

DEED RESTRICTIONS

OF

**ROYAL OAKS RESIDENTIAL
COMMUNITY OWNERS ASSOCIATION, INC.**

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
ROYAL OAKS RESIDENTIAL COMMUNITY**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made this 2 day of March, 2000, by ROYAL OAKS LAND LIMITED PARTNERSHIP, a Delaware limited partnership ("Declarant")

RECITALS

Declarant is the owner of the real property described in Exhibit A and Exhibit B attached hereto, and Declarant currently intends to develop the same in one or more phases each to be comprised of a coordinated residential community. Declarant is also the owner of certain real property described on Exhibit C attached hereto which is adjacent to the Properties and which Declarant intends to develop with one (1) golf course, tennis courts, an aquatic center, a spa and sports club, a main clubhouse, and associated maintenance facilities as part of a private country club, together with certain other amenities and facilities, as well as surface stormwater drainage facilities serving all of the Properties. As part of the development of the Country Club Property, Declarant intends to establish the Country Club and to accept members therein, subject to the Club Rules. Purchasers of homes constructed upon the Properties may, in addition to others, seek membership in the Country Club in accordance with the Club Rules.

This Declaration imposes upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Properties, and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Properties. This Declaration also imposes certain restrictions upon the Country Club Property as more particularly set forth hereinbelow.

Declarant hereby declares that all of the Properties and any additional property subjected to this Declaration by Supplemental Declaration shall be held, sold, used 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 Properties and shall, as provided for herein, inure to the benefit of the owners from time to time of the Country Club Property. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Properties or any part thereof, their heirs, successors, successors-in-title, and assigns.

ARTICLE I
DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1 "Area of Common Responsibility". The Common Area, together with those areas, if any, which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, or by contract become the responsibility of the Association.

1.2 "Articles of Incorporation" or "Articles". The Articles of Incorporation of Royal Oaks Residential Community Owners Association, Inc., as filed with the Secretary of State of the State of Texas.

1.3 "Assessment". Assessments levied on all Lots subject to assessment under Section 10.7 to fund Common Expenses for the general benefit of all Lots, as more particularly described in Sections 10.1 and 10.3.

1.4 "Association". Royal Oaks Residential Community Owners Association, Inc., a Texas nonprofit corporation, its successors and assigns.

1.5 "Board of Directors" or "Board". The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Texas corporate law.

1.6 "Builder". Any Person who purchases one or more Lots for the purpose of constructing improvements for later resale to third parties.

1.7 "By-Laws". The By-Laws of Royal Oaks Residential Community Owners Association, Inc., as they may be amended.

1.8 "Class "B" Control Period". The period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as provided in Section 3.3 of the By-Laws.

1.9 "Club Bylaws". The bylaws adopted from time to time by the Declarant to govern the operation of the Country Club, as the same may be amended, supplemented, and modified from time to time.

1.10 "Club Rules". Shall have the meaning ascribed to it in the Club Bylaws, as the same may be amended, supplemented and modified from time to time.

1 11 "Common Area". All real and personal property which the Association owns, leases or otherwise holds possessory or use rights in, or which are otherwise beneficial, for the common use and enjoyment of the Owners and shall include, without limitation and regardless of whether owned by the Association or others, all fences or walls surrounding the exterior of the Properties, all monument signs, entry markers and landscaped areas at each entrance to the Properties, streets within the Properties, golf course lighting, bridges spanning rights-of-way, walkways and trails, guardhouses and gates, security systems, medians, esplanades, and parkways in and along Richmond Avenue, Kirkwood Drive, Meadowglen Lane, Royal Oaks Drive, Wilcrest, Bonnebridge, and Westpark (and any other streets along, or providing access to, or within the Properties, and all streets, street lights and utility facilities in or along said streets) and the Stormwater Drainage Facilities. The term "Common Area" shall also include the Exclusive Common Area, as defined below.

1 12 "Common Expenses". The actual and estimated expenses incurred or anticipated to be incurred by, and the liabilities of, the Association for the general benefit of the Properties, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration, the By-Laws, and the Articles of Incorporation. Common Expenses shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs. Common Expenses shall include, however, costs incurred by the owner of the Country Club Property for the maintenance, repair, and replacement of the Stormwater Drainage Facilities even though the same are not owned by the Association, and any other expenses relating to the maintenance, repair, replacement, and operation of facilities within or about the Country Club Property which, in the opinion of the Board, benefit the Properties.

1 13 "Community-Wide Standard". The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties or as may be more specifically determined, from time to time, by the Board of Directors and the New Construction Committee and may include specific landscape maintenance standards set forth in landscape rules, which rules shall, in addition to other matters, require each Owner to maintain such Owner's Lot in accordance with such landscape rules as may be adopted from time to time as part of the Community-Wide Standard.

1 14 "Country Club". The Royal Oaks Country Club established by the Declarant and which includes all of the Facilities (as defined in the Club Bylaws).

1 15 "Country Club Property". The real property, together with the Facilities (as defined in the Club Bylaws) constructed thereon, including, without limitation, the golf course, the aquatic center, the spa and sports club, and the main clubhouse, described on Exhibit C attached hereto, as the same may be amended and modified from time to time by the Declarant.

1.16 "Consumer Price Index". The United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Wage Earners and Clerical Workers, All Items Index, for the Greater Houston, Texas Metropolitan Statistical Area (1982=100). If such index is not available at any time a determination is to be made under this Declaration utilizing

the Consumer Price Index, the Board shall select such other index as may, in their discretion, reasonably approximate the same. Increases in the amount or costs of items to be calculated under this Declaration based upon increases in the Consumer Price Index shall be made upward in the same percentage as the percentage increase in the index in effect on the date hereof to that published most closely to the date of the effective date of the increase to be effected under this Declaration

1.17 "Declarant" Royal Oaks Land Limited Partnership, a Delaware limited partnership, or any successor, successor-in-title, or assign who takes title to any portion of the Properties for the purpose of development and/or resale in the ordinary course of business and who is designated as the Declarant in an instrument executed by the immediately preceding Declarant and recorded in the Official Records of Real Property of Harris County, Texas

1.18 "Design Guidelines". The architectural, design, and development guidelines and application and review procedures initially prepared by the Declarant and initially adopted by the New Construction Committee pursuant to Article XI and applicable to all portions of the Properties. The Design Guidelines may also include landscaping guidelines and maintenance procedures and criteria

1.19 "Exclusive Common Area". A portion of the Common Area intended for the exclusive use or primary benefit of one or more of the Lots, as more particularly described in Article II

1.20 "Golf Course Lot". Each Lot identified as a "Golf Course Lot" by the Declarant prior to the sale thereof by Declarant or which has a boundary (or a portion of any boundary) which abuts, or has a common boundary with, any portion of the golf course within the Country Club Property

1.21 "Lot". A portion of the Properties designated as a "Lot" by the Declarant (whether by Plat or otherwise) and upon which it is intended to be constructed a residential structure. The term "Lot" shall also include all improvements thereon from time to time.

1.22 "Member". A person entitled to membership in the Association, as provided in Section 3.2

1.23 "Mortgage". A mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.24 "Mortgagee". A beneficiary or holder of a Mortgage

1.25 "Mortgagor". Any Person who gives a Mortgage.

1.26 "Owner". One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding any interest merely as security for the performance of an

obligation. If a Lot is sold under a recorded contract of sale, then upon recording of such contract, the purchaser (rather than the fee owner) will be considered the Owner, if the contract specifically so provides.

1.27 "Person". A natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.28 "Private Landscape Area". Those portions of a Lot designated by the Declarant or the Board as a Private Landscape Area and with respect to which the Association shall have the right, but not the obligation, to maintain the landscaping and other flora from time to time situated thereon. All costs associated with such maintenance by the Association shall be assessed as a Specific Assessment against the Owner of the Lot in which such Private Landscape Area is designated.

1.29 "Properties". The real property described in Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with Article IX.

1.30 "Records". The Official Records of Real Property in Harris County, Texas.

1.31 "Shared Services Agreements". One or more agreements executed and delivered from time to time by the Association to the owner of the Country Club Property or others with regard to the provision of, and sharing costs and expenses to provide and maintain facilities (including, without limitation, the Stormwater Drainage Facilities) for the provision of, utility and other services to the Properties as a whole including, without limitation, agreements for the provision of potable water, sanitary sewer discharge, electricity, natural gas, security, cable television, refuse removal, Internet access and other communication services. All costs and expenses incurred by the Association under the Shared Services Agreement shall constitute part of the Common Expenses.

1.32 "Special Assessment". Assessments levied in accordance with Section 10.5 of this Declaration.

1.33 "Specific Assessment". Assessments levied in accordance with Section 10.6 of this Declaration.

1.34 "Stormwater Drainage Facilities". The facilities located in the Properties and the Country Club Property developed or used, in whole or in part, for the drainage of surface stormwater from the Properties, the Country Club Property and certain other adjacent property and including, without limitation, all detention ponds and lakes within the Country Club Property and all related lines, conduits, pumps, pipes, water outflow meters and systems, and other related equipment and facilities.

1.35 "Supplemental Declaration". An amendment or supplement to this Declaration filed pursuant to Article IX which subjects additional property to this Declaration and/or

imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or which affects any other amendment or modification of this Declaration

1.36 "Utility District" Harris County Municipal Utility District No. 372, its successors and assigns

ARTICLE II COMMON AREAS

2.1 Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to.

- (1) This Declaration, the By-Laws and any other applicable covenants;
- (2) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (3) The right of the Board to adopt rules regulating the use and enjoyment of the Common Area,
- (4) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area pursuant to Section 4.8;
- (5) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, and
- (6) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Area," as more particularly described in Section 2.2

2.2 Exclusive Common Area Certain portions of the Common Area may be designated by the Declarant or the Board as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners of a particular Lot or Lots. All costs associated with maintenance, repair, replacement, and insurance of Exclusive Common Area shall be assessed as a Specific Assessment against the Owners of the Lots to which the Exclusive Common Area is assigned.

Initially, the Declarant shall designate any Exclusive Common Area as such and shall assign the exclusive use thereof in the deed conveying the Common Area to the Association or on a Plat relating to such Common Area; provided, any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Area to additional Lots, so long as the Declarant has a right to subject additional property to this Declaration pursuant to

Section 9 1 Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of a particular Lot or Lots and Exclusive Common Area may be reassigned upon the vote of Members representing at least a majority of the total Class "A" votes in the Association, including at least a majority of the Class "A" votes attributable to the Lot(s) to which the Exclusive Common Area is assigned, if applicable, and attributable to the Lot(s) to which the Exclusive Common Area is to be assigned. As long as the Declarant owns any property described on Exhibits "A" or "B" for development and/or sale, any such assignment or reassignment shall also require the Declarant's consent

ARTICLE III ASSOCIATION FUNCTION, MEMBERSHIP, AND VOTING RIGHTS

3.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area within the Properties. The Association shall be the primary entity responsible for enforcement of this Declaration and such rules regulating use of the Properties as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Guidelines. The Association shall perform its functions in accordance with this Declaration, the By-Laws, the Articles, and Texas law

3 2 Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in this Article III and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights and privileges may be exercised by the Owner or, in the case of an Owner which is a corporation, partnership or other legal entity, by an officer, director, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3 3 Voting. The Association shall have two classes of membership, Class "A" and Class "B"

3 4 Class "A" Class "A" Members shall be all Owners except the Class "B" Member, if any. Each Class "A" Member shall be entitled to one (1) vote per each Lot owned by such Member

3 5 Class "B" The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve or withhold approval of actions proposed under this Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class "B" Member may appoint a majority of the members of the Board during the Class "B" Control Period, as specified in Section 3 3 of the By-Laws, and shall otherwise have and retain, during such period, plenary rights over the operation and administration of the Association, the Board and all committees during such time. After termination of the Class "B"

Control Period, the Class "B" Member shall have the right to disapprove actions of the Board and committees as provided in Section 3.18 of the By-Laws

3.6 Termination of Class "B" Membership The Class "B" membership shall terminate upon the earlier of

(1) two years after termination of the Class "B" Control Period pursuant to Section 3.3 of the By-Laws; or

(2) when, in its discretion, the Declarant so determines and declares in a recorded instrument signed by it and filed for record in the Records.

3.7 Exercise of Voting Rights If there is more than one Owner of any Lot, the votes for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting at which such votes are to be cast. Absent such advice, the vote allocated to the Owner of such Lot shall be suspended if more than one Person seeks to exercise them

ARTICLE IV RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Common Area. The Association shall manage and control the Common Area and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, consistent with this Declaration and the Community-Wide Standard.

4.2 Personal Property and Real Property for Common Use The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant may convey to the Association improved or unimproved real estate located within the properties described in Exhibits "A" and "B", personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed whereby the same is so conveyed to the Association.

4.3 Rules The Association, through its Board, may make and enforce rules governing the use of the Properties in addition to, further defining or limiting, and, where specifically authorized hereunder, creating exceptions to those covenants and restrictions set forth in this Declaration. Such rules may include, but shall not be limited to, garbage collection procedures, prescribed hours for lawn maintenance activities, and similar matters. Such rules shall be binding upon all Owners, occupants, invitees, and licensees until and unless repealed or modified in a regular or special meeting by the vote of Members representing at least two-thirds (2/3) of the total Class "A" votes in the Association and by the Class "B" Member, so long as such membership exists

4 4 Enforcement. The Association may impose sanctions for violations of this Declaration, any applicable Supplemental Declaration, the By-Laws, or rules in accordance with procedures set forth in the By-Laws, including reasonable monetary fines and suspension of the right to vote. In addition, in accordance with Section 3.23 of the By-Laws, the Association may exercise self-help to cure violations, and may suspend any services it provides to the Lot of any Owner who is more than 30 days delinquent in paying any assessment or other charge due to the Association. The Board may seek relief in any court for violation or to abate nuisances.

The Association, by contract or other agreement, may enforce county and city ordinances, if applicable, and permit Harris County, Texas, to enforce applicable ordinances on the Properties for the benefit of the Association and its Members. The Association may also enforce any specific covenants and use restrictions applicable to a particular Lot contained in the deed conveying such Lot to the Owner thereof.

4 5 Implied Rights: Board Authority. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4 6 Governmental Interests. So long as the Declarant owns any property described on Exhibits "A" or "B," the Declarant may designate sites within the Properties for fire, police, utility facilities, public schools and parks, and other public facilities. The sites may include Common Area and in such case, the Association shall dedicate and convey such sites as directed by the Declarant, and no membership approval shall be required.

4 7 Indemnification. The Association shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred in connection with any action, suit, or proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except for the obligations to pay assessments and other charges assessed to them in their capacity as Members hereunder, to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action AND INCLUDING FROM THE CONSEQUENCES OF SUCH PARTIES' OWN NEGLIGENCE IN CONNECTION WITH OR ARISING OUT OF ANY ACTION TAKEN BY THEM IN A GOOD FAITH PURSUIT OF THE PERFORMANCE OF THEIR OBLIGATIONS OR EXERCISE OF THEIR AUTHORITY HEREUNDER. Any right to indemnification provided for herein shall not be exclusive of any

other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available

4.8 Dedication of Common Area The Association may dedicate portions of the Common Area to Harris County, Texas, or to any other local, state, or federal governmental entity

4.9 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be which activities may include manned access control at one or more entries to the Properties, remote entry control at certain entries to the Properties and one or more roving patrols (the costs of all of the foregoing shall constitute a Common Expense) NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CAN NOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED EACH OWNER ACKNOWLEDGES, AGREES, AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTIES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS RESULTING FROM ACTS OF THIRD PARTIES.

4.10 Errant Golf Balls Declarant has advised each Owner, and each Owner by acceptance of the deed to a Lot acknowledges that such Owner has been advised, that the Country Club Property includes a golf course and that not only the Golf Course Lots but other Lots in proximity to the golf course can expect that golf balls will be projected into the Lots from the golf course and may strike the improvements upon the Lot and cause both property damage and injury to Persons By acceptance of a deed to a Lot the Owner thereof, on behalf of himself or herself, and all residents of such Lot and all guest and invitees thereon from time to time

(1) acknowledges the potential for such damage and injury and has considered the same and agreed to accept the risks thereof in exchange for the benefits of owning a Lot in proximity to a golf course,

(2) assumes all risk of such damage and injury and releases Declarant, the Association, the Board, the owner of the Country Club Property, each operator of the Country Club Property or any part thereof, and their respective partners, officers, directors, and employees and contract laborers (collectively, the "Golf Course Indemnitees") of and from any and all claims for damage to property or injury to person arising therefrom or associated with such errant golf balls, and

(3) agrees to indemnify, defend, and hold harmless the Golf Course Indemnitees of, from, and against any and all claims, demands, liabilities, suits, damages, costs and expenses (including attorneys and paralegal fees and costs of investigation and court) suffered or incurred by all or any of the Golf Course Indemnitees arising out of, or related to, directly or indirectly, golf balls flying into, landing upon or otherwise striking any Person or other property on or about such Owner's Lot. The obligation of an Owner to so indemnify will survive the sale or other conveyance of such Owner's Lot but only as to instances or events occurring on or about such Lot during such Owner's period of ownership

4 11 Reclaimed Water Declarant hereby discloses to each Owner, and each Owner by acceptance of title to his or her Lot hereby acknowledges, that the owner of the Country Club Property may use reclaimed water for irrigation of the Golf Course Property and that SUCH WATER IS NOT INTENDED FOR HUMAN CONSUMPTION.

4 12 Shared Services Agreements Both the Declarant, on behalf of the Association and the Board, and the Association shall have the right to enter into one or more Shared Services Agreements whereby Declarant or the Association, as the case may be, grants to third party providers the exclusive or non-exclusive right to provide to the Properties and each Owner certain services including, without limitation, those services of the type described in the definition of the term "Shared Services Agreement" as set forth above. Each such Shared Services Agreement shall be binding upon each Owner and the Association. Furthermore, as provided above, the Declarant (on behalf of the Association) or the Association shall enter into a Shared Services Agreement with the owner of the Country Club Property pursuant to which, among other things, the Association and the owner of the Country Club Property agree to share costs and expenses of operating, repairing, maintaining and replacing potable water, sanitary sewer, and surface stormwater equipment, and facilities as well as the costs incurred in providing such services

ARTICLE V MAINTENANCE

5 1 Association's Responsibility The Association shall maintain and keep in good repair the Area of Common Responsibility, which shall include, but need not be limited to

(1) all landscaping and other flora, signage, structures, and improvements, including any private streets and pedestrian pathways/trails, situated upon, or comprising a part of the Common Area (and whether within or outside the Properties);

(2) landscaping, sidewalks, street lights and signage within public rights-of-way within or abutting the Properties, and landscaping and other flora within any public utility easements and conservation easements within the Properties (subject to the terms of any easement agreement relating thereto),

(3) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association; and

(4) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association

There are hereby reserved to the Association easements over the Properties as necessary to enable the Association to fulfill such responsibilities. The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for reasonable periods as necessary to perform required maintenance or repairs

The Association may maintain other property which it does not own, including, without limitation, publicly owned property (including, without limitation, the medians within and areas of the rights of way along, and parkways adjacent to, Royal Oaks Club Drive, Wilcrest, Meadowglen Lane, Westpark, Richmond Avenue, Bonnebridge, and Kirkwood Drive), the entries to the Properties at Westheimer Road and other entries, and any other property if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots in the manner of and as a part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Area or a Private Landscape Area shall be assessed pursuant to Section 10.6 solely against the Lot(s) to which the Exclusive Common Area or, as the case may be, Private Landscape Area, is assigned, notwithstanding that the Association may be responsible for performing, or in the case of the Private Landscape Area, have the right to perform, such maintenance hereunder

5.2 Owner's Responsibility Each Owner shall maintain such Owner's Lot in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to this Declaration, any Supplemental Declaration, or other declaration of covenants applicable to

such Lot. In addition to any other enforcement rights, if an Owner fails properly to perform such Owner's maintenance responsibility, the Association may (but shall not be obligated to) perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with Section 10.6. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.3 Standard of Performance Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties as the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants.

Notwithstanding anything to the contrary contained herein, the Association and/or an Owner shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.4 Party Walls and Similar Structures

(1) General Rules of Law to Apply: Each wall, fence, driveway or similar structure built as a part of the original construction on the Lots which serves and/or separates any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(2) Sharing of Repair and Maintenance Unless otherwise determined by the Board, the cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(3) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(4) Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by negligence or willful act causes a party structure to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

(5) Right to Contribution Runs With Land The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(6) Disputes Any dispute arising concerning a party structure shall be handled in accordance with the provisions of Article XV.

5.5 Landscaping of Golf Course and other Lots Each Golf Course Lot shall be subject to the following additional restrictions and agreements relating to fences and landscaping at the rear of each Golf Course Lot as well as the type of grass used in each of the front, side and the backyards of each Golf Course Lot and other Lot

(a) in the event that an Owner installs, or causes to be installed, a fence in the rear yard area of his or her Golf Course Lot (each Owner with a swimming pool in a Golf Course Lot shall be obligated to install a fence), then: (i) the fence may have a solid base (not to exceed two (2) feet in height) but shall otherwise be a wrought iron "view" fence, such fence not to exceed sixty (60) inches in height overall (measured from grade and including any solid base), and (ii) the Owner also shall have installed immediately outside such fence (i.e., within the Country Club Property) a planter area ("Planter Area") consisting of shrubbery and an irrigation system as approved by the NCC (but in no event unimproved or improved only with sod or lawn), which Planter Area shall extend up to five (5) feet onto the Country Club Property, subject to approval by the owner of the Country Club Property), and

(b) the NCC may, in its sole discretion, consider and/or approve installation by an Owner of plexiglass or similar "view" panels in lieu of the wrought iron fencing referenced above; and

(c) the Owner of a Golf Course Lot which is appurtenant to a Planter Area shall be responsible, at his or her sole expense, for installation, maintenance, repair, and/or replacement of all fences (and/or view panels), irrigation, and shrubbery located therein, or thereon, and

(d) absent prior written approval of the Association and the owner of the Country Club Property, in its sole discretion, no Owner may add to, delete, modify, or change any improvement installed on or adjacent to a Planter Area; and

(e) each of the front, side and backyards of each Golf Course Lot shall use only a hybrid bermuda grass variety used in the golf course as a lawn grass for such yard (and shall overseed the same with rye grass if, and at all times when, the golf course is overseeded) Similarly, the front yard of each other Lot shall use only a hybrid bermuda grass variety used in the golf course as a lawn grass for such yard (and shall overseed the same with rye grass if, and at all times when, the golf course is overseeded)

Notwithstanding an Owner's obligations with respect to the Planter Area set forth herein, no Owner shall acquire, by limitations, use or otherwise, any right, title or interest in or to any part of the Country Club Property (including, without limitation, the Planter Area) and each Owner who plants landscape within, cultivates, maintains or uses a Planter Area hereby quitclaims to the owner of the Country Club Property any and all right, title and interest such Owner may, by

virtue of such use and care of a Planter Area, have or hold. Each such Owner shall be deemed to have waived all rights available at law or in equity to claim any right, title or interest in or to a Planter Area and shall be obligated, at anytime and from time to time upon the request of the owner of the Country Club Property, to execute and deliver such waivers, quitclaim deeds and other instruments as such owner of the Country Club Property may deem necessary or desirable to ratify and re-confirm that the Owner has and claims no rights or interests in the Planter Area.

5.6 Owner's Exterior Illumination Requirements. The NCC or the MC may require that certain exterior illumination on each Lot be equipped with sensors which cause such lights to illuminate automatically (including, without limitation, lighting attached to the improvements on a Lot or which are intended to illuminate landscaping). Should such sensors be required, each Owner shall cause the same to be maintained in good working condition at all times (including replacement of the same as is necessary) and shall insure that all light bulbs (or other illumination devices) to which the same are affixed are similarly in good working condition at all times.

ARTICLE VI INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance. The Association, acting through its Board or its duly authorized agent, shall obtain blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a loss. The Association shall have the authority to and interest in insuring any privately or publicly owned property for which the Association has maintenance or repair responsibility. Such property shall include, by way of illustration and not limitation, any insurable improvements on or related to parks, rights-of-way, medians, easements, and walkways which the Association is obligated to maintain. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The face amount of the policy shall be sufficient to cover the full replacement cost of the insured property.

The Association also shall obtain commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. The commercial general liability coverage (including both primary and any umbrella policies) shall have a limit of at least \$5,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. The Association shall also obtain and maintain director's and officer's liability insurance in an amount of not less than \$1,000,000 per occurrence.

Premiums for all insurance on the Common Area and/or the Area of Common Responsibility shall be Common Expenses and shall be included in the Base Assessment. However, premiums for insurance on Exclusive Common Area may be assessed against the

Lot(s) benefited in accordance with Section 10.6 unless the Board reasonably determines that other treatment of the premiums is more appropriate.

The policies may contain a reasonable deductible which shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the required coverage. In the event of an insured loss, the deductible shall be paid in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 3.23 of the By-Laws, that the loss is the result of the negligence or willful conduct of one or more Owners or occupants, then the Board may specifically assess the full amount of such deductible against the Lot of such Owner or occupant, pursuant to Section 10.6.

All insurance coverage obtained by the Association shall:

(1) be written with a company authorized to do business in Texas which holds a Best's rating of A or better and is assigned a financial size category of IX or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available,

(2) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Area shall be for the benefit of the Association and its Members,

(3) vest in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss;

(4) not be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and

(5) have an inflation guard endorsement, if reasonably available, and shall otherwise be increased in amount by the Board to such amounts as they may reasonably determine. If the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association may arrange for a periodic review of the sufficiency of insurance coverage by one or more qualified persons.

