercial product.

I. WATER: Free of oil, acids, alkali, salt and other substances harmful to plant growth. Contractor to provide temporary hoses. Water furnished on site.

J. SAND: Washed builders sand.

2. MIXES

A. PLANTING MIXTURE
   1. TOPSOIL: two parts
   2. PEAT: one part
   3. SAND: one part

PART 3 - EXECUTION
1. INSPECTION
   A. INSPECT TREES FOR INJURY, INSECT INFESTATION AND IMPROPER PRUNING.
   B. DO NOT BEGIN PLANTING OR WRAPPING OF TREES UNTIL DEFICIENCIES ARE
      CORRECTED OR TREES REPLACED.

2. FIELD MEASUREMENTS
   A. STAKE LOCATIONS OF TREES.

3. EXCAVATION FOR PLANTING
   A. DIG IN CIRCULAR SHAPE WITH VERTICAL SIDES AT LEAST 12" LARGER IN
      DIAMETER THAN PLANT BALL AND DEEP ENOUGH BELOW ADJACENT GRADE OR
      CURB TO ACCOMMODATE BALL PLUS AT LEAST 6" MORE. THOROUGHLY LOOSEN
      NATURAL BOTTOM OF PIT.
   B. OBSTRUCTIONS BELOW GROUND:
      1. REMOVE ROCK OR UNDERGROUND OBSTRUCTIONS TO DEPTH
         NECESSARY TO PERMIT PLANTING.
      2. AVOID DAMAGING UNDERGROUND UTILITY LINES.
      3. REPAIR DAMAGE TO EXISTING UTILITIES.

4. GENERAL PREPARATION/PLANTING
   A. PLACE PLANTING MIXTURE IN BOTTOM OF EACH PIT SUFFICIENTLY DEEP TO
      SUPPORT TREE SO THAT FINISH GRADE AT THE PLANT WILL BE THE 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 BALLEDB 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.
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAKESHORE FOREST DRIVE</td>
<td>PECAN</td>
<td>CARYA ILLINOENSIS</td>
</tr>
</tbody>
</table>

STATE OF TEXAS  COUNTY OF FORT BEND

I hereby certify that this certification was filed on the 3rd day of September, 1993, and was duly recorded in the volume and page of the Official Records of the County Clerk of Fort Bend County, Texas, and is hereby made a part of these proceedings.

SEP 09 1993

[Signature]

County Clerk, Fort Bend Co., Inc.

EXHIBIT "E"
FIRST PARTIAL AMENDMENT FOR DECLARATION OF ANNEXATION

FOR

LAKE SHORE FOREST AT LAKE OLYMPIA, SECTION THREE

TO ESTABLISH

LAKE SHORE FOREST ESTATES

THE STATE OF TEXAS
COUNTY OF FORT BEND

THIS FIRST PARTIAL AMENDMENT FOR DECLARATION OF ANNEXATION FOR
LAKE SHORE FOREST AT LAKE OLYMPIA, SECTION THREE TO ESTABLISH
LAKE SHORE 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 LAKE SHORE 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 LAKE SHORE FOREST AT LAKE OLYMPIA
SECTION THREE, which is recorded in File No. 9744986, 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 LAKE SHORE FOREST, SECTION
THREE, a subdivision to be known as LAKE SHORE 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 File No. 1545 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 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 or plat 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 therewith, 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 invitees, 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 street or street of 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 front up 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 amount authorized herein.
(c) 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 a 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 an entry area as 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.
8. 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 carpets (which shall not include porte-cochere) 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 wetlands requires a permit issued by the Corps of Engineers under 33 U.S.C. 1344 (1966 & Supp. 1966). As currently defined by the Corps of Engineers, fill material means "any material used for the primary purpose of replacing the aquatic area with dry land or changing the bottom elevation of any water body." 33 C.F.R. 323.2 (e) (1988). 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 (31). 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. Foreland. 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 two thousand, four hundred square feet nor greater than three thousand, four hundred square feet of living area in a one-story Living Unit and not less than three thousand, four hundred square feet nor more than four thousand square feet of living area in a two-story Living Unit. All computations of living area shall be exclusive of open 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 maximum of 240 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such composition 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 to allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors
shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee. The front of garages facing the front of the Lot shall be no closer than twenty-five (25) feet to the front building line but 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 near 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 near 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 Lots. 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, fence, 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 lines 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 hereinafter 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 walk-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 CHOI, 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 CHOI, 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
NAME: BRIAN 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.

EXHIBIT "F"
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>OAK FOREST DRIVE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
<tr>
<td>PECAN FOREST DRIVE</td>
<td>PECAN</td>
<td>CARYA ILLINOENIS</td>
</tr>
<tr>
<td>CEDAR BEND</td>
<td>EVERGREEN ELM</td>
<td>ULMUS SEMPERVIRENS</td>
</tr>
<tr>
<td>MASTERS LANE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
<tr>
<td>LAKESHORE FOREST ESTATES DR</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
</tbody>
</table>
DECLARATION OF ANNEXATION
FOR
LAKEolie ESTATES AT LAKE OLYMPIA, SECTION ONE

THE STATE OF TEXAS
COUNTY OF PORT 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 Port Bend
County, Texas, Declarant has created, out of that portion of
the Property which is more particularly described in the
Declaration, a subdivision known as PALMER PLANTATION AT LAKE
OLYMPIA SECTION ONE and has imposed upon such subdivision the
covenants, conditions and restrictions described in the
Declaration above (the Declaration and any and all amendments
and supplements thereto being hereinafter called the
"Declaration");

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

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

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

Lot 1, Block 1, in Lakeside Estates at Lake Olympia Section One, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 104 of Plat Records of Fort Bend County, Texas.

2. All Lots within this Subdivision are hereby declared to be Waterway Lots.

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

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

(2)
(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

(d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show but not be limited to the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require (1) that the slab or foundation be of pier and beam or pier and slab construction; (2) that a tree preservation plan be provided and (3) that adjustments be made in the location, height and extent of improvements to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the Lot or within the subdivision.

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

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than four (4) passenger cars and servants quarters for household domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the side of the Lot and not face the street unless specifically approved in writing by the Architectural Control Committee; (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to by Declarant, and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecoccheres) 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
properly 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 water body," 33 C.F.R. 323.2(e) (1989). Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

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

Section 6. Frontage. All improvements shall be constructed on lots so as to front the street upon which the lot faces. A corner lot shall be deemed to face toward the street which is furthest from the building setback line for such lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the lot faces, or at an angle thereto which does not exceed 90 degrees, unless otherwise permitted by the Architectural Control Committee.

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

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

Section 9. Garages. Unless the Architectural
Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than four (4) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the side of the Lot and shall not face any Waterway, unless specifically approved in writing by the Architectural Control Committee.

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

Fences, walls, or barriers (1) fronting on a street shall be masonry. (2) fronting on any Waterway shall be wrought iron; unless otherwise permitted by the Architectural Control Committee. Any driveway gate shall be wrought iron and shall be placed no closer than the building line as shown on the plat.

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

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

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

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

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

(b) Every effort must be made to locate all
improvements, drives, trenches and other structures to be placed upon the Lot is such a way as to minimize the number of trees which must be cut or removed.

(c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvements structure or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.

(e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

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

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

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

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

9. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 4TH day of April, 1990.

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

BY:

ANDREW CHOY, President

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BY:

JAMES M. WILSON, Manager

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 4TH day of April, 1990 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.

DONNA E. RAMIREZ
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
NAME: DONNA E. RAMIREZ
MY COMMISSION EXPIRES: OCT/32

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the , 1990 by JAMES M. WILSON, Manager of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on behalf of said .

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
NAME:
MY COMMISSION EXPIRES:

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

(7)
STREET TREE PLANTING
EXHIBIT "F"

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

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

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES ARE REMOVED OR DIE. THE ARCHITECTURAL REVIEW COMMITTEE DOES RESERVE THE RIGHT TO REQUIRE TREES ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

PART 1 - GENERAL

1. DESCRIPTION OF WORK
   A. PREPARING PITS AND POCKETS FOR STREET TREE PLANTINGS.

2. QUALITY ASSURANCE
   A. CONTRACTOR QUALIFICATIONS; MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
   B. REFERENCE STANDARDS; AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN); HORTICULTURAL HORTICULTURAL STANDARDS, 1973.
   C. SOURCE CONTROL: DO NOT MAKE SUBSTITUTIONS.

3. SUBMITTALS
   SUBMIT MANUFACTURER'S OR VENDOR'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS AND FERTILIZER MATERIALS.

4. PRODUCT SPECIFICATIONS AND HANDLING
   A. SEE CHART 'AA' FOR TREE TYPES AND LOCATIONS.
      ALL TREES WILL BE CONTAINER GROWN TREES 2 1/2" CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
   B. DELIVERY:
      1. DELIVER PLANTS WITH LEGIBLE I.D. LABELS ON EXAMPLE PLANTS.
      2. DELIVER FERTILIZER, PEAT, MULCH AND ALL OTHER SOIL AMENDMENTS TO SITE IN ORIGINAL UNOPENED CONTAINERS BEARING MANUFACTURER'S GUARANTEED ANALYSIS.
   C. STORAGE:
      1. PROTECT ROOTS OF TREES FROM TRAVING 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 ADIMIXTURE OR SUBSOIL MATERIAL. IT SHALL CONTAIN A NORMAL AMOUNT OF DECOMPOSED ORGANIC MATTER AND SHALL BE FREE OF STONES, NUTGRASS OR OTHER FOREIGN MATTER OR GRASSES.

C. COMMERCIAL FERTILIZER: COMPLETE FERTILIZER DERIVED FROM ORGANIC SOURCES, BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS AND GUARANTEE THAT IT MEETS THE FOLLOWING REQUIREMENTS:
   1. LOOSE COMMERCIAL FERTILIZER SHALL BE 12-24-12 GRANULAR. THOROUGHLY MIX 1/2 LB. PER C.Y. OF PLANTING MIX.
   2. FERTILIZER TABLETS SHALL BE 21 GRAM AGRIFORM PLANTING TABLETS WITH ANALYSIS: 20-10-5 AS MANUFACTURED BY SIERRA CHEMICAL CO. OR EQUAL. PLACE 1 TABLET PER 1/2 CAL. AND TABLETS EVENLY AROUND ROOTBALL.

D. PRE-EMERGENCE HERBICIDE: DACTHAL ACCORDING TO AAN STANDARDS.

E. MULCH:
   1. PEAT MOSS - DOMESTIC PRODUCT CONSISTING OF 98% PARTIALLY DECOMPOSED ORGANIC MATERIAL OF NATURAL OCCURRENCE. IT SHALL BE CLEAN AND FREE OF FOREIGN SubSTANCE.
   2. WOOD BARK - NATURAL PRODUCT OF SHREDDED SOUTHERN PINE BARK, FREE FROM WOOL, SEED, SOIL, DISEASES AND INSECTS.

F. ROOT ACTIVATOR: CARL POOL ROOT ACTIVATOR.

G. GUYING AND STAKING MATERIAL: STAKES 120" APART, 3 - 2"X2" CEDAR DRIVE STAKES AT LEAST 12" INTO UNDISTURBED SOIL. 12" GALVANIZED STEEL GUY WIRE. 3/4" 2 PLY BLACK RUBBER HOSE.

H. TREE WOUND PAINT: APPROVED COMMERCIAL PRODUCT.

I. WATER: FREE OF OIL, ACIDS, ALKALI, SALT AND OTHER SUBSTANCES HARMFUL TO PLANT GROWTH. CONTRACTOR TO PROVIDE TEMPORARY HOSES. WATER FURNISHED ON SITE.

J. SAND: WASHED BUILDERS SAND.

2. MIXES

A. PLANTING MIXTURE
   1. TOPSOIL: TWO PARTS
   2. PEAT: ONE PART
   3. SAND: ONE PART

PART 3 - EXECUTION
1. INSPECTION
   A. INSPECT TREES FOR INJURY, INSECT INFESTATION AND IMPROPER PRUNING.
   B. DO NOT BEGIN PLANTING OR WRAPPING OF TREES UNTIL DEFICIENCIES ARE CORRECTED OR TREES REPLACED.
2. FIELD MEASUREMENTS
   A. STAKE LOCATIONS OF TREES.
3. EXCAVATION FOR PLANTING
   A. DIG IN CIRCULAR SHAPE WITH VERTICAL SIDES AT LEAST 12" LARGER IN DIAMETER THAN PLANT BALL AND DEEP ENOUGH BELOW ADJACENT GRADE OR CURB TO ACCOMMODATE BALL PLUS AT LEAST 6" MORE. THOROUGHLY LOOSEN NATURAL BOTTOM OF PIT.
   B. OBSTRUCTIONS BELOW GROUND:
      1. REMOVE ROCK OR UNDERGROUND OBSTRUCTIONS TO DEPTH NECESSARY TO PERMIT PLANTING.
      2. AVOID DAMAGING UNDERGROUND UTILITY LINES.
      3. REPAIR DAMAGE TO EXISTING UTILITIES.
4. GENERAL PREPARATION/PLANTING
   A. PLACE PLANTING MIXTURE IN BOTTOM OF EACH PIT SUFFICIENTLY DEEP TO SUPPORT TREE SO THAT FINISH GRADE AT THE PLANT WILL BE SAME AS THAT WHICH IT WAS GROWN. CENTER TREE IN PIT WITH PROPER ORIENTATION. ALL TREES SHALL BE PLACED STRAIGHT AND UPRIGHT.
      FILLING: USING PLANTING MIXTURE, FILL ALL POCKETS.
   B. APPLY MANUFACTURER'S RECOMMENDED RATE OF PRE-EMERGENCE HERBICIDE AND ROOT ACTIVATOR.
   C. APPLY 2" MULCH TOP DRESSING.
   D. THOROUGHLY WATER TREES.
   E. BUILD 2" SAUCER AROUND TREES TO FORM WATER BASIN.
   F. FOR BALLED AND BURLAPPED TREES:
      1. PLACE WITH BURLAP INTACT - REMOVE TOP 1/3 OF BURLAP.
      2. DO NOT PULL BURLAP FROM BALL.
      3. DO NOT PLANT IF BALL IS CRACKED OR BROKEN.
   G. GUY TREES 2 1/2 CALIPER AND OVER.
   H. PRUNING: UPON COMPLETION OF PLANTING, PRUNE ALL TREES, REMOVE DEAD OR INJURED TWIGS AND SUCKERS. MAKE ALL CUTS FLUSH, LEAVING NO STUDS. TREAT LARGER CUTS WITH APPROVED TREE PAINT.
   I. WATERING:
      1. WATER WHEN SOIL MOISTURE IS BELOW OPTIMUM LEVEL FOR BEST PLANT GROWTH.
      2. WATER TWICE A WEEK DURING INITIAL DRY WEATHER.
5. CLEAN-UP
   REMOVE ANY SOIL, PEAT MOSS OR SIMILAR MATERIAL FROM PAVED AREAS, WALKS, ETC. REMOVE ALL EXCESS MATERIAL AND DEBRIS RESULTING FROM OPERATION OF STREET TREE PLANTING.
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAKESIDE ESTATES COURT</td>
<td>GREEN ASH</td>
<td>FRAXINUS PENNSYLVANICA</td>
</tr>
</tbody>
</table>
DECLARATION OF ANNEXATION

FOR

LAKESIDE ESTATES AT LAKE OLYMPIA, SECTION TWO

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

WITNESSETH:

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

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

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

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

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

Lot 1, Block 1, in Lakeside Estates at Lake Olympia Section TWO, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 120, Page 431 in the Plat Records of Fort Bend County, Texas.

2. All Lots within this Subdivision are hereby declared to be Waterway Lots.

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

(a) Plans for landscaping except where they might affect existing trees and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting.
(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed living unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

(d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show but not be limited to the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require (1) that the slab or foundation be of pier and beam or pier and slab construction, (2) that a tree preservation plan be provided and (3) that adjustments be made in the location, height and extent of improvements to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the Lot or within the subdivision.

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

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

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

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

Section 6. Frontage. All improvements shall be constructed on Lots so as to face the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is farthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed 90 degrees, unless otherwise permitted by the Architectural Control Committee.

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

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (1) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 300 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural
Control Committee specifically agrees otherwise in writing, each Living Unit shall have an attached or detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than four (4) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the side of the Lot and shall not face any Waterway, unless specifically approved in writing by the Architectural Control Committee.

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

Fences, walls, or barriers (1) fronting on a street shall be masonry, (2) fronting on any Waterway shall be wrought iron; unless otherwise permitted by the Architectural Control Committee. Any driveway gate shall be wrought iron and shall be placed no closer than the building line as shown on the plat.

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

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

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

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

(a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
(b) Every effort must be made to locate all
improvements, drives, trenches and other structures to be placed upon the Lot is such a way as to minimize the number of trees which must be cut or removed.

(c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvements structure or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.

(e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

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

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

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

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

9. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this ________ day of ________, ________, 1991.

LAKE OLYMPIA DEVELOPMENT, L.L.C.,
a Netherlands Antilles Corporation
d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION

BY: ____________________________
   ANDREW CHOI, President

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BY: ____________________________
   JAMES M. WILSON, Manager

THE STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on the ________ day of ________, ________, 1991 by ANDREW CHOI, President of LAKE OLYMPIA DEVELOPMENT, L.L.C., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.

______________________________
DONNA E. RAMIREZ
MY COMMISSION EXPIRES: __________
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: ________________________
MY COMMISSION EXPIRES: __________

THE STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on the ________ day of ________, 1990 by JAMES M. WILSON, Manager of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on behalf of said ________________________

______________________________
DONNA E. RAMIREZ
MY COMMISSION EXPIRES: __________
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: ________________________
MY COMMISSION EXPIRES: __________

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

(7)
STREET TREE PLANTING

AS PER ORIGINAL

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

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

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES ARE REMOVED OR DIE. THE ARCHITECTURAL REVIEW COMMITTEE DOES RESERVE THE RIGHT TO REQUIRE STREETS ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

PART 1 - GENERAL

1. DESCRIPTION OF WORK
   A. PREPARING HOLES AND PADS FOR STREET TREE PLANTINGS.

2. QUALITY ASSURANCE
   A. CONTRACTOR QUALIFICATIONS: MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
   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 ORIGIINAL 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.
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: Daktil 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 weed, seed, soil, diseases and insects.


   G. GUARDING AND STABILIZING MATERIAL: Stakes 120" apart, 3 - 2"x2" Cedar drive stakes at least 12" into undisturbed soil. 12" galvanized steel guy wire. 3/4" 2 ply black rubber hose.

   H. TREE WOUND PAINT: Approved commercial product.

   I. WATER: Free of oil, acids, alkali, salt and other substances harmful to plant growth. Contractor to provide temporary hoses. Water furnished on site.

   J. SAND: Washed builders sand.

2. MIXES

   A. PLANTING MIXTURE

      1. TOPSOIL: Two parts
      2. PEAT: One part
      3. SAND: One part

PART 3 - EXECUTION
1. INSPECTION
   A. INSPECT TREES FOR INJURY, INSECT INFESTATION AND IMPROPER PRUNING.
   B. DO NOT BEGIN PLANTING OR WRAPPING OF TREES UNTIL DEFICIENCIES ARE CORRECTED OR TREES REPLACED.

2. FIELD MEASUREMENTS
   A. STAKE LOCATIONS OF TREES.

3. EXCAVATION FOR PLANTING
   A. DIG IN CIRCULAR SHAPE WITH VERTICAL SIDES AT LEAST 12" LARGER IN DIAMETER THAN PLANT BALL AND DEEP ENOUGH BELOW ADJACENT GRADE OR CURB TO ACCOMMODATE BALL PLUS AT LEAST 6" MORE. THOROUGHLY LOOSEN NATURAL BOTTOM OF PIT.
   B. OBSTRUCTIONS BELOW GROUND:
      1. REMOVE ROCK OR UNDERGROUND OBSTRUCTIONS TO DEPTH NECESSARY TO PERMIT PLANTING.
      2. AVOID DAMAGING UNDERGROUND UTILITY LINES.
      3. REPAIR DAMAGE TO EXISTING UTILITIES.

4. GENERAL PREPARATION/PLANTING
   A. PLACE PLANTING MIXTURE IN BOTTOM OF EACH PIT SUFFICIENTLY DEEP TO SUPPORT TREE SO THAT FINISH GRADE AT THE PLANT WILL BE SAME AS THAT WHICH IT WAS GROWN. CENTER TREE IN PIT WITH PROPER ORIENTATION. ALL TREES SHALL BE PLACED STRAIGHT AND UPRIGHT.
      FILLING: USING PLANTING MIXTURE, FILL ALL POCKETS.
   B. APPLY MANUFACTURER'S RECOMMENDED RATE OF PRE-EMERGENCE HERBICIDE AND ROOT ACTIVATOR.
   C. APPLY 2" MULCH TOP DRESSING.
   D. THOROUGHLY WATER TREES.
   E. BUILD 2" SAUCER AROUND TREES TO FORM WATER BASIN.
   F. FOR BALLEED 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 CALIBER AND OVER.
   H. PRUNING: UPON COMPLETION OF PLANTING, PRUNE ALL TREES, REMOVE DEAD OR INJURED TWIGS AND SUCKETS. 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, PEALED MOSS OR SIMILAR MATERIAL FROM PAVED AREAS, WALKS, ETC. REMOVE ALL EXCESS MATERIAL AND DEBRIS RESULTING FROM OPERATION OF STREET TREE PLANTING.

