

JOINT ACCESS EASEMENT, USAGE AND MAINTENANCE AGREEMENT

This Joint Access Easement, Usage and Maintenance Agreement (this "Agreement") is made and entered into effective as of the 1st day of December, 1997, by and between the Golf Green Condominium Homeowners Association, Inc., a Texas non-profit corporation ("Condos"), and Golf Green Garden Homeowners Association, Inc., a Texas non profit corporation ("Garden Homes").

R E C I T A L S

WHEREAS, Garden Homes is the owner of that certain tract of land situated in Harris County, Texas described as follows:

That certain 28 foot wide permanent access easement (the "Easement") as located in Golf Green Garden Homes, Sections One, Two and Three, a subdivision out of the C. Ennis Survey, Abstract No. 252 and the J.B. Pier Survey, Abstract No. 1103, Harris County, Texas, according to the maps thereof, recorded in Film Code Nos. 394020, 396080, and 396083, respectively, of the Map Records of Harris County, Texas (the "Access Parcel");

WHEREAS, Condos is the owner of that certain tract of land situated in Harris County, Texas as follows:

All that certain 3.4494 acre (150,256 square feet) tract of land out of a 5.7454 acre tract platted as Golf Green Condominiums, Phase I, recorded in Volume 318, Page 11 of the Harris County Map Records; said 3.4494 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Condominium Property"); and

WHEREAS, Condos has requested from Garden Homes a non-exclusive easement for pedestrian and vehicular ingress and egress over and across the Access Parcel; and

WHEREAS, Condos and Garden Homes have agreed to establish a plan of non-exclusive use of the Access Parcel;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Garden Homes does hereby grant, sell and convey to Condos a non-exclusive, perpetual easement in over and across the Access Parcel, subject to the following terms and conditions to which the parties do hereby agree:

1. Easement over Access Parcel. Garden Homes hereby grants, sells and conveys unto Condos, its successors and assigns, a non-exclusive easement over, across and upon the Access

Parcel for the purpose of reasonable vehicular and pedestrian ingress, egress, regress and reasonable access to and from the main entrance of the access gate through the property of Garden Homes to public streets. Other than traffic associated with Garden Homes' use of the Access Parcel, only passenger vehicles, light trucks and pedestrian traffic associated with the use of the Condominium Property owned by Condos may use the Access Parcel. Condos shall not be allowed to use the Access Parcel for heavy truck traffic except as may be necessary for delivering items to the owners/members of the Condominium Property.

2. Maintenance of Access Parcel. Garden Homes, its successors or assigns, shall have the absolute right and obligation to operate, maintain, repair, regulate, administer, improve and manage the Access Parcel and shall cause the same to be maintained in a safe, sightly, and functional condition. Nothing herein contained shall be construed as granting the Condos any rights or obligations with respect to the operation, maintenance, repair, regulation, administration, improvement and management of the Access Parcel.

3. Reimbursement by Condos, its Successors and Assigns. Condos agrees to reimburse Garden Homes for fifty percent (50%) of the following expenses incurred subsequent to the date hereof:

A. Reasonable direct costs incurred by Garden Homes, from time to time, in the performance of maintenance of the Access Parcel;

B. Reasonable management or administrative fees or costs incurred by Garden Homes related to the maintenance and administration of the Access Parcel;

C. Reasonable costs incurred by Garden Homes, from time to time, in maintaining the access gate located at the entrance of the Access Parcel;

D. Ad valorem or other governmental fees related to or pertaining to the Access Parcel;

E. Insurance premiums paid by Garden Homes for insurance coverage related to the Access Parcel; and

F. Other fees and expenses related to or attributable to the Access Parcel.

4. Court and Attorneys' Fees. In the event of any controversy, claim or dispute relating to this instrument or the breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses including all court costs and attorneys' fees.

5. Indemnification. Condos shall indemnify and hold harmless Garden Homes from any claims which may arise out of or relate to Condos' use of the Access Parcel.

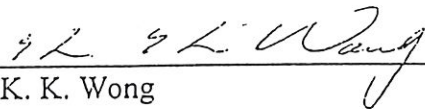
6. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect and no modification hereof shall be binding unless in writing signed by the parties hereto.

7. Binding Effecting. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Executed the date and year first above written.

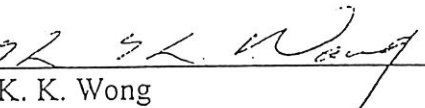
CONDOS:

Golf Green Condominium Homeowners
Association, Inc.,
a Texas non-profit corporation

By: 
Name: K. K. Wong
Title: President

GARDEN HOMES:

Golf Green Garden Homeowners Association, Inc.,
a Texas non-profit corporation

By: 
Name: K. K. Wong
Title: President