The Board shall use reasonable efforts to secure insurance policies containing endorsements that:

(a) waive subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests,

(b) waive the insurer's rights to repair and reconstruct instead of paying cash,

(c) preclude cancellation, invalidation, suspension, or nonrenewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure,

(d) exclude individual Owners' policies from consideration under any "other insurance" clause,

(e) require at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or nonrenewal; and

(f) contain a cross liability provision

The Association may, in the discretion of the Board, also obtain, as a Common Expense, workers compensation insurance and employer's liability insurance, and flood insurance

The Association also shall obtain, as a Common Expense, a fidelity bond or bonds, if generally available at reasonable cost, covering all persons responsible for handling Association funds. The Board shall determine the amount of fidelity coverage in its best business judgment but, if reasonably available, shall secure coverage equal to not less than one-sixth (1/6) of the annual Base Assessments on all Lots plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least 30 days' prior written notice to the Association of any cancellation, substantial modification or nonrenewal

6.2 Owner Insurance. By virtue of owning or taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements comprising part of a Lot, less a reasonable deductible. In no event shall the Association be obligated to provide such insurance nor shall, in any event, the Association be liable or responsible for any damage to a Lot **REGARDLESS OF THE CAUSE OR ORIGIN THEREOF INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF THE ASSOCIATION OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES,** and each Owner, by acceptance of a deed to a Lot, will have agreed to forever waive and relinquish any and all such claims.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising the Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

6.3 Damage and Destruction Immediately after damage or destruction to all or any part of any property covered by insurance written in the name of the Association, the Board or its

duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Members representing at least 75% of the total Class "A" votes in the Association, and the Class "B" Member, if any, decide within 60 days after the loss not to repair or reconstruct

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 120 additional days. No Mortgagees shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

6.4 Disbursement of Proceeds. Any insurance proceeds remaining after paying the cost of repair or reconstruction of affected property which was covered by insurance written in the name of the Association, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and placed in a capital improvements account

6.5 Repair and Reconstruction. If insurance proceeds are insufficient to cover the costs of repair or reconstruction of affected property which was covered by insurance written in the name of the Association, the Board of Directors shall, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1.

ARTICLE VII NO PARTITION; NO SUBDIVISION

7.1 No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No person shall seek any judicial partition unless the Properties or such portion thereof have been removed from the provisions of this Declaration. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

7.2 No Subdivision. No Owner may subdivide such Owner's Lot without the express prior written consent of the Board. Furthermore, no Owner may create any "timeshare estate" in

any Lot at any time ("timeshare estate" being given the meaning assigned to it as of the date hereof in the Texas Timeshare Act which comprises a part of the Texas Property Code)

7.3 Declarant's Right to Alter Lots Notwithstanding the foregoing or any other provisions of this Declaration, Declarant reserves the right to do each of the following with respect to a Lot at any time prior to the conveyance of such Lot by Declarant (a) subdivide such Lot into one or more lots each of which shall, upon completion of such subdivision, be a "Lot" for purposes hereof, and (ii) merge one or more adjacent Lots into a single Lot Declarant may also make such changes in the configuration of a Lot owned by the Declarant as Declarant may desire at any time and from time to time so long as the same does not materially affect any other Lot not owned by Declarant (unless such other owner consents thereto)

ARTICLE VIII CONDEMNATION

If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least 67% of the total Class "A" votes in the Association and of the Declarant, as long as the Declarant owns any property described on Exhibits "A" and "B") by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows

If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking the Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" of this Declaration, and Members representing at least 75% of the total Class "A" votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Sections 6.4 and 6.5 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine

ARTICLE IX ANNEXATION AND WITHDRAWAL OF PROPERTY

9.1 Annexation Without Approval of Membership. Until all property described on Exhibit "B" has been subjected to this Declaration or 30 years after the recording of this Declaration, whichever is earlier, Declarant may unilaterally subject to the provisions of this Declaration all or portions of the real property described in Exhibit "B". Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of

at least a portion of the real property described in Exhibit "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by Declarant and filed for record in the Records. Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the property set forth in Exhibit "B" in any manner whatsoever.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

9.2 Annexation With Approval of Membership The Association may subject any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Members representing a majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose, and the consent of the Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property. Any such annexation shall be effective upon filing unless otherwise provided therein.

9.3 Withdrawal of Property. The Declarant reserves the right to unilaterally amend this Declaration so long as it has a right to annex additional property pursuant to this Article for the purpose of removing any portion of the Properties from the coverage of this Declaration, to the extent originally included in error or as a result of any changes in the Declarant's plans for the Properties, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties. Such amendment may be made without prior notice and without the consent of any Person other than the owner of the property being withdrawn (if not the Declarant), and any such owner shall join in the execution of the amendment to evidence such consent. Upon request of the Declarant, the Association shall consent to withdrawal of Common Area in accordance with this Section.

9.4 Additional Covenants and Easements The Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of some or all of the Owners and obligating such Owners to pay the costs incurred by the Association through Base Assessments or Specific Assessments, as applicable. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant. Any Supplemental Declaration submitting additional property to this Declaration may supplement,

create exceptions to, or otherwise modify the terms of this Declaration as it applies to such additional property in order to reflect the different character and intended use of such property

9.5 Amendment This Article shall not be amended without the prior written consent of Declarant so long as the Declarant owns any property described in Exhibits "A" or "B", or any part of the Country Club Property.

ARTICLE X ASSESSMENTS

10.1 Creation of Assessments The Association is hereby authorized to levy assessments against each Lot for Association expenses as the Board may specifically authorize from time to time. There shall be three types of assessments for Association expenses. (a) Assessments to fund Common Expenses for the general benefit of all Lots, (b) Special Assessments as described in Section 10.5; and (c) Specific Assessments as described in Section 10.6. Each Owner, by owning, accepting a deed for, or entering into a recorded contract of sale for, any portion of the Properties, is deemed to covenant and agree to pay these assessments

All assessments, together with interest from the due date of such assessment at a rate determined by the Board (not to exceed the highest rate allowed by Texas law), late charges, costs, and reasonable attorney's fees, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in Section 10.8. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee (including any Mortgagee who acquires a Lot by foreclosure or deed in lieu thereof) shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Assessments shall be paid in annual, semi-annual, quarterly or monthly installments, as determined by the Board from time to time. Special and Specific Assessments shall be paid in such manner and on such dates as the Board may establish

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate

No Owner may exempt himself from liability for assessments, by nonuse of Common Area, abandonment of a Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant for payment of Common Expenses

10.2 Declarant's Obligation for Assessments. During the Class "B" Control Period and thereafter, Declarant may annually elect either to pay regular assessments on the Lots owned by it, or to pay the difference between the amount of assessments collected on all other Lots subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless the Declarant otherwise notifies the Board in writing at least 10 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of such election, the Association shall have a lien against all Lots owned by the Declarant to secure the Declarant's obligations under this paragraph, which lien shall have the same attributes and shall be enforceable in the same manner as the Association's lien against other Lots under this Article. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these

10.3 Computation of Assessment. At least 30 days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including, without limitation, a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 10.4. The total budget shall be allocated equally among all Lots subject to assessment under Section 10.7

So long as the Declarant has the right unilaterally to annex additional property pursuant to Article IX, the Declarant may, but shall not be obligated to, reduce the Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 10.2 above), which may be either a contribution, an advance against future assessments due from the Declarant, or a loan, in the Declarant's discretion. Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant

The Board shall send a copy of the budget and notice of the amount of the Base Assessment for the following year to each Owner at least 30 days prior to the beginning of the fiscal year for which it is to be effective. Each such budget and assessment adopted by the Board during the Class "B" Control Period shall be binding upon all Owners, otherwise, such budget and assessment shall become effective unless disapproved at a meeting by Members representing at least 75% of the total Class "A" votes in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within 10 days after delivery of the notice of assessments.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year (except that the portions thereof attributable to uncontrollable expenses [such as, by way of illustration and not limitation, ad valorem taxes, Utility District fees and charges, costs of electricity and insurance costs] shall be automatically adjusted upward as necessary to meet the actual costs of such items)

10.4 Reserve Budget and Capital Contribution The Board shall annually prepare a reserve budget which takes into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to the amount and timing by annual Base Assessments over the budget period.

10.5 Special Assessments In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Members representing at least 51% of the total Class "A" votes in the Association, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

10.6 Specific Assessments. The Board shall have the power to levy Specific Assessments against a particular Lot or Lots within the Properties, as follows:

(1) to cover the costs, including overhead and administrative costs, of providing Exclusive Common Area maintenance on behalf of such Lot or Lots and the costs incurred in the maintenance of the Private Landscape Area within such Lot;

(2) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to such Lot or Lots or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, janitorial service, pest control, courier services, etc.), and

(3) to cover costs incurred in bringing such Lot or Lots into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the By-Laws or rules, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their licensees, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing before levying in Specific Assessment under this subsection (c).

Specific Assessments levied under subsections (a) or (b) above may be levied in advance of the provision of the benefit, item, or service or as a deposit against charges to be incurred by the Owner, and if so levied, to the extent possible, notice of such Specific Assessments shall be

sent to each Owner against whom such Specific Assessments are levied at the same time as the budget and notice of the amount of the Assessment are sent pursuant to Section 10.3.

10 7 Date of Commencement of Assessments The obligation to pay assessments shall commence as to a Lot on the first day of the month following: (a) the month in which the parcel is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

10 8 Lien for Assessments The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest (subject to the limitations of Texas law), late charges and costs of collection (including attorney's fees). Such lien shall be deemed to be effective as of the date this Declaration is recorded in the Records. The lien shall be self-operative and shall continue in inchoate form without being reserved or referenced in any deed or other document and without any other action required. Such lien shall be superior to all other liens (including Mortgage liens), except the liens of all taxes, bonds, assessments, and other levies which by law would be superior. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure in accordance with Texas law.

Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, nonjudicial foreclosure proceedings in accordance with Section 51 002 of the Texas Property Code, as it may be amended, in like manner as any deed of trust on real property. Each Owner hereby grants to the Association, whether or not it is so expressed in the deed or other instrument conveying the Lot to such Owner, a power of sale to be exercised in accordance with Section 51 002 of the Texas Property Code, as it may be amended.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure (a) no right to vote shall be exercised on its behalf, (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and costs without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments whether pursuant to a Mortgage or otherwise. Unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 10 7, including such purchaser or transferee, its successors and assigns.

In furtherance of the foregoing, Declarant has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Dirk Gosda, Trustee ("Trustee") all of the Lots in trust for the benefit of the Association. At the option of the Association at any time and without cause or notice, a successor or substitute trustee may be appointed by execution by the Association of a written instrument appointing the successor or substitute Trustee without procuring the resignation of the former Trustee. The Trustee shall not incur any personal liability hereunder or otherwise in respect hereto, regardless of the basis therefor.

If an Owner fails to pay any amount it owes to the Association, the Association may, without prejudice to any other rights or remedies available at law or in equity, request the Trustee to foreclose the lien created by this Declaration whereupon the Trustee shall (i) either personally or by agent give notice of foreclosure required by the Texas Property Code for the sale of real property under power of sale confirmed by a deed of trust or other contract lien, (ii) sell and convey all or part of the Lot to the highest bidder for cash by general warranty deed binding upon the defaulting Owner, and (iii) apply the proceeds of the sale in the following order: first, to the expenses of foreclosure including a reasonable fee to the Trustee, then to all amounts owing to the Association (including, without limitation, interest and penalties), then to each Mortgagee (in the priority of the lien held by them), and lastly, the balance, if any, to the defaulting Owner.

10.9 Failure to Assess Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Specific Assessments, if any were established at the time of delivery of notice of the amount of the Base Assessment pursuant to Section 10.6, on the same basis as for the last year for which an assessment was made until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

10.10 Capitalization of Association.

(1) Working/Operating Capital Fund Upon acquisition of record title to a Lot by the first Owner thereof other than the Declarant or a Builder, a contribution may be required by the Board to be made by or on behalf of the purchaser to the working/operating capital fund of the Association in an amount determined by the Board from time to time in its sole discretion. Such contribution shall be required only as determined by the Board from time to time in its sole discretion. This contribution shall be in addition to, not in lieu of, the annual Base Assessment, Special Assessments, Specific Assessments, and any other assessments and shall not in any way be construed as part of or identical to any such assessments or as an advance payment of any such assessments. This contribution to the Association's working/operating capital fund shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering the operating expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

10.11 Exempt Property The following property shall be exempt from payment of Base Assessments and Special Assessments.

- (1) all Common Area, and
- (2) any property dedicated to and accepted by any governmental authority or public utility

ARTICLE XI ARCHITECTURAL STANDARDS

11.1 General No structure of any kind (including, without limitation, homes, fences, walls, garages, swimming pools, sidewalks, driveways, solar panels, mailboxes, balconies, decks, patios, light fixtures, athletic and other recreational facilities or equipment, or satellite dishes or antennas) shall be placed, erected, or installed upon any Lot, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article and the Design Guidelines and upon approval of the appropriate committee under Section 11.2

No approval shall be required to make interior modifications to structures on Lots so long as such modifications do not affect the exterior appearance of the structures and are not visible from outside the boundaries of the Lot. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

This Article shall not apply to the activities of the Declarant, nor to improvements to the Common Area by or on behalf of the Association.

This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation pursuant to this Declaration.

11.2 Architectural Review. Responsibility for administration of the Design Guidelines and review of all applications for construction and modifications under this Article shall be handled by the two committees as described in subsections (a) and (b). The members of the committees need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review

11.3 New Construction Committee The New Construction Committee ("NCC") shall consist of at least three, but not more than five, persons and shall have exclusive jurisdiction over all original construction on any portion of the Properties So long as Declarant owns any part of

the Properties or the Country Club Property, or Declarant has the right to unilaterally annex additional property in accordance with Article IX above, the Declarant retains the right to appoint all members of the NCC who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant and filed for record in the Records. Upon the expiration of such right, the Board shall appoint the members of the NCC, who shall serve and may be removed in the Board's discretion.

11.4 Modifications Committee. The Board of Directors may establish a Modifications Committee ("MC") to consist of at least three and no more than five persons, all of whom shall be appointed by and shall serve at the discretion of the Board. The MC, if established, shall have jurisdiction over modifications, additions, or alterations made on or to existing structures on Lots and the adjacent open space. The NCC shall have the right to veto any action taken by the MC which the NCC determines, in its sole discretion, to be inconsistent with the Design Guidelines.

11.5 Guidelines and Procedures. The Declarant shall prepare the initial Design Guidelines, which shall apply to all construction activities within the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use.

The NCC shall adopt such Design Guidelines at its initial organizational meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

The NCC shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Design Guidelines. In the Declarant's discretion, such Design Guidelines may be recorded in the Records, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

The MC may promulgate detailed procedures and standards governing its area of responsibility, consistent with those set forth in the Design Guidelines and subject to review and approval or disapproval by the NCC.

All structures and improvements constructed upon a Lot shall be constructed in strict compliance with the Design Guidelines in effect at the time the Plans, as defined in Section 11.4, for such improvements are submitted to and approved by the NCC or MC, as the case may be, unless the appropriate committee has granted a variance in writing pursuant to Section 11.6. So long as the committees have acted in good faith, their findings and conclusions with respect to appropriateness of, applicability of, or compliance with the Design Guidelines and this Declaration shall be final.

11.6 Submission of Plans and Specifications.

No construction or improvements of any kind (including, without limitation, playground equipment as described in Section 12.21) shall be commenced, erected, placed or maintained on any Lot, nor shall any exterior addition, change or alteration be made thereto, until the plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, driveways, lighting, irrigation, and utility facilities layout and screening therefor shall have been submitted to and approved in writing by the NCC or MC, as appropriate. The Design Guidelines shall set forth the procedure for submission of the Plans.

In reviewing each submission, the NCC or MC, as appropriate, may consider visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, and location in the relation to surrounding structures and plant life. The committees may require relocation of native plants within the construction site as a condition of approval of any submission.

The NCC or the MC, as appropriate, shall, within 45 days after receipt of each submission of the Plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) the approval of Plans, or (ii) the segments or features of the Plans which are deemed by such committee to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines, the reasons for such finding, and, if appropriate, suggestions for the curing of such objections. In the event the appropriate committee fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the Plans, approval shall be deemed to have been given. Notwithstanding the provisions of Section 16.10 of Article XVI below, notice under this paragraph shall be deemed to have been given by the NCC or the MC, as appropriate at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery.

If construction does not commence on a project for which Plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit Plans for reconsideration.

Nothing contained herein shall, however, be construed to limit the right of an Owner to remodel the interior of the improvements located on the Lot, or to paint the interior of the improvements on the Lot any color desired, provided, however, modifications or alterations to interiors of screened porches, patios, or any other portions of improvements on the Lot visible from the boundaries of the Lot (or outside the boundaries of the Lot) shall be subject to the prior approval of the appropriate committee.

11.7 No Waiver of Future Approvals Each Owner acknowledges that the members of the NCC and the MC will change from time to time and that interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and

specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval

11 8 Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when, in the sole opinion of the NCC, circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, or (b) estop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the cost of compliance, or the terms of any financing shall not be considered a hardship warranting a variance.

11 9 Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and none of the Association, the Declarant, the NCC nor the MC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board, any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Lot.

11 10 Enforcement. Any structure or improvement placed ~~or~~ made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or the Declarant, Owners shall, at their own cost and expense, remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Lot and collected as a Specific Assessment.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the NCC and MC.

ARTICLE XII
USE GUIDELINES AND RESTRICTIONS

12.1 Plan of Development, Applicability, Effect Declarant has established the Properties as a single-family, residential development and, in furtherance of its and every other Owner's interests, has established a general plan of development for the Properties. The Properties are subject to land development, architectural, and design guidelines as set forth in Article XI.

All provisions of this Declaration and of any Association rules shall also apply to each Owner of a Lot and to all occupants, tenants, guests and invitees of any Lot. Any lease on any Lot or portion thereof shall provide that the lessee and all occupants of the leased property shall be bound by the terms of this Declaration, the By-Laws, and the rules of the Association.

Declarant promulgates the general plan of development for the Properties in order to protect the Owners' collective interests, the aesthetics and environment within the Properties, and the value and the vitality of the Properties, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs, and desires.

12.2 Permitted Uses The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarant or the Association). Any Supplemental Declaration or additional covenants imposed on the properties described on Exhibit B attached hereto may impose stricter standards than those contained in this Article. The Association shall have standing and the power to enforce all of the provisions of this Article XII.

The Board shall have authority to make, modify, and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners, occupants, invitees and licensees, if any, until and unless overruled, cancelled or modified by the Board or in a regular or special meeting of the Association following a vote therefor by the vote of Members representing a majority of the total Class "A" votes in the Association and by the Class "B" Member, so long as such membership shall exist.

12.3 Signs. No signs of any kind shall be erected within the Properties, including in, on, or around any Lot if visible from outside the Lot, without the written consent of the Board, except entry and directional signs installed by Declarant, the Association, or the owner of the Country Club Property.

If permission is granted to any Person to erect a sign within the Properties, the Board reserves the right to restrict the size, color, lettering and placement of such sign as well as the length of time such sign may be displayed. The Association, the Declarant and the owner of the Country Club Property shall each have the right to erect signs as they, in their discretion, deem

appropriate Notwithstanding the above, no signs, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties shall be permitted to be displayed or posted within the Properties. The Association shall be authorized to enter upon any Lot and remove any sign, advertisement, billboard or other structure displayed in violation hereof, and in doing so shall not be subject to any liability for trespass or other tort in connection with or arising from such entry or removal

12.4 Parking and Prohibited Vehicles.

(1) Parking Vehicles shall be parked only in the garage or driveway serving the Lot, or in such other paved areas as have been approved by the Board for parking vehicles. A maximum of two (2) occupant vehicles may be parked outside of the garage, if any, serving the Lot. For purposes of this provision, a vehicle shall be considered an "occupant vehicle" if it is parked on the Lot four (4) or more hours per day, four (4) or more days in any seven (7) day period. The Board may authorize on-street parking on a temporary basis for visitors and guests, subject to reasonable rules and regulations. No garage shall be enclosed, modified or otherwise used so as to reduce its capacity for parking vehicles below that originally constructed by Declarant or approved by the NCC unless alternative arrangements for enclosed parking are approved by the NCC, however, Declarant and each Builder may temporarily convert a garage into a sales or construction office, provided that it is converted back to a garage within thirty (30) days after cessation of construction and sale of new homes within the Properties by Declarant or such Builder. Garage doors visible from any street within the Properties shall remain closed except during ingress or egress or when the garage is actively being used by the Owner or occupant.

(2) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats or other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Properties except within enclosed garages. Vehicles that become inoperable while on the Properties must be removed within seventy-two (72) hours thereof. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin or similar material and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas.

12.5 Occupants Bound All provisions of the Declaration, By-Laws, any applicable Supplemental Declaration, and any rules and regulations promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, invitees and lessees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, any applicable Supplemental Declaration, and all rules and regulations of the Association. Every Owner shall be responsible

for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

12.6 Animals and Pets No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets, not to exceed a total of three (3) pets, may be permitted in a Lot. The foregoing limitation or number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. However, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Properties shall be removed upon request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Each Owner shall be obligated to clean up after his or her animals. At all times whenever they are outside any fenced portion of a Lot dogs shall be confined on a leash held by a responsible person. No pets may enter the Country Club Property at anytime.

12.7 Quiet Enjoyment No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

12.8 Unightly or Unkempt Conditions It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

12.9 Antennas No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Lot, without the prior written consent of the Board or its designee, unless completely contained within the dwelling on the Lot so as not be visible from outside the dwelling. Any such apparatus permitted by the Board or its designee must be screened from view of adjacent Lots by an approved fence or other approved structure no more than six (6) feet in height. The Declarant and the Association shall each have the right, without obligation, to erect or install an aerial, satellite

dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Properties

12 10 Clotheslines, Garbage Cans, Tanks, Etc No clotheslines shall be erected or installed on the exterior portion of any Lot and no clothing, linens or other material shall be aired or dried on the exterior portion of any Lot All garbage cans, above-ground storage tanks, mechanical equipment, woodpiles, yard equipment and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be stored in appropriate containers approved pursuant to Article XI hereof and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon.

12 11 Firearms The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size Notwithstanding anything to the contrary contained herein or in the By-Laws, neither the Association nor the Declarant shall be obligated to take action to enforce this Section, nor shall they have any liability to any Person for their failure to do so

12 12 Tents, Mobile Homes and Temporary Structures Except as may be permitted by the Declarant or the NCC during initial construction within the Properties or with respect to the operation of the Utility District, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the NCC or MC, as appropriate, in accordance with Article XI hereof. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board

12 13 Drainage Systems. Catch basins and drainage areas are intended for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, stream, pond or lake within the Properties.

12 14 Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XI of this Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the Board, to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Board may determine necessary, in its sole discretion, to mitigate the damage

12 15 Sight Distance at Intersections All Lots located at street intersections shall be landscaped so as to permit safe sight across the street corners No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem

12.16 Air Conditioning Units. Any air conditioning unit installed in a Lot shall be located or screened so as not to be visible from any street within the Properties or from the Country Club Property

12.17 Lighting In addition to the provisions set forth in Section 5.6 above, except for traditional holiday decorative lights, which may be displayed for one (1) month prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with Article XI of this Declaration.

12.18 Artificial Vegetation, Exterior Sculpture, and Similar Items No artificial vegetation or permanent flagpoles shall be permitted on the exterior of any portion of the Properties. No exterior sculpture, fountains, flags and temporary flagpoles, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved in accordance with Article XI of this Declaration.

12.19 Energy Conservation Equipment No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof. No windmills, wind generators or other apparatus for generating power from the wind shall be erected or installed on any Lot.

12.20 Wetlands, Rivers and Other Water Bodies No use of the wetlands, rivers, ponds, streams, or other bodies of water within the Area of Common Responsibility, if any, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted without the prior approval of the Board, provided, if any such use is permitted, it shall be subject to the Declarant's and the Association's superior use rights as provided below and to all rules and regulations that may be promulgated by the Board. No internal combustion engines shall be operated on any river, pond, or stream within the Area of Common Responsibility except by the Association and the Declarant (for so long as it owns property that is or may be subjected to the Declaration), for purposes of maintenance and irrigation. Notwithstanding the above, model boats with internal combustion engines may be operated during special events with prior approval of the Board. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, ponds, streams or other bodies of water within or adjacent to the Properties. No docks, piers, or other structures shall be constructed on or over any body of water within the Properties, except such as may be constructed by the Declarant, the Association, or the owner of the Country Club Property.

Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration), may use and regulate the use of any rivers, ponds, streams, wetlands, or other bodies of water within the Area of Common Responsibility for the irrigation of the Area of Common Responsibility and the Golf Course Property, or for any other purpose deemed appropriate by the Board or the Declarant,

subject to the terms of any easement agreement affecting such use. The Declarant's rights under this Section shall be superior to any rights of the Association.

12 21 Playground Equipment Without the express, prior written approval of the NCC or the MC, no jungle gyms, basketball goals, swing sets or similar playground equipment shall be erected or installed on any Lot, and in all cases when so approved the same shall be located in the rear yard of a Lot and may not be visible from the street in front of such Lot. Further, in no event shall any such equipment, if approved for installation or modification on a Golf Course Lot, be visible from the exterior of that Golf Course Lot. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof.

12 22 Fences No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Lot except as approved in accordance with Article XI of this Declaration.

12 23 Business Use No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot, (b) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties, and (c) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or conducted by a Builder, with respect to its development and sale of the Properties or its use of any Lots which it owns within the Properties.

12 24 On-Site Fuel Storage No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association and the owner of the Country Club Property shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

12.25 Golf Carts. No gasoline-powered golf carts shall be operated within the Properties. All golf carts shall be powered by electricity or by similar noncombustion means.

12.26 Leasing of Lots.

(1) Definition "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument

(2) Leasing Provision

(a) General Lots may be rented only in their entirety, no fraction or portion may be rented. All leases shall be in writing and shall be for an initial term of no less than thirty (30) days, except with the prior written consent of the Board. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

(b) Compliance with Declaration, By-Laws and Rules and Regulations Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, any applicable Supplemental Declaration, and the rules and regulations adopted pursuant to the foregoing, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any such violation

12.27 Laws and Ordinances Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration, provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

12.28 Single Family Occupancy. No Lot shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, or no more than two (2) persons who are not so related living together as a single household unit, and the household employees of either such household unit.