EXHIBIT "F"
Page 3 of 4
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAKESIDE ESTATES COURT</td>
<td>GREEN ASH</td>
<td>FRAXINUS PENNSYLVANICA</td>
</tr>
</tbody>
</table>
DECLARATION OF ANNEXATION
FOR
LAKESIDE VILLAGE AT LAKE OLYMPIA

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

WITNESSETH:

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

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

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

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

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

   Lots One (1) and Two (2), inclusive in Block One (1); Lots One (1) through Nineteen (19), inclusive in Block Two (2); Lots One (1) through Six (6), inclusive in Block Three (3) and Reserve (1) to the extent Recreational Easements, as hereafter defined, are granted therefrom, all in Lakeside Village at Lake Olympia, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide 984B and Slide 1003B in the Plat Records of Fort Bend County, Texas.

2. All Lots within this Subdivision, excluding Lots One (1) through Nineteen (19) inclusive in Block Two (2), and their associated Recreational Easements, as hereafter defined, are hereby declared to be Waterway Lots.

3. There is added to Article XIII a new Section 13 - Landscaping Assessments as follows:

   Section 13. Landscaping Assessments. The Association shall have the right to levy and collect a landscaping assessment ("Landscaping Assessment")
which shall be assessed against, and shall only be applicable to, the Recreational Easements. The proceeds of the landscaping Assessment shall be used to landscape and maintain such landscaping on the Recreational Easements. The actual amount of the Landscaping Assessment shall be set by the Board, upon majority vote; however, such Landscaping Assessment applicable to any Recreational Easement shall not exceed $40.00 per Recreational Easement per year, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3rds) of all of the Recreational Easements; provided however, and notwithstanding the $40.00 limitation described above, the Board shall have the right to increase such assessment above $40.00 as long as such increases are not more than ten percent (10%) annually.

Notwithstanding anything in Article VIII, paragraph "a" as amended to the contrary, the Association shall have the right, but not the obligation, to maintain and landscape the Recreational Easements. The Association's agents, employees, representatives or assigns shall have, and are hereby granted, an easement upon, in, or over the Recreational Easements, for the purpose of landscaping and maintaining same.

The Association shall have the right to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the Recreational Easements or any part thereof, all of which shall be binding upon, complied with and observed by each owner thereof.

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

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

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

(d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show but not be limited to the location of the proposed foundation or slab upon each Lot. The
Architectural Control Committee shall have the right to require (1) that the slab or foundation be of pier and beam or pier and slab construction, (2) that a site preservation plan be provided and (3) that adjustments be made in the location, height and extent of improvements to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the lot or within the subdivision.

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

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

Garages set in back of the dwelling shall not be allowed on Lots One (1) and Two (2), inclusive in Block One (1) and Lots One (1) through Six (6), inclusive in Block Three (3) and shall open to the side of the lot and shall face the street, unless specifically approved in writing by the Architectural Control Committee. With respect to all lots, no Two (2) story garages shall be built thereon. With respect to Lots Two (2) through Ten (10), inclusive, and Lots Sixteen (16) through Eighteen (18), inclusive, in Block Two (2), garages shall face the side of the lot unless the garage is detached and placed in back of the dwelling unit. With respect to Lots One (1) and Nine (9) in Block Two (2) garages shall be detached and such garages shall open to the front of the lot and shall face the side street unless specifically approved in writing by the Architectural Control Committee. With respect to Lots Eleven (11) through Fifteen (15), inclusive in Block Two (2) an attached garage opening to the street shall be allowed.

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

Section 7. Size. Each living unit constructed upon a lot within the subdivision shall contain not less than 1,200 square feet of living area if a one-story Living Unit and not less than 1,400 square
feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of
opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or
greenhouses. Measurements shall be made to the face
of the outside walls of the living area.

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

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

Section 10. Fences. The provisions of Article
VII, Section 10 of the original Declaration shall
control and be applicable to all lots of the
Subdivision; provided that no owner of the lots One
(1) and Two (2) inclusive in Block One (1) and Lots
One (1) through Six (6) inclusive in Block Three (3)
shall build any fence or other similar structure on
the back portion of Lots One (1) and Two (2)
inclusive in Block One (1) and Lots One (1) through
Six (6) inclusive in Block Three (3), without the
express prior written approval of the Architectural
Control Committee. No building, fence or other
structure shall be placed or built on any lot nearer
to a side street line than the building setback line
shown on the Subdivision plat nor in any front yard.
No building or other structure (except for a fence)
shall encroach on any easement reflected on the
Subdivision plat.

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

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

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

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

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

(b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.

(c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvements structure or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.

(e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

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

7. Article VIII, "Special Restrictions of Waterfront Properties and Waterway Usage" paragraph "f" shall be amended to add the following:

To the extent Declarant grants recreational easements ("Recreational Easements") out of Reserve E, to each of the owners of Lots One (1) through Nineteen (19) inclusive in Block Two (2), the Recreational Easements shall be subject to the restrictions, covenants, and conditions set forth herein:

No permanent or temporary building, structure, improvement or landscaping of any kind or character shall be erected or maintained on any Recreational Easement, including, but not limited to, lighting facilities, fences, tents and trailers, nor shall any docks, piers, slips or any structure be erected on, or from, any Recreational Easement to the adjacent Waterway; however, each owner of any Recreational Easement shall have the exclusive right
to secure their boat on the cleats on the bulkhead which immediately adjoins their respective
Recreational Easement. No items of personal property shall be stored on any Recreational
Easement or either a temporary or permanent basis.

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

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

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

IN WITNESS WHEREOF, the undersigned being the Declarant
herein, has hereunto set its hand and seal this ___8th___ day

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

BY: _______________ 
ANDREW CHOY, President

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the ___8th___
day of ______November______, 1989 by ________________, President
of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles
Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on
behalf of said corporation.

Brenda Harris

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Brenda Harris
MY COMMISSION EXPIRES: 4/7/3/94
THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 28th day of November, 1989 by ROBERT MIDDLETON, owner of Lot 6, Block 3 of Lakeside Village at Lake Olympia.

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

Marilla S. Middleton

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 28th day of November, 1989 by MARILLA S. MIDDLETON, owner of Lot 6, Block 3 of Lakeside Village at Lake Olympia.

[Signature]
Brenda Harris
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Brenda Harris
MY COMMISSION EXPIRES: 4/23/91
The undersigned, the owner and holder of liens against Lot 6, Block 3 of Lakeside Village at Lake Olympia owned by Robert Middleton and Mirilla S. Middleton, do hereby subordinate our interest and liens in said property to the purpose and effects of the restrictions described herein and hereby confirm that it is the present owner of said liens and have not assigned same or any part.

First National Bank - Missouri City
By: ____________________________
Name: ____________________________
Title: ____________________________

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on this ______ day of __________________, 1989 by ____________________________
of ____________________________, on behalf of said ____________________________.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: ____________________________
MY COMMISSION EXPIRES: ____________________________
DESCRIPTION OF
PALKER 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 19, Page 1 of
the Plat Records of Fort Bend County, Texas;

Thence, with the south line of said Glenn Lakes, Section 1,
North 88° 58' 55" East, 795.53 feet to a point for corner;

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

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

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

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

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

Thence, South 26° 57' 08" East, 297.70 feet to a point for corner;

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

Thence, South 01° 41' 30" West, 297.48 feet to a point for corner;

Thence, South 01° 23' 53" East, 599.05 feet to a point for corner;
In the north line of Senior Road (60.00 feet wide);
Thence, South 64° 56' 34" West, 75.36 feet to a point for corner;

Thence, South 61° 40' 12" West, 590.03 feet to a point for corner;

in the aforementioned north line of Senior Road;

Thence, with the north line of Senior Road, South 88° 36' 07" West, 2853.67 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° 39' 40" West, 90.41 feet to a point for corner;
2. North 56° 53' 51" West, 709.64 feet to a point for corner;
3. North 50° 32' 29" West, 712.00 feet to a point for corner;
4. North 85° 33' 10" West, 645.21 feet to a point for corner;
5. South 80° 42' 42" West, 105.43 feet to a point for corner;
6. South 87° 34' 50" West, 165.42 feet to a point for corner;
7. North 73° 32' 23" West, 221.74 feet to a point for corner;
8. North 41° 44' 14" West, 212.81 feet to a point for corner;
9. North 10° 30' 12" West, 235.33 feet to a point for corner;
10. North 41° 07' 59" East, 159.52 feet to a point for corner;
11. North 34° 56' 41" East, 198.35 feet to a point for corner;
12. North 53° 13' 35" East, 203.19 feet to a point for corner;
13. North 02° 27' 52" East, 174.31 feet to a point for corner;
14. North 00° 12' 20" East, 100.99 feet to a point for corner;
15. North 45° 26' 24" East, 110.20 feet to a point for corner;
16. North 31° 38' 44" East, 531.90 feet to a point for corner;
17. North 03° 37' 10" West, 501.14 feet to a point for corner;
18. North 10° 46' 56" West, 125.20 feet to a point for corner;
19. North 64° 02' 40" West, 190.66 feet to a point for corner;

Thence, leaving said center line, South 67° 30' 27" East, 119.41 feet to a point for corner;

Thence, North 88° 43' 17" East, 135.60 feet to a point for corner in the south line of a replat of Quail Valley Subdivision, Thunderbird, Section 2, a subdivision of record in Volume 23, Page 3 of the Plat Records of Fort Bend County, Texas;

Thence, with the south line of said Thunderbird, Section 2 the following five (5) courses:
1. North 88° 13' 40" East, 203.63 feet to a point for corner;
2. North 86° 43' 55" East, 593.59 feet to a point for corner;
3. North 86° 59' 29" East, 459.22 feet to a point for corner;
4. North 89° 04' 57" East, 210.79 feet to a point for corner;
5. North 88° 37' 56" East, 315.47 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
86° 57' 25" East, 8.91 feet to the POINT OF BEGINNING and containing 359.40
acres of land.

LICHITER/JAMESON & ASSOCIATES, INC.

EXHIBIT "A"
DESCRIPTION OF
PALMER PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 2

Being 332.269 acres of land located in the David Bright
League, Abstract 1, 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 00° 53' 11" East, 3,026.35 feet to a point
for corner;

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

Thence, South 64° 29' 30" East, 76.36 feet to a point
for corner;

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

Thence, South 01° 06' 49" East, 2,999.95 feet to a point
for corner in the north line of Senor Road (60.00 feet wide);

Thence, with the north line of Senor Road, South 08°
36' 07" West, 4,497.19 feet to a point for corner;

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

Thence, North 61° 41' 30" East, 297.40 feet to a point for corner
Thence, North 19° 40' 45" East, 130.36 feet to a point for corner
Thence, North 26° 57' 08" West, 299.70 feet to a point for corner
Thence, North 50° 21' 21" West, 303.96 feet to a point for corner
Thence, North 36° 22' 03" West, 302.76 feet to a point for corner
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.

LICHILITEN/JAMESON & ASSOCIATES,
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 309.3
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 cor-
ner of that certain 3.5489 acre tract conveyed to Dannie Joe Dewalt Robinson
by instrument of record in Volume 504, Page 66, Deed Records, Fort Bend
County, Texas, same being in the south line of Senior Road;

Thence, leaving said south line of Senior Road, with the west line
of said 3.5489 acres, South 10° 36' 47" East, 309.27 feet to a 1/2 inch iron
rod set for corner in the approximate centerline of a drainage swale;

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

1. South 86° 30' 21" West, 50.72 feet to a 1/2 inch iron rod set
for corner;

2. South 86° 30' 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, 629.70 feet to a 1/2 inch iron rod set
for corner;

5. South 88° 47' 40" West, 490.55 feet to a 1/2 inch iron rod set
for corner;
6. South 88° 29' 19" West, 366.99 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 20, 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 02° 47' 45" West, 200.10 feet to a 1/2 inch iron rod set for corner;

3. North 56° 34' 25" West, 107.14 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;
Thence, North 37° 59" West, at 55.51 feet pass the most easterly corner of that certain 84.3676 acre tract conveyed to Colonial Savings Association by instrument of record in Volume 937, Page 723, Deed Records, Fort Bend County, Texas and continue with the northeasterly line of said 84.3676 acres, in all, 166.66 feet to a 1/2 inch iron rod set for corner;

Thence, continuing with said northeasterly line, North 40° 30' 40" West, 205.64 feet to a 1 1/4 inch iron pipe found marking the northeast corner of said 84.3676 acres and the northwest corner of the aforementioned 399.5 acres, same being in the aforementioned south line of Senior Road;

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

Thence, with said centerline, North 80° 30' 00" East, 5,099.53 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.

[Signature]

Wally A. Davis
Registered Public Surveyor
Texas Registration No. 1793
LAKESIDE VILLAGE

Lots 1 and 2, inclusive in Block 1
Lots 1 through 19, inclusive in Block 2
Lots 1 through 6, inclusive in Block 3

EXHIBIT "D"
The following list designates types of sidewalks adjacent to specific lots in Lakeside Village at Lake Olympia:

**TYPE "G"**  - Lots 1 and 2, Block 1  
Lots 1 through 6 inclusive Block 3  
Reserve B

**TYPE "H"**  - Lots 1 through 19, inclusive Block 2

**TYPE "I"**  - Reserve D

**TYPE "M"**  - Reserve A  
Reserve C

Exhibit "E", Page 1 of 7
SECTION VIEWS
SCALE 3/8" : 1'-0"

TYPE "A"

3" BROOM FINISH; STRIATIONS PERPENDICULAR TO LENGTH OF WALK
STANDARD CONCRETE SIDEWALK
SCALE 1/4" : 1'-0"

TYPE "B"

WHEELCHAIR RAMP 6:1 SLOPE,
GROOVED FINISH

EXPANSION JOINTS 12" ON CENTER
CONTROL JOINTS 4" ON CENTER,
1/2" DEPTH

FINE BROOM FINISH; STRIATIONS
PERPENDICULAR TO LENGTH OF WALK

SIDewALK AT INTERSECTION
TYPE "C"

STANDARD CONCRETE SIDEWALK
SCALE 1/4" : 1'-0"

TYPE "D"

SIDEWALK AT INTERSECTION
SCALE 1/4" : 1'-0"
SIDEWALK SPECIFICATIONS

TYPE "E"

(Front Street)
EXPANSION JOINTS 12' ON CENTER
CONTROL JOINTS 4' ON CENTER,
1/2" DEPTH

WHEELCHAIR RAMP 6:1 SLOP
GROOVED FINISH

(Front Street)
EXPANSION JOINTS 12' ON CENTER
CONTROL JOINTS 4' ON CENTER,
1/2" DEPTH

FINE BROOM FINISH; STRIATIONS
PERPENDICULAR TO LENGTH OF WALK

SIDEWALK AT INTERSECTION

SIDEWALK AT INTERSECTION

SCALE 1/4" : 1'-0"

AS PER ORIGINAL
TYPE "C"

TYPICAL 6'-0" SIDEWALK
SCALE 1/4" : 1'-0"

Wheelchair Ramp
6:1 Slope, Grooved Finish
Broom Finish; Striations Perpendicular to Length of Walk

TYPE "H"

SPECIAL FINISH SIDEWALK
SCALE 1/4" : 1'-0"

Wheelchair Ramp
6:1 Slope, Grooved Finish
Broom Finish; Striations Perpendicular to Length of Walk
SIDEWALK AT INTERSECTION

TYPE "I"

WHEELCHAIR RAMP 6:1 SLOPE,
GROOVED FINISH

AS PER ORIGINAL

(Side Street)

4'-0"

5'-0"

SMOOTH TROELED EDGE

DENSE BROOM FINISH; STRIATIONS
PERPENDICULAR TO LENGTH OF WALK

SIDEWALK AT INTERSECTION

TYPE "J"

WHEELCHAIR RAMP 6:1 SLOPE,
GROOVED FINISH

(Side Street)

14'-0"

10'-0"

SMOOTH TROELED EDGE

WIDE BROOM FINISH; STRIATIONS
PERPENDICULAR TO LENGTH OF WALK

SIDEWALK AT INTERSECTION

TYPE "K"

WHEELCHAIR RAMP 6:1 SLOPE,
GROOVED FINISH

(Side Street)

6'-0"

5'-0"

SMOOTH TROELED EDGE

WIDE BROOM FINISH; STRIATIONS
PERPENDICULAR TO LENGTH OF WALK
SIDEWALK AT INTERSECTION

6" smooth troweled edge

COARSE BROOM FINISH; STRIATIONS PERPENDICULAR TO LENGTH OF WALK

SIDEWALK AT INTERSECTION

WHEELCHAIR RAMP 6:1 SLOPE,
GROOVED FINISH

AS PER ORIGINAL

ont Street)
EXPANSION JOINTS 12' ON CENTER
CONTROL JOINTS 4" ON CENTER,
1/2" DEPTH

4'-0"

(Side Street)

5'-0"

5'-0"

ont Street)
EXPANSION JOINTS 12' ON CENTER
CONTROL JOINTS 4" ON CENTER,
1/2" DEPTH

6" smooth troweled edge

COARSE BROOM FINISH; STRIATIONS PERPENDICULAR TO LENGTH OF WALK

5'-0"
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.

DEC 5 1989

[Signature]
County Clerk, Fort Bend Co., Tex.
DECLARATION OF ANNEXATION

FOR

MUSTANG CROSSING AT LAKE OLYMPIA

SECTION ONE

THE STATE OF TEXAS

COUNTY OF FORT BEND:

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

WITNESSETH:

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

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

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

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

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

Lots One (1) through Twelve (12), inclusive in Block One (1); Lots One through Sixteen (16), inclusive in Block Two (2); and Lots One (1) through Twenty-Nine (29), inclusive in Block Three (3). And all Mustang Crossing at Lake Olympia Section One (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded on Sale No. 10282 in the Plat Records of Fort Bend County, Texas.

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

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

(b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures, and

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed living unit, and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plans, for such Lot, comply with, and follow, such partial preliminary site plan.

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

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

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

Section 6, Footage. 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 farthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.

Section 7, Size. Each living unit constructed upon a Lot within the Subdivision shall contain not less than 1,800 square feet and not more than 2,500 square feet of living area if a one-story living unit and not less than 2,000 square feet and not more than 3,000 square feet of living area if a two-story living unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.
Section 8. Roofing Material. The roof of any Living Unit (including any garage or
servant's quarters) shall be constructed or covered with (1) 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 (2) asphalt or composition type shingles of a
minimum of 240 pound dimensional type, comparable in color to aged or weathered
wood shingles. The decision of such comparison shall rest exclusively with the
Architectural Control Committee. Any other type of roofing materials shall be
permitted only at the sole discretion of the Architectural Control Committee and shall
not be deemed approved until approved in writing.

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

Section 10. Fences. The provisions of Article VII, Section 10 of the original
Declaration shall control and be applicable to all Lots of the Subdivision. Unless
otherwise specifically agreed in writing by the Architectural Control Committee, no
building, fence, or other structure shall be placed or built on any Lot nearer to the
front lot line or nearer to a side street line than the building setback lines shown on
the subdivision plat or in any front yard. No building or other structure (except for
a fence) shall encroach on any easement reflected on the Subdivision plat.

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

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

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

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

(b) Every effort must be made to locate all improvements, drives, trenches, and
other structures to be placed upon the Lot in such a way as to minimize the
number of trees which must be cut or removed.

(c) A site plan reflecting the location of all existing trees and their species, and the
proposed location of all improvements including fences, garages, driveways,
walkways, patios, decks, fountains, 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)

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

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

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

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

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereto set
his hand and seal this 24th day of AUGUST, 1990.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
DBA AFG LAKE OLYMPIA, INC.

[Signature]
BY: ANDREW CHOY, President

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on the 24th day of AUGUST, 1990
by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands
Antilles Corporation, dba AFG LAKE OLYMPIA, INC., on behalf of said corporation.

[Notary Seal]
 הנתיר פירב אנדראד CHOY
יודע בחודש אוגוסט 1990
בנמל טקסס

[Notary Signature]

[Notary Seal]

[Notary Signature]

[Notary Seal]

[Notary Signature]
STREET TREE PLANTING

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

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

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

STREET TREE PLANTING SPECIFICATIONS

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

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

EXHIBIT *F*
Page 1 of 2
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>MUSTANG CROSSING</td>
<td>EVERGREEN ELM</td>
<td>ULMUS SEMPERVIRENS</td>
</tr>
<tr>
<td>MUSTANG CROSSING COURT</td>
<td>EVERGREEN ELM</td>
<td>ULMUS SEMPERVIRENS</td>
</tr>
<tr>
<td>FREEDOM TREE DRIVE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
</tbody>
</table>

Exhibit "F"
Page 2 of 2
AMENDMENT OF RESTRICTIONS
AND DECLARATION OF ANNEXATION
OF OYSTER CREEK PLACE SECTION ONE

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIS AMENDMENT OF RESTRICTIONS AND DECLARATION OF ANNEXATION
is made by LAKE OLYMPIA DEVELOPMENT, N.V., a Netherland Antilles
corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION
("Declarant") and lot owners of certain property described
on Exhibit "D" attached hereto ("Lot Owners").