12.29 Doors and Windows No "burglar bars", steel or wrought iron bars, or similar fixtures, whether designed for decorative, security or other purposes, shall be installed on the exterior of any windows or doors of any dwelling. No signs, numerals or other writing shall be written on or placed in the doors, windows or exterior walls of any dwelling, either temporarily or permanently, except for permanent address signs, and except that the Board may, in its

discretion, permit house numbers to be written temporarily on a single window of a dwelling while occupants are moving in, provided such numbers are removed within seventy-two (72) hours after the occupants have taken occupancy. All windows of an occupied dwelling on a Lot (including, without limitation, those within or comprising part of a garage) which are visible from the street or other Lots or the Country Club Property shall have draperies, curtains, blinds or other permanent interior window treatments, and all portions thereof which are visible from outside the dwelling shall be white or off-white in color, unless otherwise approved in writing by the Board. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window treatments within a reasonable time after taking occupancy of the dwelling, as determined in the sole discretion of the Board

ARTICLE XIII EASEMENTS

13.1 Easements for Utilities, Etc. There are hereby reserved unto Declarant, so long as the Declarant owns any of the Properties or the Country Club Property, the Association, and the designees of each (which may include, without limitation, Harris County, Texas, and any utility) non-exclusive access and maintenance easements upon, across, over, and under all of the Properties to the extent reasonably necessary for the purpose of operating, replacing, repairing, and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, trails, ponds, wetlands, water wells and systems, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which is owned by any of the foregoing Persons or within easements designated for such purposes on recorded Plats of the Properties. There is hereby reserved to the Declarant, so long as the Declarant owns any property described on Exhibit "A" or "B" of this Declaration, the owner of the Country Club Property (and its members), the Association, and the designees of each non-exclusive easements over all roads, streets and driveways for the purposes of ingress and egress to the Country Club Property, as well as all golf cart pathways and walkways intended for use by the members of the Country Club including, without limitation, a non-exclusive easement over all portions of the Properties for flight and retrieval of golf balls including, without limitation, the right to enter a Lot or any Common Area for the purpose of retrieving a golf ball. Declarant also reserves a non-exclusive easement upon, across, over, and under all of the Properties as may be necessary, in the discretion of the Declarant or the Association, for the performance of the Association's maintenance responsibilities under this Declaration. The Declarant reserves the exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibit "A" or "B" or the Country Club Property.

These easements shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing structure on a Lot, and any damage to a Lot resulting from the exercise of these easements shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall

not unreasonably interfere with the use of any Lot and, except in an emergency or entry to retrieve golf balls, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant

Declarant specifically grants to the local water supplier, electric company, and natural gas supplier easements across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the structures on any Lot then existing, nor shall any utilities be installed or relocated on the Properties, except as approved by the Board or Declarant

Notwithstanding anything to the contrary contained in this Section, no above ground sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties except (a) as may be approved by the Declarant, as long as it has the unilateral right to subject additional property to this Declaration, or by the Board, after the expiration of such right, (b) as may be constructed as a part of the original development and/or sales activities of the Declarant, or (c) as may be permitted by the terms of any easement affecting the Properties and recorded prior to the recording of this Declaration

The easements provided for in this Section shall in no way adversely affect any other recorded easement on the Properties, nor shall they be exercised in any manner which materially restricts or interferes with the use and development of the Properties.

13.2 Easements for Lake Maintenance. The Declarant reserves for itself, and its successors, assigns, and designees the nonexclusive right and easement, but not the obligation, to enter upon any lakes, lake easements, ponds, streams, and wetlands located within the Area of Common Responsibility or the Country Club Property to (a) install, keep, maintain, and replace pumps in order to provide water for the irrigation of any of the Area of Common Responsibility and the Country Club Property; (b) construct, maintain, and repair any structure designed to divert, collect or retain water, and (c) remove trash and other debris therefrom. The Declarant's rights and easements provided in this Section shall be transferred to the Association at such time as the Declarant no longer owns any of the Properties or the Country Club Property; provided, that all such rights with respect to, or which benefit the Country Club Property shall run with the Country Club Property, inure to the benefit of, and be enforceable by the owner of the Country Club Property. The Declarant, the Association, and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any of the lakes, lake easements, ponds, streams, or wetlands to the extent reasonably necessary to exercise their rights under this Section

There is further reserved herein for the benefit of Declarant, the Association, and their designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the structures thereon) adjacent to or within 100 feet of lake beds, lake easements, ponds, streams, and wetlands within the Properties in order to (a) temporarily flood and back water upon and maintain water over such portion of the Properties, (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the lakes, lake easements, ponds, streams, and wetlands within the Area of Common Responsibility or the

Country Club Property; (c) maintain and landscape the slopes and banks of such lakes, lake easements, ponds, streams, and wetlands, and (d) enter upon and across such portions of the Properties or the Country Club Property for the purpose of exercising their respective rights under this Section

All Persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural disasters

13.3 Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B", whether or not such property is made subject to this Declaration, and for the benefit of the Country Club Property. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such properties. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property.

13.4 Easements for Cross-Drainage Every Lot, the Common Area, and the Country Club Property shall be burdened with easements for drainage of storm water runoff from other portions of the Properties, provided, however, no Person shall alter the drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of the Properties or the Country Club Property without the consent of the owner of the affected property.

13.5 Right of Entry The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, By-Laws, and rules, which right may be exercised by any member of the Board, the Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any structure on a Lot without permission of the Owner, except by emergency personnel acting in their official capacities

ARTICLE XIV DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the By-

Laws No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Records

So long as construction and initial sales of Lots shall continue, the Declarant and Builders authorized by Declarant may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, and sales offices. The Declarant and authorized Builders shall have easements for access to and use of such facilities

No person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant

Notwithstanding any contrary provision of this Declaration, no amendment to or modification hereof or of the Use Guidelines and Restrictions or the Design Guidelines shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns any portion of the Properties or the Country Club Property.

This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate 40 years from the date this Declaration is recorded or when the Country Club Property is no longer used as the Country Club, whichever is the later to occur.

ARTICLE XV DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

15.1 Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes
The Association, Declarant, all Owners and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, thereby avoiding the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the By-Laws, the Association rules, or the Articles (collectively "Claim"), except for those Claims exempted in Section 15.2, shall be subject to the procedures set forth in Section 15.3.

15.2 Exempt Claims The following Claims ("Exempt Claims") shall be exempt from the provisions of Section 15.3

(1) any suit by the Association against any Bound Party to enforce the provisions of Article X (Assessments), and

(2) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article XI (Architectural Standards) and Article XII (Use Guidelines and Restrictions)

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 15.3, but there shall be no obligation to do so.

15.3 Procedures for All Other Claims Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures

(1) Notice The Claimant shall notify each Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:

(a) the nature of the Claim, including date, time, location, Persons involved, and Respondent's role in the Claim,

(b) the basis of the Claim (i.e., the provisions of this Declaration, the By-Laws, the Articles or rules or other authority out of which the Claim arises),

(c) what Claimant wants Respondent to do or not do to resolve the Claim, and

(d) that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim

15.4 Negotiation.

Each Claimant and Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties.

15.5 Mediation

If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days within which to submit the Claim to non-

binding mediation under the auspices of an independent agency in the metropolitan Houston, Texas, area providing mediation services upon which the Parties may mutually agree

If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, however, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

Respondent shall not be released under subsection (c)(ii) if Respondent fails or refuses to cooperate with Claimant in selecting a mediator or in participation in the mediation proceeding

15.6 Arbitration

If the Parties are unable to agree upon a mediator or having so agreed nonetheless do not resolve the Claim through mediation, the Claimant shall have 30 days following termination (as determined by the mediator) of mediation proceedings ("Termination of Mediation") to submit the Claim to binding arbitration in accordance with the Rules of Arbitration contained in Exhibit D or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim, provided, however, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings

15.7 Allocation of Costs of Resolving Claims.

Each Party shall bear all of its own costs incurred prior to and during the proceedings described in Section 15.3 (a), (b) and (c), including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) pursuant to Section 15.3(c).

Each Party shall bear all of its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation and shall share equally in the costs of conducting the arbitration proceeding (collectively, "Post Mediation Costs"), except as otherwise provided in this subsection.

15.8 Enforcement of Resolution If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 15.3 and any Party thereafter fails to abide by the terms of such agreement or final determination in arbitration ("Award"), then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 15.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the noncomplying Party (or if more than one noncomplying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorney's fees and court costs

ARTICLE XVI
GENERAL PROVISIONS

16 1 Term This Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association, any Owner, or the owner of the Country Club Property, their respective legal representatives, heirs, successors, and assigns, for a term of 40 years from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding each extension, agreeing to amend, in whole or in part, or terminate this Declaration, in which case this Declaration shall be amended or terminated as specified therein; provided, that, no extension of the restrictions contained in Section 12.6 may be affected without the prior written approval of the then owner of the Country Club Property.

16 2 Amendment.

(1) By Declarant. Until conveyance of the first Lot by Declarant to a Person other than a Builder, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans to enable it to make, purchase, insure or guarantee Mortgage loans on the Lots; or (iv) otherwise necessary to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing.

Furthermore, so long as the Declarant still owns any part of the property described in Exhibits "A" or "B", it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(2) By Owners. At such time as Declarant no longer owns any of the property described on Exhibits "A" and "B" and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least 75% of the total Class "A" votes in the Association.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

16 3 Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the Records, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event

shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to this Declaration, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

16.4 Severability Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

16.5 Perpetuities If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

16.6 Mortgagee Rights Notwithstanding any other provision contained in this Declaration

In the event that any Owner or Mortgagee furnishes a written request to the Association specifying the name and address of the Mortgagee and of the Lot in which it holds an interest, the Association shall give written notice to the Mortgagee of any default of the Owner of such Lot in performing or observing any of the terms, conditions, or agreements contained in this Declaration prior to taking any enforcement action. The Mortgagee shall have the right (but not the obligation) to remedy the default. Neither the Declarant nor the Association shall take any action with respect to the default, including, without limitation, any action to impose or enforce a lien against the property of the defaulting Owner, unless the default remains unremedied for a period of 30 days after the Mortgagee's receipt of the written notice. If, however, the default is not reasonably susceptible of being remedied within 30 days after the Mortgagee's receipt of the notice, the Mortgagee shall have such additional time to remedy or cause the remedy of the default as may be reasonable, provided that the Mortgagee has given written notice to the Association of its intent to remedy the default and has commenced efforts to remedy the default within the initial 30-day period and is thereafter diligently prosecuting such cure to completion.

16.7 Litigation No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the Declarant (so long as Declarant owns any portion of the property described on Exhibits "A" or "B" hereto) or thereafter by a vote of Members representing at least 75% of the total Class "A" votes in the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article X; (c) proceedings involving challenges to ad

valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above. This provision shall apply in addition to the provisions of Article XV, if applicable.

16.8 Compliance. Every Owner and occupant of any Lot shall comply with this Declaration, the By-Laws, and the rules of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, by the Association or, in the proper case, by any aggrieved Owner(s), subject to the provisions of Article XV above.

16.9 Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to such Owner's Lot, or any portion thereof or interest therein, shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

16.10 Notices. Any notice or communication required or permitted to be provided hereunder by the Association or Declarant to any Owner will be effectively given and only if in writing and shall be deemed received to it two (2) days after depositing in the United States Mail, postage prepaid, addressed to the Owner at the address then shown (as of the date of such deposit) on the books and records of the Association; provided, however, that in lieu of such notice by United States Mail, the Declarant or the Association may effect the same by personal delivery to such address of the Owner as is shown on the books and records of the Association. Each Owner shall have the right to change his or her address by notice to the Association given in accordance with the Club Bylaws.

Any notice or communication required to be given hereunder by the Owner to the Declarant or the Association shall be effectively given only if in writing and shall be effectively received two (2) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed to Declarant and the Association as follows:

c/o Royal Oaks Land Limited Partnership
11000 Richmond, Suite 360
Houston, Texas 77042
Attention: President

The Declarant and the Association shall have the right to change the respective addresses hereunder for purposes of notices by filing an instrument in the Real Property Records of Harris County, Texas referring to this Declaration and setting forth the new address to which notices are to be forwarded.

530-99-2060

The undersigned Declarant has executed this Declaration this 2 day of March, 2000

DECLARANT: ROYAL OAKS LAND LIMITED PARTNERSHIP

By. Royal Oaks Genpar LLC, General Partner

(3)
207

By Barry L. Stephens
Name: BARRY L. STEPHENS
Title AUTHORIZED REPRESENTATIVE

The undersigned, Bank United, hereby executes this instrument for the purposes of, and does hereby, subordinate all liens and security interests in and to the Properties held by said Bank United to the covenants, conditions, restrictions, easements, liens and other terms and provisions of this instrument and declare the same to be superior to any and all liens and security interests in and to the Properties held by Bank United.

BANK UNITED, a federal savings bank

101

By: Brandi Hermis
Name: BRANDI L. HERMIS
Title ASSISTANT VICE PRESIDENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2 day of March 2000, by Benny L. Stephens authorized agent of Royal Oaks Genpar LLC, General Partner of Royal Oaks Land Limited Partnership, a Texas limited partnership, on behalf of said partnership.

Grace Paris Lutz
Notary Public in and for the State of Texas

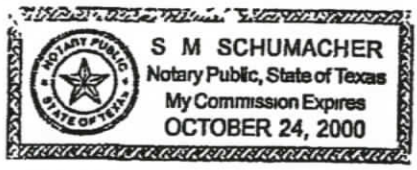


My Commission Expires: _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of March 2000, by Brandi Heemes of AP Bank United, a federal savings bank, on behalf of said savings bank

S M Schumacher
Notary Public in and for the State of Texas



My Commission Expires: 10/24/00

TABLE OF EXHIBITS

Exhibit A	Land Initially Submitted
Exhibit B	Land Subject to Annexation
Exhibit C	Country Club Property
Exhibit D	Arbitration Procedures

530-99-2062

EXHIBIT "A"

ROYAL OAKS COUNTRY CLUB, SECTION ONE, an addition in Harris County, Texas according to the map or plat thereof filed for record under Film Code No 427086 of the Map Records of Harris County, Texas.

530-99-2063

EXHIBIT "B"

[Land Subject to Annexation]

The three (3) tracts of land containing, respectively, 17.00 acres, 450.00 acres, and 17.77 acres, described on the seven (7) pages following this page, SAVE AND EXCEPT THEREFROM, the properties described on Exhibit "A" and "C" to this instrument.

**METES AND BOUNDS DESCRIPTION
OF 450.00 ACRES OF LAND
IN THE HENRY WOODRUFF SURVEY A-844,
AND THE H.K. LEWIS SURVEY A-42
HARRIS COUNTY, TEXAS**

All that certain 450.00 acres of land which is the 499.99 acre tract described as Tract II in the deed from L. Leon James et. al., to Royal Oaks Limited Partnership, recorded under File No. T399016, in the Official Public Records of Real Property of Harris County, Texas, in the Henry Woodruff Survey A-844, and the H.K. Lewis Survey, A-42, Harris County, Texas, and being more particularly described by Metes and Bounds as follows: (all bearings based on the Texas State Plane Coordinate System, South Central Zone)

BEGINNING at a 5/8" iron rod found in the south right-of-way line of Richmond Avenue (100' wide), at the northwest corner of Westchase Subdivision Section Seventeen, Block 1, Unrestricted Reserve "A", according to the plat thereof, recorded under Volume 294, Page 3, in the Map Records of Harris County, Texas, common to the northwest corner of the 10.2817 acre tract of land described in the deed from EPEC Chase Inc. to Manorcare Health Services, Inc., recorded under File No. S463514, in the Official Public Records of Real Property of Harris County, Texas, and the most northerly northeast corner of the herein described tract;

THENCE S 02° 30' 21" E - 842.14', along the west line of said 10.2817 acre tract, to a 5/8" iron rod found for an angle corner of the herein described tract;

THENCE N 87° 19' 19" E - 2,720.08', along the south line of the aforesaid Westchase Subdivision Section Seventeen, common to the south line of said 10.2817 acre tract, and then along the south line of the 5.1409 acre tract of land described as Parcel 5 in the deed from Westchase Richmond LTD to Sloco, Inc. recorded under File No. N526143, in the Official Public Records of Real Property of Harris County, Texas, and then along the south line of the 5.1409 acre tract of land described as Parcel 4 in the deed from Westchase Richmond LTD. to Sloco, Inc. recorded under File No. N526143, in the Official Public Records of Real Property of Harris County, Texas, and then along the south line of the 0.9183 acre tract of land described in the deed from Westchase Richmond LTD. to The City of Houston recorded under File No. K680453, in the Official Public Records of Real Property of Harris County, Texas, and then the south right-of-way line of Breezewood Drive (60' wide), and then along the south line of Westchase Subdivision Section Seventeen, Block 2, Unrestricted Reserve "B", according to the plat thereof, recorded under Volume 294, Page 3, in the Map Records of Harris County, Texas, common to the south line of the 14.2166 acre tract of land described in the deed from Westchase Two to RBWC Associates, LTD. recorded under File No. G603405, in the Official Public Records of Real Property of Harris County, Texas, in the west line of the 4.545 acre Houston Lighting and Power Fee Strip as recorded under Volume. 1224, Page. 313, in the Deed Records of Harris County, Texas, common to the most easterly northeast corner of the herein described tract;

THENCE S 02° 28' 57" E - 2,060.71', along said west line, to an angle corner of the herein described tract, in the north right-of-way line of Westpark Drive (100' wide);

THENCE S 87° 29' 01" W - 1,530.47', along said north right-of-way line, to an angle corner of the herein described tract;

THENCE S 02 30' 59" E, - 1,457.18', along the west right-of-way line of said Westpark Drive and then along the west line of the 42.86655 acre tract of land ascribed as Tract B, in the Metro Development Agreement as recorded under File 5's. K430144 and K430145, in the Official Public Records Of Real Property of Harris County, Texas, to the southeast corner of the herein described tract in the north right-of-way line of the Southern Pacific Railroad (100' R.O.W.), as recorded under Volume 957, Page 193, in the Deed Records of Harris County, Texas;

THENCE S 82° 57' 29" W - 2,916.58', along said north right-of-way line, to the southwest corner of the herein described tract, in the east line of Brays Bayou as described in the deeds to the Harris County Flood Control District recorded under File No's E612965, B818904, B818903, B843544, B867315, and B920780, in the Official Public Records of Real Property of Harris County, Texas;

THENCE along said east line, the following twenty one (21) courses and distances;

N 19° 01' 32" W - 52.97', to an angle corner of the herein described tract;

N 30° 32' 45" W - 135.68', to a 5/8" iron rod found for an angle corner of the herein described tract;

N 42° 03' 30" W - 135.68', to an angle corner of the herein described tract;

N 53° 34' 15" W - 135.68', to an angle corner of the herein described tract;

N 65° 05' 00" W - 55.40', to an angle corner of the herein described tract;

N 14° 47' 14" W - 62.02', to an angle corner of the herein described tract;

N 29° 44' 00" W - 185.84', to an angle corner of the herein described tract;

N 01° 36' 30" W - 49.50', to an angle corner of the herein described tract,

N 15° 17' 55" E - 84.04', to an angle corner of the herein described tract;

N 15° 18' 00" E - 125.19', to an angle corner of the herein described tract;

N 00° 13' 30" E - 34.92', to an angle corner of the herein described tract;

N 00° 13' 06" E - 130.70', to an angle corner of the herein described tract;

N 29° 12' 00" W - 26.24', to an angle corner of the herein described tract;

N 29° 10' 37" W - 42.88', to an angle corner of the herein described tract;

N 49° 09' 30" W - 113.24', to an angle corner of the herein described tract;

N 32° 53' 30" W - 146.05', to an angle corner of the herein described tract;

N 38° 55' 42" W - 81.82', to a 5/8" iron rod found for an angle corner of the herein described tract;

N 39° 03' 30" W - 28.40', to a 5/8" iron rod found for an angle corner of the herein described tract;

N 25° 16' 07" W - 217.09', to an angle corner of the herein described tract;

N 09° 23' 00" W - 573.44', to a 5/8" iron rod found for an angle corner of the herein described tract;

N 30° 11' 15" W - 247.04', to a 1/2" iron pipe found for a south corner of the 25.79 acre tract of land, described in the deed from L. Leon James, et. al., to Camden Connection, Inc., recorded under File No. T399015 in the Official Public Records of Real Property of Harris County, Texas, to an angle corner of the herein described tract;

THENCE N 88° 18' 41" E - 157.29', along the south line of said 25.79 acre tract, to an angle corner of the herein described tract;

THENCE N 21° 13' 58" W - 125.72', along the east line of said 25.79 acre tract, to the Point of Curvature of a curve to the right, having a central angle of 18° 39' 51" and a radius of 1,950.00';

THENCE along said curve to the right, continuing along said east line, in a northerly direction, an arc distance of 635.21', to the end of curve;

THENCE N 02° 34' 07" W - 200.00', continuing along said east line, to the Point of Curvature of a curve to the right, having a central angle of 12° 57' 12", and a radius of 1,950.00';

THENCE along said curve to the right, continuing along said east line, in a northerly direction, an arc distance of 440.85' to the end of curve;

THENCE N 10° 23' 04" E - 1,100.11', continuing along said east line, then along the east line of the 26.87 acre tract of land described in the deed from L. Leon James, et al, to Camden Connection, Inc., recorded under file No. T399015 in the Official Public Records of Real Property of Harris County, Texas, to the Point of Curvature of a curve to the left, having a central angle of 19° 32' 10", and a radius of 2,050.00';

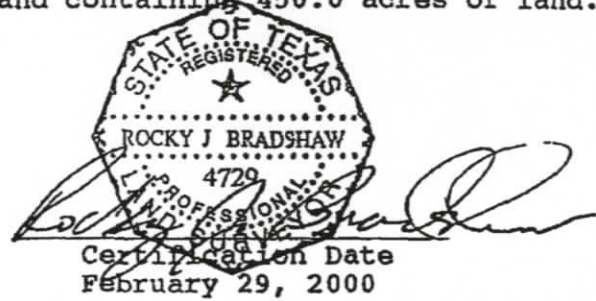
THENCE along said curve to the left, continuing along said east line, then along the east line of the 2.448 acre tract of land described in the deed from L. Leon James, et al, to Camden Connection, Inc., recorded under File No. T399015 in the Official Public Records of Real Property of Harris County, Texas, in a northerly direction, an arc distance of 698.99', to a 5/8" iron rod found for the end of curve;

THENCE N 09° 09' 06" W - 22.95', continuing along said east line, to a 5/8" iron rod found for a point on a curve to the right, having a central angle of 56° 26' 40", a radius of 1,950.00', and from which point the center of the circle of said curve bears S 13° 12' 40" E, in the aforesaid south right-of-way line of Richmond Avenue;

THENCE along said curve to the right, along said south right-of-way line, in a westerly direction, an arc distance of 1,921.02', to the end of curve;

THENCE S 46° 46' 00" E - 100.00', continuing along said south right-of-way line, to the Point of Curvature of a curve to the left, having a central angle of 14° 44' 24", and a radius of 2,050.00;

THENCE along said curve to the left, continuing along said south right-of-way line, in a southeasterly direction, an arc distance of 527.39', to the POINT OF BEGINNING of the herein described tract and containing 450.0 acres of land.



Certification Date
February 29, 2000

METES AND BOUNDS DESCRIPTION
OF 17.77 ACRES OF LAND
IN THE HENRY WOODRUFF SURVEY A-844,
HARRIS COUNTY, TEXAS

530-99-2068

All that certain 17.77 acres of land described as Tract IV, in the deed from L. Leon James et. al., to Royal Oaks Limited Partnership, recorded under File No. T399016, in the Official Public Records of Real Property of Harris County, Texas, in the Henry Woodruff Survey A-844, Harris County, Texas, and being more particularly described by Metes and Bounds as follows: (all bearings based on the Texas State Plane Coordinate System, South Central Zone)

BEGINNING at a 5/8" iron rod found in the east line of the Houston Lighting and Power Company Fee Strip recorded under Volume 1224, Page 313, in the Deed Records of Harris County, Texas at the southwest corner of Westchase Subdivision Section Seventeen, Block 3, Unrestricted Reserve "C", according to the plat thereof, recorded under Volume 294, Page 3, in the Map Records of Harris County, Texas, common to the southwest corner of the 4.057 acre tract of land described in the deed from Crown Life Insurance Company to Zenith Financial Group L.C. recorded under File No. S119356 in the Official Public Records of Real Property of Harris County, Texas, common to the northwest corner of the herein described tract;

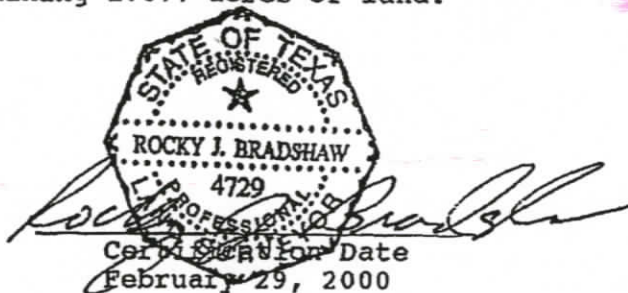
THENCE N 87° 19' 19" E - 373.55', along the south line of said 4.057 acre tract, to the northeast corner of the herein described tract, in the west right-of-way line of Wilcrest Drive (100' R.O.W.);

THENCE S 02° 35' 19" E - 2,047.12', along said west right-of-way line, to a 1/2" iron rod found for the most easterly southeast corner of the herein described tract, common to the north corner of the northwest right-of-way cutback line at the intersection of said Wilcrest Drive and Westpark Drive (100' R.O.W.);

THENCE S 42° 12' 08" W - 21.20', along said northwest right of way cut-back line, to the most southerly southeast corner of the herein described tract, common to the south corner of said cutback, in the north right-of-way line of said Westpark Drive;

THENCE S 87° 29' 01" W - 362.43', along said north right-of-way line, to the southwest corner of the herein described tract, in the aforesaid east line of the Houston Lighting and Power Company Fee Strip;

THENCE N 02° 28' 57" W - 2061.13', along said east line, to the **POINT OF BEGINNING** of the herein described tract and containing 17.77 acres of land.



METES AND BOUNDS DESCRIPTION
OF 17.00 ACRES OF LAND
IN THE HENRY WOODRUFF SURVEY A-844,
AND THE H.K. LEWIS SURVEY A-42
HARRIS COUNTY, TEXAS

530-99-2069

All that certain 17.00 acres of land described as Tract I in the deed from L. Leon James et. al., to Royal Oaks Limited Partnership, recorded under File No. T399016, in the Official Public Records of Real Property of Harris County, Texas, in the Henry Woodruff Survey A-844, and the H.K. Lewis Survey, A-42, Harris County, Texas, and being more particularly described by Metes and Bounds as follows: (all bearings based on the Texas State Plane Coordinate System, South Central Zone)

COMMENCING in the north right-of-way line of Richmond Avenue (100' R.O.W.) at the southwest corner of Westchase Subdivision Section Eighteen, Block 2, Unrestricted Reserve "B", according to the plat thereof, recorded under Volume 291, Page 49, in the Map Records of Harris County, Texas, common to a point on a curve to the right, having a central angle of $12^{\circ} 57' 28''$, a radius of 1,950.00' and from which point the center of the circle of said curve bears $N 30^{\circ} 16' 32'' E$; THENCE along said curve to the right, along said north right-of-way line, in a westerly direction, an arc distance of 441.01', to the end of curve; THENCE $N 46^{\circ} 46' 00'' W - 100.00'$, continuing along said north right-of-way line, to the Point of Curvature of a curve to the left, having a central angle of $07^{\circ} 48' 22''$, and a radius of 2,050.00', THENCE along said curve to the left, continuing along said north right-of-way line, an arc distance of 279.30', to a 5/8" iron rod found for the southeast corner and POINT OF BEGINNING of the herein described tract, common to a point on a curve to the left, having a central angle of $17^{\circ} 26' 14''$, a radius of 2,050.00', and from which point the center of the circle of said curve bears $S 35^{\circ} 25' 38'' W$;

HENCE along said curve to the left, continuing along said north right-of-way line, in a westerly direction, an arc distance of 623.89', to a 5/8" iron rod found for the southwest corner of the herein described tract, common to the southeast corner of the 28.73 acre tract of land described in the deed from L. Leon James et. al., to Camden Connections Inc, recorded under File No. T399015, in the Official Public Records of Real Property of Harris County, Texas;

THENCE along the east line of said 28.73 acre tract the following five (5) courses and distances;

N $26^{\circ} 27' 00'' E - 189.27'$, to an angle corner of the herein described tract;

N $04^{\circ} 32' 46'' W - 325.01'$, to an angle corner of the herein described tract;

N $19^{\circ} 07' 39'' W - 266.50'$, to an angle corner of the herein described tract;

N $09^{\circ} 11' 57'' W - 148.49'$, to an angle corner of the herein described tract;

N $02^{\circ} 16' 52'' W - 147.99'$, to an angle corner of the herein described tract;

THENCE N 06 39' 12" E - 268.01', continuing along said east line, to a point on a curve to the right, having a central angle of 49° 22' 36", a radius of 620.00', and from which point the center of the circle of said curve bears S 06° 16' 45" E;

THENCE along said curve to the right, along the interior line of the aforesaid 28.73 acre tract, and an interior line of the 20.56 acre tract of land described in the deed from L. Leon James, et. al, to Camden Connections Inc., recorded under File No. T399015, in the Official Public Records of Real Property of Harris County, Texas, an arc distance of 534.31', to the end of curve;

THENCE along the west line of said 20.56 acre tract, the following eight (8) courses and distances;

S 18° 25' 25" W - 100.08', to an angle corner of the herein described tract;

S 06° 15' 58" W - 106.39', to an angle corner of the herein described tract;

S 07° 18' 43" E - 106.39', to an angle corner of the herein described tract;

S 19 43' 37" E - 115.17', to an angle corner of the herein described tract;

S 21 41' 11" E - 421.61', to an angle corner of the herein described tract;

S 55 21' 15" E - 28.70', to an angle corner of the herein described tract;

S 01° 57' 18" W - 280.90', to an angle corner of the herein described tract;

S 15 26' 22" W - 330.11', to the POINT OF BEGINNING of the herein described tract, and containing 17.00 acres of land.



Rocky J. Bradshaw
 Certification Date
 February 29, 2000

530-99-2071

EXHIBIT "C"

[Country Club Property]

The seven (7) tracts of land containing, respectively, 53.18 acres, 44.16 acres, 12.26 acres, 25.41 acres, 32.09 acres, 10.72 acres and 1.479 acres, described on the twenty-two (22) pages following this page.

**METES AND BOUNDS DESCRIPTION
OF 53.18 ACRES OF LAND
OUT OF THE HENRY WOODRUFF SURVEY, A-844
AND THE H.K. LEWIS SURVEY, A-42
HARRIS COUNTY, TEXAS**

All that certain 53.18 acres of land, out of the 449.99 acre tract described as Tract II in the deed from L. Leon James, et al, to Royal Oaks Limited Partnership, recorded under File No. T399016, in the Official Public Records of Real Property of Harris County, Texas, out of the Henry Woodruff Survey, A-844, and the H.K. Lewis Survey, A-42, Harris County, Texas, being more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone)

BEGINNING at a 3/4" iron rod found for the most westerly corner of Lot 1, Block 5, of Royal Oaks Country Club, Section One, according to the plat thereof, recorded under Film Code No. 427086, in the Map Records of Harris County, Texas;

THENCE along the west line of said Block 5 the following eight (8) courses:

S 46° 46' 00" E - 479.68' to a 5/8" iron rod found for an angle corner of said Block 5;

S 40° 50' 47" E - 75.51' to a 5/8" iron rod found for an angle corner of said Block 5;

S 30° 33' 30" E - 75.51' to a 5/8" iron rod found for an angle corner of said Block 5;

S 20° 14' 38" E - 75.51' to a 5/8" iron rod found for an angle corner of said Block 5;

S 09° 08' 20" E - 87.31' to a 5/8" iron rod found for an angle corner of said Block 5;

S 02° 30' 21" E - 450.58' to a 5/8" iron rod found for an angle corner of said Block 5;

S 09° 19' 54" W - 83.58' to a 5/8" iron rod found for an angle corner of said Block 5;

S 17° 03' 45" W - 199.69' to a 3/4" iron rod found for the southwest corner of said Block 5;

THENCE N 72° 56' 15" W - 60.78' to an angle corner of the herein described tract;

THENCE N 43° 02' 28" W - 126.10' to an angle corner of the herein described tract;

THENCE N 77° 28' 10" W - 86.01' to an angle corner of the herein described tract;

THENCE S 75° 13' 54" W - 255.02' to an angle corner of the herein described tract;

THENCE S 29° 27' 40" W - 96.98' to an angle corner of the herein described tract;

THENCE S 05° 25' 45" E - 109.98' to an angle corner of the herein described tract;

THENCE S 59° 21' 43" E - 374.69' to an angle corner of the herein described tract;

THENCE S 62° 05' 02" E - 119.68' to an angle corner of the herein described tract;

THENCE S 75 06' 41" E - 113.76' to an angle corner of the herein described tract;

THENCE N 88° 51' 14" E - 151.32' to a point on a curve of a curve to the right, in the west line of Bonnebridge Boulevard, having a central angle of 51° 12' 00", a radius of 400.00', and a chord which bears S 03° 26' 11" W - 345.67';

THENCE along said curve to the right, along said west line, in a southerly direction, an arc distance of 357.45' to a 3/4" iron rod found for the end of curve, common to the most easterly corner of Lot 13, Block 4, of the aforesaid Royal Oaks Country Club, Section One;

THENCE along the north line of the said Block 4, the following eight (8) courses:

N 52° 08' 12" W - 68.10' to a 5/8" iron rod found for an angle corner of said Block 4;

N 58 14' 26" W - 72.11' to a 5/8" iron rod found for an angle corner of said Block 4;

N 64° 33' 05" W - 72.11' to a 5/8" iron rod found for an angle corner of said Block 4;

N 70° 44' 38" W - 72.12' to a 5/8" iron rod found for an angle corner of said Block 4;

N 75 14' 30" W - 342.35' to a 5/8" iron rod found for an angle corner of said Block 4;

N 71° 14' 23" W - 65.92' to a 5/8" iron rod found for an angle corner of said Block 4;

N 60° 31' 55" W - 65.99' to a 5/8" iron rod found for an angle corner of said Block 4;

N 57° 38' 38" W - 145.10' to a 3/4" iron rod found for the most northerly corner of Lot 1 of the aforesaid Block 4;

THENCE S 30° 39' 07" W - 130.00' to a 3/4" iron rod found for a point on a curve to the left, in the north line of Gallant Ridge, having a central angle of 04° 53' 00", a radius of 2120.00', and a chord which bears N 61° 47' 23" W - 180.63';

THENCE along said curve to the left, along said north line, in a northwesterly direction, an arc distance of 180.69' to a 3/4" iron rod found for the end of curve, common to the southeast corner of Lot 38, Block 3, of the aforesaid Royal Oaks Country Club, Section One;

THENCE along the perimeter line of said Block 3 the following twenty-one (21) courses:

N 15° 50' 17" E - 158.99' to a 5/8" iron rod found for an angle corner of said Block 3;

N 03 00' 37" E - 148.67' to a 5/8" iron rod found for an angle corner of said Block 3;

- N 05° 25' 45" W - 461.33' to a 5/8" iron rod found for an angle corner of said Block 3;
- N 25° 10' 27" W - 167.99' to a 5/8" iron rod found for an angle corner of said Block 3;
- N 39° 10' 50" W - 111.52' to a 5/8" iron rod found for an angle corner of said Block 3;
- N 71 34' 08" W - 84.61' to a 5/8" iron rod found for an angle corner of said Block 3;
- S 64° 39' 15" W - 35.77' to a 5/8" iron rod found for an angle corner of said Block 3;
- S 22 14' 24" W - 244.48' to a 5/8" iron rod found for an angle corner of said Block 3;
- S 00° 25' 43" E - 77.37' to a 5/8" iron rod found for an angle corner of said Block 3;
- S 05 25' 45" E - 431.82' to a 5/8" iron rod found for an angle corner of said Block 3;
- S 15 55' 11" W - 23.43' to a 5/8" iron rod found for an angle corner of said Block 3;
- N 76 13' 20" W - 168.19' to a 5/8" iron rod found for an angle corner of said Block 3;
- N 80 32' 20" W - 170.75' to a 5/8" iron rod found for an angle corner of said Block 3;
- N 83 21' 01" W - 50.01' to a 5/8" iron rod found for an angle corner of said Block 3;
- N 85° 59' 24" W - 160.23' to a 5/8" iron rod found for an angle corner of said Block 3;
- N 48° 07' 02" W - 46.37' to a 5/8" iron rod found for an angle corner of said Block 3;
- N 00° 30' 05" W - 63.42' to a 5/8" iron rod found for an angle corner of said Block 3;
- N 08° 12' 58" E - 186.12' to a 5/8" iron rod found for an angle corner of said Block 3;
- N 10 23' 04" E - 305.00' to a 5/8" iron rod found for an angle corner of said Block 3;
- N 16° 33' 17" E - 93.04' to a 5/8" iron rod found for an angle corner of said Block 3;
- N 10 23' 04" E - 816.79' to a 3/4" iron rod found for the northeast corner of Lot 1 of the aforesaid Block 3;
- THENCE S 84° 08' 51" E - 39.66' to the Point of Curvature of a curve to the right, having a central angle of 20° 35' 52", and a radius of 100.00';

THENCE along said curve to the right, in a southeasterly direction, an arc distance of 35.95' to the end of curve;

THENCE S 63° 32' 59" E - 113.80' to the Point of Curvature of a curve to the left, having a central angle of 23° 11' 14", and a radius of 213.00';

THENCE along said curve to the left, in an easterly direction, an arc distance of 86.20' to the end of curve;

THENCE S 86° 44' 13" E - 314.19' to the Point of Curvature of a curve to the right, having a central angle of 19° 53' 43", and a radius of 100.00';

THENCE along said curve to the right, in a southeasterly direction, an arc distance of 34.72' to the end of curve;

THENCE S 66° 50' 30" E - 175.13' to the Point of Curvature of a curve to the left, having a central angle of 27° 37' 49", and a radius of 75.00';

THENCE along said curve to the left, in an easterly direction, an arc distance of 36.17' to a 3/4" iron rod set for the end of curve;

THENCE N 85° 31' 41" E - 95.39' to the Point of Curvature of a curve to the left, having a central angle of 42° 17' 41", and a radius of 75.00';

THENCE along said curve to the left, in a northeasterly direction, an arc distance of 55.36' to the end of curve;

THENCE N 43° 14' 00" E - 171.44' to an angle corner of the herein described tract;

THENCE S 46° 43' 30" E - 38.38' to the POINT OF BEGINNING of the herein described tract and containing 53.18 acres of land.

Certification Date
February 29, 2000

DETENTION BASIN P-2

METES AND BOUNDS DESCRIPTION
OF 44.16 ACRES OF LAND
OUT OF THE HENRY WOODRUFF SURVEY, A-844
HARRIS COUNTY, TEXAS

All that certain 44.16 acres of land, out of the 449.99 acre tract described as Tract II in the deed from L. Leon James, et al, to Royal Oaks Limited Partnership, recorded under File No. T399016, in the Official Public Records of Real Property of Harris County, Texas, out of the Henry Woodruff Survey, A-844, Harris County, Texas, being more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone)

BEGINNING at a 3/4" iron rod found for the southwest corner of Lot 1, Block 8, of the aforesaid Royal Oaks Country Club, Section One, in the east line of the aforesaid Bonnebrige Way Drive;

THENCE along the south line of said Block 8 the following twenty-one (21) courses:

- S 81° 25' 05" E - 107.12' to a 5/8" iron rod found for an angle corner of said Block 8;
- S 77° 15' 13" E - 88.36' to a 5/8" iron rod found for an angle corner of said Block 8;
- S 73° 29' 20" E - 88.36' to a 5/8" iron rod found for an angle corner of said Block 8;
- S 69° 43' 27" E - 88.36' to a 5/8" iron rod found for an angle corner of said Block 8;
- S 65° 57' 35" E - 88.36' to a 5/8" iron rod found for an angle corner of said Block 8;
- S 62° 11' 42" E - 88.36' to a 5/8" iron rod found for an angle corner of said Block 8;
- S 58° 48' 49" E - 91.62' to a 5/8" iron rod found for an angle corner of said Block 8;
- S 58° 17' 21" E - 92.50' to a 5/8" iron rod found for an angle corner of said Block 8;
- S 59° 22' 42" E - 97.23' to a 5/8" iron rod found for an angle corner of said Block 8;
- S 65° 31' 13" E - 103.29' to a 5/8" iron rod found for an angle corner of said Block 8;
- S 72° 26' 46" E - 103.29' to a 5/8" iron rod found for an angle corner of said Block 8;
- S 79° 22' 19" E - 103.29' to a 5/8" iron rod found for an angle corner of said Block 8;
- S 86° 17' 52" E - 103.29' to a 5/8" iron rod found for an angle corner of said Block 8;

530-99-2077

N 86° 46' 35" E - 103.29' to a 5/8" iron rod found for an angle corner of said Block 8;

N 79° 51' 02" E - 103.29' to a 5/8" iron rod found for an angle corner of said Block 8;

N 72° 55' 29" E - 103.29' to a 5/8" iron rod found for an angle corner of said Block 8;

N 65° 59' 56" E - 103.29' to a 5/8" iron rod found for an angle corner of said Block 8;

N 59° 04' 23" E - 103.29' to a 5/8" iron rod found for an angle corner of said Block 8;

N 53° 03' 04" E - 99.14' to a 5/8" iron rod found for an angle corner of said Block 8;

N 52° 09' 03" E - 167.50' to a 5/8" iron rod found for an angle corner of said Block 8;

N 52° 10' 20" E - 71.40' to a 3/4" iron rod found for the southeast corner of said Block 8;

THENCE N 56° 31' 18" E - 86.64' to an angle corner of the herein described tract;

THENCE N 64° 13' 26" E - 86.64' to an angle corner of the herein described tract;

THENCE N 71° 55' 34" E - 86.64' to an angle corner of the herein described tract;

THENCE N 79° 37' 42" E - 86.64' to an angle corner of the herein described tract;

THENCE N 87° 19' 50" E - 86.64' to an angle corner of the herein described tract;

THENCE S 84° 51' 36" E - 89.05' to an angle corner of the herein described tract;

THENCE S 76° 13' 42" E - 105.11' to the northeast corner of the herein described tract;

THENCE S 01° 42' 04" W - 28.86' to the Point of Curvature of a curve to the right, having a central angle of 10° 26' 16", and a radius of 975.00';

THENCE along said curve to the right, in a southerly direction, an arc distance of 177.62' to the end of curve;

THENCE S 12° 08' 20" W - 102.88' to an angle corner of the herein described tract;

THENCE N 77° 51' 40" W - 198.40' to an angle corner of the herein described tract;

THENCE S 78° 43' 32" W - 107.69' to an angle corner of the herein described tract;

THENCE S 49° 25' 41" W - 79.86' to an angle corner of the herein described tract;

THENCE S 21° 01' 39" W - 96.72' to an angle corner of the herein described tract;

THENCE S 10° 45' 02" E - 100.40' to an angle corner of the herein described tract;

THENCE S 39° 48' 28" E - 80.15' to an angle corner of the herein described tract;

THENCE S 69° 55' 00" E - 106.97' to an angle corner of the herein described tract;

THENCE N 85° 27' 08" E - 67.52' to an angle corner of the herein described tract;

THENCE S 07° 32' 18" E - 365.80' to an angle corner of the herein described tract;

THENCE S 05° 13' 27" E - 177.74' to an angle corner of the herein described tract;

THENCE S 02° 28' 57" E - 455.01' to an angle corner of the herein described tract;

THENCE N 87° 29' 01" E - 129.50' to a point on a curve to the right, having a central angle of 78° 27' 47", a radius of 25.00', and a chord which bears S 48° 15' 08" W - 31.62';

THENCE along said curve to the right, in a southwesterly direction, an arc distance of 34.24' to the end of curve;

THENCE S 87° 29' 01" W - 130.61' to the Point of Curvature of a curve to the right, having a central angle of 42° 18' 43", and a radius of 75.00';

THENCE along said curve to the right, in a northwesterly direction, an arc distance of 55.39' to the end of curve;

THENCE N 50° 12' 16" W - 100.86' to the Point of Curvature of a curve to the left, having a central angle of 42° 18' 43", and a radius of 125.00';

THENCE along said curve to the left, in a northwesterly direction, an arc distance of 92.31' to the end of curve;

THENCE N 04° 41' 05" W - 107.78' to an angle corner of the herein described tract;

THENCE N 13° 37' 52" W - 107.78' to an angle corner of the herein described tract;

THENCE N 16° 45' 32" W - 179.87' to an angle corner of the herein described tract;

THENCE N 10° 34' 11" W - 209.39' to an angle corner of the herein described tract;

THENCE N 36° 43' 10" W - 207.28' to an angle corner of the herein described tract;

THENCE N 43° 50' 39" W - 77.55' to an angle corner of the herein described tract;

THENCE N 66° 53' 04" W - 70.96' to an angle corner of the herein described tract;

THENCE S 86° 07' 55" W - 96.91' to an angle corner of the herein described tract;

THENCE S 57° 34' 04" W - 80.66' to an angle corner of the herein described tract;

THENCE S 31° 05' 35" W - 112.32' to an angle corner of the herein described tract;

THENCE S 08° 24' 59" E - 228.27' to an angle corner of the herein described tract;

THENCE S 07° 03' 43" E - 363.51' to an angle corner of the herein described tract, in the north line of Block 9, of the aforesaid Royal Oaks Country Club, Section One;

THENCE along the north line of said Block 9 the following nine (9) courses:

S 87° 29' 01" W - 458.39' to a 5/8" iron rod found for an angle corner of said Block 9;

S 89° 30' 04" W - 152.93' to a 5/8" iron rod found for an angle corner of said Block 9;

N 85° 05' 19" W - 157.54' to a 5/8" iron rod found for an angle corner of said Block 9;

N 79° 53' 42" W - 137.85' to a 5/8" iron rod found for an angle corner of said Block 9;

N 74 52' 29" W - 147.70' to a 5/8" iron rod found for an angle corner of said Block 9;

N 69° 30' 30" W - 157.54' to a 5/8" iron rod found for an angle corner of said Block 9;

N 63 33' 20" W - 165.90' to a 5/8" iron rod found for an angle corner of said Block 9;

N 50 31' 16" W - 83.92' to a 5/8" iron rod found for an angle corner of said Block 9;

N 36° 33' 40" W - 83.92' to a 3/4" iron rod found for the northwest corner of said Block 9;

THENCE S 60° 26' 09" W - 130.01' to a 3/4" iron rod found for the most westerly corner of said Block 9, in the north line of Gallant Ridge Lane;

THENCE N 30° 07' 32" W - 65.38', along the north line of Gallant Ridge Lane, to a 3/4" iron rod found for the Point of Curvature of a curve to the left, having a central angle of 18° 25' 54", and a radius of 525.00';

THENCE along said curve to the left, continuing along the north line of Gallant Ridge Lane, in a northwesterly direction, an arc distance of 168.89' to a 3/4" iron rod found for the south corner of the east cutback curve at the intersection of said Gallant Ridge Lane and the aforesaid Bonnebridge Way Drive, common to the Point of Reverse Curvature of a curve to the right, having a central angle of 88° 49' 10", and a radius of 25.00';

THENCE along said curve to the right, along said east cutback curve, in a northerly direction, and arc distance of 38.75' to a 3/4" iron rod found for the north corner of said cutback in the east line of said Bonnebridge Way Drive;

THENCE N 40° 15' 44" E - 27.25', along said east line, to a 3/4" iron rod found for the Point of Curvature of a curve to the left, having a central angle of 20° 03' 48", and a radius of 500.00';

THENCE along said curve to the left, along said east line, in a northeasterly direction, and arc distance of 175.09' to the end of curve;

THENCE S 84° 19' 50" E - 123.17' to an angle corner of the herein described tract;

THENCE S 71° 33' 37" E - 89.44' to an angle corner of the herein described tract;

THENCE S 58° 22' 25" E - 345.87' to an angle corner of the herein described tract;

THENCE S 70° 49' 17" E - 120.77' to an angle corner of the herein described tract;

THENCE S 77° 19' 44" E - 109.83' to an angle corner of the herein described tract;

THENCE S 83° 25' 43" E - 126.09' to an angle corner of the herein described tract;

THENCE S 75° 38' 33" E - 121.20' to an angle corner of the herein described tract;

THENCE N 89° 23' 47" E - 157.03' to an angle corner of the herein described tract;

THENCE N 36° 16' 51" E - 200.00' to an angle corner of the herein described tract;

THENCE N 23° 43' 09" W - 200.00' to an angle corner of the herein described tract;

THENCE N 76° 50' 04" W - 157.03' to an angle corner of the herein described tract;

THENCE S 88° 12' 15" W - 121.20' to an angle corner of the herein described tract;

THENCE N 83° 30' 38" W - 113.35' to an angle corner of the herein described tract;

THENCE N 74° 27' 36" W - 99.67' to an angle corner of the herein described tract;

THENCE N 61° 31' 38" W - 102.69' to an angle corner of the herein described tract;

THENCE N 58° 22' 25" W - 242.48' to an angle corner of the herein described tract;

THENCE N 67° 44' 26" W - 120.53' to an angle corner of the herein described tract;

THENCE N 75° 44' 46" W - 120.36' to an angle corner of the herein described tract;

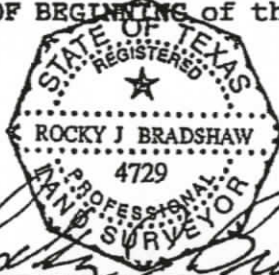
THENCE N 85° 51' 43" W - 155.27' to a point on a curve to the left, in the east line of the aforesaid Bonnebridge Way Drive, having a central angle of 02 39' 08", a radius of 500.00', and a chord bearing of N 22° 06' 07" W - 23.14';

THENCE along said curve to the left, along said east line, in a northwesterly direction, an arc distance of 23.15' to a 3/4" iron rod found for the end of curve;

THENCE N 23° 25' 41" W - 50.06', continuing along said east line, to a 3/4" iron rod found for the Point of Curvature of a curve to the right, having a central angle of 40° 29' 26", and a radius of 400.00';

THENCE along said curve to the right, continuing along said east line, in a northerly direction, an arc distance of 282.68' to a 3/4" iron rod found for the end of curve;

THENCE N 17° 03' 45" E - 49.99' to the POINT OF BEGINNING of the herein described tract and containing 44.16 acres of land.