W I T N E S S E S T H E:

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

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

WHEREAS, as contemplated by the Declaration in Article IX,
Section 3 thereof, Declarant now desires to annex a subdivision
owned by the Lot Owners more particularly described on Exhibit
"D" which is attached hereto and incorporated herein by reference
for all purposes, which subdivision is known as Oyster Creek
Place, Section One (the "Subdivision") and with the joinder of
the Lot Owners to impose upon the property constituting the
Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property;

WHEREAS, the Subdivision is currently subject to those certain restrictions established by the Oyster Creek Place Association Restrictions ("Restrictions") dated October 11, 1984 and recorded in the Official Records of Fort Bend County, Texas, under Clerk's File No. 8507739 (Volume 1613, Page 792-816);

WHEREAS, the Lot Owners desire to amend such Restrictions by adopting the covenants, conditions and restrictions described in the Declaration, to the extent that the same are modified or amended herein, and by imposing on the Subdivision, such covenants, conditions and restrictions in lieu of the Restrictions.

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

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

Lots One (1) through Eleven (11), inclusive, Lots Nineteen (19) through Seventy-One (71), inclusive, and Lots One Hundred (100) through One Hundred and Eight (108), inclusive, and Lots One Hundred Eleven (111) through One Hundred Fourteen (114), inclusive, in Block One (1), and Lots One (1) and Two (2) in Block Two (2), in OYSTER CREEK PLACE, SECTION ONE (1), a subdivision in Fort Bend County, Texas, according to the map or plot thereof, recorded on Slide No. 660B in the Plat Records of Fort Bend County, Texas, as replatted by a replat thereof, recorded on Slide No. 731A in the Plat Records of Fort Bend County, Texas, and as partially replatted by a partial replat thereof, recorded on Slide No. 919A in the Plat Records of Fort Bend County, Texas.

2. The first sentence of Article III, Section 9(b), "Rates of Assessment" is hereby amended to the following extent and to the following extent only:

(b) Anything herein to the contrary notwithstanding, the Assessment applicable to any Lot owned by a Builder upon which no Living Unit has been fully constructed and any Lot owned by Declarant or Vista Mortgage and Realty, Inc., shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Assessment.

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

(a) Plans for landscaping, except where they might affect existing trees on the Lot, and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting.

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems, or installations, but shall include any details of any exterior mechanical, electrical, and plumbing structures.

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

(d) All plans, submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show, but not be limited to, the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that: (i) the slab or foundation be of pier and beam or pier and slab construction, (ii) a tree preservation plan be provided, and/or (iii) adjustments be made in the location, height and extent of improvements, to the extent that the Architectural Control Committee believes that this may help to
preserve the maximum number of trees upon the Lot or within the subdivision.

6. Notwithstanding anything contained herein or in the Declaration to the contrary, the existing improvements, inclusive of fencing and landscaping, on Lots 20, 21, 100, 101, 102, 104, 111, 112, 113, and 114 in Block One of the Subdivision are hereby approved and shall not be in violation of the terms and conditions thereof; provided, however, such approval is expressly limited to such existing improvements and any new improvements, whether or not in replacement of the existing improvements, shall be subject to all of the terms, provisions and conditions hereof.

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

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

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

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,600 square feet of living area, if a one story Living Unit and not less than 2,000 square feet of living area, if a one and one-half story, two story or two and one-half story Living Unit. Notwithstanding the foregoing, the foregoing size requirements shall not be applicable to the Living Units currently constructed as of the date hereof on Lots 20, 21, 100, 101, 102, 104, 111, 112, 113, and 114 in Block One of the Subdivision, and in the event any Living Units on such Lots are damaged or destroyed, the rebuilt Living Unit shall in no event have less living area than the now existing Living Unit on such Lots. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and greenhouses. Measurements shall be to the face of the outermost exterior walls of the living area.

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

Section 27. Exceptions. For purpose of this Section
27 only, "Declaration" shall mean Vista Mortgage and Realty,
Inc., its successors and assigns, and such rights granted to
Vista Mortgage and Realty, Inc., pursuant to this Section,
shall only extend to the Subdivision being annexed hereby;
moreover, such rights shall not include, nor shall same
impair or diminish, actions or approvals of the
Architectural Control Committee.

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

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

Section 34. Tree Preservation. The following shall
apply to all Lots containing existing trees:

(a) For the purposes of the restrictions the term
"Tree" shall mean those existing that are more than six
(6) inches in diameter and a height of five (5) feet
from the existing ground.

(b) Every effort must be made to locate all
improvements, drives, trenches and other structures to
be placed upon the Lot in such a way so as to minimize the
number of Trees which must be cut or removed.

(c) A site plan reflecting the location of all
existing Trees and their species, and the proposed
location of all improvements, including, houses, garages, driveways, walkways, patios, decks, and any
other improvements, structure or facility to be placed
upon the Lot shall be submitted to and shall require
the approval of the Architectural Control Committee
prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps
to be taken to protect and preserve existing Trees
during construction and as a result of proposed im-
provements shall be submitted and shall require the
approval of the Architectural Control Committee prior
to the commencement of construction of any improvements
on the Lot.

(e) The Architectural Control Committee shall
have the right to require the installation of tree or
trees of the species and size not exceeding eight (8)
inches in diameter at a height of five (5) feet from
existing ground, to compensate for losses and/or damage
to Trees due to construction or improvements to be
placed on the Lot.

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

7. By execution hereof, the Lot Owners agree to immediately cause Oyster Creek Place Association, a Texas nonprofit corporation, to either be, at the option of Declarant, dissolved or merged into Lake Olympia Civic Association.

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

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

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

EXECUTED this 27th day of November, 1989.

LAKE OLYMPIA DEVELOPMENT, N.V.,
A NETHERLAND ANTILLES CORPORATION
D/B/A LAKE OLYMPIA DEVELOPMENT

BY: ____________________________
NAME: ANDREW CHEY
TITLE: PRESIDENT

VISTA MORTGAGE AND REALTY, INC.

BY: ____________________________
NAME: James E. Terence, Jr.
TITLE: VICE PRESIDENT

MICHELE DURHAM

OWNERS OF LOTS 19 AND 20 IN BLOCK 1
TIM S. TIPPIN

TRACI L. TIPPIN

OWNERS OF LOT 21 IN BLOCK 1

DAVID HOON

JAMES HOON

OWNERS OF LOT 100 IN BLOCK 1

THOMAS ANDREW PIERCE

DENISE ANN PIERCE

OWNERS OF LOT 101 IN BLOCK 1

FORREST M. PEARSON

JANET M. PEARSON

OWNERS OF LOT 102 IN BLOCK 1

PAUL A. DURHAM

SAMANTHA P. DURHAM

OWNERS OF LOT 104 IN BLOCK 1

ROY CLYDE SCHULTZ

ELISE SUE SCHULTZ

OWNERS OF LOT 111 IN BLOCK 1
THE STATE OF TEXAS ¶

COUNTY OF FORT BEND ¶

This instrument was acknowledged before me on the 27th day of November, 1989, by Andrew Chou, President of Lake Olympia Development, N.V., d/b/a Lake Olympia Development, on behalf of said corporation.

BRENDA HARRIS
Notary Public, State of Texas
My Commission Expires: 4/8/92

THE STATE OF TEXAS ¶

COUNTY OF FORT BEND ¶

This instrument was acknowledged before me on the day of November, 1989, by ________________________________, ________________________________, President of Vista Mortgage and Realty, Inc., on behalf of said corporation.

BRENDA HARRIS
Notary Public, State of Texas
My Commission Expires: 4/8/92
THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the ___ day of ___ , 1989, by JIMMY P. DURHAM.

[Signature]

NOTARY PUBLIC, STATE OF TEXAS
NAME: P.J. DURHAM
MY COMMISSION EXPIRES: 4-11-92

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the ___ day of ___ , 1989, by MICHELE DURHAM.

[Signature]

NOTARY PUBLIC, STATE OF TEXAS
NAME: R.S. LUPIN
MY COMMISSION EXPIRES: 1-11-92

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the ___ day of ___ , 1989, by TIM S. TIPPIN.

[Signature]

NOTARY PUBLIC, STATE OF TEXAS
NAME: Brenda Harris
MY COMMISSION EXPIRES: 7/23/91

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the ___ day of ___ , 1989, by TRACI L. TIPPIN.

[Signature]

NOTARY PUBLIC, STATE OF TEXAS
NAME: Brenda Harris
MY COMMISSION EXPIRES: 7/23/91
THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the __th__
day of ________, 1989, by DAVID HOOK.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS
NAME: Brenda Harris
MY COMMISSION EXPIRES: 12/31/91

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the __th__
day of ________, 1989, by JAMIE HOOK.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS
NAME: Brenda Harris
MY COMMISSION EXPIRES: 12/31/91

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the __th__
day of ________, 1989, by THOMAS ANDREW PIERLE.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS
NAME: Susan Ann Bassett
MY COMMISSION EXPIRES: 6/30/92

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the __th__
day of ________, 1989, by DENISE ANN PIERLE.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS
NAME: Susan Ann Bassett
MY COMMISSION EXPIRES: 6/30/92
THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 24th
day of December, 1989, by FORREST M. FERGUSON.

SUSAN ANN BASSETT
NOTARY PUBLIC, STATE OF TEXAS
NAME: SUSAN ANN BASSETT
MY COMMISSION EXPIRES: 5-5-93

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 30th
day of March, 1990, by JANET M. FERGUSON.

DONNA E. RAMIREZ
NOTARY PUBLIC, STATE OF TEXAS
NAME: DONNA E. RAMIREZ
MY COMMISSION EXPIRES: 11/10/92

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 11th
day of March, 1990, by PAUL A. DURHAM.

SUSAN ANN BASSETT
NOTARY PUBLIC, STATE OF TEXAS
NAME: SUSAN ANN BASSETT
MY COMMISSION EXPIRES: 5-5-93

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 6th
day of December, 1989, by SAMANTHA P. DURHAM.

SUSAN ANN BASSETT
NOTARY PUBLIC, STATE OF TEXAS
NAME: SUSAN ANN BASSETT
MY COMMISSION EXPIRES: 5-5-93
THE STATE OF TEXAS \\
COUNTY OF FORT BEND \\

This instrument was acknowledged before me on the [date], 1998, by ROY CLYDE SCHULTZ.

Mary M. Caldwell 
NOTARY PUBLIC, STATE OF TEXAS 
NAME: Mary M. Caldwell 
MY COMMISSION EXPIRES: 8-14-98

THE STATE OF TEXAS \\
COUNTY OF FORT BEND \\

This instrument was acknowledged before me on the [date], 1999, by ELISE SUE SCHULTZ.

Mary M. Caldwell 
NOTARY PUBLIC, STATE OF TEXAS 
NAME: Mary M. Caldwell 
MY COMMISSION EXPIRES: 8-14-99

THE STATE OF TEXAS \\
COUNTY OF FORT BEND \\

This instrument was acknowledged before me on the [date], 1989, by NORMAN LEW.

Brenda Harris 
NOTARY PUBLIC, STATE OF TEXAS 
NAME: Brenda Harris 
MY COMMISSION EXPIRES: 4/23/90

THE STATE OF TEXAS \\
COUNTY OF FORT BEND \\

This instrument was acknowledged before me on the [date], 1989, by MARGARITE FLORES LEW.

Brenda Harris 
NOTARY PUBLIC, STATE OF TEXAS 
NAME: Brenda Harris 
MY COMMISSION EXPIRES: 4/33/90
THE STATE OF TEXAS $  
COUNTY OF FORT BEND $  

This instrument was acknowledged before me on the 3rd day of March, 1990, by FRANCISCO HURTADO, JR.  

[Signature]  
DONNA E. RAMIREZ  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: DONNA E. RAMIREZ  
MY COMMISSION EXPIRES: 11/07/92  

THE STATE OF TEXAS $  
COUNTY OF FORT BEND $  

This instrument was acknowledged before me on the 7th day of March, 1990, by A. LYNNE ARENDOLL.  

[Signature]  
SUSAN ANN RASMUSSEN  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: SUSAN ANN RASMUSSEN  
MY COMMISSION EXPIRES: 5-5-92  

048909.001(5) lsd
STREET TREE PLANTING
EXHIBIT "F"

All lots will receive street trees. Two (2) street trees will be placed per front lot, spaced equally along the roadway. All trees will be placed three (3) feet back of sidewalk.

In corner lot situations, three (3) street trees will be placed along the side lots adjacent to the street, unless otherwise approved by the architectural control committee. These trees will have a spacing equivalent to the front lot spacing.

For wooded lots, street trees will not be required unless existing trees are removed or die. The architectural review committee does reserve the right to require streets on any wooded lot if 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.
   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 MIXED 1/2 LB. PER C.Y. OF PLANTING MIX.

2. FERTILIZER TABLETS SHALL BE 21 GRAM AGRIFORM PLANTING TABLETS WITH ANALYSIS:
   28-10-5 AS MANUFACTURED BY SIERRA CHEMICAL CO. OR EQUAL. PLACE 1 TABLET PER 1/2" CAL, AND TABLETS EVENLY AROUND ROOTBALL.

D. PRE-EMERGENCE HERBICIDE: DACTAL 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 WOOL, SEED, SOIL, DISEASES AND INSECTS.

F. ROOT ACTIVATOR: CARL POOL ROOT ACTIVATOR.

G. GUARDING AND STAKING MATERIAL: STAKES 120° APART, 3 - 2"x2" CEDAR DRIVE STAKES AT LEAST 12" INTO UNDISTURBED SOIL, 12" GALVANIZED STEEL GUY WIRE, 3/4" 2 PLY BLACK RUBBER HOSE.

H. TREE WOUND PAINT: APPROVED COMMERCIAL PRODUCT.

I. WATER: FREE OF OIL, ACIDS, ALKALI, SALT AND OTHER SUBSTANCES HARMFUL TO PLANT GROWTH. CONTRACTOR TO PROVIDE TEMPORARY HOSES. WATER FURNISHED ON SITE.

J. SAND: WASHED BUILDERS SAND.

2. MIXES

A. PLANTING MIXTURE

1. TOPSOIL: TWO PARTS

2. PEAT: ONE PART

3. SAND: ONE PART

PART 3 - EXECUTION
1. INSPECTION
   A. INSPECT TREES FOR INJURY, INSECT INFESTATION AND IMPROPER PRUNING.
   B. DO NOT BEGIN PLANTING OR WRAPPING OF TREES UNTIL DEFICIENCIES ARE CORRECTED OR TREES REPLACED.

2. FIELD MEASUREMENTS
   A. STAKE LOCATIONS OF TREES.

3. EXCAVATION FOR PLANTING
   A. DIG IN CIRCULAR SHAPE WITH VERTICAL SIDES AT LEAST 12" LARGER IN DIAMETER THAN PLANT BALL AND DEEP ENOUGH BELOW ADJACENT GRADE OR CURB TO ACCOMMODATE BALL PLUS AT LEAST 6" MORE. THOROUGHLY LOOSEN NATURAL BOTTOM OF PIT.
   B. OBSTRUCTIONS BELOW GROUND:
      1. REMOVE ROCK OR UNDERGROUND OBSTRUCTIONS TO DEPTH NECESSARY TO PERMIT PLANTING.
      2. AVOID DAMAGING UNDERGROUND UTILITY LINES.
      3. REPAIR DAMAGE TO EXISTING UTILITIES.

4. GENERAL PREPARATION/PLANTING
   A. PLACE PLANTING MIXTURE IN BOTTOM OF EACH PIT SUFFICIENTLY DEEP TO SUPPORT TREE SO THAT FINISH GRADE AT THE PLANT WILL BE SAME AS THAT WHICH IT WAS GROWN. CENTER TREE IN PIT WITH PROPER ORIENTATION. ALL TREES SHALL BE PLACED STRAIGHT AND UPRIGHT.
      FILLING: USING PLANTING MIXTURE, FILL ALL POCKETS.
   B. APPLY MANUFACTURER'S RECOMMENDED RATE OF PRE EMERGENCE HERBICIDE AND ROOT ACTIVATOR.
   C. APPLY 2" MULCH TOPDRESSING.
   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.
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>CORRAL TREE PLACE</td>
<td>SHUMARD OAK</td>
<td>QUERCUS SHUMARDI</td>
</tr>
<tr>
<td>BUCKEYE PLACE</td>
<td>WATER OAK</td>
<td>ULMUS CRASSIFOLIA</td>
</tr>
<tr>
<td>HYACINTH PLACE</td>
<td>CEDAR LIM</td>
<td>QUERCUS NIGRA</td>
</tr>
<tr>
<td>CATALPA PLACE</td>
<td>PECAN</td>
<td>CARYA ILLINOENSIS</td>
</tr>
<tr>
<td>HAWTHORN PLACE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
<tr>
<td>MYRTLE LANE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
</tbody>
</table>

**STATE OF TEXAS**

I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the office and county of the Official Records of Fort Bend County. Times as stamped by me.

**COUNTY OF FORT BEND**

MAR 30 1990

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

When Retrieved, Return to:

Charles S. Patterson, Jr.
Leonard MAHRH HUET Terry + BLINN
A Professional Corporation
Suite 2000
600 TRAVIS
Houston, TX 77002.
CORRECTED DECLARATION OF ANNEXATION

CYSER CREEK PLACE AT
LAKE OLYMPIA SECTION THREE

THE STATE OF TEXAS 5
COUNTY OF FORT BEND 5

THIS CORRECTED DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT, N.V., a Netherland Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant") and VISTA MORTGAGE AND REALTY, INC. ("Vista").

WITNESS:

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

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

WHEREAS, as contemplated by the Declaration in Article IX, Section 3 thereof, Declarant now desires to annex a subdivision owned by Vista more particularly described on Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, which subdivision is to be known as OYSTER CREEK PLACE at Lake Olympia Section Three (the "Subdivision") and with the joiner of Vista to impose upon the property constituting the
Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that they are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

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

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

   Lots One (1) through Nine (9), inclusive in Block One (1) and Lots One (1) through Seven (7), inclusive in Block Two (2), all in Oyster Creek Place at Lake Olympia Section Three, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 9968 in the Plat Records of Fort Bend County, Texas.

2. The first sentence of Article III, Section 9(b), "Rates of Assessment" is hereby amended to the following extent and to the following extent only:

   (b) Anything herein to the contrary notwithstanding, the Assessment applicable to any Lot owned by a Builder upon which no Living Unit has been fully constructed and any Lot owned by Declarant or Vista Mortgage and Equity, Inc., shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Assessment.

3. Article V, Section 4, "Approval of Plans" is hereby amended to the following extent and to the following extent only:
(a) Plans for landscaping, except where they might affect existing trees on the Lot, and lighting of a particular Lot must not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems, or installations, but shall include any details of any exterior mechanical, electrical, and plumbing structures;

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan;

(d) All plans, submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show, but not be limited to, the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that: (i) the slab or foundation be of pier and beam or pier and slab construction, (ii) a tree preservation plan be provided, and/or (iii) adjustments be made in the location, height and extent of improvements, to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

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

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

Section 6. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face towards the street which is the furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.
Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,600 square feet of living area, if a one story Living Unit and not less than 2,000 square feet of living area, if a one and one-half story, two story or two and one-half story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and greenhouses. Measurements shall be to the face of the outermost exterior walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (1) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as in existence or (2) asphalt or composition type shingles of a minimum of 250 pound - dimensional type, comparable in color to aged or weathered wood shingles. The decision to such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

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

Section 27. Exceptions. For purposes of this Section 27 only, "Declarant" shall mean Vista, its successors and assigns and such rights granted to the Declarant pursuant to this Section shall only extend to the Subdivision being annexed hereby; moreover, such rights shall not include, nor shall some impair or diminish, actions or approvals of the Architectural Control Committee.

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

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

Section 34. Tree Preservation. The following shall apply to all Lots containing existing trees:

(a) For the purposes of the restrictions the term "Tree" shall mean those existing that are more than six (6) inches in diameter and a height of five (5) feet from the existing ground.

(b) Every effort must be made to locate all improvements, drives, trenches and other structures to
be placed upon the Lot in such a way as to minimize the number of Trees which must be cut or removed.

(d) A site plan reflecting the location of all existing Trees and their species, and the proposed location of all improvements, including, houses, garages, driveways, walkways, patios, decks, and any other improvements, structure or facility to be placed upon the Lot shall be submitted to and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing Trees during construction and as a result of proposed improvements shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction of any improvements on the Lot.

(e) The Architectural Control Committee shall have the right to require the installation of tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damage to Trees due to construction or improvements to be placed on the Lot.

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

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

7. By execution hereof, the Lot Owners agree to immediately cause Oyster Creek Place Association, a Texas nonprofit corporation, to either be, at the option of Declarant, dissolved or merged into Lake Olympia Civic Association.

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

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

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

11. This Declaration of Annexation is made in place of and to correct that certain Declaration of Annexation executed by
Lake Olympia Development, N.V., and Vista Mortgage and Realty, Inc., dated **August 14, 1989** and recorded in Volume **2145**, Page **2024** of the Official Records of Fort Bend County, Texas. By mistake, that Declaration of Annexation inadvertently omitted the paragraphs now set forth as Paragraphs 2 and 6 hereof. This Corrected Declaration of Annexation is made by Lake Olympia Development, N.V., and Vista Mortgage and Realty, Inc., to correct these mistakes, is effective on **August 14, 1989**, and in all other respects confirms the former Declaration of Annexation.