Certification Date
February 29, 2000

DETENTION BASIN P-2A

METES AND BOUNDS DESCRIPTION
OF 12.26 ACRES OF LAND
OUT OF THE HENRY WOODRUFF SURVEY, A-844
HARRIS COUNTY, TEXAS

All that certain 12.26 acres of land, out of the 449.99 acre tract described as Tract II in the deed from L. Leon James, et al, to Royal Oaks Limited Partnership, recorded under File No. T399016, in the Official Public Records of Real Property of Harris County, Texas, out of the Henry Woodruff Survey, A-844, Harris County, Texas, being more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone)

COMMENCING at the northwest corner of the 42.86655 acre Tract 4 described in the Development Agreement as Tract 4 B Metro, recorded under File Nos. K430144 and K430145, in the Official Public Records of Real Property of Harris County, Texas, in the south right-of-way line of Westpark Drive (100' R.O.W.), from which a 5/8" iron rod found for the southeast corner of the aforesaid 449.99 acre Tract 4 bears S 02° 30' 59" E - 1357.18', and a 1/2" iron rod found for the north corner of the southwest right-of-way cutback line at the intersection of said Westpark Drive and Wilcrest Drive (100' R.O.W.) bears N 87°29'01" E - 2042.92'; THENCE N 77° 51' 18" E - 1117.61' to the POINT OF BEGINNING of the herein described tract;

THENCE N 87° 29' 01" E - 128.66' to an angle corner of the herein described tract;

THENCE N 02° 28' 57" W - 480.94' to an angle corner of the herein described tract;

THENCE N 05° 22' 52" W - 168.73' to an angle corner of the herein described tract;

THENCE N 07° 32' 18" W - 327.90' to an angle corner of the herein described tract;

THENCE N 04° 15' 13" W - 77.33' to an angle corner of the herein described tract;

THENCE N 01° 51' 24" E - 77.33' to an angle corner of the herein described tract;

THENCE N 07° 52' 13" E - 77.34' to an angle corner of the herein described tract;

THENCE N 12° 08' 20" E - 159.62' to an angle corner of the herein described tract;

THENCE N 09° 53' 24" E - 88.42' to an angle corner of the herein described tract;

THENCE N 05° 20' 22" E - 95.01' to an angle corner of the herein described tract;

THENCE N 87° 30' 50" W - 130.01' to a point on a curve to the left, having a central angle of 01° 07' 05", a radius of 1025.00', and chord which bears N 02° 29' 10" E - 20.00';


THENCE along said curve to the left, in a northerly direction, an arc distance of 20.00' to the end of curve;

THENCE S 87 30' 50" E - 130.01' to an angle corner of the herein described tract;

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530-99-2083

THENCE N 01° 42' 47" E - 70.34' to an angle corner of the herein described tract;
THENCE N 10° 58' 20" E - 60.81' to an angle corner of the herein described tract;
THENCE N 34° 45' 54" E - 59.71' to an angle corner of the herein described tract;
THENCE N 58° 31' 39" E - 59.71' to an angle corner of the herein described tract;
THENCE N 81° 34' 37" E - 62.65' to an angle corner of the herein described tract;
THENCE N 87° 19' 19" E - 66.19' to an angle corner of the herein described tract;
THENCE N 02° 28' 57" W - 130.00' to an angle corner of the herein described tract;
THENCE N 87° 19' 19" E - 10.00' to the northeast corner of the herein described tract;
THENCE S 02° 28' 57" E - 1920.71' to the southeast corner of the herein described tract;
THENCE S 87° 29' 01" W - 404.99' to the Point of Curvature of a curve to the right, having a central angle of 71° 10' 43", and a radius of 25.00';
THENCE along said curve to the right, in a northwesterly direction, an arc distance of 31.06' to the POINT OF BEGINNING of the herein described Tract 3 and containing 12.26 acres of land.


Certification Date
February 29, 2000

DETENTION BASIN P-3

METES AND BOUNDS DESCRIPTION
OF 25.41 ACRES OF LAND
OUT OF THE HENRY WOODRUFF SURVEY, A-844
HARRIS COUNTY, TEXAS

that certain 25.41 acres of land, out of the 449.99 acre tract described as Plot II in the deed from L. Leon James, et al, to Royal Oaks Limited Partnership, recorded under File No. T399016, in the Official Public Records of Real Property of Harris County, Texas, out of the Henry Woodruff Survey, A-844, Harris County, Texas, being more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone)

COMMENCING at the northwest corner of the 42.86655 acre tract described in the Development Agreement as tract B Metro, recorded under File Nos. K430144 and K430145, in the Official Public Records of Real Property of Harris County, Texas, on the south right-of-way line of Westpark Drive (100' R.O.W.), from which a 5/8" iron rod found for the southeast corner of the aforesaid 449.99 acre tract bears S 02° 30' 59" E - 1357.18', and a 1/2" iron rod found for the north corner of the southwest right-of-way cutback line at the intersection of said Westpark Drive and Wilcrest Drive (100' R.O.W.) bears N 87° 29' 01" E - 2042.92'; THENCE N 83° 39' 55" W - 2112.54' to the POINT OF BEGINNING of the herein described tract;

THENCE S 57° 37' 41" E - 168.30' to an angle corner of the herein described tract;

THENCE S 70° 19' 20" E - 153.89' to an angle corner of the herein described tract;

THENCE S 70° 45' 49" E - 136.41' to an angle corner of the herein described tract;

THENCE S 59° 40' 37" E - 132.18' to an angle corner of the herein described tract;

THENCE S 61° 54' 52" E - 146.80' to an angle corner of the herein described tract;

THENCE S 65° 27' 50" E - 146.80' to an angle corner of the herein described tract;

THENCE S 69° 00' 48" E - 146.80' to an angle corner of the herein described tract;

THENCE S 72° 33' 46" E - 146.80' to an angle corner of the herein described tract;

THENCE S 76° 06' 44" E - 146.80' to an angle corner of the herein described tract;

THENCE S 79° 43' 30" E - 152.04' to an angle corner of the herein described tract;

THENCE S 83° 24' 05" E - 152.04' to an angle corner of the herein described tract;

THENCE S 87° 00' 51" E - 146.80' to an angle corner of the herein described tract;

THENCE S 89° 40' 34" E - 73.41' to an angle corner of the herein described tract;

THENCE N 00° 33' 49" W - 130.00' to a point on a curve to the left, having a central angle of 01° 57' 10", a radius of 2240.00', and a chord which bears N 88° 27' 36" E - 76.34';

THENCE along said curve to the left, in an easterly direction, an arc distance of 76.35' to a the end of curve;

THENCE N 87° 29' 01" E - 45.00' to the Point of Curvature of a curve to the right, having a central angle of 90° 00' 00", and a radius of 75.00';

THENCE along said curve to the right, in a southeasterly direction, an arc distance of 117.81' to the end of curve;

THENCE S 02° 30' 59" E - 22.54' to an angle corner of the herein described tract;

THENCE S 87° 29' 01" W - 120.00' to an angle corner of the herein described tract;

THENCE S 02° 30' 59" E - 872.83' to the southeast corner of the herein described tract;

THENCE S 82° 57' 29" W - 1325.42' to a point on a curve to the right, having a central angle of 08° 11' 55", a radius of 1475.00', and a chord which bears N 02° 56' 34" W - 210.88'

THENCE along said curve to the right, in a northerly direction, an arc distance of 211.06' to the end of curve;

THENCE N 01° 09' 24" E - 107.94' to an angle corner of the herein described tract;

THENCE N 87° 59' 44" E - 170.08' to an angle corner of the herein described tract;

THENCE N 82° 28' 20" E - 174.05' to an angle corner of the herein described tract

THENCE N 77° 00' 24" E - 164.03' to an angle corner of the herein described tract;

THENCE N 80° 40' 11" E - 156.29' to an angle corner of the herein described tract;

THENCE N 87° 05' 41" E - 78.13' to an angle corner of the herein described tract;

THENCE S 70° 37' 04" E - 78.32' to an angle corner of the herein described tract;

THENCE N 88° 12' 20" E - 93.22' to an angle corner of the herein described tract;

THENCE N 53° 30' 10" E - 60.39' to an angle corner of the herein described tract;

THENCE N 22° 42' 43" E - 168.75' to an angle corner of the herein described tract;

THENCE N 02° 30' 59" W - 101.10' to an angle corner of the herein described tract;

THENCE N 65° 28' 36" W - 170.95' to an angle corner of the herein described tract;

THENCE S 77° 13' 16" W - 138.67' to an angle corner of the herein described tract;

THENCE S 86° 57' 35" W - 87.07' to an angle corner of the herein described tract;

THENCE S 83° 16' 39" W - 87.07' to an angle corner of the herein described tract;
 THENCE S 80° 52' 24" W - 107.29' to an angle corner of the herein described tract;
 THENCE N 37° 21' 49" W - 84.83' to an angle corner of the herein described tract;
 THENCE N 47° 42' 38" W - 107.50' to an angle corner of the herein described tract;
 THENCE N 62° 04' 20" W - 107.50' to an angle corner of the herein described tract;
 THENCE N 76° 26' 01" W - 107.50' to an angle corner of the herein described tract;
 THENCE S 87° 19' 28" W - 135.44' to an angle corner of the herein described tract;
 THENCE N 35° 38' 29" W - 152.65' to an angle corner of the herein described tract;
 THENCE N 44° 53' 05" W - 187.37' to an angle corner of the herein described tract;
 THENCE N 54° 49' 53" W - 178.46' to an angle corner of the herein described tract;
 THENCE N 62° 06' 33" W - 89.31' to an angle corner of the herein described tract;
 THENCE N 67° 12' 04" W - 171.68' to an angle corner of the herein described tract;
 THENCE N 22° 14' 31" E - 33.46' to the Point of Curvature of a curve to the right, having a central angle of 11° 32' 44", and a radius of 950.00';
 THENCE along said curve to the right, in a northeasterly direction, an arc distance of 191.43' to the POINT OF BEGINNING of the herein described tract and containing 25.41 acres of land.

STATE OF TEXAS
 REGISTERED
 ROCKY J. BRADSHAW
 4729
 PROFESSIONAL LAND SURVEYOR
 Certification Date
 February 29, 2000

**METES AND BOUNDS DESCRIPTION
OF 32.09 ACRES OF LAND
OUT OF THE HENRY WOODRUFF SURVEY, A-844
AND THE H.K. LEWIS SURVEY, A-42
HARRIS COUNTY, TEXAS**

All that certain 32.09 acre of land, out of the 449.99 acre tract described as Tract II in the deed from L. Leon James, et al, to Royal Oaks Limited Partnership, recorded under File No. T399016, in the Official Public Records of Real Property of Harris County, Texas, out of the Henry Woodruff Survey, A-844, and the H.K. Lewis Survey, A-42, Harris County, Texas, being more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone)

COMMENCING at the northwest corner of the 42.86655 acre tract described in the Development Agreement as tract B Metro, recorded under File Nos. K430144 and K430145, in the Official Public Records of Real Property of Harris County, Texas, in the south right-of-way line of Westpark Drive (100' R.O.W.), from which a 5/8" iron rod found for the southeast corner of the aforesaid 449.99 acre tract bears S 02° 30' 59" E - 1357.18', and a 1/2" iron rod found for the north corner of the southwest right-of-way cutback line at the intersection of said Westpark Drive and Wilcrest Drive (100' R.O.W.) bears N 87°29'01" E - 2042.92'; THENCE N 82° 12' 05" W - 2196.73' to the POINT OF BEGINNING of the herein described tract, common to a point on a curve to the left, having a central angle of 12 09' 47", a radius of 1050.00', and a chord which bears S 28° 19' 24" W - 222.48';

THENCE along said curve to the left, in a southwesterly direction, an arc distance of 222.90' to the end of curve;

THENCE S 22° 14' 31" W - 33.46' to an angle corner of the herein described tract;

THENCE N 66° 36' 25" W - 92.71' to an angle corner of the herein described tract;

THENCE N 56° 52' 00" W - 87.58' to an angle corner of the herein described tract;

THENCE N 45° 34' 19" W - 87.58' to an angle corner of the herein described tract;

THENCE N 34° 25' 50" W - 85.21' to an angle corner of the herein described tract;

THENCE N 23° 26' 32" W - 85.21' to an angle corner of the herein described tract;

THENCE N 12° 37' 19" W - 55.48' to an angle corner of the herein described tract;

THENCE N 51° 59' 32" W - 189.89' to an angle corner of the herein described tract;

THENCE N 66° 31' 44" W - 78.57' to an angle corner of the herein described tract;

THENCE N 85° 52' 37" W - 55.29' to an angle corner of the herein described tract;

THENCE S 44° 33' 27" W - 88.07' to an angle corner of the herein described tract;

THENCE S 12° 21' 05" E - 189.13' to an angle corner of the herein described tract;

THENCE S 17° 39' 40" E - 158.54' to an angle corner of the herein described tract;

THENCE S 33° 39' 49" E - 265.98' to an angle corner of the herein described tract;

THENCE S 57° 40' 03" E - 212.79' to an angle corner of the herein described tract;

- Detention Basin P-4

S 33 03' 53" E - 155.45' to an angle corner of the herein described
 ;
 CE S 50 26' 45" E - 129.10' to an angle corner of the herein described
 t;
 NCE S 26° 06' 13" W - 176.98' to an angle corner of the herein described
 ct;
 ENCE S 12° 47' 16" W - 105.51' to an angle corner of the herein described
 act;
 HENCE S 00° 16' 04" E - 103.04' to an angle corner of the herein described
 ract;
 THENCE S 13° 36' 17" E - 189.15' to an angle corner of the herein described
 tract;
 THENCE S 24° 23' 57" E - 163.58' to an angle corner of the herein described
 tract;
 THENCE S 60° 28' 48" E - 89.80' to an angle corner of the herein described tract;
 THENCE N 83° 55' 44" E - 138.83' to an angle corner of the herein described
 tract;
 THENCE S 88° 04' 14" E - 234.67' to an angle corner of the herein described
 tract;
 THENCE S 80° 39' 14" E - 168.80' to an angle corner of the herein described
 tract;
 THENCE S 87° 02' 48" E - 94.54' to a point on a curve to the left, having a
 central angle of 07° 30' 35", a radius of 1525.00', and a chord which bears
 S 03° 17' 14" E - 199.74';
 THENCE along said curve to the left, in a southerly direction, an arc distance
 of 199.88' to the end of curve;
 THENCE S 82° 57' 29" W - 792.63' to an angle corner of the herein described
 tract;
 THENCE N 88° 10' 31" W - 64.73' to an angle corner of the herein described tract;
 THENCE N 76° 15' 49" W - 64.70' to an angle corner of the herein described tract;
 THENCE N 63° 15' 54" W - 75.90' to an angle corner of the herein described tract;
 THENCE S 43° 28' 09" W - 171.03' to a point on a curve to the right, having a
 central angle of 06° 02' 32", a radius of 475.00', a chord which bears
 N 49° 30' 59" W - 50.07';
 THENCE along said curve to the right, in a northwesterly direction, an arc
 distance of 50.09' to the end of curve;
 THENCE N 43° 28' 09" E - 207.55' to an angle corner of the herein described
 tract;
 THENCE N 22° 35' 22" E - 72.69' to an angle corner of the herein described tract;
 THENCE N 24° 23' 57" W - 185.41' to an angle corner of the herein described
 tract;
 THENCE N 84° 19' 04" W - 124.49' to an angle corner of the herein described
 tract;

THENCE N 10 18' 14" W - 78.63' to an angle corner of the herein described tract;
THENCE N 12° 08' 02" W - 73.39' to an angle corner of the herein described tract;
THENCE N 13 54' 03" W - 73.39' to an angle corner of the herein described tract;
THENCE N 15° 43' 51" W - 78.63' to an angle corner of the herein described tract;
THENCE N 73° 19' 22" E - 25.60' to an angle corner of the herein described tract;
THENCE N 43° 24' 18" E - 130.80' to an angle corner of the herein described tract;
THENCE N 12° 43' 13" E - 174.05' to an angle corner of the herein described tract;
THENCE N 26° 54' 49" W - 156.89' to an angle corner of the herein described tract;
THENCE N 78° 31' 29" W - 107.64' to an angle corner of the herein described tract;
THENCE S 70° 26' 58" W - 55.83' to an angle corner of the herein described tract;
THENCE N 11° 23' 57" W - 70.71' to an angle corner of the herein described tract;
THENCE N 20° 02' 43" W - 70.00' to an angle corner of the herein described tract;
THENCE N 29° 27' 13" W - 71.06' to an angle corner of the herein described tract;
THENCE N 39° 09' 00" W - 74.31' to an angle corner of the herein described tract;
THENCE N 43° 22' 00" W - 76.52' to an angle corner of the herein described tract;
THENCE N 21° 26' 22" W - 144.49' to an angle corner of the herein described tract;
THENCE N 15° 40' 27" W - 142.76' to an angle corner of the herein described tract;
THENCE N 12° 18' 44" W - 139.60' to an angle corner of the herein described tract;
THENCE N 13° 55' 22" W - 148.52' to an angle corner of the herein described tract;
THENCE S 73° 19' 38" W - 130.02' to a point on a curve to the left, having a central angle of 00° 45' 50", a radius of 2250.00', and a chord which bears N 16° 02' 10" W - 30.00';
THENCE along said curve to the left, in a northwesterly direction, an arc distance of 30.00' to the end of curve;
THENCE N 73° 19' 38" E - 130.00' to an angle corner of the herein described tract;
THENCE N 17° 18' 35" W - 72.91' to an angle corner of the herein described tract;
THENCE N 19° 54' 43" W - 145.83' to an angle corner of the herein described tract;
THENCE N 21° 13' 58" W - 149.78' to an angle corner of the herein described tract;
THENCE N 19° 27' 34" W - 68.94' to an angle corner of the herein described tract;
THENCE N 10° 08' 00" W - 50.36' to an angle corner of the herein described tract;

THENCE N 18° 27' 03" E - 47.50' to an angle corner of the herein described tract;
 THENCE N 47° 24' 22" E - 47.50' to an angle corner of the herein described tract;
 THENCE N 75° 11' 33" E - 43.73' to an angle corner of the herein described tract;
 THENCE S 85° 45' 14" E - 20.05' to an angle corner of the herein described tract;
 THENCE S 80° 48' 52" E - 69.09' to an angle corner of the herein described tract;
 THENCE S 77° 10' 36" E - 137.85' to an angle corner of the herein described tract;
 THENCE S 72° 19' 46" E - 137.85' to an angle corner of the herein described tract;
 THENCE S 67° 28' 56" E - 137.85' to an angle corner of the herein described tract;
 THENCE S 62° 27' 43" E - 147.70' to an angle corner of the herein described tract;
 THENCE S 57° 26' 30" E - 137.85' to an angle corner of the herein described tract;
 THENCE S 52° 35' 41" E - 137.85' to an angle corner of the herein described tract;
 THENCE S 40° 35' 26" E - 130.52' to an angle corner of the herein described tract;
 THENCE S 30° 53' 38" E - 223.41' to an angle corner of the herein described tract;
 THENCE S 40° 21' 47" E - 84.13' to an angle corner of the herein described tract;
 THENCE S 47° 28' 36" E - 81.87' to the POINT OF BEGINNING of the herein described tract and containing 32.09 acres of land.

Certification Date
February 29, 2000

ROYAL OAKS COUNTRY CLUB, CLUBHOUSE COMPLEX

530-99-2091

METES AND BOUNDS DESCRIPTION
OF 10.72 ACRES OF LAND
OUT OF THE H.K. LEWIS SURVEY, A-42
HARRIS COUNTY, TEXAS

All that certain 10.72 acres of land, out of the 449.99 acre tract described as Tract II in the deed from L. Leon James, et al, to Royal Oaks Limited Partnership, recorded under File No. T399016, in the Official Public Records of Real Property of Harris County, Texas, out of the H.K. Lewis Survey, A-42, Harris County, Texas, and being more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone)

BEGINNING at a 3/4" iron rod found for the most westerly corner of Lot 1, Block 5, of Royal Oaks Country Club, Section One, according to the plat thereof, Recorded under Film Code No. 427086, in the Map Records of Harris County, Texas;

THENCE N 46° 43' 30" W - 38.38' to a 3/4" iron rod set for an angle corner of the herein described tract;

THENCE S 43° 14' 00" W - 171.44' to a 3/4" iron rod set for the Point of Curvature of a curve to the right, having a central angle of 42° 17' 41", and a radius of 75.00';

THENCE along said curve to the right, in a southwesterly direction, an arc distance of 55.36' to a 3/4" iron rod set for the end of curve;

THENCE S 85° 31' 41" W - 95.39' to a 3/4" iron rod set for the Point of Curvature of a curve to the right, having a central angle of 27° 37' 49", and a radius of 75.00';

THENCE along said curve to the right, in a northwesterly direction, an arc distance of 36.17' to a 3/4" iron rod set for the end of curve;

THENCE N 66° 50' 30" W - 175.13' to a 3/4" iron rod set for the Point of Curvature of a curve to the left, having a central angle of 19° 53' 43", and a radius of 100.00';

THENCE along said curve to the left, in a northwesterly direction, an arc distance of 34.72' to a 3/4" iron rod set for the end of curve;

THENCE N 86° 44' 13" W - 314.19' to a 3/4" iron rod set for the Point of Curvature of a curve to the right, having a central angle of 23° 11' 14", and a radius of 213.00';

THENCE along said curve to the right, in a northwesterly direction, an arc distance of 86.20' to a 3/4" iron rod set for the end of curve;

THENCE N 63° 32' 59" W - 113.80' to a 3/4" iron rod set for the Point of Curvature of a curve to the left, having a central angle of 20° 35' 52", and a radius of 100.00';

THENCE along said curve to the left, in a northwesterly direction, an arc distance of 35.95' to a 3/4" iron rod set for the end of curve;

THENCE N 84° 08' 51" W at 39.66' passing a 3/4" iron rod found for the northeast corner of Lot 1, Block 3, of the aforesaid Royal Oaks Country Club, Section One, continuing along the north line of said Lot 1, Block 3, in all a total distance of 146.97' to a 3/4" iron rod found for the Point of Curvature of a curve to the left, having a central angle of 85° 28' 05", and a radius of 25.00';

THENCE along said curve to the left, continuing along the north line of said Lot 1, Block 3, in a southwesterly direction, an arc distance of 37.29' to a 3/4" iron rod found for the Point of Cusp of a curve to the left, in the east line of Rosemary Park Lane (50' Wide), having a central angle of 12° 54' 30", and a radius of 325.00';

1 Acre Tract - Page 2

NE, along said curve to the left, along said east line, in a northerly direction, an arc distance of 73.22' to 3/4" iron rod set for the end of curve;

CE S 84° 08' 51" E - 310.40' to a 3/4" iron rod set for an angle corner of herein described tract;

ICE N 00° 00' 00" E - 357.89' to a 3/4" iron rod set for an angle corner of herein described tract;

NCE N 90° 00' 00" E - 262.47' to a 3/4" iron rod set for an angle corner of herein described tract;

NCE N 00° 00' 00" E - 67.08' to a 3/4" iron rod set for an angle corner of the herein described tract;

ENCE N 14° 21' 48" E - 126.44' to a 3/4" iron rod set for of a point on a curve to the right, in the south line of Royal Rose Drive (Width Varies), having central angle of 43° 41' 29", a radius of 255.00', and from which point the center of the circle of said curve bears S 13° 02' 36" W;

ENCE along said curve to the right, along said south line, in a southeasterly direction, an arc distance of 194.45' to a 3/4" iron rod found for the end of curve;

ENCE S 33° 15' 55" E - 54.38', continuing along said south line, to a 3/4" iron rod found for the Point of Curvature of a curve to the left, having a central angle of 33° 34' 35", and a radius of 340.00';

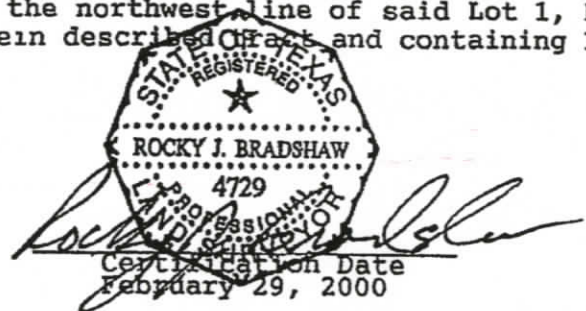
ENCE along said curve to the left, continuing along said south line, in a southeasterly direction, an arc distance of 199.25' to a 3/4" iron rod found for the end of curve;

ENCE S 66° 50' 30" E - 139.00', continuing along said south line and the south line of Bonnebridge Way Boulevard (100' Wide), to a 3/4" iron rod found for the Point of Curvature of a curve to the right, having a central angle of 20° 04' 30", and a radius of 250.00';

ENCE along said curve to the right, continuing along the south line of said Bonnebridge Way Boulevard, in a southeasterly direction, an arc distance of 87.59' to a 3/4" iron rod found for the end of curve;

ENCE S 46° 46' 00" E - 233.19', continuing along the south line of said Bonnebridge Way, to a 3/4" iron rod found for the north corner of the aforesaid Lot 1, Block 5, of Royal Oaks Country Club, common to the most easterly corner of the herein described tract;

ENCE S 43° 14' 00" W - 130.00' along the northwest line of said Lot 1, Block 5, to the POINT OF BEGINNING of the herein described tract and containing 10.72 acres of land.



ROYAL OAKS COUNTRY CLUB, GOLF MAINTENANCE FACILITY

530-99-2093

METES AND BOUNDS DESCRIPTION
 OF 1.479 ACRES OF LAND
 OUT OF THE HENRY WOODRUFF SURVEY, A-844
 HARRIS COUNTY, TEXAS

All that certain 1.479 acres of land, out of the 449.99 acre tract described as Tract II in the deed from L. Leon James, et al, to Royal Oaks Limited Partnership, recorded under File No. T399016, in the Official Public Records of Real Property of Harris County, Texas, out of the Henry Woodruff Survey, A-844, Harris County, Texas, and being more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone)

BEGINNING at a 3/4" iron rod set for northeast corner of the herein described tract, common the northwest corner of the 42,86655 acre tract described in the Development Agreement as Tract B Metro, recorded under File Nos. K430144 and K430145, in the Official Public Records of Real Property of Harris County, Texas, in the south right-of-way line of Westpark Drive (100' R.O.W.), from which a 5/8" iron rod found for the southeast corner of the aforesaid 449.99 acre tract bears S 02° 30' 59" E - 1357.18', and a 1/2" iron rod found for the north corner of the southwest right-of-way cutback line at the intersection of said Westpark Drive and Wilcrest Drive (100' R.O.W) bears N 87° 29' 01" E - 2042.92';

THENCE S 02° 30' 59" E - 280.00', along the west line of said 42.86655 acre tract, to a 3/4" iron rod set for the southeast corner of the herein described tract;

THENCE S 87° 29' 01" W - 130.00' to a 3/4" iron rod set for the most southerly southwest corner of the herein described tract;

THENCE N 02° 30' 59" W - 14.89' to a 3/4" iron rod set for the Point of Curvature of a curve to the left, having a central angle of 89° 52' 14", and a radius of 125.00';

THENCE along said curve to the left, in a northwesterly direction, an arc distance of 196.07' to a 3/4" iron rod set for the end of curve;

THENCE S 87° 36' 47" W - 50.23' to a 3/4" iron rod set for the Point of Curvature of a curve to the right, having a central angle of 00° 01' 47", and a radius of 2190.00';

THENCE along said curve to the right, in a westerly direction, an arc distance of 1.13' to a 3/4" iron rod set for the most westerly southwest corner of the herein described tract;

THENCE N 02° 30' 59" W - 140.00' to a 3/4" iron rod set for the northwest corner of the herein described tract, common to a point on a curve to the left, having a central angle of 00° 10' 12", a radius of 2050.00', and from which point the center of the circle of said curve bears N 02° 20' 47" W;

THENCE along said curve to the left, in an easterly direction, an arc distance of 6.08' to a 3/4" iron rod set for the end of curve;

THENCE N 87° 29' 01" E - 300.00' to the **POINT OF BEGINNING** of the herein described tract and containing 1.479 acres of land.

STATE OF TEXAS
 REGISTERED PROFESSIONAL SURVEYOR
 ROCKY J. BRADSHAW
 No. 4729
 Commission Expires
 February 29, 2000

EXHIBIT "D"**Rules of Arbitration**

1. Claimant shall submit a Claim to arbitration under these Rules of Arbitration by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought, and Claimant's desire to submit the Claim to arbitration ("Arbitration Notice")
2. Each Party shall select an arbitrator ("Party Appointed Arbitrator") The Party Appointed Arbitrators shall, by agreement, select one or two neutral arbitrators ("Neutral(s)") so that the total arbitration panel ("Panel") has an odd number of arbitrators. If any Party fails to appoint a Party Appointed Arbitrator within 20 days from the date of the Arbitration Notice, the remaining arbitrators shall conduct the proceedings, selecting a Neutral in place of any missing Party Appointed Arbitrator. The Neutral arbitrator(s) shall select a chairperson ("Chair").
3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice, Claimant may notify the Texas chapter of The Community Associations Institute, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator ("Arbitrator"), and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.
4. No individual may serve as a Neutral in any arbitration under these Rules of Arbitration in which that individual has any financial or personal interest in the result of the arbitration. Any individual designated as a Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral after receipt of that Neutral's Bias Disclosure, such Neutral shall be replaced in the same manner in which that Neutral was selected;
5. The Arbitrator or Chair, as the case may be ("Arbitrator"), shall fix the date, time and place for the hearing. The place of the hearing shall be within the Properties unless otherwise agreed by the Parties.
6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceeding.
7. All Persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings.
8. There shall be no stenographic record of the proceedings.

9 The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties

10 The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary The Arbitrator shall be authorized, but not required, to administer oaths to witnesses

11 The Arbitrator shall declare the hearings closed when satisfied the record is complete

12 There will be no posthearing briefs

13 The Award shall be rendered immediately following the close of the hearing, if possible, and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public If the Arbitrator believes an opinion is necessary, it shall be in summary form

14 If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote

15 Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing

ANY PROVISION WHICH RESTRICTS THE SALE, REUSE, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS } COUNTY OF HARRIS } I hereby certify that this instrument was FILED in File Number _____ on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAR 3 2000



Barbara A. Stegman
COUNTY CLERK
HARRIS COUNTY TEXAS

Hold
STEWART TITLE-HOUSTON
DATA CENTER
Return to: Lutz

HOUSTON 017646-00001 365417-5

Exhibit D - Page 1

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, GARBAGE OR PHOTO COPY DISCOLORED PAPER, ETC.


522-41-0725

Grantor excepts from this conveyance to Grantee all oil, gas and other minerals in and under the Property and which may be produced therefrom (such exception is called the "Mineral Estate Reservation"). Grantor waives all surface rights and other rights of ingress and egress in and to the Property, but Grantor reserves the right to (i) explore for and produce oil for and produce said oil, gas, and other minerals by means of directional drilling from surface locations outside the boundaries of the Property provided that any wells bottomed beneath the Property shall be bottomed at least 300 feet below the surface thereof, and (ii) pool or unitize said oil, gas, and other minerals with other lands located outside the boundaries of the Property

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for calendar year 1998 and subsequent years, there having been a proper proration of ad valorem taxes for the current calendar year between Grantor and Grantee.

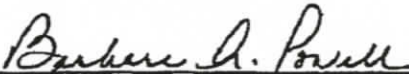
EXECUTED as of the 23rd day of November, 1998.

GRANTOR:



L. LEON JAMES
Independent Co-Administrator With Will Annexed
of the Estate of Helene B. Hewett, Deceased,
Probated Under Cause No. 272333, Probate Court
No. 4, Harris County Texas

(3)
JW



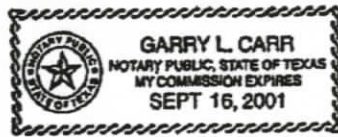
BARBARA A. POWELL
Independent Co-Administratrix
With Will Annexed of the Estate of Helene B.
Hewett, Deceased, Probated Under Cause No.
272333, Probate Court No. 4, Harris County. Texas

10W

522-41-0726

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on this the 21st day of November, 1998, by L. LEON JAMES, Independent Co-Administrator With Will Annexed of the Estate of Helene B. Hewett, Deceased, Probated Under Cause No. 272333, Probate Court No. 4, Harris County Texas.



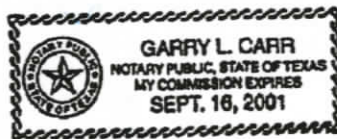
[Signature]
Notary Public in and for
the State of Texas

Printed Name of Notary Public _____

My Commission Expires _____

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on this the 21st day of November, 1998, by BARBARA A. POWELL, Independent Co-Administratrix With Will Annexed of the Estate of Helene B. Hewett, Deceased, Probated Under Cause No. 272333, Probate Court No. 4, Harris County. Texas.



[Signature]
Notary Public in and for
the State of Texas

Printed Name of Notary Public _____

My Commission Expires: _____

522-41-0727

GRANTEE'S ADDRESS FOR TAX NOTICES

Royal Oaks Limited Partnership
c/o Sunrise Colony Company
117 Aspen Airport Business Center
Aspen, Colorado 81611

WHEN RECORDED, RETURN TO

Stephen C. Jacobs
Liddell, Sapp, Zivley, Hill & LaBoon, L.L.P.
3200 Texas Commerce Tower
Houston, Texas 77002

LIST OF EXHIBITS

- A - Property Description
- B - Permitted Exceptions

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522-41-0728

EXHIBIT "A"

TRACT I:

All that certain 17.00 acres of land out of the H.K. Lewis Survey, A-42 and the Henry Woodruff Survey, A-844, Harris County, Texas and being more particularly described by metes and bounds on Exhibit "A-1" attached hereto and made a part hereof. D

TRACT II:

All that certain 449.99 acres of land out of the Henry Woodruff Survey, A-844, and the H.K. Lewis Survey, A-42, Harris County, Texas and being more particularly described by metes and bounds on Exhibit "A-2" attached hereto and made a part hereof.

TRACT III.

All that certain 7.36 acres of land out of the Henry Woodruff Survey, A-844, Harris County, Texas and being more particularly described by metes and bounds on Exhibit "A-3" attached hereto and made a part hereof.

TRACT IV

All that certain 17.77 acres of land out of the Henry Woodruff Survey, A-844, Harris County, Texas and being more particularly described by metes and bounds on Exhibit "A-4" attached hereto and made a part hereof.

522-41-0729

ANDRAU AIRPORT
17 00 ACRES
TRACT 1

EXHIBIT "A-1"

OCTOBER 13, 1998
JOB NO CAM20-T1
(W \SURVEY\MB\CAM20T1)

DESCRIPTION OF A 17 00 ACRE TRACT OF LAND
IN THE H K LEWIS SURVEY, A-42 AND
THE HENRY WOODRUFF SURVEY, A-844
CITY OF HOUSTON
HARRIS COUNTY, TEXAS

Being a 17.00 acre tract of land situated in the H K Lewis Survey, Abstract Number 42 and the Henry Woodruff Survey, Abstract Number 844, City of Houston, Harris County, Texas, being a part of a 732.942 acre tract described as "Tract A" in a deed recorded in Volume 2978, Page 339 of the Harris County Deed Records, said 17.00 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4-inch iron pipe found in the south right-of-way line of Westheimer Road (FM 1093) (120-foot width) as described in a deed recorded under Harris County Clerk's File Number Volume 2605, Page 649 Harris County Deed Records, at the intersection with the west line of Unrestricted Reserve "A", Block 1, Section Eighteen, Westchase Subdivision as shown on the plat recorded in Volume 291, Page 49 of the Harris County Map Records;

THENCE S 02° 30' 21" E, a distance of 2780.19 feet with said west line of Section Eighteen, Westchase Subdivision to a 5/8-inch iron rod found in the north right-of-way line of Richmond Avenue (100-foot width) as described in the "Corrected Final Judgment" recorded under Harris County Clerk's File Number L399014, for the beginning of a curve to the right;

THENCE in an northwesterly direction, a distance of 440.99 feet along the north right-of-way line of said Richmond Avenue, following the arc of said curve to the right having a radius of 1950.00 feet, a central angle of 12° 57' 27", and a chord which bears N 53° 14' 43" W, a distance of 440.06 feet to a 5/8-inch iron rod found for the point of tangency of said curve to the right;

THENCE N 46° 46' 00" W, 100.00 feet, continuing with the north right-of-way line of said Richmond Avenue, to a 5/8-inch iron rod with cap found for the point of curvature of a curve to the left;

THENCE in a northwesterly direction, a distance of 279.30 feet along the north right-of-way line of said Richmond Avenue, following the arc of said curve to the left having a radius of 2050.00 feet, a central angle of 07° 48' 22", and a chord which bears N 50° 40' 11" W, a distance of 279.08 to a 5/8-inch iron rod set for the POINT OF BEGINNING;

THENCE continuing in a northwesterly direction, a distance of 623.89 feet along the north right-of-way line of said Richmond Avenue, following the arc of said curve to the left having a radius of 2050.00 feet, a central angle of 17° 26' 14", and a chord which bears N 63° 17' 29" W, a distance of 621.49 feet to a 5/8-inch iron rod set for corner in said north right-of-way line;

THENCE N 26° 27' 00" E, a distance of 189.27 feet to a 5/8-inch iron rod set for an angle point;

THENCE N 04° 32' 46" W, a distance of 325.01 feet to a 5/8-inch iron rod set for an angle point;

THENCE N 19° 07' 39" W, a distance of 266.50 feet to a 5/8-inch iron rod set for an angle point;

THENCE N 09° 11' 57" W, a distance of 148.49 feet to a 5/8-inch iron rod set for an angle point;

THENCE N 02° 16' 52" W, a distance of 147.99 feet to a 5/8-inch iron rod set for an angle point;

THENCE N 06° 39' 11" E, a distance of 268.01 feet to a 5/8-inch iron rod set for the point of a non-tangent curve to the right;

ANDRAU AIRPORT
17 00 ACRES
OCTOBER 13 1998
PAGE 2

522-41-0730

THENCE in a easterly direction, a distance of 534.31 feet following the arc of said curve to the right having a radius of 620.00 feet, a central angle of $49^{\circ} 22' 38''$, and a chord which bears $S 71^{\circ} 35' 29''$ E, a distance of 517.93 feet to a 5/8-inch iron rod set for corner;

THENCE $S 18^{\circ} 25' 25''$ W, a distance of 100.08 feet to a 5/8-inch iron rod set for an angle point;

THENCE $S 06^{\circ} 15' 57''$ W, a distance of 106.39 feet to a 5/8-inch iron rod set for an angle point;

THENCE $S 07^{\circ} 18' 43''$ E, a distance of 106.39 feet to a 5/8-inch iron rod set for an angle point;

THENCE $S 19^{\circ} 43' 37''$ E, a distance of 115.17 feet to a 5/8-inch iron rod set for an angle point;

THENCE $S 21^{\circ} 41' 11''$ E, a distance of 421.61 feet to a 5/8-inch iron rod set for an angle point;

THENCE $S 55^{\circ} 21' 15''$ E, a distance of 28.70 feet to a 5/8-inch iron rod set for an angle point;

THENCE $S 01^{\circ} 57' 18''$ W, a distance of 280.90 feet to a 5/8-inch iron rod set for an angle point;

THENCE $S 15^{\circ} 26' 22''$ W, a distance of 330.11 feet to the POINT OF BEGINNING containing 17.00 acres of land;

Bearing orientation is based on the south line of Westchase Section Seventeen recorded in Volume 294, Page 3 of the Harris County Map Records.

Revised: 11-16-98

EXHIBIT "A-2"

522-41-0731

ANDRAU AIRPORT
449.99 ACRES
TRACT 2

OCTOBER 13, 1998
JOB NO. CAM20-T1
(W.SURVEY\UMB\CAM20T2)

DESCRIPTION OF A 449.99 ACRE TRACT OF LAND
IN THE H. K. LEWIS SURVEY, A-42 AND
THE HENRY WOODRUFF SURVEY, A-844
CITY OF HOUSTON
HARRIS COUNTY, TEXAS

Being a 449.99 acre tract of land situated in the H.K. Lewis Survey, Abstract Number 42 and the Henry Woodruff Survey, Abstract Number 844, City of Houston, Harris County, Texas, being a part of a 732.942 acre tract described as "Tract A" in a deed recorded in Volume 2978, Page 339 of the Harris County Deed Records, said 449.99 acre tract being more particularly described by metes and bounds as follows.

BEGINNING at a 5/8-inch iron rod with cap found in the south right-of-way line of Richmond Avenue (100-foot width) as described in the "Corrected Final Judgment" recorded under Harris County Clerk's File Number L399014, and the northwest corner of Unrestricted Reserve "A", Block 1, Section Seventeen, Westchase Subdivision as shown on plat record in Volume 294, Page 3 of the Harris County Map Records, also being the northwest corner of that certain 10.2817 acre tract of land described and recorded under Harris County Clerk's File No. S463514;

THENCE S 02° 30' 21" E, a distance of 842.14 feet, along west line of said Section Seventeen, Westchase Subdivision to a 5/8-inch iron rod with cap found for the southwest corner of said Unrestricted Reserve "A", Block 1;

THENCE N 87° 19' 19" E, with the south line of said Section Seventeen, Westchase Subdivision a distance of 2720.08 feet to a 5/8-inch iron rod found in the west line of a 150-foot Houston Lighting & Power Company Fee Strip described in a deed recorded in Volume 1196, Page 721 for the southeast corner of Unrestricted Reserve "B", Block 2, said Section Seventeen, Westchase Subdivision;

THENCE S 02° 28' 57" E, a distance of 2060.71 feet, along the west line of a 150-foot Houston Lighting & Power Company Fee Strip, and a 150-foot Houston Lighting and Power Company Fee Strip and Volume 1229, Page 312 and 313 of the Harris County Deed Records to a 5/8-inch iron rod with cap found in the north right-of-way line of Westpark Drive as dedicated on the plat of (100-foot width) Westpark Drive at Boone Road Street Dedication recorded in Volume 338, Page 123 of the Harris County Map Records,

THENCE S 87° 29' 01" W, a distance of 1530.47 feet, with the north right-of-way line of said Westpark Drive to a 5/8-inch iron rod with cap found for the northwest corner of said Westpark Drive,

THENCE S 02° 30' 59" E, a distance of 1457.18 feet, crossing said Westpark Drive and along the west line of a 42.87 acre tract described in a deed as Parcel "B" recorded under Harris County Clerk's File Number K430144, to a 5/8-inch iron rod set in the north line of a 100-foot wide Southern Pacific Railroad tract described in a deed recorded in Volume 957, Page 193 of the Harris County Deed Records from which a found 5/8-inch iron rod bears N 35° 09' 18" W, a distance of 0.53 feet;

THENCE S 82° 57' 29" W, a distance of 2916.58 feet, along the north right-of-way line of said Southern Pacific Railroad, to a 5/8-inch iron rod with cap found for the corner of a 1.895 acre tract recorded under Harris County Clerk's File No. E612965 and from which a found 1/2-inch iron pipe bears N 77° 37' 02" E, 1.62 feet,

THENCE along the east line of Brays Bayou (Harris County Flood Control District ditch number D-100-00-00) the following twenty-one (21) courses along the westerly line of herein described tract and the easterly lines of said 1.895 acre tract, also a 3.841 acre tract recorded under Harris County Clerk's File No. B818904, a 1.48 acre tract recorded under Harris County Clerk's File No. B843544, a 2.581 acre tract recorded under B867315, a 1.540 acre tract recorded under the Harris County Clerk's File No. B920780, and a 2.954 acre tract recorded under Harris County Clerk's File No. E612965;

522-41-0732

ANDRAU AIRPORT
449.99 ACRES
OCTOBER 13, 1998
PAGE 2

N 19° 01' 32" W, a distance of 52.97 feet to a 5/8-inch iron rod with cap found for an angle point from which a found 1/2-inch iron pipe bears N 83° 05' 37" E, 0.92 feet,

N 30° 32' 45" W, a distance of 135.68 feet to a 5/8-inch iron rod with cap found for an angle point from which a found 1/2-inch iron pipe bears N 75° 37' 01" E, 0.51 feet,

N 42° 03' 30" W, a distance of 135.68 feet to a 5/8-inch iron rod with cap found for an angle point,

N 53° 34' 15" W, a distance of 135.68 feet to a 5/8-inch iron rod with cap found for an angle point,

N 65° 05' 00" W, a distance of 55.40 feet to a 5/8-inch iron rod with cap found for an angle point from which a found 5/8-inch iron rod bears N 76° 07' 51" W, 5.19 feet;

N 14° 47' 14" W, a distance of 62.02 feet to a 5/8-inch iron rod with cap found for an angle point;

N 29° 44' 00" W, a distance of 185.84 feet to a 5/8-inch iron rod with cap found for an angle point,

N 01° 36' 30" W, a distance of 49.50 feet to a 5/8-inch iron rod with cap found for an angle point,

N 15° 17' 55" E, a distance of 84.04 feet to a 5/8-inch iron rod with cap found for an angle point in the line common to said 3.841 acre tract and said 1.498 acre tract;

N 15° 18' 00" E, a distance of 125.19 feet to a 5/8-inch iron rod with cap found for an angle point;

N 00° 13' 30" E, a distance of 34.92 feet to a 5/8-inch iron rod with cap found for an angle point in the line common to said 1.498 acre tract and said 1.631 acre tract;

N 00° 13' 06" E, a distance of 130.70 feet to a 5/8-inch iron rod with cap found for an angle point;

N 29° 12' 00" W, a distance of 26.24 feet to a 5/8-inch iron rod with cap found for an angle point in the line common to said 1.631 acre tract and said 2.581 acre tract;

N 29° 10' 38" W, a distance of 42.88 feet to a 5/8-inch iron rod with cap found for an angle point;

N 49° 09' 30" W, a distance of 113.24 feet to a 5/8-inch iron rod with cap found for an angle point;

N 32° 53' 30" W, a distance of 146.05 feet to a 5/8-inch iron rod with cap found for an angle point;

N 38° 55' 42" W, a distance of 81.82 feet to a 5/8-inch iron rod with cap found for an angle point in the line common to said 2.581 acre tract and said 1.540 acre tract,

N 39° 03' 30" W, a distance of 28.40 feet to a 5/8-inch iron rod with cap found for an angle point,

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OCTOBER 13, 1998
PAGE 3

522-41-0733

N 25° 16' 07" W, a distance of 217.09 feet to a 1/2-inch iron pipe found for an angle point;
N 09° 23' 00" W, a distance of 573.43 feet to a 5/8-inch iron rod set for an angle point from
which a found 1/2-inch iron pipe bears S 76° 41' 07" W, 0.38 feet,
N 30° 11' 15" W, a distance of 247.07 feet to a 1/2-inch iron pipe found for a corner in the
easterly line of said 2.954 acre tract;

THENCE N 88° 18' 41" E, a distance of 157.30 feet to a 5/8-inch iron rod set for an interior ell
corner;

THENCE N 21° 13' 58" W, a distance of 125.72 feet to a 5/8-inch iron rod set for the point of
curvature of a curve to the right;

THENCE in a northerly direction, a distance of 635.21 feet following the arc of said curve to the right
having a radius of 1950.00 feet, a central angle of 18° 39' 51", a chord which bears N 11° 54' 03" W,
a distance of 632.41 feet to a 5/8-inch iron rod set for the point of tangency of said curve to the right;

THENCE N 02° 34' 07" W, a distance of 200.00 feet to a 5/8-inch iron rod set for the point of
curvature of a curve to the right;

THENCE in a north easterly direction, a distance of 440.84 feet following the arc of said curve to the
right having a radius of 1950.00 feet, a central angle of 12° 57' 11", a chord which bears
N 03° 54' 29" E, a distance of 439.91 feet to a 5/8-inch iron rod set for the point of tangency of said
curve to the right;

THENCE N 10° 23' 05" E, a distance of 1100.11 feet to a 5/8-inch iron rod set for the point of
curvature of a curve to the left;

THENCE in a northerly direction, a distance of 698.99 feet following the arc of said curve to the left
having a radius of 2050.00 feet, a central angle of 19° 32' 10", a chord which bears N 00° 36' 59" E,
a distance of 695.61 feet to a 5/8-inch iron rod set for the point of tangency of said curve to the right;

THENCE N 09° 09' 06" W, a distance of 22.95 feet to a 5/8-inch iron rod set in the south right-of-
way line of said Richmond Avenue for the point of a non-tangent curve to the right;

THENCE in a easterly direction along said south right-of-way line, a distance of 1921.04 feet
following the arc of said curve to the right having a radius of 1950.00 feet, a central angle of 56° 26'
41", a chord which bears S 74° 59' 21" E, a distance of 1844.29 feet to a 5/8-inch iron rod with cap
found for the point of tangency of said curve to the right;

THENCE S 46° 46' 00" E, a distance of 100.00 feet along said south right-of-way to a 5/8-inch iron
rod found for the point of curvature of a curve to the left;

522-41-0734

ANDRAU AIRPORT
449.99 ACRES
OCTOBER 13, 1998
PAGE 4

THENCE in a easterly direction along said south right-of-way line, a distance of 527.39 feet following the arc of said curve to the left having a radius of 2050.00 feet, a central angle of $14^{\circ} 44' 24''$, a chord which bears $S 54^{\circ} 08' 12'' E$, a distance of 525.93 feet to the POINT OF BEGINNING and containing 449.99 acres of land

Bearing orientation is based on the south line of Westchase Section Seventeen recorded in Volume 294, Page 3 of the Harris County Map Records.

Revised: 11-16-98

EXHIBIT "A-3"

522-41-0735

ANDRAU AIRPORT
7.36 ACRES
TRACT 3

OCTOBER 13, 1998
JOB NO CAM20-T1
(W:\SURVEY\MB\CAM20T3)

DESCRIPTION OF A 7.36 ACRE TRACT OF LAND
THE HENRY WOODRUFF SURVEY, A-844
CITY OF HOUSTON
HARRIS COUNTY, TEXAS

Being a 7.36 acre tract of land situated in the Henry Woodruff Survey, Abstract Number 844, City of Houston, Harris County, Texas, being a part of a 732.942 acre tract described as "Tract A" in a deed recorded in Volume 2978, Page 339 of the Harris County Deed Records, said 7.36 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with cap found at the intersection of the southerly right-of-way line of Westpark Drive (100-foot width) as recorded under Harris County Clerk's File Number K430144 and in the easterly line of a variable width Houston Lighting & Power Company Fee Strip described in a deed recorded in Volume 1229, Page 312 of the Harris County Deed Records;

THENCE N 87° 29' 01" E, a distance of 362.49 feet, with said southerly right-of-way line of Westpark Drive, to a 1/2-inch iron rod found for the north cut-back corner of a transition cut-back from the southerly right-of-way line of said Westpark Drive to the westerly right-of-way line of Wilcrest Drive (100-foot width) called "Tract 2" in a deed recorded in under Harris County Clerk's File Number S991893 for corner;

THENCE S 47° 45' 36" E, a distance of 21.21 feet, with said 15-foot cut-back line to a concrete monument with a 3/8-inch iron rod protruding from top found for the south cut-back corner of the intersection of the southerly right-of-way line of said Westpark Drive with the westerly right-of-way line of said Wilcrest Drive, from which a found 1/2-inch iron rod bears N 43° 01' 58" W, 0.33 feet;

THENCE S 02° 35' 19" E, a distance of 818.15 feet, with the said west right-of-way line of Wilcrest Drive to a 5/8-inch iron rod set for the southeast corner of herein described tract also being the northeast corner of that said variable width Houston Lighting & Power Company Fee Strip, from which a 1/2-inch iron rod bears S 07° 20' 42" W, 0.88 feet;

THENCE S 82° 57' 29" W, a distance of 380.28 feet, with the north line of said variable width Houston Lighting & Power Company Fee Strip to a 5/8-inch iron rod found for a corner;

THENCE N 02° 28' 57" W, a distance of 863.09 feet, along the easterly line of said variable width Houston Lighting & Power Company Fee Strip to the POINT OF BEGINNING and containing 7.36 acres of land.

Bearing orientation is based on the south line of Westchase Section Seventeen recorded in Volume 294, Page 3 of the Harris County Map Records.