EXECUTED this **10**th day of **November**, 1989.

THE RYLAND GROUP, INC.  

LAKE OLYMPIA DEVELOPMENT, N.V.,  
A NETHERLAND ANTILLES CORPORATION  
d/b/a LAKE OLYMPIA DEVELOPMENT

BY:  
NAME:  
TITLE:  

VISTA MORTGAGE AND REALTY, INC.

BY:  
NAME:  
TITLE:  

THE STATE OF TEXAS $  

COUNTY OF FORT BEND $  

This instrument was acknowledged before me on the **37th** day of **November**, 1989, by Andrew Choy, President of LAKE OLYMPIA DEVELOPMENT, N.V., d/b/a LAKE OLYMPIA DEVELOPMENT, on behalf of said corporation.

**BRENDA HARRIS**  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: Brenda Harris  
MY COMMISSION EXPIRES: 4/23/91
THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the ___ day of ___ month, 1989, by ___ (Signature) of VISTA MORTGAGE AND REALTY, INC., on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS
NAME: ___ (Signature) ___
MY COMMISSION EXPIRES: ___ ___ ___

C49893.042(2)lad

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the ___ day of ___ month, 1989, by ___ (Signature) of THE RYLAND GROUP, INC., on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS
NAME: ___ (Signature) ___
MY COMMISSION EXPIRES: ___ ___ ___

LINDA APPLINT, Notary Public
My Commission Expires 2/15/91

Return To: Lake Olympia Development
2700 Lake Olympia Pkwy
Houston, City, Texas 77457
-7-
DECLARATION OF ANNEXATION

OYSTER CREEK PLACE AT
LAKE OLYMPIA SECTION FIVE

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT, N.V., a Netherland Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant") and VISTA MORTGAGE AND REALTY, INC. ("Vista").

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

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

WHEREAS, as contemplated by the Declaration in Article IX, Section 3 thereof, Declarant now desires to annex a subdivision owned by Vista more particularly described on Exhibit "B" which is attached hereto and incorporated herein by reference for all purposes, which subdivision is to be known as OYSTER CREEK PLACE at Lake Olympia Section Five (the "Subdivision") and with the joinder of Vista to impose upon the property constituting the
Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

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

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

   Lots One (1) through Fifteen (15), inclusive in Block One (1), and Lots One (1) through Twenty (20) in Block Two (2), inclusive in Block Two (2), all in Oyster Creek Place at Lake Olympia Section Five, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 1091A in the Plat Records of Fort Bend County, Texas.

2. The first sentence of Article III, Section 9(b), "Rates of Assessment" is hereby amended to the following extent and to the following extent only:

   (b) Anything herein to the contrary notwithstanding, the Assessment applicable to any Lot owned by a Builder upon which no Living Unit has been fully constructed and any Lot owned by Declarant or Vista Mortgage and Realty, Inc., shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Assessment.

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

-2-
(a) Plans for landscaping, except where they might affect existing trees on the lot, and lighting of a particular lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or owner of such lot is ready, or is obligated, to proceed with installation of landscaping and lighting;

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems, or installations, but shall include any details of any exterior mechanical, electrical, and plumbing structures;

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed living unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such lot, comply with, and follow, such partial preliminary site plan;

(d) All plans, submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show, but not be limited to, the location of the proposed foundation or slab upon each lot. The Architectural Control Committee shall have the right to require that: (i) the slab or foundation be of pier and beam or pier and slab construction, (ii) a tree preservation plan be provided, and/or (iii) adjustments be made in the location, height and extent of improvements, to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the lot or within the subdivision.

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

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

Section 6. Frontage. All improvements shall be constructed on lots so as to front the street upon which the lot faces. A corner lot shall be deemed to face towards the street which is the furthest from the building setback line for such lot. The front exterior wall of a dwelling will be constructed so as to lie either parallel to the street upon which the lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.
Section 7. Size. Each Living Unit constructed upon a
lot within the Subdivision shall contain not less than 1,500
square feet of living area, if a one story Living Unit and
not less than 2,000 square feet of living area, if a one and
two-story or two and one-half story Living Unit. All computations of living area shall be exclusive of
opened or screened porches, terraces, patios, driveways,
garages, servant's quarters and greenhouses. Measurements
shall be to the face of the outermost exterior walls of the
living area.

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

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

Section 27. Exceptions. For purposes of this Section
27 only, "Declarant" shall mean Vista, its successors and
assigns and such rights granted to the Declarant pursuant to
this Section, shall only extend to the Subdivision being
annexed hereby; moreover, such rights shall not include, nor
shall same impair or diminish, actions or approvals of the
Architectural Control Committee.

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

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

Section 34. Tree Preservation. The following shall
apply to all lots containing existing trees:

(a) For the purposes of the restrictions the term
"Tree" shall mean those existing that are more than six
(6) inches in diameter and a height of five (5) feet
from the existing ground.

(b) Every effort must be made to locate all
improvements, drives, trenches and other structures to
be placed upon the lot in such a way as to minimize the number of trees which must be cut or removed.

(c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements, including, houses, garages, driveways, walkways, patios, decks, and any other improvements, structure or facility to be placed upon the lot shall be submitted to and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction of any improvements on the lot.

(e) The Architectural Control Committee shall have the right to require the installation of tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damage to Trees due to construction or improvements to be placed on the lot.

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

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

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

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

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

EXECUTED this 25th day of November, 1990

LAKE OLYMPIA DEVELOPMENT, N.V.,
A NETHERLAND ANTILLES CORPORATION
d/b/a LAKE OLYMPIA DEVELOPMENT

Return To:
Lake Olympia Development
2700 Lake Olympia Parkway
Missouri City, Texas 77459

NAME: Andrew Chad
TITLE: Managing Director
VISTA MORTGAGE AND REALTY, INC.

BY: ____________________________
NAME: ____________________________
TITLE: ____________________________

THE STATE OF TEXAS $%

COUNTY OF FORT BEND $%

This instrument was acknowledged before me on the 21st day of November, 1994, by Andrew Clay,
Assistant Examiner of Lake Olympia Development, N.V.,
0/1/3 Lake Olympia Development, on behalf of said corporation.

[Signature]

NOTARY PUBLIC, STATE OF TEXAS
NAME: Donna E. Lavender
MY COMMISSION EXPIRES: 1/30/95

THE STATE OF TEXAS $%

COUNTY OF FORT BEND $%

This instrument was acknowledged before me on the 15th day of November, 1994, by Andrew Clay,
Vista Mortgage and Realty, Inc., on behalf of said Corporation.

[Signature]

NOTARY PUBLIC, STATE OF TEXAS
NAME: Donna E. Lavender
MY COMMISSION EXPIRES: 1/30/95

049016.013(11)1nd
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) FT 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 HITS AND POCKETS FOR STREET TREE PLANTINGS.

2. QUALITY ASSURANCE
   A. CONTRACTOR QUALIFICATIONS; MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
   B. REFERENCE STANDARDS; AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN); HORTICULTURAL STANDARDS, 1973.
   C. SOURCE CONTROL: DO NOT MAKE SUBSTITUTIONS.

3. SUBMITTALS
   SUBMIT MANUFACTURER’S OR VENDOR’S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS AND FERTILIZER MATERIALS.

4. PRODUCT SPECIFICATIONS AND HANDLING
   A. SEE CHART ‘AA’ FOR TREE TYPES AND LOCATIONS.
      ALL TREES WILL BE CONTAINER GROWN TREES 2 1/2" CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
   B. DELIVERY:
      1. DELIVER PLANTS WITH LEGIBLE I.D. LABELS ON EXAMPLE PLANTS.
      2. DELIVER FERTILIZER, PEAT, MULCH AND ALL OTHER SOIL AMENDMENTS TO SITE IN ORIGINAL UNOPENED CONTAINERS BEARING MANUFACTURER’S GUARANTEED ANALYSIS.
   C. STORAGE:
      1. PROTECT ROOTS OF TREES FROM DRYING OR OTHER INJURY.

5. JOB CONDITIONS
   BEFORE EXCAVATIONS ARE MADE, TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING TURF AREAS.

6. GUARANTEE
   A. GUARANTEE NEW TREES FOR ONE YEAR AFTER ACCEPTANCE OF FINAL INSTALLATION.
   B. MAKE REPLACEMENT DURING ONE YEAR GUARANTEE PERIOD WITH ORIGINAL SIZE AND PLANTING MIXTURE.
C. Maintain after each item is planted and continue until installation is completed and accepted: weeding, watering, pruning, spraying, fertilizing

PART 2 - PRODUCTS

1. MATERIALS

A. Plant Materials:

1. True to botanical and common name and variety.

2. Free from disease, insects, knots, sunscald, windburn, abrasions or disfigurement.

3. Conform to measurements indicated after pruning with branches in normal position.

4. Conform to AAN standards.

B. Topsoil: Natural, fertile and friable soils having textural classifications of silt or clay loam without admixture or subsoil material. It shall contain a normal amount of decomposed organic matter and shall be free of stones, nutgrass or other foreign matter or grasses.

C. Commercial Fertilizer: complete fertilizer derived from organic sources, bearing the manufacturer's statement of analysis and guarantee that it meets the following requirements:

1. Loose commercial fertilizer shall be 12-24-12 granular. Thoroughly mix 1/2 lb. per c.y. of planting mix.

2. Fertilizer tablets shall be 21 gram Agriform planting tablets with analysis: 20-10-5 or manufactured by Sierra Chemical Co. or equal. Place 1 tablet per 1/2 cal. and tablets evenly around rootball.

D. Pre-Emergence Herbicide: Dacthal according to AAN standards.

E. Mulch:

1. Peat moss - Domestic product consisting of 98% partially decomposed organic material of natural occurrence. It shall be clean and free of foreign substance.

2. Wood Bark - Natural product of shredded southern pine bark free from weeds, 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.


2. Mixes

A. Planting Mixture

1. Topsoil: Two Parts

2. Peat: One Part

3. Sand: One Part

PART 3 - EXECUTION
1. INSPECTION
   A. INSPECT TREES FOR INJURY, INSECT INFESTATION AND IMPROPER PRUNING.
   B. DO NOT BEGIN PLANTING OR WRAPPING OF TREES UNTIL DEFICIENCIES ARE CORRECTED OR TREES REPLACED.

2. FIELD MEASUREMENTS
   A. STAKE LOCATIONS OF TREES.

3. EXCAVATION FOR PLANTING
   A. DIG IN CIRCULAR SHAPE WITH VERTICAL SIDES AT LEAST 12" LARGER IN DIAMETER THAN PLANT BALL AND DEEP ENOUGH BELOW ADJACENT GRADE OR CURB TO ACCOMMODATE BALL PLUS AT LEAST 6" MORE. THOROUGHLY LOOSEN NATURAL BOTTOM OF PIT.
   B. OBSTRUCTIONS BELOW GROUND:
      1. REMOVE ROCK OR UNDERGROUND OBSTRUCTIONS TO DEPTH NECESSARY TO PERMIT PLANTING.
      2. AVOID DAMAGING UNDERGROUND UTILITY LINES.
      3. REPAIR DAMAGE TO EXISTING UTILITIES.

4. GENERAL PREPARATION/PLANTING
   A. PLACE PLANTING MIXTURE IN BOTTOM OF EACH PIT SUFFICIENTLY DEEP TO SUPPORT TREE SO THAT FINISH GRADE AT THE PLANT WILL BE SAME AS THAT WHICH IT WAS GROWN. CENTER TREE IN PIT WITH PROPER ORIENTATION. ALL TREES SHALL BE PLACED STRAIGHT AND UPRIGHT. FILLING: USING PLANTING MIXTURE, FILL ALL POCKETS.
   B. APPLY MANUFACTURER'S RECOMMENDED RATE OF PRE-EMERGENCE HERBICIDE AND ROOT ACTIVATOR.
   C. APPLY 2" MULCH TOP DRESSING.
   D. THOROUGHLY WATER TREES.
   E. BUILD 2" SAUCER AROUND TREES TO FORM WATER BASIN.
   F. FOR BALLED AND BURLAPPED TREES:
      1. PLACE WITH BURLAP INTACT - REMOVE TOP 1/3 OF BURLAP.
      2. DO NOT PULL BURLAP FROM BALL.
      3. DO NOT PLANT IF BALL IS CRACKED OR BROKEN.
   G. GUY TREES 2 1/2 CALIPER AND OVER.
   H. PRUNING: UPON COMPLETION OF PLANTING, PRUNE ALL TREES, REMOVE DEAD OR INJURED TWIGS AND SUCKERS. MAKE ALL CUTS FLUSH, LEAVING NO STUDS. TREAT LARGER CUTS WITH APPROVED TREE PAINT.
   I. WATERING:
      1. WATER WHEN SOIL MOISTURE IS BELOW OPTIMUM LEVEL FOR BEST PLANT GROWTH.
      2. WATER TWICE A WEEK DURING INITIAL DRY WEATHER.

5. CLEAN-UP
   REMOVE ANY SOIL, PEAT MOSS OR SIMILAR MATERIAL FROM PAVED AREAS, WALKS, ETC. REMOVE ALL EXCESS MATERIAL AND DEBRIS RESULTING FROM OPERATION OF STREET TREE PLANTING.
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>MYRTLE LANE</td>
<td>PECAN</td>
<td>CARYA ILLINOENSIS</td>
</tr>
</tbody>
</table>

STATE OF TEXAS
COUNTY OF FORT BEND

The foregoing was recorded in the Official Records of Fort Bend County, Texas, Document No. [redacted].

Date: 11 Dec 1991

[Signature]
County Clerk, Fort Bend Co., Tex.
CORRECTED DECLARATION OF ANNEXATION

OYSTER CREEK VILLAGE AT
LAKE OLYMPIA SECTION ONE

8960556
THE STATE OF TEXAS §
§
COUNTY OF PORT BEND §

THIS CORRECTED DECLARATION OF ANNEXATION is made by LAKE
OLYMPIA DEVELOPMENT, N.V., a Netherland Antilles corporation,
doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION
("Declarant") and VISTA MORTGAGE AND REALTY, INC. ("Vista").

WITNESSETH:

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

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

WHEREAS, as contemplated by the Declaration in Article IX,
Section 3 thereof, Declarant now desires to annex a subdivision
owned by Vista more particularly described on Exhibit "D" which
is attached hereto and incorporated herein by reference for all
purposes, which subdivision is to be known as OYSTER CREEK
VILLAGE at Lake Olympia Section One (the "Subdivision") and with
the joinder of Vista to impose upon the property constituting the
Subdivision, the covenants, conditions and restrictions described in the Declaration, except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

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

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

   Lots One (1) through Seven (7), inclusive in Block One (1) and Lots One (1) through Twenty-three (23), inclusive in Block Two (2), all in Oyster Creek Village at Lake Olympia Section One, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 99540 in the Plat Records of Fort Bend County, Texas.

2. The first sentence of Article III, Section 9(b), "Rates of Assessment" is hereby amended to the following extent and to the following extent only:

   (b) Anything herein to the contrary notwithstanding, the Assessment applicable to any Lot owned by a Builder upon which no Living Unit has been fully constructed and any Lot owned by Declarant or Vista Mortgage and Realty, Inc., shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Assessment.

3. Article V, Section 4, "Approval of Plans" is hereby amended to the following extent and to the following extent only:
(a) Plans for landscaping, except where they might affect existing trees on the Lot, and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems, or installations, but shall include any details of any exterior mechanical, electrical, and plumbing structures;

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan;

(d) All plans, submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show, but not be limited to, the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that: (i) the slab or foundation be of pier and beam or pier and slab construction, (ii) a tree preservation plan be provided, and/or (iii) adjustments be made in the location, height and extent of improvements, to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

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

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

Section 6. Frontage. All improvements shall be constructed on Lots so as to face the street upon which the Lot faces. A corner Lot shall be deemed to face towards the street which is the furthest from the building setback line for such Lot. The front exterior wall of a dwelling will be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.
Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,900 square feet of living area, if a one story Living Unit and not less than 2,400 square feet of living area, if a one and one-half story, two story or two and one-half story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and greenhouses. Measurements shall be to the face of the outermost exterior walls of the living area.

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

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

Section 17. Exceptions. For purposes of this Section 27 only, "Declarant" shall mean Vista, its successors and assigns and such rights granted to the Declarant pursuant to this Section shall only extend to the Subdivision being annexed hereby; moreover, such rights shall not include, nor shall same impair or diminish, actions or approvals of the Architectural Control Committee.

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

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

Section 34. Tree Preservation. The following shall apply to all Lots containing existing trees:

(a) For the purposes of the restrictions the term "Tree" shall mean those existing that are more than six (6) inches in diameter and a height of five (5) feet from the existing ground.

(b) Every effort must be made to locate all improvements, drives, trenches and other structures to
be placed upon the Lot in such a way as to minimize the number of Trees which must be cut or removed.

(c) A site plan reflecting the location of all existing Trees and their species, and the proposed location of all improvements, including, houses, garages, driveways, walkways, patios, decks, and any other improvements, structure or facility to be placed upon the Lot shall be submitted to and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing Trees during construction and as a result of proposed improvements shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction of any improvements on the Lot.

(e) The Architectural Control Committee shall have the right to require the installation of tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damage to Trees due to construction or improvements to be placed on the Lot.

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

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

7. By execution hereof, the Lot Owners agree to immediately cause Oyster Creek Place Association, a Texas nonprofit corporation, to either be, at the option of Declarant, dissolved or merged into Lake Olympia Civic Association.

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

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

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

11. This Declaration of Annexation is made in place of and to correct that certain Declaration of Annexation executed by
Lake Olympia Development, N.V., and Vista Mortgage and Realty, Inc., dated August 16, 1989 and recorded in Volume 2145, Page 2005 of the Official Records of Fort Bend County, Texas. By mistake, that Declaration of Annexation inadvertently omitted the paragraphs now set forth as Paragraphs 2 and 6 hereof. This Corrected Declaration of Annexation is made by Lake Olympia Development, N.V., and Vista Mortgage and Realty, Inc., to correct these mistakes, is effective on August 16, 1989, and in all other respects confirms the former Declaration of Annexation.

EXECUTED this 16th day of November, 1989.

LAKE OLYMPIA DEVELOPMENT, N.V.,
A NETHERLAND ANTILLES CORPORATION
c/d/a LAKE OLYMPIA DEVELOPMENT

BY:
NAME: Andrew Choy
TITLE: President

VISTA MORTGAGE AND REALTY, INC.

BY:
NAME: Thomas J. Turner, Jr.
TITLE: Vice President

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 30th day of November, 1989, by Andrew Choy, President of LAKE OLYMPIA DEVELOPMENT, N.V., a/k/a LAKE OLYMPIA DEVELOPMENT, on behalf of said corporation.

Brenda Harris
Notary Public, State of Texas
My Commission Expires 6/23/91

-6-
THE STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on the __________ day of __________, 1989, by ________, __________________ of VISTA MORTGAGE AND REALTY, INC., on behalf of said corporation.

[Signature]

NOTARY PUBLIC, STATE OF TEXAS
NAME: ________________________________
MY COMMISSION EXPIRES: ____________
CORRECTED
DECLARATION OF ANNEXATION

OYSTER CREEK VILLAGE AT
LAKE OLYMPIA SECTION FOUR

THE STATE OF TEXAS  X

COUNTY OF FORT BEND  X

THIS CORRECTED DECLARATION OF ANNEXATION is made by LAKE OLYMPIA
DEVELOPMENT, N.V., a Netherland Antilles corporation, doing business as LAKE
OLYMPIA DEVELOPMENT CORPORATION ("Declarant") and VISTA MORTGAGE AND REALTY, INC.
("Vista").

W.I.T.N.E.S.S.E.T.H.

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

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

WHEREAS, as contemplated by the Declaration in Article IX, Section 3
thereof, Declarant now desires to annex a subdivision owned by Vista more
particularly described on Exhibit "D" which is attached hereto and incorporated
herein by reference for all purposes, which subdivision is to be known as OYSTER
CREEK VILLAGE at Lake Olympia Section Four (the "Subdivision") and with the
former of Vista to impose upon the property constituting the Subdivision, the
covenants, conditions and restrictions described in the Declaration, except to
the extent that the same are modified or amended herein, all as a part of
Declarant's uniform plan or scheme for development of the Property.
NOW, THEREFORE, the Declarant and Vista hereby declare that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall run with the property constituting the Subdivision and shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

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

   Lots One (1) through Twelve (12), inclusive in Block One (1), all in Oyster Creek Village at Lake Olympia Section Four, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 10003A in the Plat Records of Fort Bend County, Texas.

2. The first sentence of Article III, Section 9(h), "Rates of Assessment" is hereby amended to the following extent and to the following extent only:

   (b) Anything herein to the contrary notwithstanding, the Assessment applicable to any Lot owned by a Builder upon which no Living Unit has been fully constructed and any Lot owned by Declarant or Vista Mortgage and Realty, Inc., shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Assessment.

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

   (a) Plans for landscaping, except where they might affect existing trees on the Lot, and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;

   (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems, or installations, but shall include any details of any exterior mechanical, electrical, and plumbing structures;

   (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, complies with, and follows, such partial preliminary site plan;
(d) All plans, submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show, but not be limited to, the location of the proposed foundation or slab upon each lot. The Architectural Control Committee shall have the right to require that: (i) the slab or foundation be of pier and beam or pier and slab construction, (ii) a tree preservation plan be provided, and/or (iii) adjustments be made in the location, height and extent of improvements, to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the lot or within the subdivision.

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

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

Section 3. Frontage. All improvements shall be constructed on lots so as to front the street upon which the lot faces. A corner lot shall be deemed to face towards the street which is the furthest from the building setback line for such lot. The front exterior wall of a dwelling will be constructed so as to be either parallel to the street upon which the lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.

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

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

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

Section 27. Exclusions. For purposes of this Section 27 only, "Declarant" shall mean Vista, its successors and assigns and such rights granted to the Declarant pursuant to this Section shall only extend to the Subdivision being annexed hereunder; moreover, such rights shall not include, nor shall same impair or diminish, actions or approvals of the Architectural Control Committee.

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

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

Section 34. Tree Preservation. The following shall apply to all lots containing existing trees:

(a) For the purposes of the restrictions the term "tree" shall mean those existing that are more than six (6) inches in diameter and a height of five (5) feet from the existing ground.

(b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the lot in such a way as to minimize the number of trees which must be cut or removed.

(c) A site plan reflecting the location of all existing Trees and their species, and the proposed location of all improvements, including houses, garages, driveways, walkways, patios, decks, and any other improvements, structure or facility to be placed upon the Lot shall be submitted to and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing Trees during construction and as a result of proposed improvements shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction of any improvements on the Lot.

(e) The Architectural Control Committee shall have the right to require the installation of tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damage to Trees due to construction or improvements to be placed on the Lot.

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

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

7. By execution hereof, the Lot Owners agree to immediately cause Oyster Creek Place Association, a Texas nonprofit corporation, to either be, at the option of Declarant, dissolved or merged into Lake Olympia Civic Association.
8. The Declaration is further amended by substitution of the Exhibits "E" and "F", which are attached hereto and incorporated herein by reference for all purposes for the Exhibits "E" and "F" which are attached to the Declaration.

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

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

11. This Declaration of Annexation is made in place of and to correct that certain Declaration of Annexation executed by Lake Olympia Development, N.V. and Vista Mortgage and Realty, Inc. dated November 16, 1989 and recorded in Volume 2172, Page 2059 of the Official Records of Fort Bend County, Texas. By mistake that Declaration of Annexation inadvertently contained incorrect shingle weight in Section 8. Roofing Material and additionally incorrectly omitted attached garage in Section 9. Garages. This Corrected Declaration of Annexation is made by Lake Olympia Development, N.V. to correct these mistakes, is effective on November 16, 1989, and in all other respects confirms the former Declaration of Annexation.
EXECUTED this 20th day of May, 1994.

LAKE OLYMPIA DEVELOPMENT, N.V.,
A NETHERLAND ANTILLES CORPORATION
d/b/a LAKE OLYMPIA DEVELOPMENT

BY: ANDREW CHOW
NAME: ANDREW CHOW
TITLE: PRESIDENT

THE STATE OF TEXAS

COUNTY OF FORT BELT

This instrument was acknowledged before me on the 20th day of
May, 1994, by ANDREW CHOW, PRESIDENT
of LAKE OLYMPIA DEVELOPMENT, N.V., d/b/a LAKE OLYMPIA DEVELOPMENT, on behalf of
said corporation.

DONNA E. RAMIREZ
NOTARY PUBLIC, STATE OF TEXAS
NAME: DONNA E. RAMIREZ
MY COMMISSION EXPIRES

NOTICE TO: LAKE OLYMPIA DEVELOPMENT INC
2 200 LAKE OLYMPIA PLACE
Humble City, Texas 77346
DECLARATION OF ANNEXATION

OF

PALMER PLANTATION AT LAKE OLYMPIA, SECTION TWO

THE STATE OF TEXAS §
COUNTY OF HARRIS §

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

WITNESS:

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

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

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

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

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

   Lots One (1) through Three (3), inclusive in Block One (1); Lots One (1) through Ten (10), inclusive, in Block Two (2); Lots One (1) through Forty-Five (45), inclusive, in Block Three (3), and Lots One (1) through Fourteen (14), inclusive, in Block Four (4), all in Palmer Plantation at Lake Olympia Section Two, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded on Slide No. 891R in the Plat Records of Fort Bend County, Texas.

2. Article III, Section 12, "Commencement of Assessments" is hereby amended to read as follows:

   Section 12. Commencement of Assessments. Until further action of the Board, there is hereby assessed against each lot in the Subdivision an assessment of Three Hundred and No/100 Dollars ($300.00) per lot for the year 1986, and Three Hundred Twenty-Four and No/100 Dollars ($324.00) per lot for the year 1987 and thereafter, subject to the further action of the Board. The assessment for the year 1986 shall commence and become effective and shall be due and payable in full on January 1, 1986. The assessment for the year 1987 and each year thereafter shall become due and payable on the first day of January of each year unless and until the Board provides otherwise.
3. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.

4. Article VIII, Section 29 is deleted in its entirety.

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

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

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 23rd day of March, 1987.

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

BY: [Signature]

ANDREW CHOW, President

THE STATE OF TEXAS ¶
COUNTY OF FORT BEND ¶

This instrument was acknowledged before me on this the 23rd day of March, 1987 by ANDREW CHOW, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.

ENOLA GERTSON
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: ENOLA GERTSON
MY COMMISSION EXPIRES: 09/22/90

038701.042(1) ja

Return to Lake Olympia Dev.
573 Lake Olympia Pkwy.
Missouri City, TX 77459
CORRECTED
DECLARATION OF ANNEXATION
FOR
PARKVIEW VILLAGE AT LAKE OLYMPIA
SECTION ONE

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

WITNESSETH:

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

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

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

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

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

Lots One (1) through Twelve (12), inclusive in Block One (1); Lots One (1) through Seventeen (17), inclusive in Block Two (2); and Lots One (1) through Thirty-five (35), inclusive in Block Three (3); and all in Parkview Village at Lake Olympia, Section One (1), a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 1039 A&B in the Plat Records of Fort Bend County, Texas.

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

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

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

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

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures;

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
(d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the lot and/or that a tree preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the lot or within the subdivision.

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

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

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

Section 7, Size. Each living Unit constructed upon a Lot within the Subdivision shall contain not less than 2,000 square feet and not more than 5,400 square feet of living area if a one-story Living Unit and not less than 2,400 square feet and not more than 4,000 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

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

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

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

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

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

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

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

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

(b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.

(c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fills and any other improvement, structure or facility to be placed upon the Lot shall be submitted and shall require the approval by the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.

(e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

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

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

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

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

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

10. This Declaration of Annexation is made in place of and to correct that certain Declaration of Annexation executed by Lake Olympia Development, N.V., dated April 4, 1990, and recorded in Volume 2201, Page 543 of the Official Records of Fort Bend County, Texas. By mistake that Declaration of Annexation inadvertently contained incorrect minimum living area in Section 7. This Corrected Declaration of Annexation is made by Lake Olympia Development, N.V., to correct these mistakes, is effective on April 4, 1990, and in all other respects confirms the former Declaration of Annexation.
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this ___ day of NOVEMBER, 1991.

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

BY:
ANDREW CHOY, President

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

ACKNOWLEDGED BY:____________________
JAMES H. WILSON, Manager

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the ___ day of NOVEMBER, 1991 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.

DONALD R. RAMIREZ
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: DONALD R. RAMIREZ
MY COMMISSION EXPIRES: __________

Return To:
Lake Olympia Development
2700 Lake Olympia Parkway
Missouri City, Texas 77459
STREET TREE PLANTING
EXHIBIT "F"

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

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

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES ARE REMOVED OR DIE. THE ARCHITECTURAL REVIEW COMMITTEE DOES RESERVE THE RIGHT TO REQUIRE STREETS ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

PART 1 - GENERAL

1. DESCRIPTION OF WORK
   A. PREPARING PITS AND HOJECTS FOR STREET TREE PLANTINGS.

2. QUALITY ASSURANCE
   A. CONTRACTOR QUALIFICATIONS: MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
   B. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN); HORTICULTURAL HORTICULTURAL STANDARDS, 1973.
   C. SOURCE CONTROL: DO NOT MAKE SUBSTITUTIONS.

3. SUBMITTALS
   SUBMIT MANUFACTURER'S OR VENDOR'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS AND FERTILIZER MATERIALS.

4. PRODUCT SPECIFICATIONS AND HANDLING
   A. SEE CHART 'AA' FOR TREE TYPES AND LOCATIONS.
      ALL TREES WILL BE CONTAINER GROWN TREES 2 1/2 CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
   B. DELIVERY:
      1. DELIVER PLANTS WITH LEGIBLE I.D. LABELS ON EXAMPLE PLANTS.
      2. DELIVER FERTILIZER, PEAT, MULCH AND ALL OTHER SOIL AMENDMENTS TO SITE IN ORIGINAL UNOPENED CONTAINERS BEARING MANUFACTURER'S GUARANTEED ANALYSIS
   C. STORAGE:
      1. PROTECT ROOTS OF TREES FROM DRYING OR OTHER INJURY.

5. JOB CONDITIONS
   BEFORE EXCAVATIONS ARE MADE, TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING TURF AREAS.

6. GUARANTEE
   A. GUARANTEE NEW TREES FOR ONE YEAR AFTER ACCEPTANCE OF FINAL INSTALLATION.
   B. MAKE REPLACEMENT DURING ONE YEAR GUARANTEE PERIOD WITH ORIGINAL SIZE AND PLANTING MIXTURE.
C. Maintain after each item is planted and continue until installation is completed and accepted:
Weeding, watering, pruning, spraying, fertilizing.

PART 2 - PRODUCTS

1. MATERIALS

A. PLANT MATERIALS:
   1. True to botanical and common name and variety.
   2. Free from disease, insects, knots, sunscald, windburn, abrasions or disfigurement.
   3. Conform to measurements indicated after pruning with branches in normal position.
   4. Conform to AAN standards.

B. TOPSOIL: Natural, fertile and friable soils having textural classifications of silt or clay loam without admixture or subsoil material. It shall contain a normal amount of decomposed organic matter and shall be free of stones, nutgrass or other foreign matter or grasses.

C. COMMERCIAL FERTILIZER: Complete fertilizer derived from organic sources, bearing the manufacturer's statement of analysis and guarantee that it meets the following requirements:
   1. Loose commercial fertilizer shall be 12-24-12 granular. Thorougly mix 1/2 lb. per c.y. of planting mix.
   2. Fertilizer tablets shall be 21 gram Agriform planting tablets with analysis: 20-10-5 as manufactured by Sierra Chemical Co. or equal. Place 1 tablet per 1/2 cal. and tablets evenly around rootball.

D. PRE-Emergence Herbicide: Dacthal according to AAN standards.

E. MULCH:
   1. Peat moss - domestic product consisting of 98% partially decomposed organic material of natural occurrence. It shall be clean and free of foreign substance.
   2. Wood bark - natural product of shredded southern pine bark, free from week, seed, soil, diseases and insects.

F. ROOT ACTIVATOR: Carl Pool Root Activator.

G. GUING 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
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHAPEL LANE</td>
<td>CEDAR ELM</td>
<td>ULMUS CRRASSIFOLIA</td>
</tr>
<tr>
<td>KITTY HOLLOW DRIVE</td>
<td>WATER OAK</td>
<td>QUERCUS HIGRA</td>
</tr>
</tbody>
</table>
DECLARATION OF ANNEXATION

FOR

PARVIEUX VILLAGE AT LAKE OLYMPIA

SECTION TWO

THE STATE OF TEXAS
COUNTY OF 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").

WITNESS ETH:

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

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

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

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

1. The subdivision shall constitute, and the restrictions, covenants and conditions
   of this declaration of annexation shall only cover and affect the following described
   property:

   Lots One (1) through Thirty (30), inclusive in Block One (1); Lots One (1) through
   Twenty (20), inclusive in Block Two (2); and Lots One (1) through Twenty One (21),
   inclusive in Block Three (3); and Lots One (1) through Six (6) inclusive in Block
   Four (4); and Lots One (1) and Two (2) inclusive in Block Five (5); and all in
   Parkview Village at Lake Olympia, Section Two (2), a subdivision in Fort Bend
   County, Texas according to the map or plat thereof, recorded on slide No. 1159
   A & B in the plat records of Fort Bend County, Texas.

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

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

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

   (a) Plans for landscaping and lighting of a particular lot need not be submitted
       to the architectural control committee for approval until such time as the
       buyer or owner of such lot is ready, or is obligated, to proceed with
       installation of landscaping and lighting;

   (b) The final working plans and specifications need not include details of
       interior mechanical, electrical and plumbing fixtures, systems or
       installations, but shall include details of any exterior mechanical,
       electrical and plumbing structures; and

   (c) In the case of a builder, the architectural control committee may approve a
       partial preliminary site plan which reflects the exterior elevation, size and
       configuration of the proposed living unit and ancillary buildings, and
       reasonably identifies and describes all exterior colors and materials,
       provided that the actual preliminary plan, and final plan, for such lot,
       comply with, and follow, such partial preliminary site plan.

   (d) All plans submitted to the architectural control committee, including partial,
       preliminary and final plans shall show the location of the proposed foundation
       or slab upon each lot. The architectural control committee shall have the
       right to require that the slab or foundation be located within the lot and/or
       that a tree preservation technology be used to the extent that the
       architectural control committee believes that this may help to preserve the
       maximum number of trees upon the lot or within the subdivision.
4. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any lot other than: (i) one detached single-family dwelling, which shall not exceed ten 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 be 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 said greenhouse. No carport (which shall not include porte-cochères) shall be allowed on any lot unless specifically approved in writing by the Architectural Control Committee.

Section 3. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.

Section 4. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 2,000 square feet and not more than 3,000 square feet of living area if a one-story Living Unit and not less than 2,400 square feet and not more than 3,800 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of garages, front porches, terraces, balconies, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 6. 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 7. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached or enclosed garage, but no 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 which will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall be open to the front of the lot unless specifically approved in writing by the Architectural Control Committee. The front of garages facing the front of the lot shall be no closer than 25 ft. to the front building line but no case shall be no case shall it be closer than 25 ft. to the front of the building unless specifically approved in writing by the Architectural Control Committee.

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

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

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

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

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

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

(b) Every effort must be made to locate all improvements, driveways, trenches and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.

(c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvement, structure or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.

(e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

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

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

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

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

9. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 12th day of December, 1991.

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

BY:

ANDREW CRAY, President

ACKNOWLEDGED BY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BY:

JAMES M. WILSON, Manager

THE STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 12th day of December, 1991 by ANDREW CRAY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.

DONNA E. RAMIREZ
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: DONNA E. RAMIREZ
MY COMMISSION EXPIRES: NOVEMBER 9, 1992

THE STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 12th day of December, 1991 by JAMES M. WILSON, Manager of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on behalf of said

DUNA E. RAMIREZ
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME:
MY COMMISSION EXPIRES:

RETURN TO: LAKE OLYMPIA FARWAY
2700 LAKE OLYMPIA FARWAY
MISSOURI CITY, TEXAS 77459
STREET TREE PLANTING
EXHIBIT "F"

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

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

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES ARE REMOVED OR DIE. THE ARCHITECTURAL REVIEW COMMITTEE DOES RESERVE THE RIGHT TO REQUIRE TREES ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

PART 1 - GENERAL

1. DESCRIPTION OF WORK
   A. PREPARING PITS AND POCKETS FOR STREET TREE PLANTINGS.

2. QUALITY ASSURANCE
   A. CONTRACTOR QUALIFICATIONS: MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
   B. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN); HORTICULTURAL HORTICULTURAL STANDARDS, 1973.
   C. SOURCE CONTROL: DO NOT MAKE SUBSTITUTIONS.

3. SUBMITTALS
   SUBMIT MANUFACTURER'S OR VENDOR'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS AND FERTILIZER MATERIALS.

4. PRODUCT SPECIFICATIONS AND HANDLING
   A. SEE CHART 'AA' FOR TREE TYPES AND LOCATIONS.

   ALL TREES WILL BE CONTAINER GROWN TREES 2 1/2" CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
   B. DELIVERY:
      1. DELIVER PLANTS WITH LEGIBLE I.D. LABELS ON EXAMPLE PLANTS.
      2. DELIVER FERTILIZER, PEAT, MULCH AND ALL OTHER SOIL AMENDMENTS TO SITE IN ORIGINAL UNOPENED CONTAINERS BEARING MANUFACTURER'S GUARANTEED ANALYSIS.
   C. STORAGE:
      1. PROTECT ROOTS OF TREES FROM DRYING OR OTHER INJURY.

5. JOB CONDITIONS
   BEFORE EXCAVATIONS ARE MADE, TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING TURF AREAS.

6. GUARANTEE
   A. GUARANTEE NEW TREES FOR ONE YEAR AFTER ACCEPTANCE OF FINAL INSTALLATION.
   B. MAKE REPLACEMENT DURING ONE YEAR GUARANTEE PERIOD WITH ORIGINAL SIZE AND PLANTING MIXTURE.
C. MAINTAIN AFTER EACH ITEM IS PLANTED AND CONTINUE UNTIL INSTALLATION IS COMPLETED AND ACCEPTED; WEEDING, WATERING, PRUNING, SPRAYING, FERTILIZING

PART 2 - PRODUCTS

1. MATERIALS

A. PLANT MATERIALS:
   1. TRUE TO BOTANICAL AND COMMON NAME AND VARIETY.
   2. FREE FROM DISEASE, INSECTS, KNOTS, SUNSCALD, WINDBURN, ABRASIONS OR DISFIGUREMENT.
   3. CONFORM TO MEASUREMENTS INDICATED AFTER PRUNING WITH BRANCHES IN NORMAL POSITION.
   4. CONFORM TO AAN STANDARDS.

B. TOPSOIL: NATURAL, FERTILE AND FRIABLE SOILS HAVING TEXTURAL CLASSIFICATIONS OF SILT OR CLAY LOAM WITHOUT ADMIXTURE OR SUBSOIL MATERIAL. IT SHALL CONTAIN A NORMAL AMOUNT OF DECOMPOSED ORGANIC MATTER AND SHALL BE FREE OF STONES, NUTGRASS OR OTHER FOREIGN MATTER OR GRASSES.

C. COMMERCIAL FERTILIZER: COMPLETE FERTILIZER DERIVED FROM ORGANIC SOURCES, BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS AND GUARANTEE THAT IT MEETS THE FOLLOWING REQUIREMENTS:
   1. LOOSE COMMERCIAL FERTILIZER SHALL BE 12-24-12 GRANULAR, THOROUGHLY MIX 1/2 LB. PER CY. OF PLANTING MIX.
   2. FERTILIZER TABLETS SHALL BE 21 GRAM AGRIFORM PLANTING TABLETS WITH ANALYSIS: 20-10-5 AS MANUFACTURED BY SIERRA CHEMICAL CO. OR EQUAL. PLACE 1 TABLET PER 1/2 CAL. AND TABLETS EVENLY AROUND ROOTBALL.

D. PRE-EMERGENCE HERBICIDE: DACThAL ACCORDING TO AAN STANDARDS.

E. MULCH:
   1. PEAT MOSS - DOMESTIC PRODUCT CONSISTING OF 98% PARTIALLY DECOMPOSED ORGANIC MATERIAL OF NATURAL OCCURRENCE. IT SHALL BE CLEAN AND FREE OF FOREIGN SUBSTANCE.
   2. WOOD BARK - NATURAL PRODUCT OF SHREDDED SOUTHERN PINE BARK, FREE FROM WEEF, SEED, SOIL, DISEASES AND INSECTS.

F. ROOT ACTIVATOR: CARL POOL ROOT ACTIVATOR.

G. GUARDING AND STAKING MATERIAL: STAKES 120' APART, 3 - 2'X2' CEDAR DRIVE STAKES AT LEAST 12" INTO UNDISTURBED SOIL. 12" GALVANIZED STEEL GUY WIRE. 3/4" 2 PLY BLACK RUBBER HOSE.

H. TREE WOUND PAINT: APPROVED COMMERCIAL PRODUCT.

I. WATER: FREE OF OIL, ACIDS, ALKALI, SALT AND OTHER SUBSTANCES HARMFUL TO PLANT GROWTH. CONTRACTOR TO PROVIDE TEMPORARY HOSES. WATER FURNISHED ON SITE.

J. SAND: WASHED BUILDERS SAND.

2. MIXES

A. PLANTING MIXTURE
   1. TOPSOIL: TWO PARTS
   2. PEAT: ONE PART
   3. SAND: ONE PART

PART 3 - EXECUTION
1. INSPECTION
   A. INSPECT TREES FOR INJURY, INSECT INFESTATION AND IMPROPER PRUNING.
   B. DO NOT BEGIN PLANTING OR WRAPPING OF TREES UNTIL DEFICIENCIES ARE CORRECTED OR TREES REPLACED.

2. FIELD MEASUREMENTS
   A. STAKE LOCATIONS OF TREES.

3. EXCAVATION FOR PLANTING
   A. DIG IN CIRCULAR SHAPE WITH VERTICAL SIDES AT LEAST 12" LARGER IN DIAMETER THAN PLANT BALL AND DEEP ENOUGH BELOW ADJACENT GRADE OR CURB TO ACCOMMODATE BALL PLUS AT LEAST 6" MORE. THOROUGHLY LOSE 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 BALLELED 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.
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARKVIEW LANE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
<tr>
<td>MISTY HOLLOW DRIVE</td>
<td>CEDAR ELm</td>
<td>ULMUS CRASSIFOLIA</td>
</tr>
<tr>
<td>PARKVIEW CIRCUIT</td>
<td>GREEN ASH</td>
<td>FRAXINUS PENNSYLVANICA</td>
</tr>
<tr>
<td>MEADOW PARK CIRCLE</td>
<td>GREEN ASH</td>
<td>FRAXINUS PENNSYLVANICA</td>
</tr>
<tr>
<td>KITTY HOLLOW DRIVE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
</tbody>
</table>

STATE OF TEXAS
COUNTY OF FORT BEND

The above record was filed in the Office of the County Clerk at noon on the day on which this certificate was signed. The same record is recorded in the Official Records of the County Clerk at noon on the day on which this certificate was signed.

ULC 19 1991

[Signature]
County Clerk, Fort Bend Co., Tex.
DECLARATION OF ANNEXATION
OF OYSTER CREEK PLACE AT LAKE OLYMPIA SECTION FOUR

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") and LAKE OLYMPIA SALES & MANAGEMENT, a sole
proprietary.

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

WHEREAS, by virtue of a Declaration of Covenants, Conditions and
Restrictions recorded in Volume 1255 at Page 708 of the Deed Records of Fort Bend
County, Texas, Declarant has created, out of that portion of the Property which
is more particularly described in such Declaration, a subdivision known as PALM
PLANTATION AT LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the
covenants, conditions and restrictions described in the Declaration described
above (the Declaration and any and all amendments and supplements thereto being
hereinafter called the "Declaration");

WHEREAS, as contemplated by the Declaration in Article IX, Section 3
thereof, Declarant now desires to annex a subdivision owned by Lake Olympia Sales
& Management more particularly described on Exhibit "B" which is attached hereto
and incorporated herein by reference for all purposes, which subdivision is to be
known as OYSTER CREEK PLACE at Lake Olympia Section Four (the "Subdivision") and
will, with the joinder of Lake Olympia Sales & Management to impose upon the property
constituting the Subdivision, the covenants, conditions and restrictions
described in the Declaration, except to the extent that the same are modified or
amended herein, all as a part of Declarant's uniform plan or scheme for
development of the Property.
NOW, THEREFORE, the Declarant and Lake Olympia Sales & Management all of the
Subdivision shall be held, sold and conveyed subject to all of the easements,
restrictions, covenants and conditions described in the Declaration, which is
incorporated herein by reference for all purposes, except to the extent that the
Declaration is specifically amended herein, all of which easements, restrictions,
covenants and conditions shall run with the property constituting the Subdivision
and shall be binding upon any person or entity owning or claiming any right,
title or interest in or to any portion of the property constituting the
Subdivision, and their heirs, successors and assigns, and all of which shall
inure to the benefit of, and be enforceable by, Declarant and each owner (as
defined in the Declaration); provided, however, that the easements, restrictions,
covenants and conditions of the Declaration, so far as they affect the
Subdivision, are amended as follows:

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

Lots One (1) through Thirty-Three (33), inclusive in Block One (1), and
Lots One (1) through Twenty-Four (24) inclusive in Block Two (2), all in Oyster
Creek Place at Lake Olympia Section Four, a subdivision in Fort Bend County, Texas
according to the map or plat thereof, recorded on Slide No. 13728 in the Plat Records
of Fort Bend County, Texas.

2. The first sentence of Article III, Section 9(b), "Ratios of Assessment"
is hereby amended to the following extent and to the following extent only:

(b) Anything herein to the contrary notwithstanding, the Assessment
applicable to any Lot owned by a Builder upon which no Living Unit has been
fully constructed and any Lot owned by Declarant or Lake Olympia Sales &
Management, shall be fifty percent (50%) of the rate applicable to all other
Lots subject to such Assessment.

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

(a) Plans for landscaping, except where they might affect existing
trees on the Lot, and lighting of a particular Lot need not be submitted to
the Architectural Control Committee for approval until such time as the
Builder or Owner of such Lot is ready, or is obligated, to proceed with
installation of landscaping and lighting;

(b) The final working plans and specifications need not include
details of interior mechanical, electrical and plumbing fixtures, systems,
or installations, but shall include any details of any exterior mechanical,
daterials, 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, sizes, and configuration of the proposed Living Unit and ancillary
buildings, and reasonably identifies and describes all exterior colors and
materials, provided that the actual preliminary plan, and final plan, for
such Lot, comply with, and follow, such partial preliminary site plan.
(d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show, but not be limited to, the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that: (i) the slab or foundation be of pier and beam or pier and slab construction, (ii) a tree preservation plan be provided, and/or (iii) adjustments be made in the location, height and extent of improvements, to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

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

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

Section 3. Frontage. All improvements shall be constructed on lots so as to face the street upon which the Lot faces. A corner Lot shall be faced to face towards the street which is the furthest from the building setback line for such Lot. The front exterior wall of a dwelling will be constructed so as to face either parallel to the street upon which the Lot faces or at an angle thereof which does not exceed Forty-Five (45) degrees.

Section 4. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 2,000 square feet of living area, if a one-story Living Unit and not less than 2,600 square feet of living area, if a two-story Living Unit. All computations of living area shall include open and covered porches, terraces, patios, driveways, garages, servant's quarters and greenhouses. Measurements shall be to the face of the external exterior walls of the living area.

Section 5. Roofing Materials. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as in existence or (ii) asphalt or composition type shingles of a minimum of 250 pounds - dimensional type, comparable in color to aged or weathered wood shingles. The decision in each case 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 6. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be closed completely with such vehicle or trailer inside. All garage doors shall open to the side of the Lot and not face the street, unless specifically approved in writing by the Architectural Control Committee. No garage shall be any closer to the street in the back of the house, unless specifically approved in writing by the Architectural Control Committee.
Section 27. Exceptions. For purposes of this Section 27 only, "Declarant" shall mean Lake Olympia Sales & Management, its successors and assigns, and such rights granted to the Declarant pursuant to this Section shall only extend to the Subdivision being annexed hereby; moreover, such rights shall not include, nor shall they impair or diminish, actions or approvals of the Architectural Control Committee.

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

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

Section 34. Tree Preservation. The following shall apply to all Lots containing existing trees:

(a) For the purposes of the restrictions the term "Tree" shall mean those existing that are more than six (6) inches in diameter and a height of five (5) feet from the existing ground.

(b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.

(c) A site plan reflecting the location of all existing Trees and their species, and the proposed location of all improvements, including houses, garages, driveways, walkways, patios, decks, and any other improvements, structure or facility to be placed upon the Lot shall be submitted to and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing Trees during construction and as a result of proposed improvements shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction of any improvements on the Lot.

(e) The Architectural Control committee shall have the right to require the installation of trees or trees of the species and size not exceed eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damage to Trees due to construction or improvements to be placed on the Lot.

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

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

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

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

9. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.
EXECUTED this ___ day of February 1995.

LAKE OLYMPIA DEVELOPMENT, N.V.,
A NETHERLAND ANTILLES CORPORATION
d/b/a LAKE OLYMPIA DEVELOPMENT

BY: [Signature]
NAME: David Tsai
TITLE: Managing Director
LAKE OLYMPIA SALES & MANAGEMENT

BY: [Signature]
NAME: Andrew Choy
TITLE: Owner

THE STATE OF TEXAS
X
COUNTY OF FORT BEND
X

This instrument was acknowledged before me on the ___ day of
February 1995, by David Tsai, Managing Director of LAKE OLYMPIA
DEVELOPMENT, N.V., d/b/a LAKE OLYMPIA DEVELOPMENT, on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS
NAME: [Signature]
MY COMMISSION EXPIRES: 7-23-1998

THE STATE OF TEXAS
X
COUNTY OF FORT BEND
X

This instrument was acknowledged before me on the ___ day of
February 1995, by Andrew Choy, Owner of LAKE OLYMPIA SALES &
MANAGEMENT, on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS
NAME: [Signature]
MY COMMISSION EXPIRES: 7-23-1998

Return to:
Lake Olympia Development
2700 Lake Olympia Parkway
Missouri City, TX 77459

CODE: D004
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 Nurseries, Inc. (AAN); Horticultural Standards

B. The seller shall warrant that the required trees are in place and in a viable condition

C. The builder shall provide the purchaser with the appropriate information to maintain the street trees in a viable condition.

D. The seller shall advise the purchaser of the restrictions governing the types and location of the required street trees

2. PRODUCT AND PLANTING SPECIFICATIONS

A. All trees shall be a minimum 2 1/2 inch caliper with height and width conforming to AAN Standards

B. See chart "AA" for tree types and street location

C. All trees shall be planted by a qualified contractor in such a manner to insure the viability of the tree

D. The contractor shall be responsible for any damage to existing underground utilities, sidewalks, roadways or adjacent property

Exhibit "F"
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>WEEPING WILLOW PLACE</td>
<td>WILLOW OAK</td>
<td>QUERCUS NEGRA</td>
</tr>
<tr>
<td>DESERT ROSE PLACE</td>
<td>MAGNOLIA</td>
<td>MAGNOLIA GRANDIFLORA</td>
</tr>
<tr>
<td>MAGNOLIA BROOK PLACE</td>
<td>MAGNOLIA</td>
<td>MAGNOLIA GRANDIFLORA</td>
</tr>
</tbody>
</table>

FILED AND RECORDED
1/15/95  1:49 PM  13O:46:00

[Signature]

Diane Wilson  Clerk
Fort Bend Co., TX
DECLARATION OF ANNEXATION
OF
THE PENINSULAS AT LAKE OLYMPIA, SECTION ONE

THE STATE OF TEXAS

COUNTY OF FORT BEND

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

WITNESSETH:

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

AND, WHEREAS, by virtue of a Declaration of Covenants, Conditions, and Restrictions ("Declaration"), recorded in Volume 1355 at Page 265 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA SECTION ONE and has imposed upon such subdivision the covenants, conditions, and restrictions described in the Declaration;

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

PLEASE RETURN TO:
Lake Olympia Development
2700 Lake Olympia Parkway
Missouri City, TX 77489
Declarant's uniform plan or scheme for development of the Property.

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

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

Lots One (1) through Five (5), inclusive in Block One (1); Lots Six (6) through Fifteen (15), inclusive, in Block Seven (7); Lots Nineteen (19) through Twenty-Six (26), inclusive, in Block Seven (7); and Lots Two (2) through Nine (9), inclusive, in Block Eight (8), all in The Peninsulas at Lake Olympia Section One, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded on Slide No. 567A in the Plat Records of Fort Bend County, Texas.

2. All Lots within this Subdivision, other than Lots One (1) through Five (5) in Block One (1) and Lots Twenty-Five (25) and Twenty-Six (26) in Block Seven (7), are hereby declared to be Waterway Lots.

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

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

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems, or installations, but shall include any details of any exterior mechanical, electrical, and plumbing structures; and

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

(d) All plans, submitted to the Architectural Control Committee, including partial, preliminary, and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab construction, to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the Lot or within the Subdivision.

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

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

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

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision with the exception of Living Units constructed upon Lots One (1) through Five (5) in Block One (1) shall contain not less than two thousand five hundred (2,500) square feet of living area if a one-story Living Unit and not less than three thousand (3,000) square feet of
living area if a two-story Living Unit, provided, however, that Living Units constructed upon Lots One (1) through Five (5) in Block One (1) shall contain not less than two thousand three hundred (2,300) square feet of living area if a one-story Living Unit and not less than two thousand eight hundred (2,800) square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant’s quarters, and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

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

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

Section 10. Fences. Except with regard to Lots One (1) through Five (5) in Block One (1) (as to which the provisions of Article VIII, Section 10 of the original Declaration shall control), no Owner shall be required to build any fence on the back portion of any Lot, and no Owner shall build any fence or other similar structure on the back portion of any Lot without the express, prior written approval of the Architectural Control Committee. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the Subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

5. There is added to Article VIII a new Section 33 as follows:

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

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

7. Article VIII, Section 29 is deleted in its entirety.

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

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

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereto set its hand and seal this 23rd day of August, 1986.

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

BY: ____________________________

ANDREW CHOY, President

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this the 23rd day of August, 1986 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.

LORRAINE K. TREICH
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
NAME: LORRAINE K. TREICH
MY COMMISSION EXPIRES: 10-19-86
038604.015(1)gs
DESCRIPTION OF
PALKER 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° 50′ 55″ East, 795.93 feet to a point for corner;

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

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

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

Thence, South 39° 22′ 03″ East, 302.76 feet to a point for corner;

Thence, South 50° 21′ 21″ East, 903.96 feet to a point for corner;

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

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

Thence, South 61° 41′ 30″ West, 237.48 feet to a point for corner;

Thence, South 01° 23′ 53″ East, 598.05 feet to a point for corner;

In the north line of Senior Road (60.00 feet wide);
Thence, South 64° 56' 34" West, 75.36 feet to a point for corner;

Thence, South 61° 40' 12" West, 590.83 feet to a point for corner
in the aforementioned north line of Senior Road;

Thence, with the north line of Senior Road, South 80° 36' 07" West, 2805.67 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° 39' 40" West, 90.44 feet to a point for corner;
2. North 56° 50' 53" West, 789.64 feet to a point for corner;
3. North 58° 32' 29" West, 712.80 feet to a point for corner;
4. North 85° 33' 10" West, 645.21 feet to a point for corner;
5. South 80° 49' 42" West, 185.13 feet to a point for corner;
6. South 87° 34' 50" West, 165.42 feet to a point for corner;
7. North 71° 32' 23" West, 221.74 feet to a point for corner;
8. North 41° 44' 14" West, 212.81 feet to a point for corner;
9. North 10° 38' 12" West, 235.33 feet to a point for corner;
10. North 41° 07' 59" East, 150.52 feet to a point for corner;
11. North 34° 56' 41" East, 198.35 feet to a point for corner;
12. North 53° 43' 35" East, 203.19 feet to a point for corner;
13. North 62° 17' 52" East, 174.31 feet to a point for corner;
14. North 60° 18' 28" East, 100.99 feet to a point for corner;
15. North 45° 26' 24" East, 110.28 feet to a point for corner;
16. North 31° 38' 44" East, 531.90 feet to a point for corner;
17. North 03° 37' 10" West, 501.14 feet to a point for corner;
18. North 16° 46' 56" West, 125.90 feet to a point for corner;
19. North 66° 09' 40" West, 198.56 feet to a point for corner;

Thence, leaving said center line, South 07° 38' 27" East, 119.41 feet to a point for corner;

Thence, North 88° 43' 16" East, 135.60 feet to a point for corner
in the south line of a replat of Quail Valley Subdivision, Thunderbird,
Section 2, a subdivision of record in Volume 23, Page 3 of the Plat Records
of Fort Bend County, Texas;

Thence, with the south line of said Thunderbird, Section 2 the
following five (5) courses:
1. North 88° 13' 48" East, 203.63 feet to a point for corner;
2. North 88° 43' 56" East, 593.59 feet to a point for corner;
3. North 88° 59' 29" East, 459.22 feet to a point for corner;
4. North 89° 04' 57" East, 918.79 feet to a point for corner;
5. North 88° 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° 57' 25" East, 8.91 feet to the POINT OF BEGINNING and containing 359.403
acres of land.

LICHILITE/JAMESDH & ASSOCIATES, INC.

EXHIBIT "A"
Page 3 of 3
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 Quall 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 80° 53' 11" East, 3,026.35 feet to a point
for corner;

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

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

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

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

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

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

Thence, North 61° 41' 30" East, 297.40 feet to a point for corner;

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

Thence, North 26° 57' 08" West, 299.70 feet to a point for corner;

Thence, North 50° 21' 21" West, 903.90 feet to a point for corner;

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

EXHIBIT "B"
Page 1 of 2
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 332.266 acres of land.

LICHLITER/JAMESON & ASSOCIATES, I
LEGAL DESCRIPTION

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

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

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

Thence, leaving said south line of Senior Road, with the west line of said 3.5489 acres, South 10° 30' 47" East, 309.27 feet to a 1/2 inch iron rod set for corner in the approximate centerline of a drainage swale;

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

1. South 66° 38' 21" West, 50.72 feet to a 1/2 inch iron rod set for corner;

2. South 66° 30' 21" West, 144.35 feet to a 1/2 inch iron rod set for corner;

3. South 88' 13' 56" West, 154.01 feet to a 1/2 inch iron rod set for corner;

4. South 88' 36' 21" West, 628.70 feet to a 1/2 inch iron rod set for corner;

5. South 88' 47' 48" West, 490.55 feet to a 1/2 inch iron rod set for corner;
53.7577 Acres

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

6. South 88° 29' 19" West, 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'.50" West, 313.15 feet to a 1/2 inch iron rod set for corner;

11. South 85° 32' 47" West, 106.41 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 02° 47' 45" West, 288.10 feet to a 1/2 inch iron rod set for corner;

3. North 56° 34' 39" 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° 38' 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;

EXHIBIT "G"
Page 2 of 3
53.7577 Acres

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

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

Thence, continuing with said northeasterly line, North 40° 30' 44" West, 205.64 feet to a 1 1/4 inch iron pipe found marking the northeast corner of said 84.3676 acres and the northwest corner of the aforementioned 389.5 acres, same being in the aforementioned south line of Senior Road;

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

Thence, with said centerline, North 80° 36' 00" East, 5,059.53 feet to a 1/2 inch iron rod set for corner;

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

LICHITER/JAMESON & ASSOCIATES, INC.

Jerry A. Davis
Registered Public Surveyor
Texas Registration No. 1793
THE PENINSULAS, SECTION ONE

Lot 1, Block 1
Lot 2, Block 1
Lot 3, Block 1
Lot 4, Block 1
Lot 5, Block 1
Lot 6, Block 7
Lot 7, Block 7
Lot 8, Block 7
Lot 9, Block 7
Lot 10, Block 7
Lot 11, Block 7
Lot 12, Block 7
Lot 13, Block 7
Lot 14, Block 7
Lot 15, Block 7
Lot 16, Block 7
Lot 17, Block 7
Lot 18, Block 7
Lot 19, Block 7
Lot 20, Block 7
Lot 21, Block 7
Lot 22, Block 7
Lot 23, Block 7
Lot 24, Block 7
Lot 25, Block 7
Lot 26, Block 7
Lot 2, Block 8
Lot 3, Block 8
Lot 4, Block 8
Lot 5, Block 8
Lot 6, Block 8
Lot 7, Block 8
Lot 8, Block 8
Lot 9, Block 8

EXHIBIT "D"
The following list designates types of sidewalks adjacent to specific lots in the Peninsula at Lake Olympia, Section One.

**TYPE "C":** Lot 6, Block 7
Lot 8, Block 7

**TYPE "H":** Lots 2 - 5, Block 1 (Both inclusive)
Lots 9 - 12, Block 7 (Both inclusive)
Lots 14 & 15, Block 7
Lot 19, Block 7
Lots 21 - 24, Block 7 (Both inclusive)
Lots 2 - 6, Block 8 (Both inclusive)
Lots 8 & 9, Block 8

**TYPE "I":** Lot 13, Block 7
Lot 20, Block 7
Lot 7, Block 8

**TYPE "J":** Lot 1, Block 1
Lots 25 & 26, Block 7

**TYPE "K":** Lot 8, Block 7
STANDARD CONCRETE SIDEWALK
SCALE 1/4" : 1'-0"

SIDEWALK AT INTERSECTION
SCALE 1/4" : 1'-0"

Exhibit "E", Page 3 of 6
TYPE "E"

(Wheelchair Ramp 6:1 Slope
Grooved Finish

Expansion Joints 12' on Center
Control Joints 4' on Center,
1/2" Depth

Side Street

Fine Broom Finish; Striations
Perpendicular to Length of Walk

SIDEWALK AT INTERSECTION

SCALE 1/4" : 1'-0"

Exhibit "E", Page 4 of 6

TYPE "F"

(Wheelchair Ramp 6:1 Slope
Grooved Finish

Expansion Joints 12' on Center
Control Joints 4' on Center,
1/2" Depth

Side Street

Fine Broom Finish; Striations
Perpendicular to Length of Walk

SIDEWALK AT INTERSECTION
TYPE "G"

TYPICAL 6'-0" SIDEWALK
SCALE 1/4" : 1'-0"

WHEELCHAIR RAMP
6:1 SLOPE, CROOVED
FINISH

COARSE BROOM FINISH; STRIATIONS PERPENDICULAR TO LENGTH OF WALK

TYPE "H"

SPECIAL FINISH SIDEWALK
SCALE 1/4" : 1'-0"

COARSE BROOM FINISH; STRIATIONS PERPENDICULAR TO LENGTH OF WALK

WHEELCHAIR RAMP
6:1 SLOPE, CROOVED
FINISH

SMOOTH WELED
DECLARATION OF ANNEXATION
FOR
SUNRISE BAY AT LAKE OLYMPIA
SECTION ONE

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

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 portion of the Property which is more
particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT
LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions
and restrictions described in the Declaration:

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

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held,
sold and conveyed subject to all of the easements, restrictions, covenants, and
conditions described in the Declaration, which is incorporated herein by reference for
all purposes, except to the extent that the Declaration is specifically amended herein,
all of which easements, restrictions, covenants and conditions shall be binding upon
any person or entity coming 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 that Declaration of Annexation shall only cover and affect the following described property:

   Lots One (1) through Twenty-Seventy (27), inclusive in Block One (1); Lots One (1) through Five (5), inclusive in Block Two (2); and Lots One (1) through Fifteen (15), inclusive in Block Three (3); and all in Sunray Bay at Lake Olympia, Section One (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded on June 122, 1960 in the Plat Records of Fort Bend County, Texas.

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

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

   (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and

   (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the following elevations, sites and configuration of the proposed living units and ancillary buildings, and reasonably identify and describe all exterior colors and materials, provided that the actual final plans, or final plans for each lot, comply with, and follow, such partial preliminary site plan.

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

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

   Section 2. Improvements. 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 (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 be 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 the use of the lot owner or resident of the lot, which greenhouse must not be visible from the street or adjacent property unless specifically approved in writing by the Architectural Control Committee.
Section 6. Frontage. All improvements shall be constructed on lots so as to front the street upon which the lot faces. A corner lot shall be deemed to face toward the street which is furthest from the building setback line for such lot. The front exterior wall of a dwelling shall be constructed so as to face either parallel to or perpendicular to the street upon which the lot faces.

Section 7. Size. Each living unit constructed upon a lot within the Subdivision shall contain not less than 1,600 square feet and not more than 2,000 square feet of living area in a one-story living unit and not less than 2,000 square feet and not more than 2,600 square feet of living area in a two-story living unit. All computations of living area shall be exclusive of open or screened porches, terraces, patios, driveways, garages, servants' 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 servants' quarters) shall be constructed or covered with (1) wood shingles which have been treated with fire retardant in accordance with the requirements of the City of Bloomfield Hills or (2) asphalt or composition type shingles of a minimum of 240-pound dimensions, comparable in color to aged or southern wood shingles. The decision of each corporation shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each living unit shall have an attached or a detached enclosed private garage, but in no event more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a lot shall have at least two (2) garage doors open. Garages shall be used only for passenger cars and other vehicles, including buses or trailers, of a type and size as will allow the doors of the garage to be closed completely with such vehicle or trailer inside. All garage doors shall be open to the front of the lot unless specifically approved in writing by the Architectural Control Committee.

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

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

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

Section 34. 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, driveways, sidewalks 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, sidewalks, patios, decks, hill and any other improvement, structure or facility to be placed upon the lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

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

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

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

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

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

8. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given therein.
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 27th day of December, 1993.

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

BY: ANDREW CHOI, President

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BY: JAMES K. WILSON, Manager

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 27th day of December, 1993 by ANDREW CHOI, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.

LOMBAN
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS NAME: LOMBAN K. OKUN
MY COMMISSION EXPIRES: 7/23/96

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the day of , 1993 by JAMES K. WILSON, Manager of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on behalf of said.

LOMBAN
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS NAME: LOMBAN K. OKUN
MY COMMISSION EXPIRES: 7/23/96

RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TX 77459
STREET TREE PLANTING

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

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE OF THE LOT ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES SHALL HAVE A SPACING EQUIVALENT TO THE FRONT OF THE LOT SPACING AND SHALL BE PLACED THREE (3) 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): HORTICULTURAL STANDARDS
   B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION
   C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
   D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES

2. PRODUCT AND PLANTING SPECIFICATIONS
   A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH WEIGHT 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

EXHIBIT "F"
Page 1 of 2
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUNRISE DRIVE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
<tr>
<td>BAYVIEW COURT</td>
<td>SHIMPARD OAK</td>
<td>QUERCUS SHIMPARDI</td>
</tr>
<tr>
<td>PARKVIEW LANE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
<tr>
<td>MORNING GLORY COURT</td>
<td>GREEN ASH</td>
<td>FRAXINUS PENNSYLVANICA</td>
</tr>
</tbody>
</table>
DECLARATION OF ANNEXATION
FOR
SUNRISE BAY AT LAKE OLYMPIA
SECTION TWO

THE STATE OF TEXAS
COUNTY OF BERT BEAD

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 portion of the Property which is more
particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT
LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions
and restrictions described in the Declaration;

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

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

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

Lots Six (6) through Forty-Three (43), inclusive in Block Two (2); Lots Sixteen (16) through Twenty-Six (26), inclusive in Block Three (3); and Lots One (1) through Eight (8), inclusive and Lots Fifty-Three (53), Fifty-Four (54), and Seventy (70), inclusive in Block Four (4); and all in Sunrise Bay at Lake Olympia, Section Two (2), a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide No. 1293A in the Plat Records of Fort Bend County, Texas.

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

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

(b) The final site plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed living unit, and auxiliary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, or 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 such Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the Lot and/or that such preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

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

Section 2. Approvals on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the owner or resident of the Lot, which garage shall open to the front of the Lot; unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to by construction of such greenhouse. No carports (which shall not include porte-cochères) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.
Section 6. Frontage. All improvements shall be constructed on lots so as to front the street upon which the lot faces. A corner lot shall be deemed to face toward the street which is furthest from the building setback line for such lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.

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

Section 8. Roofing Materials. The roof of any Living Unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 235 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

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

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

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

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

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

(a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
(b) Every effort must be made to locate all improvements, drives, terraces 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, fols and any other improvement, structure or facility to be placed upon the lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee shall have the commencement of construction.
(c) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages to construction or improvements to be placed on the lot.

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

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

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

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

8. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 24th day of February, 1994.

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

BY: ANDREW CHOI, President

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BY: JAMES M. WILSON, Manager

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 24th day of February, 1994 by ANDREW CHOI, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.

LORRAINE K. OKUN
My Commission Expired July 23, 1996

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the day of , 1994 by JAMES M. WILSON, Manager of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on behalf of said

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: LORRAINE K. OKUN
MY COMMISSION EXPIRES: 7-23-96

RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TX 77458
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): HORTICULTURAL STANDARDS

B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIALBE CONDITION

C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIALBE 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

EXHIBIT "P"
Page 1 of 2
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MORNING GLORY COURT</td>
<td>CEDAR ELM</td>
<td>ULMUS CRASSIFOLIA</td>
</tr>
<tr>
<td>RAINBOW VALLEY COURT</td>
<td>GREEN ASH</td>
<td>FRAXINUS PENNSYLVANICA</td>
</tr>
<tr>
<td>SUNSHINE LANE</td>
<td>LIVE OAK</td>
<td>QUERCUS ILLINOENSIS</td>
</tr>
<tr>
<td>SUNSHINE COURT</td>
<td>PECAN</td>
<td>CARYA ILLINOENSIS</td>
</tr>
<tr>
<td>MORNING DEW PLACE</td>
<td>CEDAR ELM</td>
<td>ULMUS CRASSIFOLIA</td>
</tr>
<tr>
<td>PARKVIEW LANE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
</tbody>
</table>

FILED ANDRecorded
11-18-94 11:03 CT $51.00

Dianne Wilson - County Clerk
Fort Bend County, Texas
DECLARATION OF ANNEXATION
FOR
SUNRISE BAY AT LAKE OLYMPIA
SECTION THREE

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

WITNESS ETH:

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 1559 at Page 709 of the Deed Records of Fort Bend
County, Texas, Declarant has created, out of portion of the Property which is more
particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT
LAKE OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions
and restrictions described in the Declaration;

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

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held,
sold and conveyed subject to all of the easements, restrictions, covenants, and
conditions described in the Declaration, which is incorporated herein by reference for
all purposes, except to the extent that the Declaration is specifically amended herein,
all of which easements, restrictions, covenants and conditions shall be binding upon
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 issue to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

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

Lots Nine (9) through Fifty-Two (52), inclusive in Block Four (4); and Lots Fifty-Five (55) through Sixty-Nine (69), inclusive in Block Four (4); and all in Sunrise Way at Lake Olympia, Section Three (3), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded on Slide No. 135/8 in the Plat Records of Fort Bend County, Texas.

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

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

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and auxiliary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, no final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

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

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

Section 2: Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must be visible from the street or adjacent property unless agreed to construction of such greenhouse. No carports (which shall not include porte-cochere) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.
5. There is added to Article X a new Section 12 as follows:

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

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

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

8. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.
Section 6. Frontage. All improvements shall be constructed on lots so as to front the street upon which the lot faces. A corner lot shall be deemed to face toward the street which is furthest from the building setback line for such lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.

Section 7. Size. Each living unit constructed upon a lot within the Subdivision shall contain not less than 1,800 square feet and not more than 2,500 square feet of living area. If a one-story living unit and not less than 2,000 square feet and not more than 3,000 square feet of living area if a two-story living unit. All improvements of living area shall be exclusive of open or screened porches, terraces, balconies, garages, servant’s quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living areas.

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 or in existence as of (ii) asphalt or composition type shingles of a minimum of 235 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such composition 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, in writing, each living unit shall have an attached or a detached enclosed private garage, but in no event more than one (1) garage. Each owner or resident of a lot shall keep the garage doors open. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the lot unless specifically approved in writing by the Architectural Control Committee.

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

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

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

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

(a) For the purposes of tree preservation the term “tree” shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
(b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the lot in such a way as to minimize the number of trees which must be cut or removed.
(c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvement, structure or facility to be placed upon the lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee.
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 18th day of November, 1994.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
B/a Lake Olympia Development Corporation

BY: ____________________________
   Andrew Choy, President

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BY: ____________________________
   James M. Wilson, Manager

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 18th day of November, 1994 by Andrew Choy, President of Lake Olympia Development, N.V., a Netherlands Antilles Corporation, B/a Lake Olympia Development Corporation, on behalf of said corporation.

Lorraine K. Okun
Notary Public in and for The State of Texas
Name: Lorraine K. Okun
My Commission Expires: 7-23-97

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the day of November, 1994 by James M. Wilson, Manager of the U.S. Department of Housing and Urban Development, on behalf of said ____________.

_____________________________
Notary Public in and for The State of Texas
Name: _________________________
My Commission Expires: _________________________

RETURN TO: Lake Olympia Development
2700 Lake Olympia Parkway
Missouri City, TX 77459
STREET TREE PLANTING

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

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

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE

A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSES, INC. (AAN): HORTICULTURAL STANDARDS

B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION

C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.

D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES

2. PRODUCT AND PLANTING SPECIFICATIONS

A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS

B. SEE CHART "AA" FOR TREE TYPES AND STREET LOCATION

C. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO ENSURE THE VIABILITY OF THE TREE

D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS OR ADJACENT PROPERTY

EXHIBIT "F"
Page 1 of 2
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MORNING BREEZE PLACE</td>
<td>CEDAR ELM</td>
<td>ULMUS CRASSIFOLIA</td>
</tr>
<tr>
<td>SUNSET COURT</td>
<td>CEDAR ELM</td>
<td>ULMUS CRASSIFOLIA</td>
</tr>
<tr>
<td>PARKVIEW LANE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
</tbody>
</table>

FILED ANDRecorded  
11 18 94 11:05 CT $21,00  

Diane Wilson - County Clerk  
Fort Bend County, Texas

EXHIBIT "T"
Page 2 of 2
FIRST PARTIAL AMENDMENT OF DECLARATION OF ANNEXATION

FOR

THE PENINSULAS AT LAKE OLYMPIA SECTION FOUR

TO ESTABLISH

SWAN ISLE, SECTION ONE

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS FIRST PARTIAL AMENDMENT FOR DECLARATION OF
ANNEXATION FOR THE PENINSULAS AT LAKE OLYMPIA, SECTION FOUR
TO ESTABLISH SWAN ISLE, SECTION ONE, is made by LAKE OLYMPIA
DEVELOPMENT N. V., a Netherlands Antilles Corporation, doing
business as LAKE OLYMPIA DEVELOPMENT CORPORATION
("Declarant") AND AMENITY INVESTMENTS, INC. (AMENITY).

WHEREAS, Declarant and Amenity has heretofore executed
and recorded a Declaration of Annexation for THE PENINSULAS
AT LAKE OLYMPIA, SECTION FOUR, which is recorded in Volume
2162, Page 1614 of the Official Records of Fort Bend County,
Texas, ("the Declaration of Annexation") and which is a
subdivision in Fort Bend County, Texas, according to the map
or plat thereof recorded in Slide No. 1011 A & B in the Plat
Records of Fort Bend County, Texas.

AND, WHEREAS, The Declarant and Amenity desire to amend
the Declaration of Annexation to create out of a portion of
THE PENINSULAS AT LAKE OLYMPIA, SECTION FOUR, a subdivision
to be known as SWAN ISLE, SECTION ONE (the "subdivision") as
described in Exhibit "D" attached hereto and incorporated
therein, and previously recorded as The Amending Plat of the
Peninsulas Estates at Lake Olympia, Section One, according to
the map or plat thereof recorded in Slide No. 1411B in the
Plat Records of Fort Bend County, Texas, and to impose upon
the property constituting the Subdivision certain easements,
covenants, conditions and restrictions which are in lieu of
those set forth in the Declaration of Annexation and which
amend those set forth in the Declaration:
NOW, THEREFORE, Declarant and Amenity hereby declare that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows and are in lieu of those set forth in the Declaration of Annexation and shall in no way impair the rights of any person or entity owning or claiming any right, title or interest in or to any portion of the remainder of the property in PENINSULAS AT LAKE OLYMPIA, SECTION FOUR and their heirs, successors and assigns:

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

Lot One (1) through Lot Thirteen (13) inclusive in Block One (1), and Lots One (1) through Thirteen (13) inclusive in Block Two (2) and Lot Sixty-Five (65) through Seventy-Four (74) inclusive in Block Two (2), and Lot One (1) through Three (3) inclusive in Block Three (3) in An Amending Plat of Swan Isle at Lake Olympia Section One a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1475B in the Plat Records of Fort Bend County, Texas.

2. All Lots One (1) through Thirteen (13) inclusive in Block One (1), and Lots One (1) through Thirteen (13) inclusive in Block Two (2) and Lot Sixty-Five
(65) through Seventy-Four (74) inclusive in Block
Two (2), and Lot One (1) through Three (3) inclusive
in Block Three (3) within this Subdivision are
hereby declared to be Waterway Lots in all respects
and all lots within this Subdivision in both Blocks
One (1), Two (2) and Three (3) are hereby declared
Private Road Lots, as hereinafter defined.

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

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

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

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

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

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

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

(a) The amount of the Private Road Assessment applicable to any Private Road Lot shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Swan Isle Section One and any prior or future Swan Isle sections.

(b) The Private Road Assessment shall be assessed against each Private Road Lot on an equal basis regardless of frontage along any Private Road.

(c) The actual amount of any Private Road Assessment shall be set by the Board, upon majority vote, provided that it does not exceed the maximum amounts authorized herein.

(d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve or improve, in any way, any pavement, shoulder or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any pavement or area between curb and Right-of-Way reflected on the plat, amending plat, replat or serving the Subdivision and any prior or future Swan Isle sections.

(e) The Private Road Assessment shall not take effect or be assessed until January 1, 1997. All lots owned by the Declarant, Amenity, or any active builder shall be exempt from the Private Road Assessment.

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

(a) The amount of the Private Area Assessment shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Swan Isle Section One and any prior or future Swan Isle sections.

(b) The Private Area Assessment shall be assessed against each Lot in the Subdivision on an equal basis.

(c) The actual amount of the Private Area Assessment shall be set by the Board upon a majority vote, provided it does not exceed the maximum amounts authorized herein.

(d) The proceeds of the Private Area Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure,
preserve or improve, in any way the security, landscaping, entry structures and related appurtenances, including any facilities which support or are ancillary to any Reserve or as entry area reflected on the plat, amending plat, replat or serving the Subdivision and any prior or future Swan Isle sections. Including but not limited to Reserve "D" which is restricted solely for the use of the Association, and Swan Isle Owners and their invitees.

(e) The Private Road Assessment shall not take effect or be assessed until January 1, 1997. All lots owned by the Declarant, Amenity, or an active builder shall be exempt from the Private Road Assessment.

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

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

(b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures;

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

(d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show but not be limited to the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require (1) that the slab or foundation be of pier and beam or pier and slab construction, (2) that a tree preservation plan be provided and (3) that adjustments be made in the location, height and extent of improvements to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the Lot or within the Subdivision.
6. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed three (3) stories in height; (ii) no more than two (2) private garage for no less than two (2) nor more than four (4) passenger cars which garages shall not face any Waterway unless specifically approved in writing by the Architectural Control Committee; and (iii) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the Lot, which greenhouse must not be visible from the street or adjacent property unless agreed to by Declarant, and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheras) 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. 1986). 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 authorization such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

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

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

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 2,200 square feet of living area if a one-story Living Unit and not less than 2,700 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

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

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

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

All dedicated drainage easements reflected on the Subdivision plat, shall be kept free of all fences, buildings, plantings, and other obstructions that interfere with drainage. Only wrought iron fences with spacings not less than four inches and not more than six inches shall be allowed within the drainage easement. All improvements within the drainage easement shall be subject to the approval of the party ultimately responsible for its maintenance as a drainage easement.
Section 30. Exterior Lighting. The approval of the Architectural Control Committee must be obtained in writing prior to the installation of any floodlights, flood lamps, gas lights or any other type of exterior lighting on any Lot. One gas pole lamp shall be placed on each lot of a type and at a location as set by the Architectural Control Committee unless specifically approved in writing by the Architectural Control Committee.

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

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

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

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

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

(b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.

(c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvements, structure or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.

(e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5') feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.
Section 36. Maintenance of Rear Yards, Decks, Porches and Patios. Rear yards, decks, porches and patios shall be kept neat in appearance. Except for normal and customary patio furniture, storage of household goods, furniture, appliances or any other similar item shall not be allowed.

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

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

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

There is added to Article X, a new section 12 as follows:

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

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

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

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 25th day of April, 1996.

LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation
D/B/A LAKE OLYMPIA DEVELOPMENT CORPORATION

BY: ____________________________
   DAVID K.C. TSAI, Managing Director
   AMENITY INVESTMENTS, INC.

BY: ____________________________
   ANDREW CHOY, President of Houston Division

APPROVED BY:
I Y HOANG DO, OWNER of Lot 9 Block 2

APPROVED BY:
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BY: ____________________________
   JAMES M. WILSON, Manager

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 25th day of April, 1996 by DAVID K.C. TSAI, Managing Director of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.

MICHELLE E. WATKINS
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
NAME: Michelle E. Watkins
MY COMMISSION EXPIRES: 4-30-99

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 25th day of April, 1996 by ANDREW CHOY, President of Houston Division of AMENITY INVESTMENTS, INC. on behalf of said corporation.

MICHELLE E. WATKINS
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
NAME: Michelle E. Watkins
MY COMMISSION EXPIRES: 4-30-99
THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the ______
day of ___________, 1995 by JAMES M. WILSON, Manager
of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on
behalf of said ____________________.

____________________________________
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: ______________________________
MY COMMISSION EXPIRES: ____________

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 23rd
day of Apri., __________, 1995 by I Y HOANG DO, as Owner
of the Lot Nine in Block Two.

____________________________________
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: LETICIA RODRIGUEZ
MY COMMISSION EXPIRES: 10-30-99

RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77489

Jrm/sli
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 68° 50' 55" East, 795.53 feet to a point for corner;

Thence, continuing with said south line, North 08° 20' 20" East, 280.00 feet to a point for corner;

Thence, leaving said south line, South 01° 39' 40" East, 336.70 feet to a point for corner;

Thence, South 57° 52' 10" East, 448.39 feet to a point for corner;

Thence, South 38° 22' 03" East, 302.76 feet to a point for corner;

Thence, South 50° 21' 21" East, 903.56 feet to a point for corner;

Thence, South 26° 57' 08" East, 299.70 feet to a point for corner;

Thence, South 18° 14' 45" West, 438.36 feet to a point for corner;

Thence, South 61° 41' 30" West, 297.48 feet to a point for corner;

Thence, South 01° 23' 53" East, 596.05 feet to a point for corner;

In the north line of Senior Road (60.00 feet wide);
Thence, South 64° 56' 34" West, 75.36 feet to a point for corner;

Thence, South 61° 40' 12" West, 590.03 feet to a point for corner
in the aforesaid north line of Senior Road;

Thence, with the north line of Senior Road, South 86° 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° 39' 40" West, 90.41 feet to a point for corner;
2. North 56° 58' 53" West, 789.64 feet to a point for corner;
3. North 58° 32' 29" West, 712.80 feet to a point for corner;
4. North 85° 33' 10" West, 645.21 feet to a point for corner;
5. South 80° 49' 42" West, 105.43 feet to a point for corner;
6. South 87° 34' 50" West, 165.42 feet to a point for corner;
7. North 73° 32' 23" West, 221.74 feet to a point for corner;
8. North 41° 46' 14" West, 212.81 feet to a point for corner;
9. North 10° 38' 12" West, 235.33 feet to a point for corner;
10. North 41° 07' 59" East, 159.52 feet to a point for corner;
11. North 34° 56' 41" East, 198.35 feet to a point for corner;
12. North 53° 43' 35" East, 203.19 feet to a point for corner;
13. North 62° 17' 52" East, 174.31 feet to a point for corner;
14. North 60° 18' 28" East, 100.99 feet to a point for corner;
15. North 45° 26' 24" East, 118.28 feet to a point for corner;
16. North 31° 38' 44" East, 531.90 feet to a point for corner;
17. North 03° 37' 10" West, 501.14 feet to a point for corner;
18. North 16° 46' 56" West, 125.90 feet to a point for corner;
19. North 64° 09' 40" West, 190.56 feet to a point for corner;

Thence, leaving said center line, South 87° 38' 27" East, 119.41 feet to a point for corner;

Thence, North 88° 43' 15" East, 135.60 feet to a point for corner
in the south line of a replat of Quail Valley Subdivision, Thunderbird,
Section 2, a subdivision of record in Volume 23, Page 3 of the Plat Records
of Fort Bend County, Texas;

Thence, with the south line of said Thunderbird, Section 2 the
following five (5) courses:

EXHIBIT "A"

PAGE 2 of 3
1. North 88° 13' 48" East, 283.63 feet to a point for corner;
2. North 89° 43' 55" East, 593.59 feet to a point for corner;
3. North 80° 59' 29" East, 459.22 feet to a point for corner;
4. North 89° 04' 57" East, 918.79 feet to a point for corner;
5. North 80° 37' 56" East, 635.47 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 60° 57' 25" East, 8.91 feet to the POINT OF BEGINNING and containing 359.403 acres of land.

LICHITZER/JAMESON & ASSOCIATES, INC.
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 08° 53' 11" East, 3,026.35 feet to a point
for corner;

Thence, South 01° 06' 49" East, 275.77 feet to a point
for corner;

Thence, South 64° 29' 38" East, 76.36 feet to a point
for corner;

Thence North 58° 33' 08" East, 243.06 feet to a point
for corner;

Thence, South 01° 06' 49" East, 2,939.99 feet to a point
for corner in the north line of Senior Road (50.00 feet wide);

Thence, with the north line of Senior Road, South 88°
36' 07" West, 4,497.19 feet to a point for corner;

Thence, leaving said north line, North 01° 23' 53" West,
595.90 feet to a point for corner;

Thence, North 61° 41' 30" East, 297.40 feet to a point for corner
Thence, North 08° 44' 45" East, 438.36 feet to a point for corner
Thence, North 26° 57' 08" West, 299.78 feet to a point for corner
Thence, North 30° 21' 21" West, 903.96 feet to a point for corner
Thence, North 39° 22' 03" West, 302.76 feet to a point for corner.
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/JAHESON & ASSOCIATES, INC
LEGAL DESCRIPTION

53.7577 ACRES IN THE
ELIJAH ROARK LEAGUE, A-77
FORT BEND COUNTY, TEXAS

Being 53.7577 acres in the Elijah Roark League, Abstract 77, Fort Bend County, Texas, more particularly being a portion of that certain 389.5 acre tract of land conveyed to Hermann Hospital Estates by instrument of record in Volume 75, Page 550, Deed Records, Fort Bend County, Texas and said 53.7577 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1 1/4 inch iron pipe found marking the northwest corner of that certain 3.5489 acre tract conveyed to Dannie Joe DeWalt Robinson by instrument of record in Volume 504, Page 66, Deed Records, Fort Bend County, Texas, same being in the south line of Senior Road;

Thence, leaving said south line of Senior Road, with the west line of said 3.5489 acres, South 10° 36' 47" East, 309.27 feet to a 1/2 inch iron rod set for corner in the approximate centerline of a drainage swale;

Thence, leaving the west line of said 3.5489 acres, with the approximate centerline of said drainage swale, the following eleven (11) courses:

1. South 86° 30' 21" West, 50.72 feet to a 1/2 inch iron rod set for corner;
2. South 86° 30' 21" West, 144.35 feet to a 1/2 inch iron rod set for corner;
3. South 86° 13' 50" West, 154.01 feet to a 1/2 inch iron rod set for corner;
4. South 88° 36' 21" West, 628.70 feet to a 1/2 inch iron rod set for corner;
5. South 88° 47' 40" West, 490.55 feet to a 1/2 inch iron rod set for corner;

EXHIBIT "C"
PAGE 1 of 3
6. South 88° 29' 19" West, 386.93 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, 484.50 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' 50" West, 313.15 feet to a 1/2 inch iron rod set for corner;

11. South 85° 32' 47" West, 186.41 feet to a 1/2 inch iron rod set for corner;

Thence, South 53° 24' 21" West, 149.91 feet to a 1/2 inch iron rod set for corner, same being in the northeasterly line of Rustlers Crossing, a subdivision of record in Volume 28, Page 2, Map Records, Fort Bend County, Texas;

Thence, with said northeasterly line, the following five (5) courses:

1. North 44° 21' 45" West, 52.21 feet to a 1/2 inch iron rod set for corner;

2. North 82° 47' 45" West, 200.10 feet to a 1/2 inch iron rod set for corner;

3. North 56° 34' 29" West, 187.14 feet to a 1/2 inch iron rod set for corner;

4. North 77° 57' 54" West, 510.03 feet to a 1/2 inch iron rod set for corner;

5. North 66° 50' 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;

EXHIBIT "C" PAGE 2 OF 3
Thence, North 68° 37' 59" West, at 55.51 feet pass the most easterly corner of that certain 84.3676 acre tract conveyed to Colonial Savings Association by instrument of record in Volume 937, Page 723, Deed Records, Fort Bend County, Texas and continue with the northeasterly line of said 84.3676 acres, in all, 166.66 feet to a 1/2 inch iron rod set for corner;

Thence, continuing with said northeasterly line, North 48° 38' 44" West, 205.64 feet to a 1 1/4 inch iron pipe found marking the northeast corner of said 84.3676 acres and the northwest corner of the aforementioned 389.5 acres, same being in the aforementioned south line of Senior Road;

Thence, North 01° 24' 00" West, 30.00 feet to a 1/2 inch iron rod set for corner in the centerline of Senior Road, also being the north line of the aforementioned Elijah Roark League, A-77, and the south line of the David Bright League, A-13;

Thence, with said centerline, North 80° 36' 00" East, 5,059.53 feet to a 1/2 inch iron rod set for corner;

Thence, leaving said centerline, South 01° 24' 00" East, 30.00 feet to the POINT OF BEGINNING and containing 53.7577 acres of land.

LICHILITER/JAMESON & ASSOCIATES, INC.

Jerry A. Davis
Registered Public Surveyor
Texas Registration No. 1793

EXHIBIT "C"
PAGE 3 of 3
<table>
<thead>
<tr>
<th>LOT</th>
<th>BLOCK</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>2</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>9</td>
<td>2</td>
</tr>
<tr>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>11</td>
<td>2</td>
</tr>
<tr>
<td>12</td>
<td>2</td>
</tr>
<tr>
<td>13</td>
<td>2</td>
</tr>
<tr>
<td>65</td>
<td>2</td>
</tr>
<tr>
<td>66</td>
<td>2</td>
</tr>
<tr>
<td>67</td>
<td>2</td>
</tr>
<tr>
<td>68</td>
<td>2</td>
</tr>
<tr>
<td>69</td>
<td>2</td>
</tr>
<tr>
<td>70</td>
<td>2</td>
</tr>
<tr>
<td>71</td>
<td>2</td>
</tr>
<tr>
<td>72</td>
<td>2</td>
</tr>
<tr>
<td>73</td>
<td>2</td>
</tr>
<tr>
<td>74</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>3</td>
</tr>
<tr>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
</tr>
</tbody>
</table>
The following designates types of sidewalks adjacent to specific lots in Swan Isle at Lake Olympia, Section One:

Type "D"  All lots in Swan Isle at Lake Olympia, Section One.
SECTION VIEWS
SCALE 3/8" : 1'-0"

TYPE "A"

WE BROOM FINISH; STRIATIONS PERPENDICULAR TO LENGTH OF WALK
STANDARD CONCRETE SIDEWALK
SCALE 1/4" : 1'-0"

Wheelchair Ramp 6:1 Slope
Grooved Finish

(Front Street)

TYPE "B"

EXPANSION JOINTS 12" ON CENTER
CONTROL JOINTS 4" ON CENTER,
1/2" DEPTH

FINE BROOM FINISH; STRIATIONS
PERPENDICULAR TO LENGTH OF WALK

WHEELCHAIR RAMP 6:1 SLOPE,
GROOVED FINISH

(Side Street)

SIDEWALK AT INTERSECTION

EXHIBIT "E"

Page 2 of 7
TYPE "C"

STANDARD CONCRETE SIDEWALK

FINE BROOM FINISH; STRIATIONS PERPENDICULAR TO LENGTH OF WALK

Wheelchair Ramp 6:1 Slope, Grooved Finish

SCALE 1/4" : 1'-0"

TYPE "D"

EXPANSION JOINTS 12' ON CENTER
CONTROL JOINTS 4' ON CENTER,
1/2" DEPTH

FINE BROOM FINISH; STRIATIONS PERPENDICULAR TO LENGTH OF WALK

WHEELCHAIR RAMP 6:1 SLOPE GROOVED FINISH

SIDewALK AT INTERSECTION

SCALE 1/4" : 1'-0"

EXHIBIT "E"
Page 3 of 7
SIDEWALK AT INTERSECTION

TYPE "E"

FRONT STREET

EXPANSION JOINTS 12" ON CENTER
CONTROL JOINTS 4" ON CENTER,
1/2" DEPTH

6'-0"  6'-0"

FINE BROOM FINISH; STRIATIONS
PERPENDICULAR TO LENGTH OF WALK

WHEELCHAIR RAMP 6:1 SLO
GROOVED FINISH

SIDEWALK AT INTERSECTION

TYPE "F"

FRONT STREET

EXPANSION JOINTS 12" ON CENTER
CONTROL JOINTS 4" ON CENTER,
1/2" DEPTH

6'-0"  6'-0"

FINE BROOM FINISH; STRIATIONS
PERPENDICULAR TO LENGTH OF WALK

WHEELCHAIR RAMP 6:1 SLO
GROOVED FINISH

SIDEWALK AT INTERSECTION

SCALE 1/4" = 1'-0"

EXHIBIT "E"
Page 9 of 7
TYPE "C"

Coarse Broom Finish; Striations Perpendicular to Length of Walk

TYPICAL 6'-0" SIDEWALK
SCALE 1/4" : 1'-0"

TYPE "H"

Carse Broom Finish; Striations Perpendicular to Length of Walk

SPECIAL FINISH SIDEWALK
SCALE 1/4" : 1'-0"

EXHIBIT "E"
Page 5 of 7
SIDEWALK AT INTERSECTION

TYPE "J"

SIDEWALK AT INTERSECTION

TYPE "K"
TREE PLANTING

ALL LOTS WILL RECEIVE A MINIMUM OF THREE (3) HARDWOOD TREES, TWO OF WHICH MUST BE LOCATED IN THE FRONT YARD. THE EXACT LOCATION OF SAID TREES SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE

A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN): HORTICULTURAL STANDARDS

B. THE BUILDER OR SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN VIABLE CONDITION

C. THE BUILDER OR SELLER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE TREES IN A VIABLE CONDITION.

D. THE BUILDER OR SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE REQUIRED TREES

2. PRODUCT AND PLANTING SPECIFICATIONS

A. ALL TREES SHALL BE A MINIMUM 4 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO ANN STANDARDS

B. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE

C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS OR ADJACENT PROPERTY.

Lake Olympia Development
2700 Lake Olympia Parkway
Missouri City, Texas 77469

Exhibit "F"

Jrm/211
1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Three (3), inclusive in Block One (1); Lots One (1) through Sixteen (16), inclusive in Block Two (2); and Lots One (1) through Fourteen (14), inclusive in Block Three (3). And all in Villa del Lago at Lake Olympia Section One, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on June 17, 2017, in the Plat Records of Fort Bend County, Texas.

2. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

(a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting.

(b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures, and

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

(d) All plans submitted to the Architectural Control Committee, including partial, preliminary, and final plans, shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the Lot and/or that a free preservation technology be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

3. The following Sections of Article VII are amended as follows:

Section 2, Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) garage for any 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-cochères) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6, Frontage. All improvements shall be constructed on Lots so as to face the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.

Section 7, Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 2,000 square feet and not more than 3,400 square feet of living area if a one-story Living Unit and not less than 2,600 square feet and not more than 4,000 square feet of living area if a two-story Living Unit. All computations of living
area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant’s quarters and/or greenhouses. Measurements shall be made to the face of the outside wall of the living area.

Section 9. 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, compatible 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 10. Garages. Unless the Architectural Control Committee specifically approves otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable to all Lots of the Subdivision. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

4. There is added to Article VII new Sections 33, and 35 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide drapes, blinds, or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

(a) For the purposes of tree preservation the term “tree” shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.

(b) Every effort must be made to locate all improvements, driveways, 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, sidewalks, patios, decks, foci, and any other improvement, structure, or facility to be placed upon the Lot shall be submitted and shall require approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.

(e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the Lot.

6. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

7. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the
Exhibits "E" and "F" which are attached to the Declaration.

8. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions, and reservations contained in the Declaration shall be and remain in full force and effect.

9. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 14th day of JULY, 1998.

LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles Corporation
DBA AFG LAKE OLYMPIA, INC.

BY: ANDREW CHOY, President

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 14th day of JULY, 1998 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, dba AFG LAKE OLYMPIA, INC., on behalf of said corporation.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: [Signature]
MY COMMISSION EXPIRES: May 12, 2001
STREET TREE PLANTING

ALL LOTS WILL RECEIVE STREET TREES. TWO (PLANTING 2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE OF THE LOT ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES SHALL HAVE A SPACING EQUIVALENT TO THE FRONT OF THE LOT SPACING AND SHALL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES IN THE FRONT OF THE LOT ARE REMOVED OR DIE EITHER DURING CONSTRUCTION OF THE HOME OR AT A LATER TIME. THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO REQUIRE STREET TREES ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE
   A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN), HORTICULTURE STANDARDS
   B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION.
   C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
   D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES.

2. PRODUCT AND SPECIFICATIONS
   A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
   B. SEE CHART "AA" FOR TREE TYPES AND STREET LOCATION
   C. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE.
   D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS, OR ADJACENT PROPERTY.

EXHIBIT "F"
Page 1 of 2
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>VILLA DEL LAGO</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
<tr>
<td>PALMERA COURT</td>
<td>SOUTHERN MAGNOLIA</td>
<td>MAGNOLIA GRANDIFLORA</td>
</tr>
<tr>
<td>CASA DEL MAR</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
<tr>
<td>CORONA DEL MAR</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
</tbody>
</table>

Return To 2700 Lake Olympia Development
Lake Olympia Parkway
M8, City, TX 77459
CORRECTED DECLARATION OF ANNEXATION

FOR

VILLA DEL LAGO 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 in the State of Texas as LAKE OLYMPIA
DEVELOPMENT CORPORATION ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of the properties described on
Exhibits "A", "B", and "C" which are attached hereto and incorporated by reference for all
purposes (the "Property") upon which Declarant is in the process of developing a residential/ixed
use commercial community known as Lake Olympia pursuant to a common or uniform plan or
scheme of development.

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions, and Restrictions
("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County,
Texas, Declarant has created, out of the portion of the Property which is more particularly
described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE
OLYMPIA, SECTION ONE and has imposed upon such subdivision the covenants, conditions,
and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create,
out of that portion of the Property, more particularly described in Exhibit "D" which is attached
hereto and incorporated herein by reference for all purposes, a subdivision to be known as VILLA
DEL LAGO AT LAKE OLYMPIA SECTION TWO, (the "Subdivision") and to impose upon the
property constituting the Subdivision, the covenants, conditions, and restrictions described in the
Declaration, except to the extent that the same are modified or amended herein, all as a part of
Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held,
sold, and conveyed subject to all of the easements, restrictions, covenants, and conditions
described in the Declaration, which is incorporated herein by reference for all purposes, except to
the extent that the Declaration is specifically amended herein, all of which easements, restrictions,
covenants, and conditions shall be binding upon any person or entity owning or claiming any right,
title, or interest in or to any portion of the property constituting the Subdivision, and their heirs,
successors and assigns, and all of which shall inure to the benefit of, and be enforceable by,
Declarant and each Owner (as defined in the Declaration); provided, however, that the
easements, covenants, and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants, and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1), inclusive in Block One (1); Lots One (1) and Lot Two (2), inclusive in Block Two (2); and Lots One (1) through Eighteen (18), inclusive in Block Three (3). And all in Ville de Legue at Lake Olympia Section Two, a subdivision in Fort Bend County, Texas according to the map or plats thereof, recorded on Slide No. 19168 in the Plat Records of Fort Bend County, Texas.

2. Article V, Section Four, “Approval of Plans” is hereby amended to the following extent, and to the following extent only:

(a) Plans for landscaping and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;

(b) The final working plans and specifications need not include details of interior mechanical, electrical, and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and

(c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size, and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.

(d) All plans submitted to the Architectural Control Committee, including partial, preliminary, and final plans shall show the location of the proposed foundation or slab upon each Lot. The Architectural Control Committee shall have the right to require that the slab or foundation be located within the Lot and/or that a preservative be used to the extent that the Architectural Control Committee believes that this may help to preserve the maximum number of trees upon the Lot or within the subdivision.

3. The following Sections of Article VII are amended as follows:

Section 2. Improvements 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 approved 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-cochères) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 8. Frontage. All improvements shall be constructed on Lots so as to front the street upon which the Lot faces. A corner Lot shall be deemed to face toward the street which is furthest from the building setback line for such Lot. The front exterior wall of a dwelling shall be constructed so as to be either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed Forty-five (45) degrees.
Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 2,000 square feet and not more than 3,400 square feet of living area if a one-story Living Unit and not less than 2,800 square feet and not more than 4,000 square feet of living area if a two-story Living Unit. All computations of living area shall be exclusive of open or screened porches, terraces, patios, driveways, garages, servant’s quarters and/or greenhouses. Measurements shall be made to the faces of the outside walls of the living area.

Section 8. Roofing Material. The roof of any Living Unit (including any garage or servant’s quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 240 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each Living Unit shall have a detached enclosed private garage, but in no event more than one (1) garage for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a Lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. All garage doors shall open to the front of the Lot unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable to all Lots of the Subdivision. Unless otherwise specifically agreed in writing by the Architectural Control Committee, no building, fence, or other structure shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building setback lines shown on the subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

4. There is added to Article VII new Sections 33. and 35 as follows:

Section 33. Window Coverings. Each Owner and occupant of a Living Unit shall provide shutters, blinds, or window coverings, the exterior of which, when such window coverings are closed, shall be of white or neutral color.

Section 35. Tree Preservation. The following shall apply to all Lots containing existing trees:

(a) For the purposes of tree preservation the term “tree” shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.

(b) Every effort must be made to locate all improvements, drives, trenches, and other structures to be placed upon the Lot in such a way as to minimize the number of trees which must be cut or removed.

(c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill, and any other improvement, structure, or facility to be placed upon the Lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.

(d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.

(e) The Architectural Control Committee shall have the right to require the installation of a tree or trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed upon the Lot.

6. There is added to Article X a new Section 12 as follows:
Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

7. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.

8. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions, and reservations contained in the Declaration shall be and remain in full force and effect.

9. All words, phrases, or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 14th day of April, 2001:

LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, doing business in the State of Texas as LAKE OLYMPIA DEVELOPMENT CORPORATION

BY: ____________________________
    ANDREW CHOY, President

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

This instrument was acknowledged before me on the 14th day of April, 2001 by ANDREW CHOY, President and CEO of LAKE OLYMPIA DEVELOPMENT, N.V., a Netherlands Antilles Corporation, doing business in the State of Texas as LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.

______________________________
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
NAME: ________________________
MY COMMISSION EXPIRES: _______________
STREET TREE PLANTING

ALL LOTS WILL RECEIVE STREET TREES. TWO (PLANTING 2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE OF THE LOT ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES SHALL HAVE A SPACING EQUIVALENT TO THE FRONT OF THE LOT SPACING AND SHALL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES IN THE FRONT OF THE LOT ARE REMOVED OR DIE EITHER DURING CONSTRUCTION OF THE HOME OR AT A LATER TIME. THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO REQUIRE STREET TREES ON ANY WOODED LOT IT DEEMS NECESSARY.

STREET TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE
   A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSEYMEN, INC. (AAN); HORTICULTURE STANDARDS.
   B. THE SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN A VIABLE CONDITION.
   C. THE BUILDER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE STREET TREES IN A VIABLE CONDITION.
   D. THE SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE TYPES AND LOCATION OF THE REQUIRED STREET TREES.

2. PRODUCT AND SPECIFICATIONS
   A. ALL TREES SHALL BE A MINIMUM 2 1/2 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
   B. SEE CHART "AA" FOR TREE TYPES AND STREET LOCATION.
   C. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE.
   D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS, OR ADJACENT PROPERTY.

EXHIBIT "F"
Page 1 of 2
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>TREE TYPE</th>
<th>BOTANICAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>VILLA DEL LAGO DRIVE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
<tr>
<td>FREEDOM TREE DRIVE</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
<tr>
<td>FREEDOM TREE COURT</td>
<td>LIVE OAK</td>
<td>QUERCUS VIRGINIANA</td>
</tr>
</tbody>
</table>

AFTER RECORDING PLEASE RETURN TO:

LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459