Revised: 11-16-98

FILED
98 OCT 23 PM 2:34
HARRIS COUNTY CLERK
J. J. [Signature]

522-41-0736

EXHIBIT "A-4"

ANDRAU AIRPORT
17 77 ACRES
TRACT 4

OCTOBER 13, 1998
JOB NO CAM20-T1
(W:\SURVEY\MB\CAM20T4)

DESCRIPTION OF A 17 77 ACRE TRACT OF LAND
THE HENRY WOODRUFF SURVEY, A-844
CITY OF HOUSTON
HARRIS COUNTY, TEXAS

Being a 17 77 acre tract of land situated in the Henry Woodruff Survey, Abstract Number 844, City of Houston, Harris County, Texas, being a part of a 732 942 acre tract described as "Tract A" in a deed recorded in Volume 2978, Page 339 of the Harris County Deed Records, said 17 77 acre tract being more particularly described by metes and bounds as follows

BEGINNING at a 5/8-inch iron rod found at the intersection of the south line of a 4 057 acre tract of land recorded under the Harris County Clerk's File Number S119356 with the easterly line of a 150-foot wide Houston Lighting & Power Company Fee Strip described in a deed recorded in Volume 1196, Page 721 of the Harris County Deed Records,

THENCE N 87° 19' 19" E, a distance of 373 55 feet, with the south line of said 4.057 acre tract, to a 5/8-inch iron rod found in the west right-of-way line of Wilcrest Drive (100-foot width) called "Tract 1" in a deed recorded under the Harris County Clerk's File Number S991893,

THENCE S 02° 35' 19" E, a distance of 2047 12 feet, with the west right-of-way line of said Wilcrest Drive, to a 5/8-inch iron rod set for the most north corner of a transition cut-back from the westerly right-of-way line of said Wilcrest Drive to the northerly right-of-way line of Westpark Drive (100-foot width) as recorded under the Harris County Clerk's File Number K430144,

THENCE S 42° 12' 08" W, a distance of 21 20 feet, with said 15-foot cut-back line, to a 5/8-inch iron rod set for the most southerly cut-back corner,

THENCE S 87° 29' 01" W, a distance of 362.43 feet, with the north right-of-way line of said Westpark Drive to a 5/8-inch iron rod with cap found for corner in the east line of a variable width Houston Lighting & Power Company Fee Strip as described in a deed recorded in Volume 1229, Page 312 of the Harris County Deed Records;

THENCE N 02° 28' 57" W, a distance of 2061 13 feet, with the east line of said variable width Houston Lighting & Power Company Fee Strip and the east line of a 150-foot wide Houston Lighting & Power Company Fee Strip described in a deed recorded in Volume 1224, Page 313 of the Harris County Deed Records to the POINT OF BEGINNING and containing 17.77 acres of land.

Bearing orientation is based on the south line of Westchase Section Seventeen recorded in Volume 294, Page 3 of the Harris County Map Records

Revised: 11-16-98



Larry E. Grayson 11-19-98
Larry E. Grayson RPLS No 5071
Brown & Gay Engineers, Inc.
11490 Westheimer Road, Suite 700
Houston, Texas 77077
Telephone: (281) 558-8700

EXHIBIT "B"

- 1 Rights of parties in possession
2. A pipe line easement and right of way 5 feet wide and 1,570 feet in length, traversing in an easterly direction across "Lots 45 and 46", as granted to Houston Natural Gas Corporation by instrument recorded in Volume 3662, Page 165 of the Deed Records of Harris County, Texas, and being more particularly located by reference calls therein (As to Tract II)
- 3 A permanent easement 5 feet wide, for the purposes of constructing, operating, maintaining, inspecting, replacing and removing underground Telecommunications Systems and Lines, as granted to Southwestern Bell Telephone Company by instrument filed under County Clerk's File No F614989 of the Official Public Records of Real Property of Harris County, Texas, and by "Correction Easement", filed under County Clerk's File No F693606 of the Official Public Records of Real Property of Harris County, Texas; said easement being more particularly described by metes and bounds therein (As to Tract II)
- 4 A right of way easement for distribution systems granted to United Gas Corporation by instrument filed for record in Volume 2354, Page 165 of the Deed Records of Harris County, Texas (As to Tract II)
5. A 3/32nds non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 2210, Page 557 of the Deed Records of Harris County, Texas (As to Tract I)
6. A 1/4th of 1/8th non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 1400, Page 11 of the Deed Records of Harris County, Texas (As to Tract I)
7. A 1/32nd non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 2257, Page 424 of the Deed Records of Harris County, Texas (As to Tracts II and I)
8. A 1/32nd non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 1660, Page 114 of the Deed Records of Harris County, Texas (As to Tract II)

Exhibit B Page 2

9. A 1/4th of 1/8th non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 1412, Page 633 of the Deed Records of Harris County, Texas. (As to Tract II)
10. A 1/16th non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 2481, Page 71 of the Deed Records of Harris County, Texas. (As to Tracts II and IV).
11. A 1/32nd non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 1629, Page 546 of the Deed Records of Harris County, Texas (As to Tracts I and II)
12. Unrecorded Houston Lighting & Power Company easements, all of which affect Tract II, all of which are described as a ten (10) foot wide easement with aerial easement and each of which is described by a date and sketch number as follows
 - a. September 18, 1951, Sketch No. A-W-8669-R;
 - b. July 25, 1972, Sketch No. 78-738,
 - c. August 11, 1959, Sketch No. A-L-6964-R
13. Access to and from Breezewood Drive is restricted by a 1 foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right of way purposes and the fee title thereto shall revert to and revert in the dedicator, his heirs, assigns or successors, as reflected on plat recorded in Volume 294, Page 3 of the Map Records of Harris County, Texas (As to Tract II)
14. Access to and from Westpark Drive is restricted by a 1 foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right of way purposes and the fee title thereto shall revert to and revert in the dedicator, his heirs, assigns or successors, as reflected on plat recorded in Volume 338, Page 123 of the Map Records of Harris County, Texas (As to Tracts II, III, and IV)

522-41-0739

ANY INSTRUMENT WHICH DOES NOT COMPLY WITH THE RULES, AS ONE OF THE REQUISITES FOR
RECORDING OF SUCH INSTRUMENT IS VOID AND UNENFORCEABLE UNDER PUBLIC LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in the Public
Records of the State and of the County of Harris, Texas, and was
not RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

NOV 23 1998



George A. Ferguson
COUNTY CLERK
HARRIS COUNTY TEXAS

Title Data, Inc ST

10 253 14 84 HA T399016 010 LLL

Declaration of Covenants, Conditions, and Restrictions (Deed Restrictions)

- *First Supplemental Declaration*
- *Second Supplemental Declaration*
- *Third Supplemental Declaration*
- *Fourth Supplemental Declaration*
- *Fifth Supplemental Declaration*
- *Sixth Supplemental Declaration*
- *Seventh Supplemental Declaration*
- *Eighth Supplemental Declaration*
- *Ninth Supplemental Declarations*
- *Section 9 Annexation Agreement (Hearthstone)*
- *Section 9 Annexation Agreement (Royal Oaks Villas)*



0613505

534-56-2936

FIRST SUPPLEMENTAL DECLARATION

47/LUTZ

Amend

This First Supplemental Declaration (" *First Supplemental Declaration*") is executed as of the 7th day of September, 2000 by ROYAL OAKS LAND LIMITED PARTNERSHIP, a Delaware limited partnership ("*Declarant*").

RECITALS

Reference is here made to that certain Declaration of Covenants, Conditions and Restrictions for Royal Oaks Residential Community (herein called the "*Existing Declaration*") dated March 2, 2000 executed by Declarant and filed for record under Harris County Clerk's File No.U-257546 of the Real Property Records of Harris County, Texas. The Existing Declaration provides that certain property described therein may be subjected to the terms of the Declaration and that the Declarant has the right to do so. Declarant desires to subject the real property described on *Exhibit A* attached hereto (the "*Additional Properties*") to the Declaration.

ANNEXATION

1. Annexation. In accordance with Article IX of the Existing Declaration, Declarant hereby subjects the Additional Properties to the Existing Declaration such that the Additional Properties shall be and do hereby constitute part of the "Properties" thereunder.

2. Miscellaneous. Except as expressly supplemented hereby, the Existing Declaration shall remain in full force and effect. This instrument may be executed in one or more counterparts, each such counterpart being an original hereof and all such counterparts when taken together shall constitute but one and the same instrument.

13
v

This instrument is executed as of the date first set forth above

ROYAL OAKS LAND LIMITED PARTNERSHIP

(3)

JR

By: Royal Oaks Genpar LLC, General Partner

By: *[Signature]*
Name: JERREYA SLAVIN
Title: AUTHORIZED REPRESENTATIVE
By: *[Signature]*
Name: DAVID A SWIPMAN
Title: AUTHORIZED REPRESENTATIVE

FILED

2000 SEP -8 PM 2:18

[Handwritten notes]

534-56-2937

The undersigned, Bank United, hereby executes this instrument for the purposes of, and does hereby, subordinate all liens and security interests in and to the Properties held by said Bank United to the covenants, conditions, restrictions, easements, liens and other terms and provisions of this instrument and declare the same to be superior to any and all liens and security interests in and to the Properties held by Bank United.

BANK UNITED, a federal savings bank *llr*
By: *Brandi Hermis*
Name: BRANDI L. HERMIS
Title: ASSISTANT VICE PRESIDENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of September, 2000 by Jeff Slavin and Doug Simpson each authorized representatives of Royal Oaks Genpar LLC, in its capacity as general partner of Royal Oaks Land Limited Partnership, a Delaware limited partnership, on behalf of said company and said partnership.



Yvonne Majeski
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 6th day of September, 2000 by BRANDI L. HERMIS of Bank United, a federal saving bank, on behalf of said bank. ASSISTANT VICE PRESIDENT



Guinevere A. Martinez
Notary Public in and for the State of Texas

RETURN TO:
GRACE LUTZ
STEWART TITLE COMPANY
1980 POST OAK BLVD., #120
HOUSTON, TEXAS 77056

534-56-2938

EXHIBIT A

ROYAL OAKS COUNTRY CLUB, SECTION TWO, an addition in Harris County, Texas, according to the map or plat thereof filed for record under Film Code No. 439069 of the Map Records of Harris County, Texas.

(3) w

ROYAL OAKS COUNTRY CLUB, SECTION THREE, an addition in Harris County, Texas, according to the map or plat thereof filed for record under Film Code No. 439073 of the Map Records of Harris County, Texas.

w

ROYAL OAKS COUNTRY CLUB, SECTION FOUR, an addition in Harris County, Texas, according to the map or plat thereof filed for record under Film Code No. 452070 of the Map Records of Harris County, Texas.

w

NO PERSON SHALL BE DENIED THE SALE HEREIN, OR ANY OF THE HEREIN, OR ANY
PROPERTY BECAUSE OF COLOR OR RACE OR SEX OR ANCESTRY OR NATIONAL OR ETHNIC ORIGIN.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in Film Code No. 452070 on the 8th day of the 9th
month of 2000 in Harris County, Texas and was duly RECORDED in the Official Public Records of Harris County,
Texas on

SEP - 8 2000



Donny L. Hoffman
COUNTY CLERK
HARRIS COUNTY, TEXAS



This document is being recorded as a
COURTESY ONLY by Stewart Title Company,
without liability, expressed or implied.

04/19/01 101549539 U997123 \$13.00

Ret 997123

SECOND SUPPLEMENTAL DECLARATION

3

This Second Supplemental Declaration ("*Second Supplemental Declaration*") is executed as of the 18th day of April, 2001 by ROYAL OAKS LAND LIMITED PARTNERSHIP, a Delaware limited partnership ("*Declarant*").

RECITALS

Reference is here made to that certain Declaration of Covenants, Conditions and Restrictions for Royal Oaks Residential Community (the same, as heretofore amended, is herein called the "*Existing Declaration*") dated March 2, 2000 executed by Declarant and filed for record under Harris County Clerk's File No.U-257546 of the Real Property Records of Harris County, Texas. The Existing Declaration provides that certain property described therein may be subjected to the terms of the Declaration and that the Declarant has the right to do so. Declarant desires to subject the real property described on *Exhibit A* attached hereto (the "*Additional Properties*") to the Declaration.

ANNEXATION

1. Annexation. In accordance with Article IX of the Existing Declaration, Declarant hereby subjects the Additional Properties to the Existing Declaration such that the Additional Properties shall be and do hereby constitute part of the "Properties" thereunder.
2. Miscellaneous. Except as expressly supplemented hereby, the Existing Declaration shall remain in full force and effect. This instrument may be executed in one or more counterparts, each such counterpart being an original hereof and all such counterparts when taken together shall constitute but one and the same instrument.

This instrument is executed as of the date first set forth above

ROYAL OAKS LAND LIMITED PARTNERSHIP

By: Royal Oaks Genpar LLC, General Partner

Jon

By: *[Signature]*
Name: REFEY A. SLAVIN
Title: AUTHORIZED REPRESENTATIVE

By: *[Signature]*
Name: KATHLEEN BEST
Title: Authorized Representative

RETURN TO:
GRACE LUTZ
STEWART TITLE COMPANY
1980 POST OAK BLVD., #120
HOUSTON, TEXAS 77056

539-18-1702

WASHINGTON MUTUAL, FA, a federal association. Successor by merger to Bank United
The undersigned, ~~Bank United~~, hereby executes this instrument for the purposes of, and does hereby, subordinate all liens and security interests in and to the Properties held by said ~~Bank United~~ to the covenants, conditions, restrictions, easements, liens and other terms and provisions of this instrument and declare the same to be superior to any and all liens and security interests in and to the Properties held by ~~Bank United~~.

WASHINGTON MUTUAL

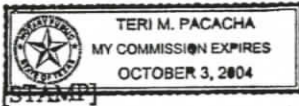
WASHINGTON MUTUAL BANK
BANK UNITED, a federal savings bank ASSOCIATION

By: *Brandi L. Hermis*
Name: BRANDI L. HERMIS
Title: VICE PRESIDENT

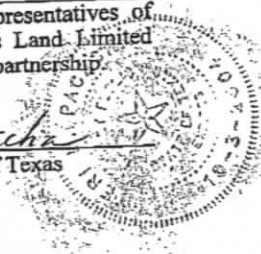
THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on the 18th day of April, 2001 by *Jeffrey Slavin*, and *Kathy Best*, each authorized representatives of Royal Oaks Genpar LLC, in its capacity as general partner of Royal Oaks Land Limited Partnership, a Delaware limited partnership, on behalf of said company and said partnership.



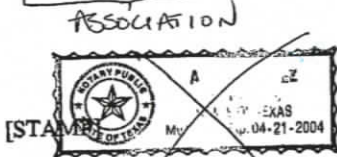
Teri M. Pacacha
Notary Public in and for the State of Texas



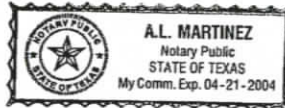
THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on the 19 day of April, 2001 by BRANDI L. HERMIS of Bank United, a federal savings bank, on behalf of said bank.



Alicia Martinez
Notary Public in and for the State of Texas



53-18-1703

EXHIBIT A

ROYAL OAKS COUNTRY CLUB, SECTION SIX, an addition in Harris County, Texas, according to the map or plat thereof filed for record under Film Code No. 449126 of the Map Records of Harris County, Texas.

lee

539-18-1704

FILED
2001 APR 19 PM 4:14
Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDERS MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time
stamped herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris
County, Texas on

APR 19 2001



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

HOUSTON:017646#00001:629788v1



This document is being recorded as **V184018**
COURTESY ONLY by Stewart Title Company,
without liability, expressed or implied.

THIRD SUPPLEMENTAL DECLARATION

07/19/01 101616203 V184018 \$13.00

This Third Supplemental Declaration ("*Third Supplemental Declaration*") is executed as of the 17 day of July, 2001 by ROYAL OAKS LAND LIMITED PARTNERSHIP, a Delaware limited partnership ("*Declarant*").

RECITALS

Reference is here made to that certain Declaration of Covenants, Conditions and Restrictions for Royal Oaks Residential Community (the same, as heretofore amended, is herein called the "*Existing Declaration*") dated March 2, 2000 executed by Declarant and filed for record under Harris County Clerk's File No.U-257546 of the Real Property Records of Harris County, Texas. The Existing Declaration provides that certain property described therein may be subjected to the terms of the Declaration and that the Declarant has the right to do so. Declarant desires to subject the real property described on *Exhibit A* attached hereto (the "*Additional Properties*") to the Declaration.

ANNEXATION

1. Annexation. In accordance with Article IX of the Existing Declaration, Declarant hereby subjects the Additional Properties to the Existing Declaration such that the Additional Properties shall be and do hereby constitute part of the "Properties" thereunder.

2. Miscellaneous. Except as expressly supplemented hereby, the Existing Declaration shall remain in full force and effect. This instrument may be executed in one or more counterparts, each such counterpart being an original hereof and all such counterparts when taken together shall constitute but one and the same instrument.

This instrument is executed as of the date first set forth above

ROYAL OAKS LAND LIMITED PARTNERSHIP

By: Royal Oaks Genpar LLC, General Partner

By: [Signature]
Name: SEYMOUR A. DEAN
Title: AUTHORIZED REPRESENTATIVE

By: _____
Name: _____
Title: _____

RETURN TO:
GRACE LUTZ
STEWART TITLE COMPANY
1980 POST OAK BLVD., #120
HOUSTON, TEXAS 77056

542-16-2874

Declarant
B
C

(3)
20



The undersigned, Washington Mutual, FA (successor by merger to Bank United), hereby executes this instrument for the purposes of, and does hereby, subordinate all liens and security interests in and to the Properties held by said Washington Mutual, FA, to the covenants, conditions, restrictions, easements, liens and other terms and provisions of this instrument and declare the same to be superior to any and all liens and security interests in and to the Properties held by Washington Mutual, FA.

WASHINGTON MUTUAL, FA

10

By: Brandi Hermis
Name: _____
Title: BRANDI L. HERMIS
VICE-PRESIDENT

THE STATE OF TEXAS

§
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COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day of July, 2001 by Jeremy A. Sullivan, and NOT APPL., each authorized representatives of Royal Oaks Genpar LLC, in its capacity as general partner of Royal Oaks Land Limited Partnership, a Delaware limited partnership, on behalf of said company and said partnership.



[STAMP]

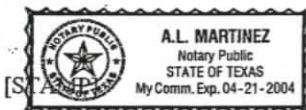
[Signature]
Notary Public in and for the State of Texas

THE STATE OF TEXAS

§
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COUNTY OF HARRIS

This instrument was acknowledged before me on the 17 day of July, 2001 by Brandi Hermis VP of Washington Mutual, FA, a federal association, on behalf of said association.



[STAMP]

Alicia S. Martinez
Notary Public in and for the State of Texas

542-16-2075

EXHIBIT A

ROYAL OAKS COUNTRY CLUB, SECTION FIVE, an addition in Harris County, Texas, according to the map or plat thereof filed for record under Film Code No. 477141 of the Map Records of Harris County, Texas. *kw*

542-16-2076

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JUL 19 2001



Dorely B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Dorely B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

JUL 19 6 18 AM '01

FILED



GF: N/A
47 / LUTZ
STEWART TITLE COMPANY

This document is being recorded
as a COURTESY ONLY by Stewart
Title Company, without liability,
expressed or implied.

FOURTH SUPPLEMENTAL DECLARATION

12/13/01 201670806 V478496 \$17.00

V478496

This Fourth Supplemental Declaration ("Fourth Supplemental Declaration") is executed
as of the 10th day of December, 2001 by ROYAL OAKS LAND LIMITED
PARTNERSHIP, a Delaware limited partnership ("Declarant").

RECITALS

Reference is here made to that certain Declaration of Covenants, Conditions and
Restrictions for Royal Oaks Residential Community (the same, as heretofore amended, is herein
called the "Existing Declaration") dated March 2, 2000 executed by Declarant and filed for
record under Harris County Clerk's File No.U-257546 of the Real Property Records of Harris
County, Texas. The Existing Declaration provides that certain property described therein may be
subjected to the terms of the Declaration and that the Declarant has the right to do so. Declarant
desires to subject the real property described on Exhibit A attached hereto (the "Additional
Properties") to the Declaration.

ANNEXATION

1. Annexation. In accordance with Article IX of the Existing Declaration, Declarant
hereby subjects the Additional Properties to the Existing Declaration such that the Additional
Properties shall be and do hereby constitute part of the "Properties" thereunder.

2. Miscellaneous. Except as expressly supplemented hereby, the Existing
Declaration shall remain in full force and effect. This instrument may be executed in one or
more counterparts, each such counterpart being an original hereof and all such counterparts when
taken together shall constitute but one and the same instrument.

This instrument is executed as of the date first set forth above

ROYAL OAKS LAND LIMITED PARTNERSHIP

By: Royal Oaks Genpar LLC, General Partner

By: [Signature]
Name: Renee Lewis
Title: VP Sales & Marketing

By: [Signature]
Name: Douglas A. Shuman
Title: SC.V.P. PROJECT MANAGER

(3)
2001

FILED

2001 DEC 13 PM 1:59

[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

546-85-0420

The undersigned, Washington Mutual, FA (successor by merger to Bank United), hereby executes this instrument for the purposes of, and does hereby, subordinate all liens and security interests in and to the Properties held by said Washington Mutual, FA, to the covenants, conditions, restrictions, easements, liens and other terms and provisions of this instrument and declare the same to be superior to any and all liens and security interests in and to the Properties held by Washington Mutual, FA.

WASHINGTON MUTUAL, FA

10th

By: Brandi Hermis
Name: BRANDI L HERMIS
Title: VICE PRESIDENT

646-85-0421

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
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This instrument was acknowledged before me on the _____ day of _____, 2001 by _____, and _____, each authorized representatives of Royal Oaks Genpar LLC, in its capacity as general partner of Royal Oaks Land Limited Partnership, a Delaware limited partnership, on behalf of said company and said partnership.

Brandi Hermis
Notary Public in and for the State of Texas

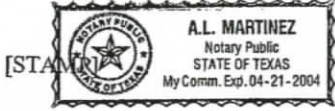
[STAMP]

THE STATE OF TEXAS

COUNTY OF HARRIS

505 505 505

This instrument was acknowledged before me on the 10 day of December 2001 by BRANDI L. HERMIS VICE PRESIDENT of Washington Mutual, FA, a federal association, on behalf of said association.



A. L. Martinez
Notary Public in and for the
State of Texas

546-86-0422

The undersigned, Washington Mutual, FA (successor by merger to Bank United), hereby executes this instrument for the purposes of, and does hereby, subordinate all liens and security interests in and to the Properties held by said Washington Mutual, FA, to the covenants, conditions, restrictions, easements, liens and other terms and provisions of this instrument and declare the same to be superior to any and all liens and security interests in and to the Properties held by Washington Mutual, FA.

WASHINGTON MUTUAL, FA

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10 day of December, 2001 by Renee Lewis, and Douglas A. Shipman, each authorized representatives of Royal Oaks Genpar LLC, in its capacity as general partner of Royal Oaks Land Limited Partnership, a Delaware limited partnership, on behalf of said company and said partnership.

[Signature]
Notary Public in and for the State of Texas

[STAMP]



RETURN TO:
GRACE LUTZ
STEWART TITLE COMPANY
1980 POST OAK BLVD., #120
HOUSTON, TEXAS 77056

546-85-8423

EXHIBIT A

ROYAL OAKS COUNTRY CLUB, SECTION SEVEN, an addition in Harris County, Texas, according to the map or plat thereof filed for record under Film Code No. 457094 of the Map Records of Harris County, Texas. *file*

5-15-85-0-124

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

DEC 13 2001



Dorely L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDEPS MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

HOUSTON:017646/00001:693651v1



GF: V822476
47 / LUTZ
STEWART TITLE COMPANY

This document is being recorded as a
COURTESY ONLY by Stewart Title Company,
without liability, expressed or implied. FIFTH SUPPLEMENTAL DECLARATION

05/24/02 201791079 V822476 \$15.00

This Fifth Supplemental Declaration ("*Fifth Supplemental Declaration*") is executed as of the 25 day of April, 2002 by ROYAL OAKS LAND LIMITED PARTNERSHIP, a Delaware limited partnership ("*Declarant*").

RECITALS

Reference is here made to that certain Declaration of Covenants, Conditions and Restrictions for Royal Oaks Residential Community (the same, as heretofore amended, is herein called the "*Existing Declaration*") dated March 2, 2000 executed by Declarant and filed for record under Harris County Clerk's File No. U-257546 of the Real Property Records of Harris County, Texas. The Existing Declaration provides that certain property described therein may be subjected to the terms of the Declaration and that the Declarant has the right to do so. Declarant desires to subject the real property described on *Exhibit A* attached hereto (the "*Additional Properties*") to the Declaration.

ANNEXATION

1. Annexation. In accordance with Article IX of the Existing Declaration, Declarant hereby subjects the Additional Properties to the Existing Declaration such that the Additional Properties shall be and do hereby constitute part of the "Properties" thereunder.

2. Miscellaneous. Except as expressly supplemented hereby, the Existing Declaration shall remain in full force and effect. This instrument may be executed in one or more counterparts, each such counterpart being an original hereof and all such counterparts when taken together shall constitute but one and the same instrument.

This instrument is executed as of the date first set forth above

ROYAL OAKS LAND LIMITED PARTNERSHIP

By: Royal Oaks Genpar LLC, General Partner

By: [Signature]
Name: DICK BOSDA
Title: Pres

By: [Signature]
Name: _____
Title: _____

ROYAL OAKS

The undersigned, Washington Mutual, FA (successor by merger to Bank United), hereby executes this instrument for the purposes of, and does hereby, subordinate all liens and security interests in and to the Properties held by said Washington Mutual, FA, to the covenants, conditions, restrictions, easements, liens and other terms and provisions of this instrument and declare the same to be superior to any and all liens and security interests in and to the Properties held by Washington Mutual, FA.

WASHINGTON MUTUAL, FA

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS

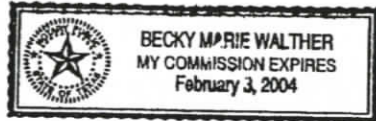
§
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COUNTY OF HARRIS

This instrument was acknowledged before me on the 25 day of April, 2002 by Dirk Gosda, and _____, each authorized representatives of Royal Oaks Genpar LLC, in its capacity as general partner of Royal Oaks Land Limited Partnership, a Delaware limited partnership, on behalf of said company and said partnership.

Becky Marie Walther
Notary Public in and for the State of Texas

[STAMP]



2002 MAY 24 AM 11:51
COUNTY CLERK
HARRIS COUNTY TEXAS

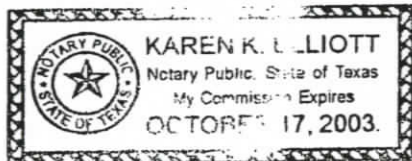
The undersigned, Southwest Bank of Texas, N.A. hereby executes this instrument for the purposes of, and does hereby, subordinate all liens and security interests in and to the Properties held by said Southwest Bank of Texas, N.A., to the covenants, conditions, restrictions, easements, liens and other terms and provisions of this instrument and declare the same to be superior to any and all liens and security interests in and to the Properties held by Southwest Bank of Texas, N.A.

SOUTHWEST BANK OF TEXAS, N.A. 120

By: *George M. Marshall, EVP*
Name: George M. Marshall
Title: Executive Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22 day of May, 2002 by George M. Marshall, EVP of Southwest Bank of Texas, N.A., a national association, on behalf of said association.



[STAMP]

Karen K. Elliott
Notary Public in and for the State of Texas

RETURN TO:
GRACE LUTZ
STEWART TITLE COMPANY
1980 POST OAK BLVD., #120
HOUSTON, TEXAS 77056

0101-01-2002

EXHIBIT A

ROYAL OAKS COUNTRY CLUB, SECTION TEN, an addition in Harris County, Texas, according to the map or plat thereof filed for record under Film Code No. 489064 of the Map Records of Harris County, Texas. *ice*

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAY 24 2002



Dorothy B. Kayman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDEPS MEMORANDUM
ALL BACKLOGS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED



W086247

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SIXTH SUPPLEMENTAL DECLARATION

09/17/02 300843956 W086247 \$15.00

This Sixth Supplemental Declaration ("Sixth Supplemental Declaration") is executed as of the 13 day of September, 2002 by ROYAL OAKS LAND LIMITED PARTNERSHIP, a Delaware limited partnership ("Declarant").

RECITALS

Reference is here made to that certain Declaration of Covenants, Conditions and Restrictions for Royal Oaks Residential Community (the same, as heretofore amended, is herein called the "Existing Declaration") dated March 2, 2000 executed by Declarant and filed for record under Harris County Clerk's File No.U-257546 of the Real Property Records of Harris County, Texas. The Existing Declaration provides that certain property described therein may be subjected to the terms of the Declaration and that the Declarant has the right to do so. Declarant desires to subject the real property described on Exhibit A attached hereto (the "Additional Properties") to the Declaration.

ANNEXATION

1. Annexation. In accordance with Article IX of the Existing Declaration, Declarant hereby subjects the Additional Properties to the Existing Declaration such that the Additional Properties shall be and do hereby constitute part of the "Properties" thereunder.

2. Miscellaneous. Except as expressly supplemented hereby, the Existing Declaration shall remain in full force and effect. This instrument may be executed in one or more counterparts, each such counterpart being an original hereof and all such counterparts when taken together shall constitute but one and the same instrument.

This instrument is executed as of the date first set forth above

ROYAL OAKS LAND LIMITED PARTNERSHIP

By: Royal Oaks Genpar LLC, General Partner

Jor

By: Darbe Gosda
Name: Darbe Gosda
Title: Authorized Representative

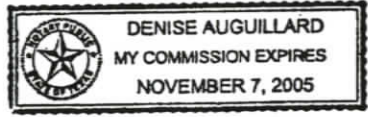
THE STATE OF Texas
COUNTY OF Harris

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This instrument was acknowledged before me on the 13 day of September, 2002 by DARBE GOSDA, an authorized representative of Royal Oaks Genpar LLC, in its capacity as general partner of Royal Oaks Land Limited Partnership, a Delaware limited partnership, on behalf of said company and said partnership.

Denise Augillard
Notary Public in and for the State of Texas

[STAMP]



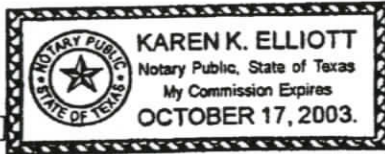
The undersigned, Southwest Bank of Texas, N.A. hereby executes this instrument for the purposes of, and does hereby, subordinate all liens and security interests in and to the Properties held by said Southwest Bank of Texas, N.A., to the covenants, conditions, restrictions, easements, liens and other terms and provisions of this instrument and declare the same to be superior to any and all liens and security interests in and to the Properties held by Southwest Bank of Texas, N.A.

SOUTHWEST BANK OF TEXAS, N.A.

By: *George M. Marshall, EVP*
Name: George M. Marshall
Title: Executive Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16 day of September, 2002 by George M. Marshall, Executive Vice President of Southwest Bank of Texas, N.A., a national association, on behalf of said association.



Karen K. Elliott
Notary Public in and for the
State of Texas

EXHIBIT A

ROYAL OAKS COUNTRY CLUB, SECTION EIGHT, an addition in Harris County, Texas, according to the map or plat thereof filed for record under Film Code No. 489060 of the Map Records of Harris County, Texas. *ll*

ROYAL OAKS COUNTRY CLUB, SECTION ELEVEN, an addition in Harris County, Texas, according to the map or plat thereof filed for record under Film Code No. 519188 of the Map Records of Harris County, Texas.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

SEP 17 2002



Dorely B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED

2002 SEP 17 PM 3:28

Dorely B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

After Recording, return to:
JOYCE N. SANCHEZ
LOCKE LIDDELL & SAPP LLP
600 TRAVIS STREET, SUITE 3400
HOUSTON, TEXAS 77002-3095



Declarant

GF: 02123264
47 / LUTZ
STEWART TITLE COMPANY

15
D

SEVENTH SUPPLEMENTAL DECLARATION

01/24/03 W381250
100049480

\$15.00

This Seventh Supplemental Declaration ("*Seventh Supplemental Declaration*") is executed as of the 15th day of January, 2003 by ROYAL OAKS LAND LIMITED PARTNERSHIP, a Delaware limited partnership ("*Declarant*").

RECITALS

Reference is here made to that certain Declaration of Covenants, Conditions and Restrictions for Royal Oaks Residential Community (the same, as heretofore amended, is herein called the "*Existing Declaration*") dated March 2, 2000 executed by Declarant and filed for record under Harris County Clerk's File No.U-257546 of the Real Property Records of Harris County, Texas. The Existing Declaration provides that certain property described therein may be subjected to the terms of the Declaration and that the Declarant has the right to do so. Declarant desires to subject the real property described on *Exhibit A* attached hereto (the "*Additional Properties*") to the Declaration.

ANNEXATION

1. Annexation. In accordance with Article IX of the Existing Declaration, Declarant hereby subjects the Additional Properties to the Existing Declaration such that the Additional Properties shall be and do hereby constitute part of the "Properties" thereunder.
2. Miscellaneous. Except as expressly supplemented hereby, the Existing Declaration shall remain in full force and effect. This instrument may be executed in one or more counterparts, each such counterpart being an original hereof and all such counterparts when taken together shall constitute but one and the same instrument.

This instrument is executed as of the date first set forth above

ROYAL OAKS LAND LIMITED PARTNERSHIP

By: Royal Oaks Genpar LLC, General Partner

By: *Dirk Gosda*
Dirk Gosda, Authorized Representative

JM

562-11-8863

FILED

2003 JAN 24 PM 12:54

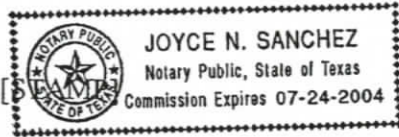
George S. Keyfman
COUNTY CLERK
HARRIS COUNTY, TEXAS

COUNTY OF Harris

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THE STATE OF Texas §

This instrument was acknowledged before me on the 17th day of January, 2003 by Dirk Gosda, an authorized representative of Royal Oaks Genpar LLC, in its capacity as general partner of Royal Oaks Land Limited Partnership, a Delaware limited partnership, on behalf of said company and said partnership.



Joyce N. Sanchez
Notary Public in and for the State of Texas

562-17-0864

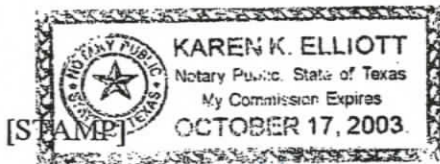
The undersigned, Southwest Bank of Texas, N.A. hereby executes this instrument for the purposes of, and does hereby, subordinate all liens and security interests in and to the Properties held by said Southwest Bank of Texas, N.A., to the covenants, conditions, restrictions, easements, liens and other terms and provisions of this instrument and declare the same to be superior to any and all liens and security interests in and to the Properties held by Southwest Bank of Texas, N.A.

SOUTHWEST BANK OF TEXAS, N.A.

By: *George M. Marshall, Jr.*
Name: George M. Marshall
Title: Executive Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16 day of January, 2003 by George M. Marshall, Jr. of Southwest Bank of Texas, N.A., a national association, on behalf of said association.



Karen K. Elliott
Notary Public in and for the
State of Texas

RETURN TO:
GRACE LUTZ
STEWART TITLE COMPANY
1980 POST OAK BLVD., #120
HOUSTON, TEXAS 77056

562-1-0865

EXHIBIT A

ROYAL OAKS COUNTRY CLUB, SECTION TWELVE, an addition in Harris County, Texas, according to the map or plat thereof filed for record under Film Code No. 522077 of the Map Records of Harris County, Texas.

lee

562-17-0866

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JAN 24 2003



Bonnie B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

EIGHTH SUPPLEMENTAL DECLARATION

This Eighth Supplemental Declaration ("*Eighth Supplemental Declaration*") is executed as of the 20th day of February, 2003 by ROYAL OAKS LAND LIMITED PARTNERSHIP, a Delaware limited partnership ("*Declarant*").

RECITALS

Reference is here made to that certain Declaration of Covenants, Conditions and Restrictions for Royal Oaks Residential Community (the same, as heretofore amended, is herein called the "*Existing Declaration*") dated March 2, 2000 executed by Declarant and filed for record under Harris County Clerk's File No.U-257546 of the Real Property Records of Harris County, Texas. The Existing Declaration provides that certain property described therein may be subjected to the terms of the Declaration and that the Declarant has the right to do so. Declarant desires to subject the real property described on *Exhibit A* attached hereto (the "*Additional Properties*") to the Declaration.

ANNEXATION

1. Annexation. In accordance with Article IX of the Existing Declaration, Declarant hereby subjects the Additional Properties to the Existing Declaration such that the Additional Properties shall be and do hereby constitute part of the "Properties" thereunder.

2. Miscellaneous. Except as expressly supplemented hereby, the Existing Declaration shall remain in full force and effect. This instrument may be executed in one or more counterparts, each such counterpart being an original hereof and all such counterparts when taken together shall constitute but one and the same instrument.

This instrument is executed as of the date first set forth above

ROYAL OAKS LAND LIMITED PARTNERSHIP

By: Royal Oaks Genpar LLC, General Partner

Darbe Gosda
By: _____

Darbe Gosda, Authorized Representative

209

FILED
2003 FEB 27 PM 1:25
Harris County Clerk
Harris County, Texas

563-09-0244

THE STATE OF TEXAS

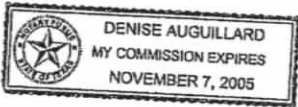
COUNTY OF HARRIS

§
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§

This instrument was acknowledged before me on the 20 day of February, 2003 by Darbe Gosda, an authorized representative of Royal Oaks Genpar LLC, in its capacity as general partner of Royal Oaks Land Limited Partnership, a Delaware limited partnership, on behalf of said company and said partnership.

Denise Augillard
Notary Public in and for the State of TEXAS

[STAMP]



563-69-0245

The undersigned, Southwest Bank of Texas, N.A. hereby executes this instrument for the purposes of, and does hereby, subordinate all liens and security interests in and to the Properties held by said Southwest Bank of Texas, N.A., to the covenants, conditions, restrictions, easements, liens and other terms and provisions of this instrument and declare the same to be superior to any and all liens and security interests in and to the Properties held by Southwest Bank of Texas, N.A.

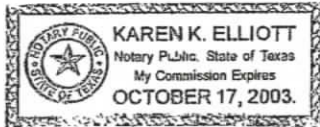
SOUTHWEST BANK OF TEXAS, N.A.

By: *George M. Marshall, EVP*
Name: George M. Marshall
Title: Executive Vice President

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on the 21 day of February, 2003 by George M. Marshall, EVP of Southwest Bank of Texas, N.A., a national association, on behalf of said association.



Karen K. Elliott
Notary Public in and for the
State of Texas

563-69-0246

EXHIBIT A

ROYAL OAKS COUNTRY CLUB, SECTION THIRTEEN, an addition in Harris County, Texas, according to the map or plat thereof filed for record under Film Code No. 526245 of the Map Records of Harris County, Texas. *file*

563-69-0247

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the correct Sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

FEB 27 2003



Dorely L. Kayman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RETURN TO:
47 / PARIS
Stewart Title Company
1980 POST OAK BLVD., #120
HOUSTON, TEXAS 77056

GF:
47 / PARIS
STEWART TITLE COMPANY

HOUSTON:017646/00001:806693v1



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M

NINTH SUPPLEMENTAL DECLARATION

This Ninth Supplemental Declaration ("*Ninth Supplemental Declaration*") is executed as of the 19th day of April, 2004 by ROYAL OAKS LAND LIMITED PARTNERSHIP, a Delaware limited partnership ("*Declarant*").

RECITALS

Reference is here made to that certain Declaration of Covenants, Conditions and Restrictions for Royal Oaks Residential Community (the same, as heretofore amended, is herein called the "*Existing Declaration*") dated March 2, 2000 executed by Declarant and filed for record under Harris County Clerk's File No.U-257546 of the Real Property Records of Harris County, Texas. The Existing Declaration provides that certain property described therein may be subjected to the terms of the Declaration and that the Declarant has the right to do so. Declarant desires to subject the real property described on *Exhibit A* attached hereto (the "*Additional Properties*") to the Declaration.

ANNEXATION

1. Annexation. In accordance with Article IX of the Existing Declaration, Declarant hereby subjects the Additional Properties to the Existing Declaration such that the Additional Properties shall be and do hereby constitute part of the "Properties" thereunder.
2. Miscellaneous. Except as expressly supplemented hereby, the Existing Declaration shall remain in full force and effect. This instrument may be executed in one or more counterparts, each such counterpart being an original hereof and all such counterparts when taken together shall constitute but one and the same instrument.

This instrument is executed as of the date first set forth above

ROYAL OAKS LAND LIMITED PARTNERSHIP

By: Royal Oaks Genpar LLC, General Partner

By: [Signature]
Darbe Gosda, Authorized Representative

By: [Signature]
Joseph A. Flynn, Authorized Representative

FILED
2004 APR 26 AM 10:53
Becky B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS

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§
§

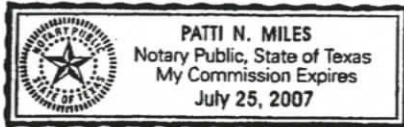
COUNTY OF HARRIS

This instrument was acknowledged before me on the 21st day of APRIL, 2004 by Darbe Gosda and Joseph A. Flynn, authorized representatives of Royal Oaks Genpar LLC, in its capacity as general partner of Royal Oaks Land Limited Partnership, a Delaware limited partnership, on behalf of said company and said partnership.

Patti N. Miles

Notary Public in and for the State of TEXAS

[STAMP]



584-14-0257

The undersigned, Southwest Bank of Texas, N.A. hereby executes this instrument for the purposes of, and does hereby, subordinate all liens and security interests in and to the Properties held by said Southwest Bank of Texas, N.A., to the covenants, conditions, restrictions, easements, liens and other terms and provisions of this instrument and declare the same to be superior to any and all liens and security interests in and to the Properties held by Southwest Bank of Texas, N.A.

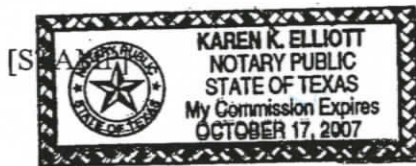
SOUTHWEST BANK OF TEXAS, N.A.

By: Matthew Crystal
Name: Matthew Crystal
Title: Asst. Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16 day of April, 2004 by Matthew Crystal, AVP of Southwest Bank of Texas, N.A., a national association, on behalf of said ~~association~~ Bank.

Karen K. Elliott
Notary Public in and for the
State of Texas



After recording, return to:

JOYCE N. SANCHEZ
LOCKE LIDDELL & SAPP LLP
600 TRAVIS STREET, SUITE 3400
HOUSTON, TEXAS 77002-3095

534 94-8258

EXHIBIT A

ROYAL OAKS COUNTRY CLUB, SECTION FOURTEEN, an addition in Harris County, Texas, according to the map or plat thereof filed for record under Film Code No. 534068 of the Map Records of Harris County, Texas.

file

584 14-8259

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS.
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED. in the Official Public Records of Real Property of Harris County, Texas on

APR 26 2004



Beverly L. Kaymead

COUNTY CLERK
HARRIS COUNTY, TEXAS



ANNEX
N

ANNEXATION AGREEMENT

THE STATE OF TEXAS

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COUNTY OF HARRIS

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THIS ANNEXATION AGREEMENT (this "Agreement") is entered into as effective as of January 1, 2003 by DAVID POWERS HOMES - ROYAL OAKS CHATEAUS, L.P. ("Powers").

WITNESSETH:

WHEREAS, Royal Oaks Land Limited Partnership, a Delaware limited partnership ("Royal Oaks") and Powers executed and delivered that certain Plat, Annexation and Conveyance Agreement dated December 19, 2002 (the "Annexation Agreement"), which agreement has been filed for record in the Real Property Records of Harris County, Texas; and

WHEREAS, among other things, the Annexation Agreement contains the agreement of Powers to annex the Section 9 Subdivision (as defined in the Annexation Agreement) into the jurisdiction of the Homeowner's Association (as such term is defined in the Annexation Agreement) and subject it to the Declaration (as such term is defined in the Annexation Agreement).

ANNEXATION:

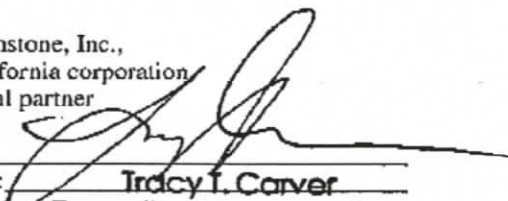
1. Powers hereby agrees that the Section 9 Subdivision is subject to the jurisdiction of the Homeowner's Association and to all of the other terms, provisions, easements and restrictions set forth in the Declaration, all with the same force and effect as if the Section 9 Subdivision constitute part of the "Properties" as defined in the Declaration. The Section 9 Subdivision, and all property therein, shall be held and conveyed, and burdened by in all respects, the Declaration.

2. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas.

DAVID POWERS HOMES - ROYAL OAKS CHATEAUS, L.P.,
a Texas limited partnership

By: TEXAS MSII/SEPII GP, L.P.,
a Texas limited partnership,
general partner

By: Hearthstone, Inc.,
a California corporation
general partner

By: 
Name: Tracy I. Carver
Title: Executive Vice President
General Counsel

1EE
NO
NAME
SHOWN

30R

ER (5 - 15 - 0361

THE STATE OF ~~TEXAS~~ ^{CALIFORNIA}
COUNTY OF ~~HARRIS~~ ^{MARIN}

This instrument was acknowledged before me on the 26th day of NOVEMBER, 2007 by TRACY T. CARVER, ENP - Gen Counsel of Hearthstone, Inc., a California corporation, general partner of TEXAS MSII/SEPII GP, L.P., a Texas limited partnership, in its capacity as general partner of David Powers Home - Royal Oaks Chateaus, L.P., a Texas limited partnership, on behalf of said limited partnership.

[SEAL]



Angie Wong
Notary Public in and for the
State of ~~TEXAS~~ ^{CALIFORNIA}
Printed Name: ANGIE WONG
My Commission Expires: 12/04/2008

ER 00 15 - 0362

ER (5 - 15 - 0363

20070703772
Pages 3
11/29/2007 13:00:10 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
BEVERLY KAUFMAN
COUNTY CLERK
Fees 20.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Beverly Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS



AGREEMENT

THE STATE OF TEXAS

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COUNTY OF HARRIS

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This Agreement (this "Agreement") is entered into as effective as of January 1, 2008 by each of the entities which are listed below under the heading "Owners" (collectively, the "Owners").

RECITALS

Reference is here made to that certain Declaration of Covenants, Conditions and Restrictions for Royal Oaks Residential Community (the same, as heretofore and hereafter amended, is herein called the "Declaration") dated March 2, 2000 executed by Royal Oaks Land Limited Partnership, a Delaware limited partnership, and filed for record under Harris County Clerk's File No. U-257546 of the Real Property Records of Harris County, Texas.

The Owners are, respectively, the owners collectively of the lots described on *Exhibit A* attached hereto (the "Lots"). The Lots were developed and are within the boundaries of the property described in both Exhibit B to the Declaration and are also within the boundaries of the land described in that certain Plat, Annexation and Conveyance Agreement dated December 19, 2002 (the "Plat, Annexation and Conveyance Agreement"), which Plat, Annexation and Conveyance Agreement has been filed for record in the Real Property Records of Harris County, Texas under Clerk's File No. 20070682027. The Lots were conveyed to the Owners prior to the Plat, Annexation and Conveyance Agreement having been filed for record (and prior to the annexation instrument executed pursuant thereto having been filed for record) such that, arguably, the Lots have not been subjected to the Declaration.

In order to avoid any ambiguity in regard to the status of the Lots being subject to the Declaration, the Owners execute and deliver this Agreement.

AGREEMENTS:

1. The Owners hereby agree that each of the Lots owned by them are hereby made subject to the jurisdiction of the Homeowner's Association and to all of the other terms, provisions, easements and restrictions set forth in the Declaration, all with the same force and effect as if the Lots constitute part of the "Properties" as defined in the Declaration. The Lots, and all property therein, shall be held and conveyed, and burdened by in all respects, the Declaration.

2. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas.

STEWART TITLE OF HOUSTON

02131539

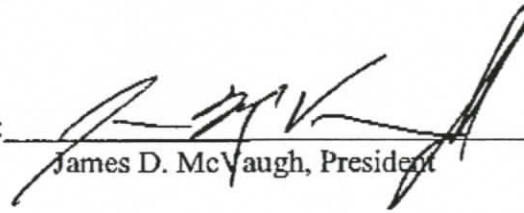
ER 5-72-0139

"Owners"

ROYAL OAKS VILLAS, LP

By: United Commercial Group, Inc.,
its General Partner

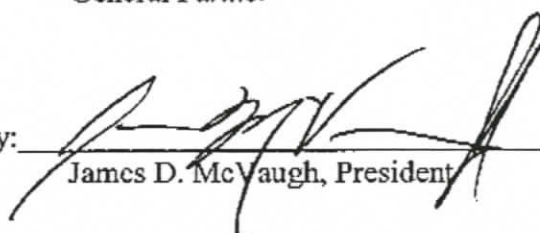
(4)2EE
(4)2OR

By: 
James D. McVaugh, President

MCVAUGH INVESTMENTS, LTD.

By: McVaugh Custom Homes, Inc.,
General Partner

2EE
2OR

By: 
James D. McVaugh, President

ER 00 72 - 0140

EXHIBIT A

Royal Oaks Country Club, Section 9

D

LOTS OWNED BY MCVAUGH ENTITIES AS OF 12/25/07

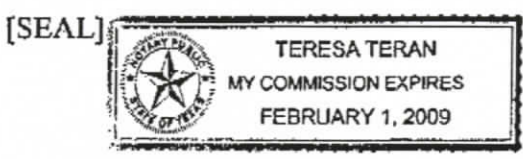
Lot/ Block	Owner
46/2	Royal Oaks Villas, LP
47/2	Royal Oaks Villas, LP
48/2	Royal Oaks Villas, LP
49/2	Royal Oaks Villas, LP
51/2	Royal Oaks Villas, LP
52/2	Royal Oaks Villas, LP
53/2	Royal Oaks Villas, LP
56/2	Royal Oaks Villas, LP
57/2	Royal Oaks Villas, LP
58/2	Royal Oaks Villas, LP
59/2	McVaugh Investments, Ltd.
60/2	McVaugh Investments, Ltd.
61/2	Royal Oaks Villas, LP
62/2	Royal Oaks Villas, LP
63/2	Royal Oaks Villas, LP
64/2	Royal Oaks Villas, LP
65/2	Royal Oaks Villas, LP
66/2	Royal Oaks Villas, LP
67/2	Royal Oaks Villas, LP
68/2	Royal Oaks Villas, LP
69/2	Royal Oaks Villas, LP
70/2	Royal Oaks Villas, LP

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ER 00 - 72 - 0142

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

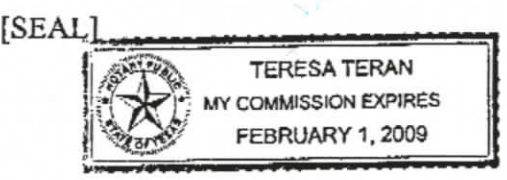
This instrument was acknowledged before me on the 15th day of January, 2008 by James D. McVaugh, President of United Commercial Group, Inc., a Texas corporation, general partner of Royal Oaks Lots, L.P., a Texas limited partnership, on behalf of said limited partnership.



Teresa Teran
Notary Public in and for the
State of TEXAS
Printed Name: Teresa Teran
My Commission Expires: 2/09

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15th day of January, 2008 by James D. McVaugh, President of McVaugh Custom Homes, Inc., a Texas corporation, general partner of McVaugh Investments Ltd., a Texas limited partnership, on behalf of said limited partnership.



Teresa Teran
Notary Public in and for the
State of TEXAS
Printed Name: Teresa Teran
My Commission Expires: 2/09

ER (5 - 72 - 0143

20080027078
Pages 5
01/16/2008 13:26:57 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
BEVERLY KAUFMAN
COUNTY CLERK
Fees 28.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Beverly Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS