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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR GRAND LAKES**

RETURN TO: EDWARD S. CUTRER
STEWART TITLE HOUSTON
P. O. BOX 1504
HOUSTON, TEXAS 77251-1504

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR GRAND LAKES**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT THIS DECLARATION is made on the date hereinafter set forth by CENTENNIAL HOMES, INC., a Texas corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Fort Bend County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (collectively, the "Initial Property"), commonly known or to be known or marketed by Declarant as "Grand Lakes"; and

WHEREAS, Declarant desires to hold, sell and convey said Initial Property and any subsequently Annexed Property (if any) subject to the following covenants, conditions, restrictions, reservations and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of the Initial Property, together with Annexed Property from time to time brought within the terms of this Declaration pursuant to the terms and conditions hereof, and to insure the preservation of such uniform plan for the benefit of both present and future owners of the residential subdivision lots and commercial properties within said lands; and

WHEREAS, this Declaration grants Declarant the right and privilege with the consent of the owners of such property, to impose additional covenants, conditions and restrictions on particular portions of the real property subject to this Declaration and to designate certain portions of such Property as a "Neighborhood" as defined herein; and

NOW, THEREFORE, Declarant hereby adopts the following covenants, conditions, restrictions, reservations and easements which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (hereinafter defined) and which shall be applicable to all of the Property from time to time subject hereto (including, without limitation, the Initial Property), and shall run with the land and title to the Property and shall bind all parties having or acquiring any right, title, or interest therein or any part thereof, their heirs or successors in title and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Architectural Committees" shall mean and refer to the New Construction Committee and/or the Modifications Committee, as applicable.

Section 2. "Assessable Tract" shall mean and refer to any Lot or Building Plot from and after the date on which paved public street access (or dedicated private street access, as applicable), and water and sanitary sewer service, have been extended thereto.

Section 3. "Assessments" shall mean and refer to any or all of the Base Annual Assessments, Special Assessments (as defined below), Neighborhood Assessments and Special Individual Assessments referred to, contemplated or authorized herein or in any Supplemental Declaration from time to time filed of record.

Section 4. "Association" shall mean and refer to **GRAND LAKES COMMUNITY ASSOCIATION, INC.**, a non-profit corporation incorporated by Declarant or its representatives under the laws of the State of Texas, its successors and assigns.

Section 5. "Board of Directors" and "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 6. "Base Annual Assessments" shall mean and refer to the uniform assessment made against Assessable Tracts pursuant to Sections 3 and 5 of Article III hereof.

Section 7. "Commercial Lot" shall mean any Lot allowed to be used under this Declaration for other than Single Family Residential Use.

Section 8. "Commercial Unit" shall mean and refer to the improvements, including, without limitation, buildings, parking and exterior site improvements, constructed on a Commercial Lot.

Section 9. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements constructed upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements dedicated or under contract to the Association for the use and benefit of the Owners of the Lots in the Properties, whether exclusively or also for the benefit of owners of property outside the Property, constructed on portions of one or more Lots or on acreage which has not been brought within the provision of this Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation; structures for storage or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping; guardhouses; esplanades; walls; and improvements designed for common use and enjoyment. References herein to "the Common Facilities" or any "Common

Facility" shall mean and refer to Common Facilities as defined or created respectively in this Declaration and all Supplemental Declarations.

Section 10. "**Common Properties**" shall mean and refer to all those areas of land within the Properties except the platted Lots and public streets shown thereon, together with such other land as the Association may, at any time or from time to time, acquire by purchase or otherwise; subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Plats, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title.

Section 11. "**Conveyance**" shall mean and refer to conveyance of a fee simple title to a Lot.

Section 12. "**Declarant**" shall mean and refer to CENTENNIAL HOMES, INC., a Texas corporation, the Declarant herein, and its successors and, to the extent in compliance with Section 1 of Article XII hereof, its assigns.

Section 13. "**Declaration**" shall mean and refer collectively to the covenants, conditions, restrictions, supplemental restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration of Covenants, Conditions and Restrictions for Grand Lakes, as supplemented and/or amended, including any and all Supplemental Declarations.

Section 14. "**Easements**" shall mean and refer to the various utility or other easements of record, those shown on the Plats of the subdivisions within the Property and such other easements as are created or referred to in this Declaration.

Section 15. "**Lakes**" shall mean and refer to the lakes constructed by Declarant and made part of the Common Properties and Facilities, title to which shall be conveyed by the Declarant to the Association at such time as there are no Class C votes in the Association, or at such earlier time as Declarant determines to be appropriate or desirable.

Section 16. "**Living Unit**" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household, excluding mobile homes or other non-permanent structures.

Section 17. "**Lot**" or "**Building Plot**" shall each mean and refer to (i) each plot of land shown upon the recorded subdivision Plats from time to time within the boundaries of the Property and designated by lot and block number or reserve number, and to the improvements constructed or to be constructed thereon, or (ii) any unplatted raw acreage tract (and the improvements constructed or to be constructed thereon) located within the Property and which is owned by a natural person, partnership, corporation or other legal entity, or a trust or foundation, prior to its subdivision by platting, but such terms shall not mean or include (i) any portions of the Property while owned by a municipal utility district or the Association, and (ii)

any portion of the Property conveyed or dedicated as a public street or made a private street accepted by the Association for maintenance hereunder. Member voting rights and Assessment liabilities of the Owner with respect to raw acreage tracts (and Platted reserves) that have not yet been subdivided as Residential Lots, whether or not such land may have been restricted to use for Single Family Residential Use only, shall be based on the acreage contained therein as if the same constituted a Commercial Lot for purposes hereof except as to any portion thereof from and after the date on which a subdivision Plat is recorded subdividing that portion into Residential Lots; provided, however, that nothing herein shall ever be construed as allowing use of any land in a manner not permitted by deed restrictions affecting the tract in question. If building sites are created pursuant to Article XIII, Section 11 herein, the term "Lot" or "Building Plot" shall also thereafter mean and refer to any building site so created.

Section 18. "**Member**" shall mean and refer to every person or entity who holds membership in the Association.

Section 19. "**Modifications Committee**" shall mean and refer to the committee by that name created by the Board of Directors of the Association to exercise exclusive jurisdiction over the modifications, additions, or alterations made on or to existing Living Units or other improvements on Residential Lots or Commercial Unit on Commercial Lots, as provided in Article IV hereof.

Section 20. "**Neighborhood**" shall mean and refer to any separately designated development area of the Properties comprised of various types of housing, initially or by supplement or amendment made subject to this Declaration and designated as a Neighborhood pursuant hereto. If separate Neighborhood status is desired, the Declarant shall designate in a Supplemental Declaration that the particular portion of the Property shall constitute a separate Neighborhood for purposes of this Declaration. In the absence of specific designation of separate Neighborhood status by a different name, all property made subject to this Declaration shall be considered a part of the same Neighborhood to be called "Grand Lakes Section One."

Section 21. "**Neighborhood Assessments**" shall mean and refer to assessments levied by the Association as provided for in Section 6 of Article III hereof, or required by the terms of a Supplemental Declaration, being those incurred for purposes of promoting the recreation, health, safety, common benefit and enjoyment of only the Owners and Occupants of the Neighborhood against which the specific Neighborhood Assessment is levied, and/or of maintaining the properties within a given Neighborhood, and shall include Special Neighborhood Assessments and General Neighborhood Assessments as defined herein.

Section 22. "**New Construction Committee**" shall mean and refer to the committee by that name created by the Declarant pursuant to this Declaration to exercise exclusive jurisdiction over all original construction of Living Units and related improvements on Residential Lots, and original construction of Commercial Improvements upon Commercial Lots, as provided herein.

Section 23. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the surface estate in any Lot or tract of land which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "**Occupant**" shall mean any person legally entitled to occupy and use all or a portion of the Properties.

Section 24. "**Plats**" shall mean and refer to all subdivision plats from time to time filed of record by Declarant (or with Declarant's or the Association's approval as and when herein required) in the Map or Plat Records of Fort Bend County, Texas, with respect to Properties covered by this Declaration, as the same may be amended in accordance with the terms hereof.

Section 25. "**Property**" or the "**Properties**" shall mean and refer to the Initial Property described in the Recitals hereof, together with such additional lands as and when they are from time to time (if ever) made subject to this Declaration pursuant to the annexation provisions hereof. All of the Property may sometimes be commonly known and referred to as "Grand Lakes."

Section 26. "**Residential Lot**" shall mean and refer to any Lot which is Platted as a single-family residential lot and restricted to Single Family Residential Use (as herein defined), whether such restriction is created by Plat or by this Declaration or by separate restriction recorded by Declarant.

Section 27. "**Special Assessments**" shall mean and refer collectively to Special Universal Assessments assessed pursuant to Article III, Section 4 hereof, Special Neighborhood Assessments assessed pursuant to Article III, Section 6 hereof, and Special Individual Assessments.

Section 28. "**Special Individual Assessments**" shall mean and refer to any amount of money assessed against any particular Owner for payment or reimbursement to the Association of any amount owing by such Owner to the Association because of the act or omission of such Owner or those for whom such Owner is responsible hereunder (such as, but without limitation, amount due as collection costs in connection with legal action to enforce this Declaration against a particular Owner or for maintenance costs incurred by the Association with respect to a particular Lot as a result of the Owner's failure or refusal to do so as required by this Declaration or any Supplemental Declaration). These are not amounts being assessed against all Owners as a generally applicable Special Universal Assessment or Special Neighborhood Assessment.

Section 29. "**Special Universal Assessments**" shall mean and refer to the sums of money assessed against Assessable Tracts pursuant to Article III, Section 4 hereof.

Section 30. "**Supplemental Declaration**" shall mean and refer to (i) any declaration of supplemental restrictions filed of record by Declarant, its successors or assigns, imposing more stringent or detailed restrictions or additional restrictions on or with respect to one or more Neighborhoods within the Property, (ii) any supplemental declaration of annexation executed and

filed of record by Declarant, its successors or assigns, bringing additional property within the scheme of this Declaration under the authority provided in the Declaration, and (iii) any supplemental declaration executed and filed of record by Declarant, its successors or assigns, to accomplish both of the foregoing. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the Supplemental Declaration(s) which is or are applicable to the portions of the Property being referenced.

ARTICLE II

GRAND LAKES COMMUNITY ASSOCIATION, INC.

Section 1. **Duties and Powers.** In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for in this Declaration, and without limiting the generality hereof, the Association shall also discharge those functions necessary to the general maintenance of the Common Properties and Common Facilities. The Board of Directors of the Association shall be empowered to oversee the activities of the Association and may take whatever lawful action that the Board, in its sole discretion, deems necessary to provide for the upkeep, development and aesthetic appearance of the Common Properties and Common Facilities and to enforce this Declaration for the common benefit of all or some of the Members of the Association. All rights of the Association herein and hereunder are vested in its Board of Directors (with such delegation of day-to-day operations to the officers of the Association as the Board may from time to time see fit) unless specifically reserved to Declarant or a vote of the Members herein. Upon entering into appropriate agreements between the Association and Via Ranch Community Improvement Association, Inc., a Texas non-profit corporation ("**VRCIA**"), the Association shall thereafter have the right (but shall not be obligated) to enforce (to the extent the provisions of such agreement so provide) that certain Via Ranch Declaration of Covenants, Conditions and Restrictions executed by Via Land Joint Venture and recorded in Volume 1700, Page 447 of the Official Real Property Records of Fort Bend County Texas (the "**Via Ranch Restrictions**"), which affects the Initial Property and certain additional land adjacent to or in the vicinity of the Initial Property. The Association shall also have authority and responsibility to enforce such other restrictions benefitting the Association as Declarant may create or obtain from nearby landowners and assign in writing to the Association, whether or not the Association has accepted or agreed to such assignment.

Section 2. **Membership.** Every person or entity who is an Owner of any of the Properties which are subject to assessment by the Association (including Declarant, whether or not it is obligated to pay Assessments thereon) shall be a Member of the Association. The foregoing description is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. No Owner shall have more than one Membership in the Association, but an Owner may have multiple votes depending on its ownership of multiple Residential Lots or one or more Commercial Lots in accordance with the voting provisions hereof. Membership (and Member voting rights, except for proxies granted under terms permitted by the Texas Non-Profit Corporation Act, as from time to time amended)

shall be appurtenant to and may not be separated from ownership of the related Lot or Building Plot which is part of the Property. Owners may not assign Membership rights (including voting rights) associated with the Lot they own even to another Lot within the Property; provided, however, that this provision will not be construed to prevent granting of proxies pursuant to the Texas Non-Profit Corporation Act but an additional restriction on proxies is that no proxy may survive the conveyance of the Lot as to which the related Member vote(s) is or are appurtenant unless the Lot conveyance occurs between the time when the record Owner of the Lot is conclusively determined for voting purposes for a particular Member meeting and the time when such meeting occurs.

Section 3. **Annexation of Other Lands**. Other lands may hereafter be annexed into the jurisdiction of the Association in the manner herein described. If annexed, the Owners of Lots in each future section or parcel of land so annexed, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Properties that may become subject to the jurisdiction of the Association as a result of such annexation, and the Common Facilities thereon, and shall be entitled to the use and benefit of the maintenance fund hereinafter set forth, provided that each future section must be impressed with and subject to the Assessments imposed hereby (and any additional Neighborhood Assessment necessitated by a higher level of services or amenities to be provided to that area as a separate "Neighborhood"), and further, such annexed sections shall be made by recorded Supplemental Declaration subject to all of the terms of this Declaration (as then amended and/or modified as herein permitted) and to the jurisdiction of the Association, with such modifications and exceptions as the Declarant or other owner of the annexed lands may stipulate in the Supplemental Declaration accepted by the Association (and by Declarant during any period that Declarant owns any Property). Such additional sections of land may be annexed in accordance with the provisions of Article XII herein.

Section 4. **Merger of Association With Other Association(s)**. Upon a merger or consolidation of the Association with another association pursuant to a majority vote of the entire Board, the properties, rights and obligations of the other association may be added to the properties, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated Association shall administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions applicable to the properties of the other merged association (the "**Non-Surviving Association**"), as one scheme; provided, however, that:

(a) if the Non-Surviving Association has Members:

(i) the votes in the Association shall be bifurcated such that the members of the Non-Surviving Association (as Members in the Association referenced herein) (such new Members being herein called the "**Members by Merger**") shall have the right to vote separately, without any participation from other Members of the Association (herein called the "**Original Declaration Members**"), with voting rights for the Members by Merger determined for these purposes in the same manner as their votes were determined

in the Non-Surviving Association pursuant to the covenants and restrictions authorizing creation of the Non-Surviving Association (herein called the "**Other Restrictions**"), to elect a separate class of members of the Board of Directors (such separate class of Board Members being herein called the "**Merged Association Board Members**") who shall vote on and make decisions pertaining to only that land which is encumbered by the Other Restrictions, and not with regard to any matter pertaining to the Property hereunder;

(ii) the members of the Non-Surviving Association who become Members by Merger in the Association referenced herein by reason of such merger shall not have any right to vote in connection with (i) election of the primary Board of Directors of the Association, which shall continue to be elected solely by Members who are Owners of portions of the Property (herein called the "**Primary Board Members**"), or (ii) any matter or action pertaining to the Property which does not affect the land that is subject to the Other Restrictions (herein separately called the "**Merged Association Property**"), including, without limitation, Assessments affecting only the Property and not the Merged Association Property;

(iii) no Assessment affecting the Merged Association Property shall be enacted by the Primary Board Members without concurrence of a majority of the Merged Association Board Members and, if required by the Other Restrictions, an appropriate vote of the Members by Merger; provided, however, that under no circumstances shall the Association be required to expend, on enforcement of the Other Declaration and/or on maintenance, repair or services for the Merged Association Property or its owners, any monies or funds of the Association in excess of the funds raised through Assessments collected from the owners of the Merged Association Property;

(iv) the Bylaws of the Association shall be amended in the plan of merger to accommodate such Board structure;

(b) if the Non-Surviving Association in a merger does not have Members, then the Members of this Association shall continue to elect the Board of the Association as provided herein without any participation from owners of the Merged Association Property and the Merged Association Board Members will continue to be appointed in the manner provided in the deed restrictions authorizing the creation of the Non-Surviving Association. It is expressly provided, however, that no Assessment shall be levied by the Association against the owners of the Merged Association Property in excess of the amount allowed by the Other Restrictions, and under no circumstances shall the Association be required to expend, on enforcement of the Other Declaration and/or on maintenance, repair or services for the Merged Association Property or its owners, any monies or funds of the Association in excess of the funds raised through Assessments collected from the owners of the Merged Association Property.

No such merger or consolidation shall effect any revocation, change, or addition to the covenants and restrictions established by this Declaration, or give any Members by Merger any right to amend or vote with regard to the amendment of this Declaration.

Section 3. Classes of Membership. The Association shall have three classes of voting membership as follows:

Class A. Class A Members shall be all Owners of Assessable Tracts which are Residential Lots, with the exception of the Declarant (unless and until its Class C Membership converts to Class A Membership as contemplated below), and each such Class A Member shall be entitled to one vote for each Residential Lot owned by such person or entity. When more than one person holds an interest in a single Residential Lot, all such persons shall be Members. The vote of such Residential Lot shall be exercised as such co-owners among themselves determine, but in no event shall more than one vote be cast with respect to any one Residential Lot. If the co-owners of a single Residential Lot do not vote unanimously and in unison, no vote for that Lot shall be counted.

Class B. Class B Members shall be all Owners of Assessable Tracts which are Commercial Lots, with the exception of the Declarant (unless and until any part of its Class C Membership converts to Class B Membership as contemplated below), and each such Class B Member shall be entitled to one vote for each one-quarter acre (or major portion thereof, i.e., a residual fraction greater than one-eighth acre) owned by such person or entity within a Commercial Lot. When more than one person holds an interest in a single Commercial Lot as tenants in common, all such persons shall be Members. The vote(s) of such Commercial Lot shall be exercised as such tenants in common among themselves determine, but in no event shall more than one vote be cast with respect to any one-quarter acre (or major portion) of a Commercial Lot. If the tenants in common of a given quarter acre (or major portion) of a Commercial Lot do not vote unanimously and in unison, no votes for that Lot shall be counted.

Class C. Class C Members shall be the Declarant herein, as such term is defined in Article I, Section 13, who shall be entitled to nine (9) votes in the Association for each Residential Lot owned by it and nine (9) votes in the Association for each one quarter acre (or major portion) of land owned by it within any Commercial Lot. Class C Membership shall cease and be converted to Class A Membership (as to Residential Lots owned by Declarant) and Class B Membership (as to any Commercial Lot, or portion, owned by it), on the happening of the earliest to occur of the following three events (A, B, or C) :

- (A) When total votes outstanding in the Class A membership and Class B membership together equal the total votes outstanding in the Class C membership; or

- (B) The twenty-fifth (25th) anniversary date of the first recordation of this Declaration; or
- (C) When the Declarant terminates Class C Membership by an instrument filed in the Real Property Records of Fort Bend County, Texas;

and Declarant may thereafter cast votes as Class A Member and Class B Member, as applicable, regardless of whether Declarant pays any or its full share of Assessments). Owners of Lots which are not Assessable Tracts hereunder shall be non-voting Members and all references in this Declaration to a vote of the Members shall refer only to the relevant percentage of votes of the voting Members, except non-voting Members shall have a vote under Article XIII, Section 4 hereof pertaining to amendments to this Declaration.

At such time that additional Property is annexed into the Association, the Class C Membership of the Declarant, shall, if it had previously ceased due to one of the conditions listed above in (A), (B), or (C), be automatically deemed reinstated and shall apply to all Lots owned by Declarant in the newly annexed portion of the Property as well as to all Lots owned by Declarant in all other areas of the Property. Such reinstatement is subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (A), (B), and (C) of this Article, whichever occurs first. However, upon reinstatement due to annexation of additional Property, the period of time set forth in Section 3(B) of this Article shall be extended to the extent necessary such that in all circumstances it extends for a period no shorter than ten (10) years from the date of each such recorded annexation (i.e., Supplemental Declaration).

Section 4. Non-Profit Corporation. **GRAND LAKES COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation, has been organized, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation. Declarant will convey the Common Properties to the Association upon final completion of construction of all Common Facilities to be located thereon or, at its option, prior to such construction and reserving the right to design and build the initial Common Facilities to be located thereon.

Section 5. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in direct conflict with the terms and provisions hereof.

Section 6. Members' Easements of Enjoyment. Subject to the provisions of Sections 7 and 8 below, every Class A Member and Class C Member of the Association shall have a non-exclusive common right and easement of enjoyment in the Common Properties and Common Facilities to the extent they are designed for such use (i.e., parks, playgrounds and the like would be subject to the right of common use, but monument sign easements, subdivision wall or fence easements, and landscape easements would not) and such right and easement shall be appurtenant to and shall pass with the title to every Assessable Tract which is a Residential Lot. The rights of the Class A Members with respect to the Lakes, however, shall specifically

be subject to such restrictions, rules, regulations and conditions as the Board may from time to time adopt or promulgate, which may include, without limitation, prohibitions or limitations on fishing, swimming, boating, rafting or sailing thereon.

Section 7. **Extent of Members' Easements**. The rights and easements of enjoyment created hereby in favor of the Class A and Class C Members shall be subject to the rights and easements now existing or hereafter created in favor of Declarant or others as referred to or provided for in this Declaration, and shall also be subject to the following provisions:

(a) The Association shall have the right to borrow money and, with the assent of Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of the Class A and Class C Members, to mortgage the Common Properties and Common Facilities.

(b) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Properties and Common Facilities against foreclosure of any such mortgage.

(c) The Association shall have the right to suspend the rights of any Member to enjoyment and use of the Common Properties and Facilities for any period during which any Assessment or other amount owed by the Member to the Association remains unpaid.

(d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Properties and Facilities, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for each and any infraction of such rules and regulations, including, without limitation, limitations on numbers of guests allowed for any Member at a given time.

(e) The Association shall have the right to assess and collect the Assessments provided for or contemplated herein and to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Common Properties or Facilities.

(f) The right of the resident owners or occupants of dwellings within any area of land from time to time owned by the Declarant or any affiliate of Declarant in the vicinity of but not within the Property, with Declarant's written authorization, on terms no more favorable to such users than then made available to the Members, to use the Common Properties, together with all Common Facilities now or hereafter located thereon. The right of Declarant to grant such use privileges is hereby reserved by Declarant.

(g) The Association shall have the right to dedicate, sell or convey all or any part of the Common Properties and Facilities, or interests therein, to any public agency, authority, or utility or any utility district, or to any third party whomsoever, for such purposes and subject to such conditions as may be agreed to by a vote of the Members as hereinbelow provided. No conveyance of Common Properties other than the granting of utility easements upon the Common Properties, shall be made without such Member vote. No such dedication or

conveyance (except granting of utility easements) shall be effective unless an instrument agreeing to such dedications or conveyance signed by Class A Members and Class C Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both such Classes of Members has been recorded.

(h) The Association shall have the right to use, rent or lease any part of the Common Properties and/or Common Facilities for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of residents in the Properties, and/or property owners outside the Properties, provided that any such lease or contract providing for use of Common Properties and Facilities by property owners outside the Property shall be approved, prior to being entered into, by an affirmative vote of Class A Members and Class C Members entitled to cast no less than two-thirds (2/3) of the aggregate of the votes of both such Classes of Members voting, in person or by proxy, at a meeting duly called for this purpose. Such an agreement may also be entered into unilaterally by Declarant on behalf of the Association and as its agent, without a meeting of the Members, so long as it controls two-thirds (2/3) of the aggregate votes of the Members in the Association and promptly reports such action in writing to the Association.

(i) The Association shall have the right, but not the obligation, to contract on behalf of all Assessable Tracts, for garbage and rubbish pickup, and to charge the Owner of each Assessable Tract for his pro rata share of the cost thereof, such pro rata share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such garbage and rubbish pickup. If the Association so elects, the charge to each Owner for garbage and rubbish pickup shall be in addition to or part of the Assessments described in Article III hereof.

(j) The Association shall have the right, but not the obligation, to contract on behalf of all Assessable Tracts, for security and/or emergency medical ambulance services, and to charge the Owner of each Assessable Tract for his pro rata share of the cost thereof, such pro rata share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such security and/or emergency medical ambulance service. If the Association so elects, the charge to each Owner for security and/or emergency medical ambulance service shall be in addition to or part of the Assessments described in Article III hereof.

Section 8. Lakes, Rivers and Other Water Bodies. No use of the rivers, ponds, streams, lakes or other bodies of water (including the Lakes) within the Common Property or owned by Declarant within the boundaries of the Property, if any, including, without limitation, swimming, boating, playing or use of personal floatation devices, shall be permitted without the prior approval of the Board (as to Common Property) or the Declarant (as to Declarant-owned property); 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 from time to time. No internal combustion engines shall be operated on any river, pond, stream or other body of water (including the Lakes) in the Common

Property, except by the Association (and/or Declarant, for so long as Declarant owns Property subject to this Declaration) for purposes of maintenance and irrigation and other purposes they deem necessary or appropriate. Notwithstanding the above, model boats with internal combustion engines may be operated during special events with the 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 (INCLUDING THE LAKES) WITHIN OR ADJACENT TO THE PROPERTY, AND EACH OWNER, BY ITS ACCEPTANCE OF A DEED TO ITS PROPERTY, RELEASES THE ASSOCIATION AND DECLARANT FROM ANY SUCH LIABILITY, WHETHER SUCH CLAIM OF LIABILITY IS BASED ON THE ALLEGED NEGLIGENCE OF THE ASSOCIATION OR OTHERWISE. No docks, piers or other structures shall be constructed on or over any body of water within the Property, except as may be constructed by the Declarant or the Association. Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns Property subject to this Declaration) may use and regulate the use of any rivers, ponds, streams, or other bodies of water (including the Lakes) within the Common Property for the irrigation of the Common 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, if any. The Declarant's rights under this Section shall be superior to the rights of the Association.

Section 9. **Enforcement of Declaration.** The Association and/or Declarant shall have the power and authority to enforce the terms and provisions of this Declaration by legal action or other means provided for herein.

ARTICLE III

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Building Plot owned within the Properties, hereby covenants, and each Owner of any Building Plot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (1) Base Annual Assessments, (2) applicable Neighborhood Assessments, if any, and (3) Special Assessments, such Assessments to be established and collected as provided in this Declaration. The Assessments assessed against each Lot and its Owner(s), together with interest, collection costs and reasonable attorney's fees relating thereto, shall be a charge on such Lot and shall be and are secured by a continuing contract lien hereby created by, and reserved and retained in favor of, the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, collection costs and reasonable attorney's fees, shall also be the personal obligation of the person or legal entity that was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but shall be secured by the above-referenced continuing lien on the Lot so transferred as security for the delinquent

obligation of the prior Owner, and may be enforced against such Lot notwithstanding any such conveyance.

Section 2. **Purpose of Assessments.** Except to the extent otherwise specifically set forth elsewhere in this Declaration, the Assessments levied by the Association shall be used exclusively to improve, beautify, maintain, manage and operate the Common Properties and Common Facilities, and to pay taxes and insurance premiums thereon, and to promote the recreation, health, safety, convenience and welfare of the Members, such benefits to include, by way of illustration but not limitation:

- (a) providing professional property and financial management for the Common Properties and funds of the Association;
- (b) providing patrol or watchman service;
- (c) providing service contractors to manage and maintain recreational facilities;
- (d) providing and maintaining lighting standards, fixtures and facilities which are within the jurisdiction of the Association;
- (e) providing and maintaining all mechanical and electrical fixtures, plumbing equipment and drainage systems for the Common Properties and Facilities;
- (f) fogging for insect control;
- (g) providing garbage and rubbish pickup;
- (h) maintaining the unpaved portion of, and any esplanades on, any street or right of way adjoining the Property or dedicated from time to time out of the Property;
- (i) maintaining landscaping and other improvements (including, without limitation walls, retaining walls, monuments, signage and irrigation systems) contained within esplanades and cul-de-sacs in any public streets located within the Property, or in any landscape reserves or easements held by the Association from time to time;
- (j) cleaning, maintaining, operating and repairing the Common Property, including, without limitation, the Lakes;
- (k) enforcing the provisions contained in this Declaration;
- (l) carrying out the special responsibilities of the Association in Private Street Neighborhoods pursuant to Article V hereof, subject to the limitations therein; and

(m) employing, at the request of the Modifications Committee and/or New Construction Committee, one or more architects, engineers, attorneys, or other consultants, for the purpose of advising such Committees in carrying out their duties and authority as set forth herein or, at the option of the Board of Directors of the Association, for the maintenance and/or improvement of the Common Properties or Facilities or for the benefit of the Members.

The foregoing uses and purposes are permissive and not mandatory, and the decisions of the Board of Directors of the Association shall be final as long as made in good faith and in accordance with the Bylaws of the Association and any applicable governmental laws, rules and regulations.

Section 3. **Initial Maximum Base Annual Assessment; Limits on Increases.** Until January 1 of the year immediately following the conveyance of the first Building Plot by Declarant to an Owner, the Board of Directors shall levy on each Assessable Tract and collect from the Owner thereof a Base Annual Assessment not to exceed SIX HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$625) for each Assessable Tract which is a Residential Lot and for each one-quarter acre (or major portion) of each Assessable Tract which is a Commercial Lot (or is deemed a Commercial Lot for Assessment purposes), which shall be due and payable as provided hereinafter; provided, however, that prior to the date on which a recreation/community center on Common Properties of the Association has been constructed and is operating, if ever, the Board may, in its sole judgment and discretion, establish the Base Annual Assessment at an amount less than the maximum rate specified above until it sees fit to raise the Base Annual Assessment to an amount not to exceed the applicable maximum Base Annual Assessment allowed by the terms of this Declaration. Anything contained herein to the contrary or seemingly to the contrary notwithstanding, the Base Annual Assessments provided for herein shall be payable by the Owners of each of the Building Plots comprising Assessable Tracts within the boundaries of the Properties, in the manner hereinafter set forth:

(a) From and after January 1 of the year immediately following the conveyance of the first Building Plot by Declarant to an Owner, the maximum Base Annual Assessment may be increased for that year and each year thereafter by not more than 15% of the maximum Base Annual Assessment allowed for the prior year (such percentage to be cumulative from year to year) by the Board of Directors without a vote of the Members.

(b) From and after January 1 of the year immediately following the conveyance of the first Building Plot to an Owner other than Declarant, the maximum Base Annual Assessment may be increased by an amount in excess of 15% in a given year (over the maximum Base Annual Assessment permitted in the prior year) by the vote or written assent of at least 51% of a quorum of the Members present and voting at a meeting thereof duly called and held for such purpose.

(c) The Board of Directors shall from time to time set, fix and levy the Base Annual Assessment at an amount not in excess of the maximum permitted herein.

The above limitations on Base Annual Assessments shall not apply to any assessments being collected by the Association and accruing under the Via Ranch Restrictions if and to the extent the Association has contracted with the VRCIA to collect such assessments on its behalf and shall not apply to limit the assessments that the Association can impose and collect on Merged Association Property in the event of a merger of the Association with another property owners association as contemplated in Article II, Section 4 hereof, to the extent the applicable Other Restrictions allow such additional assessments with respect to the Merged Association Property.

Section 4. **Special Universal Assessments for Capital Improvements.** In addition to the Base Annual Assessments authorized by Section 3 hereinabove, the Association may levy against the Assessable Tracts in any calendar year one or more assessments ("**Special Universal Assessments**") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, purchase, acquisition, repair, or replacement of a capital improvement of the Association, including necessary fixtures and personal property related thereto, but any such Special Universal Assessment must be approved by Members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of a quorum of Members present and voting at a meeting thereof duly called and held for such purpose. The Special Universal Assessment against every Assessable Tract shall be the same as the Special Universal Assessment against every other Assessable Tract.

Section 5. **Uniform Rate of Assessments.** The Association, by action of its Board of Directors, shall levy Base Annual Assessments against the Assessable Tracts to obtain funds reasonably anticipated to be needed for purposes stated in Section 2 of this Article III, including reasonable reserves for contingencies and for capital improvements, replacements, and repairs; provided, however, that the Base Annual Assessments shall be levied on a uniform basis across all Assessable Tracts as follows:

- | | | |
|-----|---|------|
| (a) | Building Plots owned by Declarant,
its designated successors and assigns - | None |
| (b) | Building Plots conveyed by Declarant to builders
or any person or entity for any purposes,
including construction of a Living Unit thereon - | 100% |
| (c) | Building Plots containing completed or partially
completed Living Units owned by individual (including
corporate or other legal entity) homebuyers - | 100% |
| (d) | Building Plots which are Commercial Lots or acreage
tracts (residential or commercial) conveyed by
Declarant to any third party (whether investor,
developer or operator), whether or not improved - | 100% |

As to any portion of the Property comprised of a Platted reserve or raw acreage tract, if any part of the contiguous land comprising that tract would qualify as an Assessable Tract hereunder, the entire reserve or raw acreage tract shall comprise an Assessable Tract hereunder and no separation of ownership into affiliated entities and no subdivision Platting of a portion of such reserve or tract in a manner that a portion thereof does not separately meet the definition of Assessable Tract(s) shall ever be deemed to cause such affiliate-owned land or separately Platted segment to become a non-Assessable Tract for purposes hereof. If, however, a Lot which would not separately qualify as an Assessable Tract as herein defined is sold by Declarant to any third party prior to such Lot separately meeting the criteria for being an Assessable Tract as defined herein, with Declarant retaining responsibility for bringing streets and utilities to such Lot as required by the criteria for an Assessable Tract as herein defined, such Lot shall not become an Assessable Tract until such time as such Lot separately meets the criteria for an Assessable Tract as herein defined. The purpose of the second preceding sentence hereof is to prevent an Owner (other than Declarant) from changing a portion of an Assessable Tract into a non-Assessable Tract by Platting or conveyance to an affiliate when control over bringing streets and/or water and sewer service to the interior tract(s) is within the control of the Owner of that tract or its affiliate.

Section 6. **Neighborhood Assessments.** Each Neighborhood, which is designated as such by Declarant in the Supplemental Declaration that designates such area as a separate Neighborhood and/or that brings such Property within the jurisdiction of the Association, shall be subject to additional Assessments as follows (collectively, the "**Neighborhood Assessments**"):

(a) Every Lot in each Neighborhood shall be subject to the Neighborhood Assessment, if any, specified, authorized or contemplated in such Supplemental Declaration to defray the costs of additional services and/or amenities to be provided by the Association that primarily or exclusively benefit the Owners of Lots within that Neighborhood, and/or necessary because of such Neighborhood being a Private Street Neighborhood as defined in Article V hereof (except assessments to cover costs referenced in Sections 4(d) of Article V) ("**General Neighborhood Assessments**"); and

(b) Upon a vote of the Owners of eighty percent (80%) of the Lots within a Neighborhood (whether such vote is at a meeting of the Members or by written vote of the Members in the Neighborhood in question, so long as the eighty percent (80%) who voted in favor are Owners in that Neighborhood at the time the last vote counted toward the eighty percent (80%) amount is cast), such Owners may elect for their Neighborhood to have the Association provide services or amenities in excess of those being provided to all Neighborhoods and those specifically provided for in any Supplemental Declaration applicable to such Neighborhood, or upon a vote of the Owners in a Private Street Neighborhood to authorize a capital expenditure under Section 4(e) of Article V hereof, whereupon a Neighborhood Assessment in that particular Neighborhood shall be made as contemplated herein or therein. Neighborhood Assessments under this paragraph (b) are called "**Special Neighborhood Assessments.**"

Upon proper election by the Owners in a Neighborhood to authorize a Special Neighborhood Assessment, all Owners in that Neighborhood shall be assessed an annual Neighborhood Assessment based on the cost of the additional services and amenities, on a uniform basis within such Neighborhood; provided, however, that Special Neighborhood Assessments made pursuant to Section 4(e) of Article V shall be due on such schedule as is established in the authorization petition or, if not specified therein, on such schedule (including a lump sum payment) as the Association shall determine. Owners in the Neighborhood who do not vote or who vote against such Special Neighborhood Assessment shall not be exempt from such Neighborhood Assessment, whether by their election not to participate in the supplemental services or otherwise. Nothing in this Declaration prohibits the Board of Directors from levying a different Neighborhood Assessment rate to the separate Neighborhoods. General Neighborhood Assessments shall not be combined with Base Annual Assessments for purposes of determining the maximum permissible Base Annual Assessment under Section 3 hereof, nor separately be subject to the limitations of Section 3 of this Article.

Section 7. **Declarant Assessment Liability.** As long as there is a Class C Membership, no Lot owned by Declarant shall be subject to Assessments under this Declaration or any Supplemental Declaration and Declarant shall be responsible only for any shortfall in the accounts of the Association to carry out its critical functions contemplated hereby, but only in the event that the maximum Base Annual Assessments chargeable under the provisions of Article III, Section 3 of this Declaration, are insufficient to cover the actual costs of maintaining the Properties in accordance with the provisions of Article VIII of this Declaration. If financial shortfalls can be reduced before Declarant's subsidy by a reduction in excess or non-life threatening services, such as trash removal, then those services may (and, if requested by Declarant, shall) be reduced to enable the Association to operate within its budget under the constraints of the limitations of Section 3 of this Article III and with the least possible subsidy from Declarant. Declarant may at any time by express written instrument recorded in the Real Property Records of Fort Bend County, Texas, release its rights under this Section from and after the date of recordation thereof (or any later date specified therein), and thereafter pay only Assessments due against its Assessable Tracts in the same manner and to the same extent as any other Owner.

Section 8. **Commencement of Base Annual Assessments; Due Dates.** Subject to the provisions of Section 5 of this Article, the Base Annual Assessments provided for herein shall commence on each Assessable Tract on September 1, 1997; provided, however, that the Base Annual Assessments shall not commence with respect to any Lot or Building Plot until such Lot or Building Plot becomes an Assessable Tract as defined herein. The Base Annual Assessment on each Assessable Tract for the first year of such Assessment shall be due and payable on the day a Lot or Building Plot becomes an Assessable Tract, and shall be pro rated for that year. After the first year, the Base Annual Assessment on such Assessable Tract for each such subsequent calendar year shall be due and payable on the first day of January in said year.

Section 9. **Commencement of Neighborhood Assessments and Special Universal Assessments.** Following the creation of a Neighborhood Assessment specific to a particular Neighborhood in excess of the Base Annual Assessments (whether created or authorized by Supplemental Declaration filed by Declarant or by vote of the Neighborhood Owners), the share thereof of each Owner in such Neighborhood shall be levied and collected by the Association on an annual basis in the same manner as Base Annual Assessments (except as provided for Special Neighborhood Assessments pursuant to Section 4(e) of Article V). Any Neighborhood Assessment authorized or created in a Supplemental Declaration filed by Declarant for that Neighborhood shall commence as to each Lot in that Neighborhood when such Lot becomes an Assessable Tract as herein defined, and the first payment shall be a pro rated payment for the balance of the calendar year during which such Lot becomes an Assessable Tract, due upon invoicing by the Association. In the case of Neighborhood Assessments created or authorized by a vote of the Owners in the Neighborhood, the first Neighborhood Assessment shall be for the partial calendar year remaining after the commencement of the supplemental services. After the year of commencement of an Neighborhood Assessment with respect to a particular Lot, Neighborhood Assessments shall be payable in advance for each calendar year on the first day of January of such year. The due date of any Special Universal Assessment under Section 4 of this Article shall be fixed in the resolution of the Members of the Association authorizing or approving such Special Universal Assessment or, if not so specified, then as determined by the Board.

Section 10. **Common Properties Exempt.** All Common Properties as defined in Article I, Section 5, and all portions of the Property owned or otherwise dedicated to any political subdivision or municipal utility district (excluding portions of public or private utility easements located upon or within the boundaries of Lots, which shall not be exempt), shall be exempt from the Assessments and liens created, reserved and/or contemplated herein.

Section 11. **Duties of the Board of Directors.** The Board of Directors of the Association shall determine the amount to be levied as the Base Annual Assessment and Neighborhood Assessments against each Assessable Tract for each calendar year, subject to the criteria and limitations set out in Sections 3, 5 and 6 of this Article. The Board of Directors of the Association shall cause to be prepared a roster of the Assessable Tracts showing the amount of each Assessment, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall upon demand at any time furnish to any Owner a certificate in writing signed by an officer or agent of the Association setting forth whether or not there are any unpaid Assessments against said Owner's Lot or Lots. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.

Section 12. **Effect of Non-Payment of Assessments; Remedies of the Association; Liens Securing Assessments.** Any Base Annual Assessment, Neighborhood Assessment or Special Assessment not paid within thirty (30) days after the due date shall bear interest at the maximum per annum ceiling rate allowed by applicable usury laws from the due date until paid or, if there is no maximum lawful rate applicable to such transaction, then at the rate of eighteen

percent (18%) per annum (such applicable rate being herein called the "**Default Rate**"). The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Building Plot, or pursue both such remedies to the extent not mutually exclusive. Interest, court and other collection costs and attorney's fees incurred in any such action shall be added to the amount of such Assessment or charge. Each such Owner, by his acceptance of a deed to a Building Plot, hereby expressly vests in the Association, or its agents, the right and power (i) to bring all actions against such Owner personally for the collection of such charges as a debt, and (ii) to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002, Tex. Prop. Code Ann. (Vernon 1983), and such Owner hereby expressly grants to the Association a private power of sale in connection with said lien. The contract lien provided for in this Declaration shall be in favor of the Association. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Building Plot.

Section 13. **Subordination of the Lien to Mortgages.** The lien securing any Assessment provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the Building Plot subject to the Assessment for the purpose of securing indebtedness incurred to purchase or improve such Building Plot; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Building Plot pursuant to a decree of foreclosure or a foreclosure by trustee's sale under a deed of trust. Such sale or transfer shall not relieve such Building Plot from liability for any Assessment thereafter becoming due, nor from the lien securing any such subsequent Assessment. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board of Directors, may voluntarily subordinate the lien securing any Assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine. No such voluntary subordination shall be effective unless given in writing by the Association upon a vote of the Board of Directors.

Section 14. **Exempt Property.** The Assessments and liens created in this Article III shall apply only to Assessable Tracts. The remainder of the Properties shall not be subject thereto nor shall the Owners of Lots which are not Assessable Tracts (except Declarant) be entitled to the rights granted to Members in the Association.

ARTICLE IV

NEW CONSTRUCTION COMMITTEE AND MODIFICATIONS COMMITTEE

Section 1. **New Construction Committee; Tenure.** The Declarant shall initially appoint a New Construction Committee, consisting of not less than three (3) members, who need not be Members of the Association. The persons serving on the New Construction Committee, or their successors, shall serve until such time as all Lots subject to the jurisdiction of the Association shall have completed Living Units or Commercial Units constructed thereon, at

which time the New Construction Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. In the event undeveloped land is annexed into the Association after resignation of the original New Construction Committee, the Board of Directors may appoint a replacement New Construction Committee to act with the authority and purpose of the original New Construction Committee with respect to new construction, for such a term as the Board may designate, and subject to the Board's continuing right to remove members thereof and fill vacancies in such Committee. In the event of the death or resignation of any person serving on the New Construction Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors (unless same occurs during the Declarant control period specified in Section 2 hereof, in which event Declarant shall make such appointment), who shall have all of the authority and power of his or their predecessor(s). A majority of the New Construction Committee may from time to time designate someone serving on the Committee to act for it as the Designated Representative. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article IV. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to such Committee.

Section 2. **Rights of the New Construction Committee.** The Declarant reserves the right to control and direct the New Construction Committee (including the making of all appointments thereto and removing any member thereof) for a period of fifteen (15) years from the date of the recording of this initial Declaration. At the time when future properties are annexed into this Declaration and the jurisdiction of the Association, if ever, the term of the members of the New Construction Committee will extend no less than ten (10) years from the date of the recordation of the annexation document (i.e., the Supplemental Declaration), and Declarant's control of the New Construction Committee shall continue throughout that extended term.

Should the Declarant decide to relinquish control of the New Construction Committee prior to the expiration of the control period stated above, it may do so by notifying the Board of Directors of the Association in writing thereof and causing all its members to resign with a minimum of thirty (30) days' prior written notice to the Board.

The New Construction Committee shall have the right to develop, adopt and from time to time revise "Architectural Control Guidelines" (herein so called) for use in the review and approval of construction and improvement projects. The New Construction Committee may adopt separate Architectural Control Guidelines for Commercial Lots and separate Architectural Control Guidelines for Residential Lots. No Owner shall be required, in connection with its initial construction of improvements on its Lot, to comply with amendments or supplements to the Architectural Control Guidelines first published after the date of the New Construction Committee's approval of that Owner's plans and specifications for its initial improvements; provided, however, that in the event the Owner alters or modifies its plans in any manner so as to affect any improvements which are visible from the exterior of the building, or requires a

variance not previously sought, then, upon the Owner's request for the New Construction Committee's approval of such change or for such variance, the New Construction Committee may require that the Owner cause its plans and specifications to be revised so as to be in full compliance with the revised Architectural Control Guidelines as then in existence as amended.

Section 3. **Modifications Committee.** The Board of Directors is authorized to establish a Modifications Committee whose responsibility it will be to set standards, review and act upon all proposed modifications of improvements to those Lots where the Living Units or Commercial Units have been constructed and sold and are owned by someone other than the Declarant, its successors or assigns, or a Builder (hereinafter defined). This Committee will also act in the place of the New Construction Committee with respect to new improvements first submitted to the Association for approval after the New Construction Committee is disbanded. This Committee will be comprised of no fewer than three (3) members with at least two (2) members required to be Members of the Association. The Modifications Committee will be governed by the Board of Directors and shall adhere to all the provisions set forth in this Declaration.

The Modifications Committee shall promulgate standards and procedures governing its area of responsibility and practice, and may adopt separate standards and procedures governing modifications and alterations on Commercial Lots and modifications and alterations on Residential Lots. In addition thereto, the following requirements shall be adhered to: plans and specifications showing the nature, kind, shape, color, size, materials and location of such modifications, additions or alterations, shall be submitted to the Modifications Committee for approval as to quality of workmanship and design and harmony of external design with existing structures on and off the Lot in question, and as to location in relation to surrounding structures, topography and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel or to paint or otherwise alter the interior of a Living Unit or Commercial Unit, except that interior modifications and alterations (including painting) in portions of Commercial Units which are visible from a public street (except offices or portions of the interior of a building the windows of which are treated with full-cover drapes or blinds) shall require approval of the Modifications Committee.

Section 4. **General.** All Property which is now or may hereafter be subjected to this Declaration is subject to architectural and environmental review as provided in this Declaration prior to any construction of improvements on any Lot. No Living Unit, Commercial Unit or other improvements (including, without limitation, garages, swimming pools, streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary and flagpoles, but excluding interior improvements not readily visible from a public street outside the structure) shall be constructed on any Lot, nor shall any such Living Unit, Commercial Unit or other improvements (excluding interior improvements not readily visible from a public street outside the structure) on any Lot be modified or altered, without the prior written approval of the relevant Architectural Committee. This review shall be in accordance with this initial Declaration (as amended), any relevant Supplemental Declaration(s) (as amended), and such standards as may be promulgated by the Board, the New Construction Committee, or the

Modifications Committee (subject to review by the Board), and such review and standards shall or may include, without limitation: general aesthetic character of improvements to be constructed so as to ensure harmony and compatibility of improvements within the Property; placement, orientation and location of improvements on a Lot in a manner so as to be aesthetically and functionally compatible with improvements on or to be constructed on other Lots in the Property; landscaping species, location, number and arrangement; exterior architectural style (to ensure compatibility with other improvements in the Property); elevations; grading plan; color, quality, style and composition of exterior materials, including, without limitation, roofs, walls, patios, sidewalks and driveways; location, style, composition and extent of fencing; roof line and orientation; parking spaces, driveway orientation, location and number of curb cuts and parking access controls, so as to ensure a smooth flow of traffic, adequate parking and safe traffic patterns; and appropriateness of permitting any proposed structures or improvements other than the main buildings, garages, driveways and parking areas, such as fountains, flagpoles, statuary, outdoor lighting, or others, neither Architectural Committee being obligated under any circumstances to approve any such other improvements if they determine that same would detract from the overall aesthetic quality of the area. Any obligation of Declarant to enforce provisions relating to historic preservation shall become the responsibility of the Association and the Committees created in this Article shall ensure compliance therewith. The Board of Directors shall have the right and power on behalf of the Association to enforce in courts of competent jurisdiction decisions of either Architectural Committee. Neither Architectural Committee is constrained to set as a minimum standard or guideline for any matter subject to its jurisdiction or review hereunder any minimum legal requirements or standards established by applicable or non-applicable law, ordinance, rule or regulation of any federal, state or local governmental authority or agency covering the same or similar subject matter.

Section 5. Submissions to New Construction Committee. To secure the approval (the "**Final Approval**") of the New Construction Committee, an Owner shall deliver to the Committee in form and substance reasonably satisfactory to the Committee the number of complete sets hereinafter set forth of:

(a) The "Design Development Plan" (herein so called) which shall include:

(i) a site plan showing the location, dimensions and orientation to boundary lines and applicable set-back lines of proposed buildings, garages, other structures, driveway, sidewalks, fencing and all other contemplated improvements;

(ii) design elevation of, and a core plan for, and description of the foundation, height and size of, each structure to be built, including a certified calculation of (A) the living area of each Living Unit to be constructed thereon, and (B) the gross square footage of building area and commercial rentable square footage of each structure comprising a Commercial Unit; and

(iii) a description and sample of the exterior materials proposed for each different exterior area of each structure.

(b) In the case of a Residential Lot, an "Exterior Plan" (herein so called) which shall contain drawings and details of all exterior surfaces, including the roof, showing elevations and the color, quality and type of exterior construction materials, or, in the case of a Commercial Lot, detailed construction drawings and specifications for all proposed improvements;

(c) A "Landscaping Plan" (herein so called), which will include species, layout, location, size and configuration of all proposed landscaping and landscaping materials, detailing the proposed use and treatment of all portions of the Lot that are not to be covered by sod, structures, or sidewalk or driveway paving; and

(d) All such other information as may be reasonably required which will enable the New Construction Committee to determine the location, scale, design, character, style and appearance of such Owner's intended improvements.

All of the foregoing (collectively, as originally submitted and as revised and resubmitted, the "Plans") shall conform to the applicable provisions of this Declaration. The Owner shall supply the New Construction Committee with number of sets of Plans, not to exceed three (3), as deemed appropriate by the Committee (which may be set forth in the Architectural Control Guidelines). With regard to Residential Lots, a builder may presubmit for approval a number of sets of plans identified by number or letter as particular standard Living Unit designs ("Standard Residence Design Plans"), and the New Construction Committee may approve those plans subject to its further approval of placement thereof on a given Lot and placement within the Property and approval of any detail not shown or where alternates are shown. If such Standard Residence Design Plans are so conditionally approved, the builder may thereafter submit proposed construction to the New Construction Committee for a given Residential Lot by reference to one of the conditionally preapproved Standard Residence Design Plan types, plus (i) where there are alternates provided for in the Standard Residence Design Plans (or no detail given), information regarding what alternates are being selected for such Lot, (ii) a site plan layout showing the orientation of the structures, drives and other exterior improvements on the particular Lot in question, (iii) a Landscaping Plan for the Lot to the extent not specified in the Standard Residence Design Plans or not being followed on the particular Lot, and (iv) any proposed deviation from the Standard Residence Design Plan for the particular type, if any.

Where an Owner has neglected to submit a full set of required Plans for approval, failure of the New Construction Committee to exercise the powers granted by this Article IV shall never be deemed a waiver of the right to do so either before or after a building or other improvement in the Properties, or any exterior addition to or alteration therein, has been completed.

Where not otherwise specified herein or in an applicable Supplemental Declaration, the New Construction Committee also shall have the right to specify requirements for each Building Plot as follows: minimum setbacks; impervious cover restrictions, driveway access to adjacent street; the location, height and extent of fences, walls or other screening devices; garage access; and the orientation and placement of structures with respect to streets, walks and structures on adjacent property. There shall be no chain link fencing except as may be utilized by builders

with the approval of the New Construction Committee for temporary storage of building materials and supplies during the construction phase. No roofing materials shall be allowed other than composition roofing and, in the discretion of the relevant Architectural Committee on a case-by-case basis, other aesthetically attractive roofing material, which shall meet standards prescribed by the relevant Architectural Committee. The surface materials used in the construction of driveways and front sidewalks will consist solely of concrete and/or brick unless otherwise approved by the New Construction Committee and/or the Modifications Committee, as the case may be. The New Construction Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed (or imposed in any applicable Supplemental Declaration) or meet its minimum construction requirements or architectural design requirements as set forth in the relevant Development Guidelines, or that might not be compatible, in its judgment, with the overall character and aesthetics of the Properties.

The New Construction Committee has the full authority to enforce additional restrictions as they are created against any Building Plots within a specific Neighborhood, as imposed pursuant to any Supplemental Declaration. Such restrictions will be more clearly defined in Supplemental Declarations filed by Declarant in the Real Property Records of Fort Bend County, Texas, creating and/or annexing each Neighborhood within the Properties.

Section 6. Time for Review of Plans. Upon submission by the Owner to the New Construction Committee or the Modifications Committee of a written request for Final Approval and the (in the case of new construction) submission to the New Construction Committee of the Design Development Plan or the Plans (as applicable, and in either case, the "Submitted Plans"), or other plans to the Modifications Committee, each Committee shall endeavor to review same within thirty (30) days from receipt of plans and notify Owner in writing whether the Submitted Plans are approved or disapproved. Committees, as required, shall approve the plans if such plans do not violate this Declaration (including the requirements of any applicable Supplemental Declaration, if any) or the guidelines and criteria from time to time existing and established by the Committees, and are consistent with their judgment on aesthetic compatibility of the proposed improvements with other portions of the Properties and/or improvements thereon. Any such disapproval shall set forth the specific reason or reasons for such disapproval. Any failure by the New Construction Committee to approve or disapprove the Submitted Plans in writing within such thirty (30) day period shall not constitute a waiver of the requirements of this Declaration or constitute the Committee's approval. No construction of the improvements provided for in the Submitted Plans (including those resubmitted under Section 7 of this Article) shall be commenced until the receipt of the Committee's written approval of the Plans for such improvements. However, in the event the Modifications Committee fails to either (i) approve or disapprove Plans submitted to it, or (ii) request additional information reasonably required, within thirty (30) days after submission, the Plans for modifications shall be deemed approved.

Section 7. Review of Revised Plans. If the New Construction Committee shall disapprove any part of the Submitted Plans, the Owner may revise the Submitted Plans to incorporate such change(s) requested by the New Construction Committee and may deliver the

required number of complete sets of revised Submitted Plans to the New Construction Committee and the New Construction Committee shall endeavor to review such revised Submitted Plans within thirty (30) days to determine Owner's compliance with the New Construction Committee's requested changes.

Section 8. **Changes in Approved Plans.** An Owner shall secure the written approval of the New Construction Committee to any material change or revisions in approved Plans in the manner provided in this Article for the approval of Plans.

Section 9. **Variances.** The New Construction Committee (or, subsequent to its existence, the Board) may authorize variances from compliance with any other of the architectural provisions of this Declaration and/or the applicable Architectural Control Guidelines, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may, in the Committee's judgment and discretion, require. The Committee's decision on a requested variance shall be final, conclusive and binding. Such variances must be evidenced in writing, must be signed by at least a majority of the New Construction Committee (or Board, as applicable), and shall become effective upon their execution. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred so long as the Lot in question complies with the restrictions, limitations and conditions stated in such variance. Variances shall be strictly and narrowly construed, and no granting of a variance shall be construed as being broader or less restrictive than its plain wording. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Architectural Control Guidelines for any purpose except as to the particular provision hereof covered by the variance, and shall only constitute a waiver or variance for the particular Lot for which it is issued and is not transferrable. Neither shall the granting of such variance affect in any way the Owner's obligation to comply with all governmental laws and regulations.

Upon the recommendation of the Modifications Committee, the Board of Directors may authorize variances, as stated above, with regard to modifications or alterations within its jurisdiction. Such Modifications Committee's variances must be evidenced by a written instrument signed by a majority of the Board of Directors and a majority of the Modifications Committee. **UNDER NO CIRCUMSTANCES SHALL THE NEW CONSTRUCTION COMMITTEE, MODIFICATIONS COMMITTEE OR BOARD EVER BE COMPELLED (BY COURT ORDER OR OTHERWISE) TO GRANT A VARIANCE UNDER THE PROVISIONS OF THIS SECTION 9.**

Section 10. **Approved General Contractors** No construction of a building, structure, fence, wall, or other improvement shall be commenced on a Commercial Lot until the general contractor to perform such construction shall have been approved in writing by the New Construction Committee, which approval shall not be unreasonably withheld. In the event the Committee fails to approve or disapprove a general contractor within thirty (30) working days

after such contractor's name is submitted to it, approval will not be required, and the provisions of this Section 10 will be deemed to have been fully satisfied.

Section 11. **No Liability.** Neither Declarant, the Association, Board of Directors, the New Construction Committee or Modifications Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Building Plot affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, including specifically, but without limitation, consequences of any delay or any defect in any plans or specifications. Every person who submits plans or specifications to the New Construction Committee or Modifications Committee for approval agrees, by submission of such plans and specifications, and every Owner agrees, that he will not bring action or suit against Declarant, the Association, the Board of Directors, the Committees, or any of the members thereof to recover any such damages.

Section 12. **Rules and Regulations.** The New Construction Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

ARTICLE V

PRIVATE STREET NEIGHBORHOODS

Section 1. **Private Street Neighborhoods Defined.** If any Neighborhood in the Property is platted to contain private streets (the area included in such subdivision plat being herein called a "**Private Street Neighborhood**"), then the provisions of this Article V shall control the use, maintenance, repair and replacement of such streets and related gate access, guard house and similar facilities in such Private Street Neighborhood. Notwithstanding the foregoing, no Commercial Lot included in any such subdivision plat containing private streets shall constitute part of the Private Street Neighborhood unless such lot has no public street access other than by access across the Private Street Easement(s) in that platted subdivision.

Section 2. **Definitions.** The following terms shall have the following definitions:

(a) "**Private Street**" shall mean the private street and private drive areas as described in the Plat of such Neighborhood, and any related curbs, gutters, lighting standards and fixtures and/or other facilities, including without limitation, any Subdivision Access Facilities constructed by Declarant or the Association within the Private Street Easement.

(b) "**Private Street Easement**" shall mean and refer to the area shown within the boundaries of any subdivision in the Property which is designated on the subdivision plat of that subdivision as a "private street."

(c) **"Private Street Facilities"** shall mean and refer to all existing and subsequently provided improvements upon or within the Private Street Easement, except those as may be expressly excluded herein.

(d) **"Subdivision Access Facilities"** shall mean (i) any controlled access gate, guardhouse and any other access limiting structure or device, and (ii) any fences, freestanding fence type walls, hedges, gates, gateposts, subdivision identification signs and related improvements which are constructed or maintained by Declarant or the Association within the Private Street Easement or any Subdivision Service Easement.

(e) **"Subdivision Service Easement"** shall mean any area designated in the Plat of such Private Street Neighborhood, or by separate instrument recorded by Declarant, as a Common Area reserve or easement to be conveyed to the Association for maintenance of a perimeter subdivision fence or wall around all or a portion of such Neighborhood, and all other areas designated by Declarant or the Association for use as to any Subdivision Access Facilities as provided in Article IV.

Section 3. **Perpetual Easement of Access and Enjoyment.** Subject to the other provisions and restrictions herein, every Owner of a Lot in a Private Street Neighborhood, and such Owner's family, shall have and is hereby granted a perpetual non-exclusive common right and easement of enjoyment in the Private Street Easements and Private Street Facilities located in that Private Street Neighborhood for the purposes for which such facilities are designed, and a right to obtain access thereto through any controlled access Subdivision Access Facilities, and such rights and easements shall be appurtenant to and shall pass with the title to every Lot in the particular Private Street Neighborhood. The guest, invitees and visitors of each Owner of a Lot in the particular Private Street Neighborhood shall have access to the Private Street Easements and Private Street Facilities in that Private Street Neighborhood subject to such system of regulation of access by telephone call-through facilities, key-pad access facilities or other access regulation facilities as may be established from time to time as herein provided. The rights and easements of enjoyment created hereby in favor of the Owners in a Private Street Neighborhood shall be subject to the rights and easements now existing or hereafter created in favor of Declarant or others as referred to or provided for in this Declaration, and shall also be subject to the rights of the Association as set forth in Sections 4 and 7, below. Nothing in this Declaration shall be construed to grant any easement in or to the Private Street Easements, Private Street Facilities, Subdivision Service Easements or Subdivision Access Facilities in any Private Street Neighborhood to any Owner or Member who does not own a Lot in the particular Private Street Neighborhood.

Section 4. **Additional Powers, Duties and Authorities of the Association in Private Street Neighborhoods.** In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for in this Declaration, and without limiting the generality hereof, the Association shall also discharge those functions necessary to the general upkeep, maintenance, repair and replacement of the Private Street Facilities and the Subdivision Access Facilities. The Board of Directors of the Association shall be empowered

to oversee the activities of the Association and may take whatever lawful action that the Board, in its sole discretion, deems necessary to provide for the upkeep, maintenance, repair and replacement of the Private Street Facilities and the Subdivision Access Facilities and to enforce this Declaration for the common benefit of all or some of the Members of the Association. All rights of the Association herein and hereunder are vested in its Board of Directors unless specifically reserved to Declarant or a vote of the Members herein. The responsibilities of the Association with regard to the Private Street Facilities and Subdivision Access Facilities shall include, without limitation:

(a) The Association, subject to the rights of the Owners in the Private Street Neighborhood as set forth in this Declaration, shall be responsible for the exclusive management and control of the Private Street Facilities and the Subdivision Access Facilities and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof. The Association shall have the right to establish and regulate a limited access gate and such other security oriented systems and procedures as it may determine, to issue, charge for, and require as a condition of entry to the Private Street Facilities, such identification cards, passes, keys, or similar devices as the Board may from time to time determine, and to limit the number of guests of Owners and Occupants who may use the Private Street Facilities and the Subdivision Access Facilities.

(b) The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property deemed necessary in connection with the operation, maintenance and repair of the Private Street Facilities and Subdivision Access Facilities in any Private Street Neighborhood as contemplated herein. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Private Street Neighborhood, conveyed to it by the Declarant for use as Private Street Easements, Subdivision Service Easements, Private Street Facilities and/or Subdivision Access Facilities. All land conveyed to the Association as Common Area for Private Street Facilities or Subdivision Access Facilities shall be free of all liens and other similar encumbrances.

(c) Notwithstanding anything contained in this Declaration to the contrary, Declarant, and the Association upon its succeeding to Declarant's rights, shall have the right, power and authority to dedicate to any public or quasi-public authority, streets and esplanades situated in the Private Street Easements and thereupon to terminate the effect of this Section 8 in such Private Street Neighborhood; provided, however, that no such dedication shall occur unless (i) under threat of condemnation, or (ii) with a vote of Owners in the Private Street Neighborhood holding fifty-one percent (51%) or more of the votes of Owners in the Private Street Neighborhood in which the public dedication of streets is to occur. Such dedication and acceptance thereof shall not prohibit the Association from maintaining the land and facilities located within dedicated areas, but upon such dedication all costs relating thereto shall be deemed general costs of the Association and not Special Neighborhood Assessments of just the owners in the former Private Street Neighborhood.

(d) All costs of any services to be paid by the Association as hereinabove provided with respect to a particular Private Street Neighborhood shall be paid out of the Association's general maintenance fund but shall be assessed only against the Owners in the particular Private Street Neighborhood in which the services were provided, as a General Neighborhood Assessment.

(e) Notwithstanding the foregoing, however, no capital replacement of any portion of any Private Street Facility in any Private Street Neighborhood shall be performed (as opposed to patching, repairing and maintaining the surface of such streets), and no capital replacement or capital improvement to any Subdivision Access Facility in any Private Street Neighborhood, shall be undertaken except with a prior vote or petition of the Owners holding sixty-six and two-thirds percent (66-2/3%) or more of all the votes of Owners in such Private Street Neighborhood. Upon the Association's receipt of written evidence of such vote or petition (which in either case shall be signed by all Owners voting in favor thereof), the Association will proceed with such capital replacement or improvement and assess the cost thereof to the Owners in such Private Street Neighborhood as a Special Neighborhood Assessment. For purposes hereof, any repair or replacement of Private Street Facilities or Subdivision Access Facilities that, in a single project or series of related projects would cost in excess of \$5,000.00 per Lot in such Private Street Neighborhood will be considered a capital replacement for purposes of this provision, and any betterment or addition to the Subdivision Access Facilities will be deemed a capital improvement thereto.

Section 5. **Exemption of Certain Areas and Facilities from Assessment Liability.** All Private Street Easements, Private Street Facilities, Subdivision Service Easements and Subdivision Access Facilities shall be exempt from the Assessments and liens created, reserved and/or contemplated in this Declaration (whether such Assessments are particular to the Private Street Neighborhood or otherwise).

Section 6. **Easement for Police, Mail and Emergency Access.** In each Private Street Neighborhood, as and when the same is platted, an easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Private Street Facilities and Subdivision Access Facilities in the performance of their duties. An easement is also specifically granted to the United States Post Office, its agents and employees to enter upon any portion of the Property in performance of mail delivery or any other United States Post Office services. Further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Private Street Facilities and Subdivision Access Facilities to render any service or perform any function contemplated herein.

Section 7. **Declarant and Association Access Easements.** An easement is hereby granted to Declarant and to the Association, and their respective officers, agents, employees and management personnel to enter in or cross over any Private Street Facilities and Subdivision Access Facilities and/or the Lots to render any service or to perform any maintenance which the Association is permitted or required to provide or perform under this Declaration, including

work permitted under Article III, and all work necessary to construct, maintain, repair, replace and operate the Private Access Facilities; and by virtue of said easement to do all things reasonably necessary to provide services or perform maintenance.

Section 8. Responsibilities of Association and Private Street Neighborhood Owners for Utility Costs, Taxes and Insurance Costs. The Association shall have the following responsibilities regarding utility bills, taxes and insurance for the Private Street Facilities and Subdivision Access Facilities:

(a) The Association shall pay as a common expense of all Owners in the Private Street Neighborhood, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Private Street Facilities and the Subdivision Access Facilities or any part thereof.

(b) The Association shall render for taxation and, as part of the common expenses of all Owners in the Private Street Neighborhood, shall pay all taxes levied or assessed against or upon the Private Street Facilities and the Subdivision Access Facilities and the improvements and the property appertaining thereto.

(c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners in the Private Street Neighborhood, a blanket property insurance policy or policies to insure the structures and facilities, if any, comprising the Private Street Facilities or the Subdivision Access Facilities and the contents thereof, against the risks of loss or damage by fire and other hazards as are covered under standard extended or all-risk coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided with respect to a particular Private Street Neighborhood shall be paid out of the maintenance fund but shall be assessed only against the Owners in particular Private Street Neighborhood to which they relate, as a Neighborhood Base Annual Assessment.

Section 9. Adoption of Special Rules and Regulations by Owners in Private Street Neighborhoods. In addition to the rulemaking authority of the Association, the Owners of Lots in a Private Street Neighborhood shall be entitled, upon a vote of sixty-six and two thirds (66-2/3) percent or more of the votes of Owners in that Private Street Neighborhood, to adopt rules and regulations governing the use of the Private Street Facilities, Private Street Easements and Subdivision Access Facilities in their Private Street neighborhood, and the Association, through its Board of Directors, will be empowered to enforce the same upon the appropriate number of Owners in such Private Street Neighborhood having signed and delivered such rules to the Association. Such rules and regulations must be consistent with the rights and duties established by this Declaration and any subsequent supplemental declarations. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Lot (and improvements

located thereon), suspension of the right to vote, and, except as to ingress and egress upon the Private Street Easements and Private Street Facilities, suspension of the right to receive services contracted for through the Association. In addition, the Board shall have the power (but not the obligation) to seek relief in any court for violations or to abate unreasonable disturbance.

Section 10. **Non-Liability of Association and Declarant for Security.** If Subdivision Access Facilities exist or are provided from time to time in a particular Private Street Neighborhood, including devices or services intended to or which may have the affect of limiting or controlling access to the Private Street Facilities and Private Street Easements and the Lots in the Private Street Neighborhood, or providing patrol services, video cameras or otherwise monitoring activities within the Private Street Subdivision, and may from time to time provide information through newsletters or otherwise regarding same (all such Subdivision Access Facilities herein referred to as "**Security Services and Facilities**"). Without limitation of any other provision of this Declaration, each Owner and Member and their Occupants, family, guests and invitees, covenant and agree with respect to any and all Security Services and Facilities provided directly or indirectly by the Association as follows:

(a) Security is the sole responsibility of local law enforcement agencies and individual Owners and Members, their Occupants, and their respective guests and invitees. Security Services and Facilities in any Private Street Neighborhood shall be provided at the sole discretion of the Board of Directors and the Owners in such Private Street Neighborhood as herein contemplated. The provision of any Security Services and Facilities at any time shall in no way prevent the Board, with the consent of the Owners in such Private Street Neighborhood as hereinafter provided, from thereafter electing to discontinue or temporarily or permanently remove such Security Service and Facilities or any part thereof.

(b) Any third party providers of Security Services (including those providing maintenance and repair of Security Facilities) shall be independent contractors, the acts or omissions of which shall not be imputed to the Association or its officers, directors, committee members, agents or employees.

(c) Providing of any Security Services and Facilities shall never be construed as an undertaking by the Association to provide personal security or as a guarantee or warranty that the presence of any Security Service or Facilities will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause.

(d) Each Owner, by his acceptance of a deed to a Lot in a Private Street Neighborhood, shall be deemed to waived, on behalf of such Owner and such Owner's Occupants, and their respective family members, guests and invitees, any and all claims, now or hereafter arising against the Declarant and the Association and their respective officers, directors, committee members, agents and employees arising out of or relating to any injuries, loss or damages whatsoever, including, without limitation any injury or damages caused by theft, burglary, trespass, assault, vandalism or any other crime, to any person or property arising,

directly or indirectly, from the providing or failure to provide any Security Services and Facilities, or the discontinuation, disruption, defect, malfunction, operation, repair, replacement or use of any Security Services and Facilities, WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE DECLARANT OR THE ASSOCIATION OR THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS, CONTRACTORS OR EMPLOYEES.

(e) To the extent the release in Section 8(i)(iv), above, is not deemed effective as to any Occupant, or any family member, guest or invitee of an Owner or Occupant of a Lot in a Private Street Neighborhood, the Owner of each Lot in a Private Street Neighborhood hereby indemnifies and agrees to defend and hold harmless the Declarant and the Association, and their respective officers, directors, committee members, agents, and employees from and against any and all claims, actions, suits, judgements, damages, costs and expenses (including attorney fees and court costs) arising from bodily injury (including, without limitation, mental anguish, emotional distress and death) and/or loss or damage to property suffered or incurred by any such Occupant of such Lot, or any family member, guest or invitee of the Owner or Occupant of such Lot, as a result of criminal activity within or in the vicinity of the Private Street Neighborhood, WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE DECLARANT, THE ASSOCIATION OR THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS, CONTRACTORS OR EMPLOYEES. Any obligation or liability of the Association which is borne by the Association because of an Owner not abiding by such release and indemnity obligations under this Section shall be assessed by the Association against the Lot of the Owner who failed to perform such obligation giving rise to such liability, as a Special Individual Assessment against such Lot and its Owner. Nothing herein shall make any Owner of a Lot in a Private Street Neighborhood liable to the Association or any other Lot Owner in such Private Street Neighborhood for any bodily injury (defined above) and/or loss or damage to property of the Occupant, family member, guest or invitee of any other Lot Owner in such Private Street Neighborhood.

(f) Each Owner shall be liable to the Association for any damage to the Private Street Facilities and/or the Subdivision Access Facilities of any type or to any equipment thereon which may be sustained by reason of the negligence of said Owner, his Occupant, employees, agents, customers, guests or invitees, to the extent that any such damage shall not be covered by insurance. Further, it is specifically understood that neither the Declarant, the Association, the Board of Directors, or any other Owner shall be liable to any person for injury or damage sustained by such person occasioned by the use of any portion of such Owner's Lot or any portion of the Private Street Facilities or Subdivision Access Facilities within the Properties. Every Owner does hereby agree to defend, indemnify and hold harmless the Declarant, the Association, the Board of Directors and other Owners from and against any such claim or damage as referenced in the immediately preceding sentence hereof, including, without limitation, legal fees and court costs WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE

**ASSOCIATION OR ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS,
CONTRACTORS OR EMPLOYEES.**

ARTICLE VI

EASEMENTS

Section 1. **General.** The rights and duties of the Owners of Lots within the Property with respect to sanitary sewer, water, electricity, gas, telephone, and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer and/or water line connections, or electricity, gas or telephone and cable television lines or drainage facilities, are installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots within the Property in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer and/or water line connections, or electricity, gas, telephone or cable television lines or drainage facilities, are installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment (for their designed purposes) of such portions of said connections which service his Lot.

Section 2. **Reservation of Easements.** Easements over the Lots and Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by Declarant, together with the right to grant and transfer such easements and/or the dedication rights retained herein.

Section 3. **Surface Areas of Utility Easements.** Easements for installation and maintenance of utilities are reserved by Declarant as shown and provided for on the recorded Plat(s), and/or in the deeds of conveyance by which such Lots are conveyed by Declarant to the subsequent Owner thereof, and/or in separate easement instruments recorded by Declarant prior to or contemporaneously with the conveyance of portions of the Property affected thereby. All electric, gas and telephone service within the Lots shall be located underground. For so long as such underground service is maintained, the electric service to each Lot shall be uniform and exclusively of the type known as single-phase, 120/240 volt, three-wire, 60-cycle, alternating current. Subject to the applicable rules and regulations of the utilities owning lines or other facilities therein, and provided the Owner or the homebuilder makes any required or necessary arrangements with the utility companies furnishing electric, gas and telephone service and provides and installs any necessary conduit of approved type and size under such improvements, utility easements reserved within the Property for the underground service may be crossed by

driveways, walkways, patios, brick walls and fences. Such easements for utilities shall, prior to construction of such underground service, be kept clear of all improvements other than fences. Neither Declarant, nor the grantor of such utility easements, nor any utility company using such utility easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (including crossing driveways, walkways, patios, brick walls or fences) of the Owner located on the land covered by said easements as a result of the maintenance, repair, installation, removal, reinstallation, upkeep, inspection or rearrangement or replacement of any underground utility lines, facilities or improvements installed by any such utility in such easements.

Section 4. **Public Streets.** All Lots within the Property shall abut and have access to a public street or, if in a Private Street Neighborhood, a private street as to which an easement is created as herein contemplated. Public street rights-of-way are or shall be shown on the Plat(s).

Section 5. **Emergency and Service Vehicles and Access.** An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Common Properties, including, but not limited to, private streets, in the performance of their duties and further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Common Properties to render any service or perform any function contemplated herein.

Section 6. **Universal Easement.** Each Lot and its Owner within the Properties is hereby declared to have an easement, and such an easement is hereby granted to Declarant, over all adjoining Lots and Common Properties for the purpose of accommodating any encroachment due to settlement or shifting of any improvements constructed thereon pursuant to Committee-approved Plans. There shall be easements for the maintenance of said encroachment by settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the negligence or willful misconduct of said Owner or Owners or their contractors, surveyors or engineers. Each Lot Owner grants a perpetual easement to the Association for any encroachment of Common Facilities onto such Owner's Lot caused by Declarant or the Association prior to such Lot Owner's purchase of said Lot. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to or a burden upon the Lot being serviced and shall pass with each conveyance of said Lot.

Section 7. **Audio and Video.** In the event that audio and video communication services and utilities are made available to any said Lots, pursuant to an agreement entered into by Declarant or the Association, in the form of an underground coaxial, fiber optic or other type of cable system, the company furnishing such services and facilities shall have a two foot (2') wide easement along and centered on the underground wire or cable when and as installed by said company from the utility easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

Section 8. Electric Distribution System. An electric distribution system will be installed within the boundaries of the Properties pursuant to one or more agreements for electric service to be executed and recorded by Declarant and the relevant utility. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three-phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes and such other appurtenances as shall be necessary to make electrical service available to the boundary of each Lot. The Owner of each occupied or improved Lot shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of the local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on the exterior of the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service (the "Electric Company") shall make the necessary connections at said point of attachment and at the meter. Declarant has granted or will grant either by designation on the Plat(s) or by separate instrument, necessary easements to the Electric Company providing for the installation, maintenance and operation of its electric distribution system and has also granted or will grant to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires, but the Declarant has not responsibility for the construction of any electrical service facilities. In addition, the Owner of each Lot containing improvements shall, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the Electric Company) for the location and installation of the meter of such Electric Company for each Living Unit or Commercial Unit involved.

The Electric Company has installed or will install the electric distribution system at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's or the homebuilder's representation that the Property is being developed for Living Units as herein defined, all of which are or will be designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes), and are built for sale or rent. Should this Declaration be modified by valid amendment to permit the erection on any part of the Property of one or more mobile homes (excluding temporary construction trailers), the Electric Company shall not be obligated to provide electric service to any such mobile home unless (a) owner or builder of such Lot has paid to the Electric Company an amount representing the excess in cost of any portions of underground distribution system that have been installed, over the cost of equivalent overhead facilities to serve such area(s), or (b) the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the Electric Company the sum of (1) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of an underground distribution system to serve such Lot or Living Unit over the cost of equivalent overhead facilities to serve such Lot or Living Unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by

the Electric Company to be necessary. Nothing herein shall be construed to permit any mobile home or other non-permanent structure to be erected or maintained within the Property.

The provisions of the two preceding paragraphs also apply to any future development of Living Units within Properties shown on one or more Plats as such Plats exist at the execution of the agreement for underground electric service between the Electric Company and Declarant (or a homebuilder), or thereafter. Specifically, but not by way of limitation, if the Owner of a Lot not in an area serviced by underground electric service facilities undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in an underground service area, such Owner or applicant for service shall pay the electric company \$1.75 per front Lot foot, unless the Owner or relevant homebuilder has paid the Electric Company as above described.

ARTICLE VII

UTILITY BILLS, TAXES AND INSURANCE

Section 1. **Obligation of the Owners.** Owners' utility bills, taxes and insurance shall be governed by the following:

(a) Each Owner shall have his own separate electric, gas (unless total electric dwelling) and water meter and shall directly pay at his own cost and expense for all electricity, gas, water, sanitary sewer service, telephone service, cable television and other utilities used or consumed by him or any Occupant on his Lot.

(b) Each Owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.

(c) The Owner of each Lot shall be responsible at his own cost and expense for his own property insurance on the building and contents of his own Living Unit or Commercial Unit on such Lot, and his additions and improvements thereto, including decoration, furnishings, and personal property therein; and also for his personal liability for injury, loss or damage to persons or property on such Owner's Lot.

Section 2. **Obligation of the Association.** The Association shall have the following responsibilities regarding utility bills, taxes and insurance for the Common Properties and Facilities:

(a) The Association shall pay as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Properties and the Facilities thereon and the appurtenances appertaining thereto or to any part thereof.

(b) The Association shall render for taxation and shall pay, as part of the common expenses of all Owners, all taxes levied or assessed against or upon the Common Properties and the Facilities thereon and appurtenances appertaining thereto or to any part thereof.

(c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities, if any, located in the Common Properties and the contents thereof and the Association against the risks of loss or damage by fire and other hazards as are covered under standard extended or all-risk coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Common Properties and Common Facilities, the Association, the Board of Directors, and the agents and employees of the Association, from and against liability in connection with the Common Properties and Common Facilities. Director and officer liability insurance and fidelity bonds are also allowable coverages that may be obtained by the Association at the expense of the Association.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the Association maintenance fund as a common expense of all Owners and shall be a part of the Base Annual Assessment.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests.

(ii) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) That no policy may be cancelled, invalidated, or suspended on account of any act or omission of any one or more individual Owners or Occupants of the Lots;

(iv) That no policy may be cancelled, invalidated or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or Mortgagee; and

(v) That any "other insurance" clause in any policy exclude individual Residential Lot Owners' policies from consideration.

Section 3. **Disbursement of Proceeds.** Proceeds of Association insurance policies covering fire or other casualty to property shall be disbursed as follows:

If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction (including permitting, design, clearing and disposal costs), as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Properties or Common Facilities, or in the event no repair or reconstruction is made, the balance of such insurance proceeds shall be retained by and for the benefit of the Association.

If it is determined, as provided for in Section 5 of this Article, that the damage or destruction to the Common Properties or Facilities for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds herein.

Section 4. **Damage and Destruction.** Immediately after the damage or destruction by fire or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty.

Any damage or destruction to the Common Properties or Facilities shall be repaired or reconstructed unless at least seventy five percent (75%) of all votes in the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extensions shall not exceed an aggregate of an additional sixty (60) days. No Mortgagee of a Lot shall have the right to participate in the determination of whether the Common Properties or Facilities damaged or destroyed shall be repaired or reconstructed.

In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Properties or Facilities shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Properties by the Association in a neat and attractive condition.

Section 5. **Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote

of the Association's Members, levy a Special Universal Assessment against all Class A Members and Class B Members in proportion to the number of votes attributed to the Lots owned by them. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

ARTICLE VIII

CONDEMNATION

In the event that all or any part of the Common Properties shall be taken by any authority having the power of condemnation or eminent domain, no Owner shall be entitled to notice thereof nor be entitled to participate in the proceedings incident thereto. Any decision by the Board of Directors to convey Common Properties in lieu of or under threat of condemnation, or to accept an agreed award as compensation for such taking, shall require approval by a vote of fifty-one percent (51%) of a quorum of the Members of the Association present and voting at a regular meeting or a special meeting called for such purpose. The award made for such taking shall be payable to the Association to be handled and disbursed as follows:

If the taking involves a portion of the Common Properties on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy five percent (75%) of the total number of votes in the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Properties, to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article VII hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not affect any improvements on the Common Properties, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine from time to time, including, but without obligation to do so, to reduce or defray Base Annual Assessments for a period of time determined by the Board.

ARTICLE IX

MAINTENANCE AND REPAIRS

Section 1. **By the Owners.** It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the exterior and interior of all improvements on his Lot including the fixtures, appliances, equipment and other appurtenances thereto and also including the private driveway(s), sidewalks and fences which are situated on his Lot, excepting only Association-owned improvements located in any easement benefitting the Association, which shall be maintained by the Association. The Association shall

have the right to enforce the requirements of this Section by any means provided for enforcement of this Declaration, including by self-help entry and repairs by the Association at the cost and expense of a Lot owner as a Special Individual Assessment hereunder. If any improvement on a Lot is damaged or destroyed, the Owner shall promptly commence and diligently proceed to complete the restoration of such improvements to their condition existing prior to such damage or destruction (but, to the extent of new requirements of the Architectural Control Guidelines or new law, then in compliance therewith) or, in the alternative, raze or remove such improvement and landscape the Lot pursuant to a "Removal Plan" approved by the Modifications Committee.

Section 2. **By the Association.** The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Property, Common Facilities and all parts thereof, including but not limited to, landscaped lawns, esplanades, parking areas and improvements and facilities owned by the Association, except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of any private driveway, sidewalk, and fence or fences which are located on such Owner's Lot. The Board has the additional right, but not the obligation, to have the grass or vegetation cut and maintained, in a neat and sanitary manner, on the land that is owned by or dedicated to Fort Bend County Flood Control District or any municipal utility district and that lies within the Properties (or adjacent thereto) if the appropriate county agency's or utility district's maintenance standards are not acceptable to the Board of the Association.

ARTICLE X

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. **The Common Properties.** The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Properties and Facilities (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof. All landscape reserves dedicated in any Plat (or to the Association in any separate recorded instrument) shall be utilized and maintained as Common Properties for the Association and for no other purpose.

The Board of Directors shall be authorized to contract with outside associations or with developers of areas outside the Properties to share usage of the recreational Common Facilities of this Association. Such contract shall set forth usage privileges and obligations and monetary payment for such privileges to the Association. All arrangements, fee schedules and contracts will be on terms no more favorable to such users than made available to the Members, but otherwise will be developed and approved at the total discretion of the Board of Directors of the Association.

Section 2. **Personal Property and Real Property for Common Use.** The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible

and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by the Declarant. Notwithstanding anything contained in this Declaration to the contrary, Declarant, and the Association upon its succeeding to Declarant's rights, shall have the right, power and authority to dedicate to any public or quasi-public authority water lines, sanitary sewer systems, storm water facilities, streets and esplanades situated in the Common Properties and to unilaterally terminate or modify these restrictive covenants with respect to such dedicated Property. Such dedication and acceptance thereof shall not prohibit the Association from maintaining the land and facilities located within dedicated areas, nor relieve the Owners of the obligation to participate in the payment of the cost of such maintenance.

Section 3. **Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this initial Declaration and any subsequent Supplemental Declarations. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Lot (and improvements located thereon), and suspension of the right to vote, to use the Common Properties and Facilities, and to receive services contracted for through the Association. In addition, the Board shall have the power (but not the obligation) to seek relief in any court for violations or to abate unreasonable disturbance.

Section 4. **Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein necessary to effectuate any such right or privilege.

ARTICLE XI

RESTRICTIONS OF USE

Section 1. Residential Lots.

(a) Each Residential Lot (and all Property that is subject to this Declaration unless and until the same is designated as one or more Commercial Lots pursuant to Section 2 of this Article, whether or not subdivided, except Common Properties) shall be used only for the construction of Living Units (i.e., detached single-family residential structures), each for use only as a residence for a single family of individuals related by blood or marriage, or maintaining a common household as husband and wife, or by co-owners (excluding cooperative-type ownership if being used to avoid the intent of this restriction), and residential related improvements and amenities not intended for occupancy. All Living Units and other improvements erected, altered, or placed upon any Residential Lot within the Property shall be of new construction. No part of any Residential Lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial,

manufacturing, mercantile, storing, vending, or other non-residential purposes, nor (subject to constraints of applicable law) for any commercial use of a residential nature (e.g., as a boarding house, day-care facility, half-way house, nursing home, rehabilitation or therapy facility, church or place of religious assembly, etc.). No activity, whether for profit or not, which is not directly related to single-family residential use, shall be carried on upon any Residential Lot, except on those Residential Lots which may be designated by the Declarant for use as sales offices, construction offices and storage facilities for a period of time commensurate with home construction and sales within the residential sections of the Property. Notwithstanding the foregoing, however, any Occupant of a Residential Lot may engage in a home occupation on a full or part time basis upon the Residential Lot if and only if (A) such business is transacted or conducted (insofar as activity on or within the Residential Lot is concerned) entirely through telephone communication (including facsimile transmissions, computer modems and similar communications equipment), (B) there is no visible manifestation exterior to the Living Unit structure that would indicate that such home occupation is being conducted in the Living Unit, and (C) the home occupation usage complies with the following other specific restrictions:

(i) No employees of the business (other than the permitted occupant(s) or permitted resident(s) conducting the business) shall be permitted on the Residential Lot in connection with the conduct of the business;

(ii) The business shall not permit customers to visit the Residential Lot in connection with the business being conducted thereon;

(iii) No inventory of the business (other than samples) shall be stored on the Residential Lot;

(iv) The home occupation use shall not generate any noise that would be in excess of or materially different in nature from that normally associated with a strictly residential use;

(v) The home occupation use shall not cause there to be traffic generated on or in the vicinity of the Residential Lot in excess of that normally associated with a strictly residential use;

(vi) There shall be no assembly, fabrication or manufacturing process carried out on the Residential Lot in connection with such home occupation;

(vii) There shall be no shipping of goods, parts, products, equipment, inventory or materials to or from the Residential Lot in connection with such home occupation; and

(viii) There shall be absolutely no signage or advertisement of the home occupation business located on the Residential Lot, whether permanent or temporary in nature.

(b) Notwithstanding the foregoing, however, certain Lots (including Residential Lots) may be designated by Declarant for use as sales offices, construction offices, and storage facilities for a period of time commensurate with home construction and sales within the Property. Except for this temporary use of selected Lots, no noxious or offensive activity of any sort shall be permitted, nor shall anything be done, on any portion of the Properties which may be or become an annoyance or nuisance to the owners or users of the Property.

(c) No Living Unit shall be occupied by permanent residents numbering more than two (2) for each room designated as a "bedroom" or "alternate bedroom" on the Plans and Specifications for such Living Unit approved by the relevant Architectural Committee. A person shall be conclusively deemed a "permanent resident" if the person is expected to continue in occupancy on a regular basis for in excess of six months, or if the person does not own or have under bona fide lease in his or her name any other lawful place of abode (unless the person is a legal dependent of a person who owns or leases the Living Unit).

(d) Unless the New Construction Committee otherwise agrees in writing, the exterior finish or construction of a Living Unit shall be at least sixty-six and two-thirds percent (66-2/3%) brick, stone, or other masonry on the first floor. In computing such percentages, roof areas shall be excluded, but garages, porches, and other structures constituting part of the Living Unit proper shall be included. All exterior wood products shall require the written approval of the relevant Architectural Committee. No building shall be erected, altered or permitted to remain on any single Residential Lot, other than one single-family residential dwelling and a private garage for not less than two (2) cars nor more than three (3) cars. No carports shall be permitted on any Lot within the Properties, except that porte cochere-type structures that are attached and architecturally integrated into a Living Unit may be approved by the Committees on a case-by-case basis. The maximum allowable height of any residential structure shall not exceed two and one-half (2-1/2) stories. For purposes hereof, the one-half (1/2)-story of a two and one-half story Living Unit must be contained within the peaked roof line of the Living Unit, subject only to window protrusions from the roof.

Use in compliance with this Section is herein called "Single-Family Residential Use."

Section 2. **Commercial Lots.** All Lots within the Property shall be restricted to Single-Family Residential Use as described in Section 1(a) of this Article, unless and until Declarant expressly approves certain commercial uses of a Lot in the Deed conveying such Commercial Lot to a third party or such commercial use is approved by Declarant for the particular Commercial Lot in a separate instrument recorded in the Real Property Records of Fort Bend County, Texas (upon such approval of any use other than Single-Family Residential Use of a particular Lot, such Lot shall automatically become a "Commercial Lot" for purposes of this Declaration). Declarant reserves the right to approve, in its sole discretion, the use of one or more Commercial Lots in the Property for the following uses, or any other use deemed compatible by Declarant, in its sole discretion: retail; office; multi-family residential; hotel; motel; athletic club or health spa; research and laboratories; gasoline service station; restaurant; financial institution; office or office warehouse with service, distribution, assembly, or light

manufacturing facilities; or church, school, hospital, research and/or educational facility. Each such commercial use, when and if approved by Declarant in the manner contemplated herein shall, unless otherwise expressly excluded or prohibited in the Declarant's document approving the commercial use, include normal facilities related to such primary use under the conditions set forth herein. None of the preceding commercial uses will be permitted without the prior written and recorded approval of Declarant. No Commercial Lot shall be used for any purpose other than the specific commercial uses approved by Declarant for that Lot in a recorded instrument as herein contemplated. In connection with any Declarant approval of any commercial use of a Lot pursuant to this Section, Declarant may qualify or limit the grant of approval as it determines to be appropriate. By way of example, but not by way of limitation, if Declarant approves use of a Lot for retail use, the approval could expressly exclude certain uses that Declarant determined to be undesirable, such as theaters, recreational-type facilities, trade schools, flea markets, etc., whether or not within any category described in this Section.

Section 3. **No Temporary Structures.** No structure of a temporary character, trailer, mobile home, tent, shack, barn, or outbuilding shall be permanently or temporarily erected, maintained, or installed on any Lot at any time, except as may be approved by the Association, but in no event shall any such approved temporary structure on a Residential Lot be used as a residence, either temporarily or permanently.

Section 4. **Reasonable Enjoyment.** No nuisance shall ever be erected, placed, or suffered to remain upon any Lot, and (subject to the Declarant's rights reserved herein) no Owner or Occupant of any Lot shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or Occupant. The Association's Board of Directors is hereby authorized to conclusively determine what constitutes a violation of this restriction.

Section 5. **Animal Husbandry.** No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Board), snakes or livestock of any kind shall ever be kept in or upon any part of the Property, except that (i) dogs, cats or other common household pets may be kept by the Owner or Occupant of any Living Unit, provided they are not kept for any commercial purpose, and (ii) animals may be kept in a pet store, veterinarian's office or pet boarding facility located on any Commercial Lot. Any allowable pet that is kept in a household must be confined to its Owner's Lot either by constraints of a backyard fence or a leash, or kept within the Living Unit. No animal shall be permitted to run freely away from its Owner's Lot and must be controlled by a leash. All applicable leash and licensing laws in effect in Harris County or Fort Bend County (whichever are more restrictive) shall, to the extent more restrictive than this provision, also apply to this animal husbandry provision and shall be complied with by all Owners and Occupants of Residential Lots.

Section 4. **Trash and Rubbish Removal.** No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain for extended periods on any Lot, except in approved containers inside a structure or, with respect to Commercial Lots only, in an enclosed trash dumpster or container that is properly screened from public view by an opaque

fence or other screening device, as approved by the relevant Architectural Committee. The Owner of each Lot shall remove such trash and other prohibited matter from his Lot at regular intervals at his expense. During any hours when such refuse containers on a Residential Lot are outdoors for pick up by any trash collecting company, all such prohibited matter shall be placed in sanitary refuse containers with tight fitting lids which shall be maintained in a clean and attractive condition and, if so required by the Association, in containers of a uniform type. No trash containers shall be placed outside on any Residential Lot earlier than 6:00 a.m. on the day of pick up. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

Section 5. **Oil and Mining Operations.** Except upon and within drill sites designated by Declarant or its predecessors in title to the Property, which Declarant shall have no obligation to any Owner to approve or designate under any circumstance, no oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, no oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted in the Properties.

Section 6. **Prohibited Use.** Industrial use of Lots is expressly prohibited. No use of any Lot shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion (expressly excluding gasoline service stations on Commercial Lots). No activity or use shall be permitted on or with respect to any of the Lots which is determined by the Board to be obnoxious to or out of harmony with a distinctive residential community, including, but not limited to, any trailer houses and parks, junk or scrap metal yard, waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, and any fire, bankruptcy or auction sale or operation. No excavations shall be made and no sand, gravel or soil shall be removed from the Properties except in connection with a grading and/or building plan approved as provided by the New Construction Committee. No burning of rubbish or trash shall be permitted at any time. No storage area shall be permitted between any building on a Commercial Lot and the front boundary line (which includes both sides of a Lot located on a corner of the intersection of two streets) of such Lot.

Section 7. **Septic Tanks** No privy, cesspool or septic tank shall be placed or maintained in the Property.

Section 8. **Declarant's Rights During Development Period.** During that period of time while any parcels of land, Lots or Living Units located within the Property are being developed and marketed (the "Development Period"), the Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of the Common Properties and land owned by the Declarant within the Property in connection with the promotion and marketing of land within the boundaries of the Properties. Without limiting the generality of the foregoing, Declarant may erect and maintain such signs, temporary buildings, model homes and

other structures as Declarant may reasonably deem necessary or proper with the promotion, development, and marketing of land within the Property during the Development Period.

Section 9. **Builder Rights.** During the Development Period, the Declarant shall have the right to allow any one or more approved homebuilders (a "Builder") the right to erect and maintain such signs, model homes, and other structures Declarant may reasonably deem necessary or proper in connection with such Builders' promotion, development, and marketing of Lots and residential improvements located within the Property. The approvals granted by the Declarant as described above are discretionary and may be revoked in the manner specified in an agreement between Declarant and the Builders or, if there is no agreement, a Builder shall be given at least ten (10) days' notice to comply with any revocation of approval by the Declarant.

Section 10. **Storage of Boats, Trailers and Other Vehicles and Equipment.** No boat, trailer, recreational vehicle, camping unit, bus, commercial use truck, or self-propelled or towable equipment or machinery of any sort or any item deemed offensive by Declarant or the Association shall be permitted to park on any Residential Lot except in an enclosed structure or behind a solid fence, except that (i) during the construction of improvements on a Residential Lot, necessary construction vehicles may be parked thereon from and during the time of necessity therefor. This restriction shall not apply to automobiles or small non-commercial passenger trucks in good repair and attractive condition, provided that any such vehicles are parked on an improved driveway which has been approved by the New Construction Committee. Storage of approved vehicles on the driveway or street right-of-ways is defined as parking without removal for a period of forty eight (48) hours or more during a period of seven (7) consecutive days. No vehicle shall ever be permitted to be parked on the front or side lawn within view of the public. No vehicle shall ever be permitted to park on a driveway on a Lot at a point where the vehicle obstructs pedestrians from use of a sidewalk.

Section 11. **Clothes Lines.** No clothing or other materials shall be aired or dried within the boundaries of the Property except in an enclosed structure so as not to be visible to public view.

Section 12. **Construction Work.** Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work on new construction of a Living Unit or Commercial Unit, shall be permitted only after 6:00 A.M. and before 8:00 P.M., and on modification or alteration work subsequent to original construction, only after 9:00 A.M. and before 6:00 P.M.

Section 13. **Television and Radio Antennas and Satellite Dishes.**

(a) Without the prior written authorization of the New Construction Committee or the Modifications Committee, as the case may require, no television or radio antenna of any sort

shall be placed, allowed or maintained outside a Living Unit or on the exterior of any permitted building or other improvement located on a Residential Lot within the Property.

(b) The New Construction Committee or Modifications Committee may authorize the installation of one (1) satellite dish on a Residential Lot within the Property provided (without limitation) the size, style, color, placement, location, height, screening and street visibility requirements as provided in the New Construction Committee Architectural Control Guidelines and Modifications Committee standards (as the case may be) are adhered to, or in the absence of any such guideline or standard such Committee approves same as being in architectural and aesthetic harmony with the balance of the Property. Under no circumstances shall a satellite dish be permitted (at any point in its rotation or angle) to be closer than ten (10) feet from a property line of any Lot, nor shall the diameter of any permitted dish exceed eight (8) feet in width. No satellite dish (at any point in its rotation or angle) shall exceed eight (8) feet in height on a vertical plane measured from the finished floor slab elevation at the rear of the main residential structure. The New Construction Committee and the Modifications Committee reserve the right to on-premises monitoring and inspection during installation to ensure compliance and to seek injunctive relief, if necessary, to ensure compliance with the applicable Restrictions, guidelines and standards.

Section 14. **Electrical, Telephone and Other Utility Lines.** All electrical, telephone and other utility lines and facilities which (i) are located on a Residential Lot, (ii) are not within or part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the Association, shall be installed in underground conduits or other underground facilities. Lighting fixtures may be installed above ground if approved in writing by the New Construction Committee.

Section 15. **House Numbers and Mail Boxes.** House numbers, mail boxes and similar matter used in the Property must be harmonious with the overall character and aesthetics of the community and be continually maintained in an attractive manner. The decision of the New Construction Committee or Modifications Committee, as applicable, that any such matter is not harmonious shall be final.

Section 16. **Signs, Advertisements, Billboards.** No sign, advertisement, billboard, or advertising structure of any kind shall be displayed to public view on any Residential Lot except for one (1) sign on each Lot, which sign may not exceed six (6) square feet, for the purpose of advertising the Property for sale or rent, except signs used by Declarant, or its successors or assigns, for a period of time commensurate with its home construction/sales program. No sign shall be permitted that shall advertise that a Property has been or will be foreclosed. Declarant and the New Construction Committee shall have the right to remove any non-conforming sign. Except as provided to the contrary herein, in no event shall the use of flags or banners be permitted in the promotion or sale of any Lot or Living Unit in the Property, except those owned by Declarant or a Builder. The New Construction Committee must approve any use of said items by Declarant or any Builder. Signs, advertising and billboards used on any Commercial Lot shall be subject to approval by the relevant Architectural Committee, and

no sign on any Commercial Lot shall advertise other than businesses being conducted on such Commercial Lot.

Section 17. **Lot Maintenance.** The Owner of each Lot shall maintain the same and adjacent street right-of-way, and the improvements, sod, trees, hedges, and plantings thereon, in a neat and attractive condition. Such maintenance shall include regular mowing, edging of turf areas, weeding of plant beds, fertilizing, weed control and watering of the turf and landscape areas on each Lot. Diseased or dead plants or trees must be removed and replaced within a reasonable time. On front lawns and wherever visible from any street, there shall be no decorative appurtenances placed, such as sculptures, birdbaths, bird-houses, fountains or other decorative embellishments unless such specific item(s) have been approved in writing by the New Construction Committee or the Modifications Committee. The Association or Declarant shall have the right, after ten (10) days' notice to the Owner of any Lot, setting forth the action intended to be taken by the Association or Declarant, provided at the end of such time such action has not already been taken by such Owner (i) to mow or edge the grass thereon, (ii) to remove any debris therefrom, (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association or Declarant, by reason of its location or height, or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining Property or is unattractive in appearance, (iv) to repair or stain/paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent Property, and (v) to do any and all things necessary or desirable in the opinion of the Association or Declarant to place such Property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the Owner of such Property at the time such work is performed by the Association shall be personally obligated to reimburse the Association (or Declarant, as the case may be) for the cost of such work within ten (10) days after it is performed by the Association or Declarant, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the maximum rate allowable by law, and to pay attorney's fees and court costs incurred by the Association in collecting said obligation, and all of the same to the extent performed by the Association shall be secured by a lien on such Owner's Lot, subject to liens then existing thereon. Such lien shall be enforceable as any other Assessment lien as provided in this Declaration.

Section 18. **Removal of Dirt and Trees.** The digging or removal of dirt from any land is expressly prohibited except as necessary in conjunction with the initial construction and subsequent landscaping or improvements. No trees shall be removed without the prior written approval of Declarant or New Construction Committee, as applicable, except to remove the dead or diseased trees, to provide room for permanent improvements, or to permit construction of drainage swales.

Section 19. **Roof Ventilators or Projections.** All roof ventilators (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any public street. Declarant and the New Construction Committee may approve exceptions to this

restriction when energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from view as described above.

No projections of any type shall be placed or permitted to remain above the roof of any Living Unit or related structure with the exception of one (1) or more chimneys and one (1) or more vent stacks without the written permission of the New Construction Committee.

Section 20. **Window Coolers.** No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Property.

Section 21. **Driveways.** The Owner of each Lot shall construct and maintain at his expense a driveway of not less than ten feet (10') in width (unless such minimum width has been increased in a particular Neighborhood by Supplemental Declaration) from his garage to an abutting street, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto. The New Construction Committee reserves the right to restrict the location of any driveway on any Lot. Such restriction will be so stated in the Supplemental Restrictions recorded for any or all Neighborhoods within the Property.

Section 22. **Sod.** The Owner of each Residential Lot, as a minimum, shall solid sod the front and side yards of his Lot with grass, and shall at all times maintain such grass in a neat, clean and attractive condition, periodically resodding damaged areas of the lawn as they occur. The grass shall be of a type and within standards prescribed by the New Construction Committee in the Plans.

Section 23. **Trees.** Prior to the occupancy of the Living Unit on each Residential Lot, and on or before the time each Residential Lot is planted with grass or shrubbery, the Owner of such Lot shall plant live trees of a number and size specified on a Neighborhood-by-Neighborhood basis in the Supplemental Declaration for such Neighborhood. Such trees shall be of a type and in a location approved by the New Construction Committee on a Lot-by-Lot basis. If pine trees are planted, group planting may be required. This requirement (as supplemented by specific restrictions contained in Supplemental Declarations for the Neighborhoods) includes each Residential Lot or partial Residential Lot upon which no dwelling or structure is erected but which is conveyed at any time to the Owner of an adjoining Residential Lot upon which a Living Unit or other permitted structure has been erected. Trees which are planted in satisfaction of the requirements of this paragraph and which tree or trees subsequently die or are uprooted for any reason, must be replaced within thirty (30) days. Enforcement of this paragraph may be in accordance with the provisions of Section 17 hereinabove.

Section 24. **Outbuildings.** No treehouse or children's playhouse shall be permitted on any Residential Lot in the Property without prior written approval of the New Construction Committee or the Modifications Committee, as the case may require. Outbuildings or other

structures, temporary or permanent, other than the main residence or garage shall be limited to eight feet (8') in height and shall be subject to approval by the New Construction Committee. Temporary structures may be used as building offices and other related purposes by Declarant or a Builder. Any other type of permitted outbuilding must be in keeping with the overall character and aesthetics of the Living Unit located on the Lot, provided that metal storage sheds may be permitted in styles and locations approved in the discretion of the New Construction Committee or the Modifications Committee, as the case may require. The New Construction Committee or the Modifications Committee shall be entitled to review and approve or disapprove, without limitation, all outbuildings, playstructures (including basketball backboards and hoops), and storage structures. Any such outbuilding will be required to be constructed with material and design that is determined by the relevant Architectural Committee to be architecturally and aesthetically compatible with the design of the Living Unit thereon and other structures in the Neighborhood or nearby Property. All playground and recreational equipment pertaining to a Lot must be placed at the rear of such Lot. No basketball hoop and/or backboard shall be installed closer to the front or side Lot lines facing on any adjacent street than the applicable building set-back line along such street. No outbuilding or play structure will be permitted to (a) be placed on an easement; or (b) be located nearer to a Lot boundary than the applicable building set-back established by Plat or Supplemental Declaration. The New Construction Committee is hereby authorized to determine what constitutes a violation of this restriction.

Section 25. **Lot Drainage.** All drainage of water from any Lot and the improvements thereon shall drain or flow as set forth below:

(a) Any such water shall drain or flow from the rear Lot line to the front Lot line into adjacent streets and shall not be allowed to drain or flow upon adjoining Lots or Common Properties unless an easement for such purpose is granted; provided, however, that the New Construction Committee shall have the right, in its discretion, to grant the developer of Residential Lots adjacent to Common Property to drain in part into and upon the adjacent Common Property in an approved manner. The Owner shall provide drains or swales to effect such drainage upon construction of the dwelling unit of the Lot, and any portion of the curb of the street which is cut or broken for purposes of installing any type of drain pipe or device shall be promptly repaired and restored to its prior condition by the Owner of that Lot.

(b) All slopes or terraces on any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining Property.

(c) No structure, planting or other material shall be placed or permitted to remain or other activities undertaken within the Property or any portion thereof by any Owner which might damage or interfere with established slope ratios or interfere with established drainage functions or facilities.

Section 26. **Building Height; Minimum Square Footage.** No building or Living Unit on any Residential Lot in the Property shall exceed two and one-half (2-1/2) stories in height.

Furnished attics and/or basements shall not be considered for the purposes of this Section 26 to be separate stories. No Living Unit shall contain less than the minimum per square foot living area provided for in the relevant Supplemental Declaration for such area, unless the New Construction Committee agrees to the contrary in writing. All computations of living area shall be exclusive of attics, basements, open or screened porches, terraces, patios, driveways, and garages. Measurements shall be to the face of the outside walls of the living area.

Section 27. **Building Requirements.** As to each Lot in the Property, the following building requirements shall apply unless the New Construction Committee agrees to the contrary in writing, to-wit:

(a) No building (i) shall be placed or built on any Lot nearer to the front Lot line or nearer to a side Lot line than the building lines therefor shown on the relevant subdivision Plat, or (ii) shall encroach on any easement shown on the relevant subdivision Plat unless (A) approved in writing by the New Construction Committee as having resulted from setting or shifting of improvements, and (B) permitted by applicable law and governmental authorities having jurisdiction.

(b) Before the Living Unit constructed on the Lot is completed, the Owner shall construct an improved walkway of a size, nature, type and configuration to be approved by the New Construction Committee.

(c) Each Living Unit located on a corner Lot shall face the public street having the lesser frontage, unless otherwise approved by the New Construction Committee or otherwise provided in an applicable Supplemental Declaration.

(d) Orientation of each garage entrance to the public street on which the Living Unit fronts, and other aspects of garage location, type, configuration and construction materials shall be as approved by the New Construction Committee or in any applicable Supplemental Declarations filed (now or hereafter) in the Real Property Records of Fort Bend County, Texas, with respect to the particular Lot or Neighborhood in question.

Section 28. **Walls and Fences.** No walls or fences shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street, except in special circumstances necessitated by the geography and platting of a particular Neighborhood, and specifically permitted by the Supplemental Declaration(s) affecting such Neighborhood. No fence or wall shall be more than eight (8) feet in height, unless otherwise permitted in a Supplemental Declaration or unless approved for such Lots in writing by the New Construction Committee or Modification Committee, as the case may be, in their sole judgment and discretion. No chain link fence type construction will be permitted on any Lot except, however, Declarant is exempt from this prohibition as long as it owns portions of the Property. Any wall or fence erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall or fence thereafter. Approval of the

New Construction Committee shall be obtained prior to the erection of any wall or fence on any Lot.

All walls and fencing shall be made of wood, ornamental metal or brick except as set forth herein or in any applicable Supplemental Declaration filed by Declarant, or as otherwise permitted in the discretion of the relevant Architectural Committee. The use of chain link fencing is prohibited on all Lots, except for tennis courts and other special applications, and then only with prior written permission from the relevant Architectural Committee.

Specific Lots in the Property are subject to the requirement that uniform fencing be constructed and maintained as specified by the New Construction Committee along the building set-back lines of such Lots adjacent to the roads and/or landscape reserves which abut such Lots, such fencing to be more specifically addressed in the subsequent Supplemental Declaration for each particular Neighborhood, or in the New Construction Committee guidelines.

Section 29. **Roofs.** The roof of each Living Unit shall be covered with asphalt or composition type shingles of a weight and color approved by the New Construction Committee, or such other architecturally compatible and attractive roofing material as may from time to time be approved by the New Construction Committee in its sole discretion for particular Lots or areas. The decision with regard to shingle weight and color shall rest exclusively with the New Construction Committee or the Modifications Committee, as the case may be, and their respective decisions regarding same shall be final and binding. All roof stacks and flashings must be painted to match the approved roof color.

Section 30. **Garages.** The Supplemental Declaration to be filed of record for each specific Neighborhood shall further restrict certain Lots in regards to garage access from certain streets within the Property and other matters relative to garage construction materials, styles and construction standards.

Section 31. **Special Requirements Applicable to Commercial Lots Only.** The following additional provisions relate to, and shall apply exclusively to, Commercial Lots within the Properties:

(a) **Harmonization of Structures.** Unless otherwise approved by the New Construction Committee, the design of all building, parking and other structures shall be in keeping with the Commercial Development Guidelines, if any, and the standards set forth in this Declaration. Building orientations shall be responsive to the nature and characteristics of each Lot and responsive to the adjacent and surrounding Lots, buildings, streets and views. The design character of structures shall be such that it is aesthetically pleasing and consistent on all sides, and it is consistent and harmonious with other buildings on the same Lot as well as sympathetic to buildings on adjacent and surrounding Lots. Design characteristics shall exhibit uncluttered forms of a nature devoid of non-functional and inappropriate ornamentation. Building material and color selections shall achieve visual order through the consistent use of limited mix of dominant materials of a harmonious color range on any building or groups of

buildings. For multi-family buildings, these materials shall preferably be brick, stucco, wood shingles, glass or glazing, or semi-transparent stained vertical grooved wood or lapped wood siding. For office buildings, these materials shall preferably be brick, architectural concrete, glass, marble or granite and architecturally finished metals (anodized aluminum and enameled insulated panels). All exterior finishes shall be designated in the Plans and Specifications submitted to the relevant Architectural Committee.

(b) **Landscaping.** All open, unpaved space, including, but not limited to, front, side, and rear Set Back Areas, and the area within any public right of way adjacent to the Lot between the Lot boundary and the nearest curb line of the improved road, shall be planted, landscaped, and maintained in accordance with the Plans and Specifications. A sprinkler system approved by the New Construction Committee shall be installed in all Landscaped Areas. The Association shall pay for all costs of landscaping and maintaining those portions of the Property which do not lie within any Lot, save and except that portion of the road right-of-way contiguous to any Lot if comprised of land lying between the Lot boundary line and the nearest curb line of an improved public street. Landscaping in accordance with the Plans and Specifications approved by the New Construction Committee must be installed within thirty (30) days following the occupancy of any Commercial Unit on the Lot. This period may be extended by the Board in the event of delays caused by adverse weather conditions including, without limitation, season conditions unfavorable for planting, or other causes beyond the reasonable control of the Owner.

(c) **Building and Parking Set Back Areas.**

(i) Minimum Set Back Areas for buildings and structures ("Building Set Back Areas") on Commercial Lots (measured from the property line of the Lot, not from the curb), in which areas no building or other surface structure shall be built or installed except for one approved mailbox on each Residential Lot, shall be as follows (or the building set-back required by applicable law or contained on the applicable Plat, whichever is most restrictive):

Front Lot Line -

Major Highway (interstate, freeway) -	75 feet
Minor Highway (state highway) -	50 feet
Major Thoroughfare/Artery -	25 feet
Collector Street Between Major Thoroughfares -	25 feet
Local/Neighborhood Streets -	25 feet

Side or Rear Lot Line -

(1) Adjacent to Commercial Lot -	10 feet
(2) Adjacent to Residential Lot -	25 feet
(3) Adjacent to Common Property -	10 feet

Notwithstanding the foregoing, when a side or rear Lot line Building Set Back Area accommodates a utility easement, such Building Set Back Area must be increased by five (5) feet. For purposes of determining the applicable Building Set Back for the Rear Lot Line for

any Lot whose Rear Lot Line abuts land lying outside the Property, the Rear Lot Line Set Back for such Lot shall be ten (10) feet.

In addition, at the time the New Construction Committee reviews the Plans and Specifications, it shall have the right to impose internal Building Set Back Areas on Lots on which an Owner constructs improvements in phases. Such internal Building Set Back Areas shall be the same as the applicable Rear Lot Lines specified above measured from the new property line so dividing such Lot.

(ii) Minimum Set Back Areas for surface parking lots and paving ("Surface Parking Lot Set Back Areas") on Commercial Lots (measured from the property line of the Lot to the nearest boundary line of a surface parking lot on such parcel), in which area no paving shall be installed except driveway and sidewalk crossings approved by the relevant Architectural Committee, shall be as follows (or the parking set-back required by applicable law, whichever is more restrictive):

Front Lot Line -

Major Highway (interstate, freeway) -	50 feet
Minor Highway (state highway) -	50 feet
Major Thoroughfare/Artery -	25 feet
Collector Street Between Major Thoroughfares -	25 feet
Local/Neighborhood Streets -	10 feet

Side or Rear Lot Line -

(1) Adjacent to Commercial Lot -	10 feet
(2) Adjacent to Residential Lot -	25 feet
(3) Adjacent to Common Property -	10 feet

Common Property is exempt from the Surface Parking Area Set Back requirements of this subsection.

(iii) Specifically permitted in Set Back Areas (other than required side or rear Lot Set Back Areas) are signs approved by the relevant Architectural Committee, as well as telephone pedestals, transfers, light poles, power poles, vaults, controllers, or other support facilities which by necessity are best situated in the Set Back Areas. Such support facilities shall be specifically approved by the relevant Architectural Committee and shall conform where applicable to other requirements such as color, placement, screening or materials which are specified by the relevant Architectural Committee. The relevant Architectural Committee shall have the right during its review of construction plans to relax or reduce but not enlarge Set Back Areas, but in no event to allow violation of set-backs required by law, on any Lot where necessary or desirable to accomplish a more effective and compatible land utilization.

(d) Buffering Requirements for Commercial Uses Adjacent to Single-Family Residential Use. In connection with the development of any Commercial Lot adjacent to a

Residential Lot, the Owner of the Commercial Lot shall be required to meet, at its expense, buffering requirements along the portions of its Lot's boundaries which form a common boundary (the "Common Boundary") with a Residential Lot, whether or not construction of Living Units in the adjacent Residential Lots has yet commenced, as established by the New Construction Committee in the Commercial Development Guidelines.

(e) **Parking.** Each Owner of a Commercial Lot shall at all times devote a sufficient portion of its Lot to providing paved, off-street parking facilities adequate for the use(s) to which its Lot is put and the size, number and type of parking spaces and the location thereof within the Lot shall be approved by the New Construction Committee prior to the construction of any improvements on its Lot. The New Construction Committee shall have the right during its review of construction plans to alter parking ratios on Commercial Lots where necessary or desirable to accomplish a more effective and compatible land utilization. Notwithstanding any approval of parking improvements by the New Construction Committee, under no circumstance shall any use shall ever be permitted of any Lots nor any building be constructed thereon which requires, or shall be reasonably expected to require or attract, parking in excess of the capacity of the paved, off-street parking facility or facilities maintained upon said Lot. The determination of whether or not the Owner is providing adequate off-street parking facilities shall be in the sole good faith discretion of the New Construction Committee. All parking areas shall be internally curbed and drained, shall be paved with concrete, exposed aggregate concrete, or other suitable surfacing material approved in writing by the New Construction Committee. All parking areas on any Commercial Lot shall be screened from public view and dedicated streets and other Lots in a manner approved in writing by the relevant Architectural Committee, prior to construction or alteration of any improvements on such Lot. Parking will not be permitted in any street right-of-way, Set Back Areas, or any place other than the approved, paved parking spaces provided in accordance with the foregoing, and each Owner shall be responsible for compliance by their respective tenants, employees, visitors, licensees and invitees. Construction of parking areas which are part of the approved development plan for a Commercial Lot shall be substantially completed prior to tenant or owner occupancy of the Commercial Unit on such Lot.

(f) **Screening.** All Service Areas shall be screened from public view by screens, fences or other devices, as approved in writing by the relevant Architectural Committee. Without limitation of the foregoing, all trash areas (and dumpsters) shall be maintained in permanently screened and fenced enclosures which shall not be visible from any street used for public traffic, any Common Property or any adjacent or nearby Property. All mechanical equipment such as water towers, storage tanks, stand-fans, cooling towers, heating equipment, air conditioning or ventilating equipment, electric equipment, shall be mounted and screened from public view by fencing or landscaping, all of which must be approved by the relevant Architectural Committee. Any other exterior equipment shall be shielded from view from Common Property (including the Lakes), any adjacent or nearby Property, and any dedicated street within or adjacent to the Property, by means of an architecturally and aesthetically sound method which has been approved, in writing, by the relevant Architectural Committee before construction or erection thereof. Once the approval of the relevant Architectural Committee has

been so obtained pursuant to this Section, such screening must be maintained in a sound and sightly condition for so long as screening shall be required under the terms of this Declaration.

(g) **Signs.** All exterior signs of any kind or character, including, without limitation, temporary and/or permanent signs identifying Owners, providing directions, identifying buildings or other Improvements or governing parking or service deliveries, shall be of a design and material, and at locations, approved in writing by the relevant Architectural Committee and shall conform to the Sign Plan. Without limitation of the foregoing, no sign of a flashing or moving character shall be installed and no sign shall be painted on a building wall.

(h) **Illumination.** Exterior illumination facilities shall be required in a manner designated by the relevant Architectural Committee, so as to be aesthetically pleasing, architecturally compatible with improvements on the Lot and adjacent and nearby Property, non-glare producing when viewed from adjacent Property and reasonable for purposes of safety and crime deterrence.

(i) **Grading and Drainage.** Surface drainage on each Commercial Lot shall be collected on site and connected to underground storm drain structure. The Plans and Specifications for improvements on any Commercial Lot shall reflect the grading, drainage, site stabilization, plumbing system, paving and curb cuts on or for such Lot.

(j) **Initial and Subsequent Construction.** Each Owner of a Commercial Lot shall take care not to cause damage to any dedicated street, sidewalk, easement, utility, Landscaped Areas, or any other portion of or improvements on the Property during construction or alteration of any improvements on any Commercial Lot. Further, each Owner of a Commercial Lot shall take care periodically during the construction period to clean the streets adjacent to its Lot to remove any debris, mud, and other matter dropped by trucks coming to and from its Lot. Without limitation of the foregoing, in connection with any construction or alteration upon any Commercial Lot, the Owner or lessee shall submit to the New Construction Committee, as part of the Plans and Specifications, construction period plans which shall provide for (a) designation of access routes for construction traffic to and from the Commercial Lot; and (b) designation of sites within the Commercial Lot for: (1) storage of equipment or materials used in construction, (2) trash storage and pick up, and (3) concrete truck washdown; and (c) provision of perimeter fencing of the Lot during the construction period. No construction or alteration shall be commenced until such construction period plans have been approved by the New Construction Committee, and the Owner shall comply with such approved plans.

(k) **Open Space Requirements.** Open space is defined as land not covered by buildings or structures and not used for automobile parking areas or driveways. Open space may include landscape reserves, swimming pools, tennis courts and pedestrian sidewalks within a landscape easement. All open space must be landscaped and irrigated unless it remains as an undisturbed forest, wetland or other natural area. Open space does not include any land within a street right-of-way. Open space requirements for Commercial Lots within the Property are as follows (or as required by applicable law, whichever is most restrictive):

<u>Use</u>	<u>Open Space Required</u>
Retail, Commercial and Office Buildings	
(1) Building Plots Under 5 Acres -	20%
(2) Building Plots Over 5 Acres -	10%
Institutional	
(1) Schools (excluding ball fields) -	20%
(2) Churches -	20%
(3) Other -	As designated by Declarant
Business Parks, Service/Distribution, Office Showrooms	
(1) Select Neighborhoods (as designated by New Construction Committee) -	30%
(2) Other Areas of Property -	20%
Multi-Family Residential	
(1) 8 to 18 units per acre with 250 sq. ft. of courtyard/unit -	30%
(2) 8 to 18 units per acre without 250 sq. ft. of courtyard/unit -	40%
(3) Over 18 units per acre with 250 sq. ft. of courtyard/unit -	20%
(4) Over 18 units per acre without 250 sq. ft. of courtyard/unit -	30%
Other Uses Approved by Declarant -	As designated by Declarant

(1) **Other Restrictions.** Without limitation on the authority of the New Construction Committee to develop standards with respect to architectural requirements relating to Commercial Lots, the New Construction Committee shall expressly be authorized to regulate and develop (and the Board may enforce) restrictions and guidelines for: exterior materials; curb cuts; impervious cover/open space requirements; screening; buffering of other nearby uses; landscaping; noise; reflective glass, equipment and materials; lighting; signage; garbage disposal; parking; driveways; drainage; utility service; and building height.

ARTICLE XII

ANNEXATION OF ADDITIONAL PROPERTY; DEANNEXATION

Section 1. Annexation Without Approval of Membership.

(a) As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant, its successors or assigns, shall have the unilateral right, privilege, and option, from

time to time at any time until twenty (20) years from the date this initial Declaration is recorded in the Office of the County Clerk of Fort Bend County, Texas, to annex and subject to the provisions of this Declaration and the jurisdiction of the Association any property it may desire, whether in fee simple or leasehold, whether contiguous or non-contiguous, by filing in the Fort Bend County, Texas, Real Property Records a Supplemental Declaration annexing such property as more fully described below. Such Supplemental Declaration shall not require the vote of Members of the Association or approval by the Association or any person. Any such annexation shall be effective upon the filing of such Supplemental Declaration in the Fort Bend County, Texas, Real Property Records, unless otherwise provided therein.

Any such annexation or addition shall be accomplished by the execution and filing for record by Declarant (or the other Owner of the Property being added or annexed, to the extent such Owner has received a written assignment from Declarant of the right to annex), of an instrument to be called "SUPPLEMENTAL DECLARATION." Each Supplemental Declaration of annexation must set out and provide for the following:

(i) the name of the Owner of the Property being added or annexed who shall be called the "Declarant" for purposes of that Supplemental Declaration;

(ii) the legally sufficient perimeter (or recorded subdivision) description of the Property being added or annexed, separately describing all portions of the annexed Property that are dedicated and/or conveyed to the public or any governmental or quasi-governmental authority for street right-of-way or utility facility purposes, those portions that are to comprise Residential Lots, those portions that are to comprise Commercial Lots, and those portions that comprise Common Property (those being the only four permitted uses for annexed Property);

(iii) a mutual grant and reservation of rights and easements of the Owners in and to the existing and annexed Common Property and Facilities;

(iv) that the Property is being added or annexed in accordance with and subject to the provisions of this initial Declaration, as theretofore amended, and that the Property being annexed shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of this Declaration as theretofore and thereafter amended;

(v) that all of the provisions of this Declaration, as theretofore amended, shall apply to the Property being added or annexed with the same force and effect as if said Property were originally included in this Declaration as part of the Initial Property (subject to such modifications and exceptions as are stated therein and approved by the Association and Declarant as required herein); and

(vi) that a contract lien is therein reserved in favor of the Association, in the same manner as herein provided, to secure collection of the Assessments provided for, authorized or contemplated herein or in the Supplemental Declaration of annexation.

Each such "Supplemental Declaration" may contain other provisions not inconsistent with the provisions of this Declaration, as amended.

At such time as any "Supplemental Declaration" (of annexation) is filed for record as hereinabove provided, the annexation shall be deemed accomplished and the annexed area shall be a part of the Properties and subject to each and all of the provisions of this initial Declaration (as theretofore amended), and to the jurisdiction of the Association, in the same manner and with the same force and effect as if such annexed Property had been originally included in this initial Declaration as part of the Initial Property.

After additions or annexations are made, all Assessments collected by the Association from the Owners in the annexed areas shall be commingled with the Assessments collected from all other Owners so that there shall be a common maintenance fund for the Properties. Nothing in this Declaration shall be construed to represent or imply that Declarant, its successors or assigns, are under any obligation to add or annex additional Property to this development.

Section 2. **Annexation With Approval of Membership.** Subject to the written consent of the owner thereof, upon the written consent by affirmative vote of two-thirds (2/3) of the total number of votes of the Association present or represented by proxy at a meeting duly called for such purpose, but only if Declarant approves the same in writing during any period when the Declarant is a Class C Member, the Association may annex or permit the annexation of real property to the provisions of this Declaration and the jurisdiction of the Association by filing, or having the party owning such property file, a Supplemental Declaration in respect to the Property being annexed in the Fort Bend County, Texas, Real Property Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon recording in the Fort Bend County, Texas, Real Property Records unless otherwise provided therein. The timing of and manner in which notice of any such meeting of the Members of the Association, called for the purpose of determining whether additional Property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association for regular or special meetings, as the case may be.

Section 3. **Deannexation.** At any time and from time to time, as Declarant may determine in its sole and absolute discretion, without any obligation or liability to any Owner or any Owner's lender by reason thereof, Declarant may remove Property owned by it from this Declaration (and, thereby, from the jurisdiction of the Association) by filing in the Real Property Records of Fort Bend County, Texas, a "Notice of Deannexation of Property" stating that the parcel or parcels of land described therein are no longer part of the Property or subject to this Declaration. Such deannexation shall be effective immediately upon the filing of the Notice of Deannexation in the Fort Bend County, Texas, Real Property Records, without notice to any party whomsoever, including, without limitation, any other Owner.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. **Assignment of Declarant Rights.** Declarant may assign or transfer some or all of its rights as Declarant hereunder to one or more third parties provided that (i) at the time of the assignment such assignee owns more than one Lot (or, contemporaneously with the assignment of the Declarant's rights, is being conveyed more than one Lot), and (ii) such assignee is expressly designated in writing by CENTENNIAL HOMES, INC., as an assignee of all or part of the rights of CENTENNIAL HOMES, INC., as Declarant hereunder. In any assignment of all or part of the Declarant's rights to a third party pursuant to the terms hereof, CENTENNIAL HOMES, INC., may specify that the assignee or designee has or does not have the right (or has a limited right) to further assign the Declarant rights being transferred to the assignee. However, in the absence of any reference to a restriction on further assignment, the assignee shall have the right to further assign such transferred Declarant rights on the same terms as are stated above for CENTENNIAL HOMES, INC., except that the assignment under clause (ii) will be executed by the assignee of Declarant's rights having such power of assignment and the assignment by such assignee may not transfer Declarant rights more expansive than those transferred to the assigning Declarant pursuant to the assignment instrument by which it received such rights. Any attempted assignment or transfer of Declarant rights hereunder which does not strictly comply with the requirements of this Section shall be liberally interpreted as being in compliance with the requirements hereof if the intent of the parties to transfer Declarant rights pursuant hereto is reasonably clear.

Section 2. **Enforcement.** The terms and provisions of this Declaration shall run with and bind the land included in the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns. this Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the Property to enforce any lien created by this Declaration, and failure of Declarant, the Association, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

Section 3. **Incorporation.** The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Declarant conveying all or any part of the land in the Property, whether or not referred to therein, and all estates conveyed therein and warranties of title contained shall be subjected to the terms and provisions of this Declaration.

Section 3. **Covenants Running With Title.** The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

Section 4. **Amendments.** This Declaration may be amended in whole or in part by any instrument executed by the President of the Association when approved by Members entitled to cast not less than seventy-four percent (74%) of the aggregate of the votes of all Members of the Association, regardless of whether such Members are or are not present at a meeting of the Members called for that purpose. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended. All amendments shall be recorded in the Real Property Records of Fort Bend County, Texas. Nothing herein or in any Supplemental Declaration shall permit or be construed to permit the Owners of Lots within a given Neighborhood or a portion of the Property annexed by Supplemental Declaration to alone decide to de-annex all or any part of such Neighborhood or annexed Property from this Declaration or the jurisdiction of the Association, or to amend any particular restriction, requirement or provision herein, except upon a vote of seventy-four percent (74%) of all of the Members in the entire Association, including (but not requiring any particular percentage vote of) those Owners who were Members of the Association prior to the annexation of the Neighborhood or annexed area in question. No such group of Owners or Members shall have such right to secede from the Association or amend such restrictions except on an Association-wide vote as above contemplated.

Section 6. **Amendments by Declarant.**

(a) Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not impair or affect the vested property or other rights of any Owner or such Owner's mortgagee.

(b) Particularly reserved to Declarant is the right and privilege of Declarant to designate, by Supplemental Declaration, additional and/or more specific restrictions applicable to any portion of the Properties within this Declaration so long as Declarant owns at least ninety percent (90%) of the number of Lots within the portion(s) of the Property to be so affected. Such additional restriction may be done by Declarant without the consent or joinder of the other ten percent (10%) of Lot owners in such affected area. No such designation of additional or more specific requirements or restrictions, or subsequent change of requirements or restrictions, as provided for herein, shall be deemed to adversely affect any substantial right of any existing Owner.

Section 7. **Books and Records.** The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member or Members will not become burdensome to nor constitute harassment of the Association. this Declaration and the Articles of Incorporation and the By-Laws of the Association

shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 8. **Indemnification and Hold Harmless.**

(a) **By the Association.** The Association shall indemnify every officer and director against any and all expenses, including fees of legal counsel, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reasons of being or having been an officer or director. The officers and directors 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 by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless from and against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

(b) **By an Owner.** Each Owner shall be liable to the Association for any damage to the Common Properties and/or Facilities of any type or to any equipment thereon which may be sustained by reason of the negligence of said Owner, his tenants, employees, agents, customers, guests or invitees, to the extent that any such damage shall not be covered by insurance. Further, it is specifically understood that neither the Declarant, the Association, the Board of Directors, or any Owner shall be liable to any person for injury or damage sustained by such person occasioned by the use of any portion of the recreational facilities or other Common Properties or Facilities within the Properties. Every Owner does hereby agree to defend, indemnify and hold harmless the Declarant, the Association, the Board of Directors and other Owners from and against any such claim or damage as referenced in the immediately preceding sentence hereof, including, without limitation, legal fees and court costs.

Section 9. **Rights of Mortgagees and Lienholders.** No violations of any of these restrictions, covenants or conditions shall affect or impair the rights of any mortgagee or lienholder under any mortgages or deed of trust, or the rights of any assignee of any mortgagee or lienholder under any such mortgage or deed of trust.

Section 10. **Right to Subdivide or Resubdivide.** Prior to the time Declarant parts with title thereto, Declarant shall have the right (but shall never be obligated) to subdivide or resubdivide into Lots, by recorded Plat or in any other lawful manner, all or any part of the land included within the Property. During any period that Declarant owns any part of the Property, Declarant's prior written approval must be obtained to any subdivision plat to be filed of record

by any Owner if such Plat would result in the division of the Property being Platted into more platted lots or reserves than was the case prior to the recordation thereof. Except for Platting by Declarant, the Association's prior written approval shall also be required for any subdivision Platting which changes the boundaries of any Plat previously filed or approved by Declarant or the Association.

Section 11. **Building Sites.** With the written approval of the New Construction Committee and (during any period that Declarant owns any part of the Property) Declarant, the Owner of a Lot may designate a part of the Lot, and/or the Owner(s) of a group of Lots, each of which is adjacent to one or more of the other Lots in the group, may designate those Lots or any combination of such Lots and adjoining portions of other Lots owned by such group, to be a building site or building sites hereunder. The front, rear and side lines of the Platted Lots affected by such designation, as such lines are designated herein or on the subdivision Plat, shall be adjusted to conform to the front, rear and side lines of the new building sites for building and other purposes; provided, however, that if replatting is necessary to amend setbacks shown on the relevant Plat(s) for such combined Lots to allow legal use of such combined Lots (or portions) as a single Lot for setback purposes as herein contemplated (i.e., to amend setbacks otherwise required by law and not included on the Plat simply for purposes of showing set-backs established by this Declaration), then the Owner or Owners of such Lots (or portions) to be included in such building site shall be required, as a condition to commencing any construction in violation of setbacks established on the recorded Plat or Plats affecting such Lots and at their sole cost and expense (in addition to compliance with all other terms and conditions of this Declaration), to cause the relevant Plat(s) to be amended as they relate to such building site in order to conform to the set backs required herein for such building site. Improvements, limited to the improvements permitted in this Declaration or subsequent Supplemental Declarations, may be constructed on any such building site in accordance with the new front, rear and side lines thereof. Each such building site, upon being designated as such by the Owner(s) thereof with the written approval of the New Construction Committee (and Declarant, as applicable), shall thereafter be a Lot for all purposes of this Declaration, except that all future Assessments payable by the Owner of a building site comprised of several Lots combined into one building site in accordance with this Section 11 will be based upon one Assessment for each of the originally Platted Lots (or portions) so combined.

Section 12. **No Obligation as to Adjacent Property.** The Property is or may be a part of a larger tract or block of land owned by or under contract to Declarant. While Declarant may subdivide other portions of its property now or hereafter acquired, or may subject the same to a declaration similar to or dissimilar from this Declaration, Declarant shall have no obligation to do so, and if Declarant elects to do so, any subdivision plat or declaration executed by Declarant with respect to any of its other property may be the same as or as similar to or dissimilar from any subdivision Plat, this Declaration or Supplemental Declaration covering the Property, or any part thereof, as Declarant may desire and determine in its sole and exclusive discretion. Some of the tracts shown as "Acreage" on the initial Property Plats are or may be a part of the other property of Declarant referred to in this Section.

Section 13. **Renting or Leasing.** Improvements on Residential Lots may be rented or leased only by written leases and subject to the following restrictions:

(a) All tenants shall be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.

(b) Each Owner agrees to cause his lessee, Occupant, or persons living with such Owner to comply with this Declaration, By-Laws, and the rules and regulations promulgated thereunder, and is responsible for all violations and losses caused by such tenants or Occupants, notwithstanding the fact that such Occupants of the Living Unit are fully liable for any violation of the documents and regulations; failure to comply shall, at the Board's option, be considered a default under the Occupant's lease.

(c) In the event that a lessee, Occupant or person living with the lessee violates a provision of this Declaration, By-Laws or rules and regulations adopted pursuant to thereto, the Board shall have the power to bring an action or suit against the lessee or other Occupant and/or Owner (in the Association's sole discretion) to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity, including, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee.

(d) The Board of Directors shall also have the power to impose reasonable fines upon the lessee, other Occupant and/or the Owner for any violation by the lessee, Occupant, or person living with the lessee of any duty imposed under this Declaration, the Association By-Laws, or rules and regulations adopted pursuant thereto, and to suspend the right of the Owner, lessee, Occupant or person living with the lessee to use the Common Properties and Facilities. The Board shall have authority and standing to enforce any lease restrictions contained in or promulgated in accordance with any recorded instrument causing any part of the Property to become subject to this Declaration and/or any Supplemental Declaration.

Section 14. **Notice.** Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when (i) delivered in person and receipted for, or (ii) three (3) days after deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed, if to an Owner, to the Owner's last known address as shown on the records of the Association at the time of such mailing or, if to the Association, to its President, Secretary or registered agent. The initial address for the Association and Declarant shall be:

GRAND LAKES COMMUNITY ASSOCIATION, INC.

333 Cypress Run, Suite 300,
Houston, Texas 77094

And such address for the Association and Declarant shall be effective unless and until a supplement to this Declaration shall be made and filed in the Real Property Records of Fort

Bend County, Texas, specifying a different address for the party filing such supplement (in which event such address specified in such supplement shall be the address, for the purposes of this Section 13, for the addressee named in such supplement).

Section 15. **Enforcement.** The covenants, conditions, restrictions, easements, uses, privileges, Assessments and liens of this Declaration shall run with the land and be binding upon and inure to the benefit of Declarant, the Association and each Owner of the Properties or any part thereof, their respective heirs, legal representatives, successors and assigns. The enforcement of the provisions of this Declaration shall be vested in the Association. In the event the Association fails or refuses to enforce a provision of this Declaration for a period of thirty (30) days after written notice from Declarant or any Owner, as the case may be, Declarant or any Owner shall have the right, but not the obligation, to enforce such provisions. A breach of any of the provisions of this Declaration shall give to the party entitled to enforce such provision the right to bring a proceeding at law or in equity against the party or parties breaching or attempting to breach this Declaration and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting from such breach. A breach of this Declaration by an Owner relating to the use or maintenance of any portion of the Properties or part thereof is hereby declared to be and constitute a nuisance and every public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to remedy such breach. In any legal or equitable proceedings for the enforcement of this Declaration or to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the attorney's fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceedings. All remedies provided under this Declaration, including those at law or in equity, shall be cumulative and not exclusive. No party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration.

Section 16. **Good Faith Lender's Clause.** No violation of this Declaration shall affect any lien or deed of trust of record upon any Property subject to Assessment or any part of the Property, when held in good faith. These liens may be enforced in due course, subject to the provisions of this Declaration.

Section 17. **Conflict with Deeds of Conveyance; Declarant's Rights.** If any part of this Declaration shall be in conflict with any term of a previously recorded deed of conveyance to any portion of the Property, the term of the prior deed of conveyance shall govern, but only to the extent of such conflict. Where rights are reserved to Declarant by the restrictions of this Declaration, Declarant reserves the right to modify such restrictions as necessary in subsequent deeds of conveyance, in which case the terms of the deeds of conveyance shall prevail.

Section 18. **Duration.** This Declaration shall remain in full force and effect for a term of thirty (30) years from the date this Declaration is recorded in the Office of the County Clerk of Fort Bend County, Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the Members entitled to cast not less than seventy-four percent (74%) of the aggregate of the votes

of all of the Classes of Membership viewed as a whole has been filed for record in the Office of the County Clerk of Fort Bend County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date. No particular area or Neighborhood annexed herein by Supplemental Declaration or otherwise made a separate Neighborhood hereunder, nor the Owners thereof, shall be entitled to elect not to renew the term hereof, as it pertains to such Neighborhood, except upon a vote of the requisite percentage (set forth above) of all Members of the entire Association, including those Members owning Lots within and those owning Lots outside of the Neighborhood or annexed area that desires non-renewal.

Section 19. Severability. Invalidation of any term or provision of this Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 20. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all case be assumed as though in each case fully expressed.

Section 21. Titles. The titles of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any terms or provisions contained in this Declaration.

Section 22. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Declarant and the Association, and their respective successors and assigns.

IN WITNESS WHEREOF, this Declaration is executed this the 28th day of August, 1997.

DECLARANT:

CENTENNIAL HOMES, INC., a Texas corporation

By: Joel M Marshall

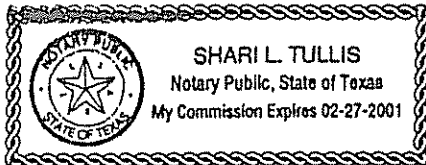
Name: Joel M Marshall

Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, a Notary Public in and for said State, on this 28th day of August, 1997, by Joel M. Marshall, the Vice President of CENTENNIAL HOMES, INC., a Texas corporation, on behalf of said corporation.

(AFFIX SEAL)



Shari Tullis
Notary Public in and for
The State of Texas

Shari Tullis
Notary's Printed Name

My Commission Expires: 2-27-2001

AFTER RECORDING, RETURN TO:

Jonathan Peckham
Boyar, Simon & Miller
4265 San Felipe, Suite 1200
Houston, Texas 77027

AS PER ORIGINAL

EXHIBIT "A"

COSTELLO, INC.

TRACT 1
METES AND BOUNDS DESCRIPTION
7.9088 ACRES
GEORGE FIELDS SURVEY, ABSTRACT NO. 591
FORT BEND COUNTY, TEXAS
C.I. NO. 1093-94

A METES AND BOUNDS DESCRIPTION OF A 7.9088 ACRE TRACT OF LAND OUT OF THE GEORGE FIELDS SURVEY, ABSTRACT NO. 591, FORT BEND COUNTY, TEXAS: SAID 7.9088 ACRE TRACT OF LAND BEING ALL OF THAT CERTAIN 5.0669 ACRE TRACT OF LAND RECORDED IN THE NAME OF VIA LAND JOINT VENTURE IN VOLUME 1827 PAGE 1354 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY (O.R.F.B.C.) AND A PORTION OF A 3.6401 ACRE TRACT OF LAND RECORDED IN THE NAME OF VIA LAND JOINT VENTURE IN VOLUME 1835 PAGE 1827 OF THE O.R.F.B.C.; SAID 7.9088 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AND REFERENCED TO TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ACQUISITION MAPS FOR THE GRAND PARKWAY):

BEGINNING AT A 5/8-INCH IRON ROD WITH PLASTIC CAP SET FOR THE NORTHEAST CORNER OF SAID 5.0669 ACRE TRACT;

THENCE, WITH AN EASTERLY LINE OF SAID 5.0669 ACRE TRACT, SOUTH 22 DEGREES 38 MINUTES 52 SECONDS EAST, A DISTANCE OF 392.22 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

THENCE, WITH A SOUTHERLY LINE OF SAID 5.0669 ACRE TRACT, SOUTH 82 DEGREES 59 MINUTES 47 SECONDS WEST, A DISTANCE OF 200.00 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

THENCE, WITH AN EASTERLY LINE OF SAID 5.0669 ACRE TRACT, SOUTH 22 DEGREES 38 MINUTES 52 SECONDS EAST, A DISTANCE OF 329.11 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET ON THE NORTHERLY RIGHT OF WAY (R.O.W.) LINE OF F.M. 1093 (100-FEET WIDE);

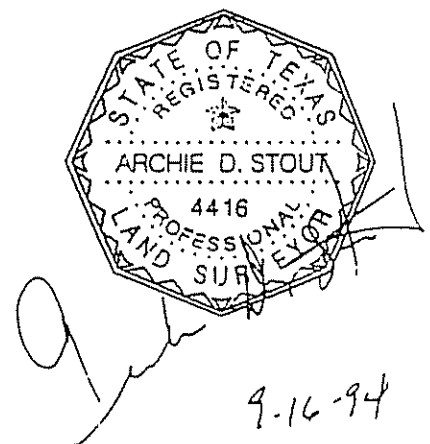
THENCE, WITH SAID NORTHERLY R.O.W. LINE, SOUTH 83 DEGREES 03 MINUTES 00 SECONDS WEST, AT A DISTANCE OF 209.33 FEET PASS A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 5.0669 ACRE TRACT AND THE SOUTHEAST CORNER OF AFORESAID 3.6401 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 492.29 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET FOR THE SOUTHERLY END OF A CUTBACK AT THE EAST R.O.W. LINE OF PEEK ROAD (100-FOOT WIDE) AS RECORDED IN SLIDE NO.'S 847/A AND 847/B OF THE FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.);

THENCE, WITH SAID EAST R.O.W. LINE, THE FOLLOWING THREE (3) COURSES:

1. NORTH 49 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.38 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET FOR THE NORTHERLY END OF A R.O.W. CUTBACK LINE;
2. NORTH 02 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 310.03 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
3. 369.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 08 DEGREES 33 MINUTES 44 SECONDS, A RADIUS OF 2470.03 FEET AND A CHORD THAT BEARS NORTH 06 DEGREES 49 MINUTES 51 SECONDS WEST, A DISTANCE OF 368.78 FEET TO A CORPS OF ENGINEER'S MONUMENT IN CONCRETE FOUND ON THE NORTH LINE OF THE AFORESAID 3.6401 ACRE TRACT AND THE SOUTH LINE OF A CALL 76.1 ACRE TRACT RECORDED IN THE NAME OF THE UNITED STATES OF AMERICA IN CIVIL ACTION NO. 691;

THENCE, WITH THE NORTH LINE OF SAID 3.6401 ACRE TRACT AND THE SOUTH LINE OF SAID 76.1 ACRE TRACT, NORTH 82 DEGREES 50 MINUTES 29 SECONDS EAST, AT A DISTANCE OF 77.40 FEET PASS THE NORTHEAST CORNER OF SAID 3.6401 ACRE TRACT AND THE NORTHWEST CORNER OF THE AFORESAID 5.0669 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 486.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.9088 ACRES OF LAND.

JOB NO 94030-011
SEPT. 16, 1994
C.I. NO 009394 N105



COSTELLO, INC.
TRACT 2
METES AND BOUNDS DESCRIPTION
69.5449 ACRES
L.A. PATILLO SURVEY, ABSTRACT NO. 306
GEORGE FIELDS SURVEY, ABSTRACT NO. 591
JOEL E. McCRARY SURVEY, ABSTRACT NO. 403
FORT BEND COUNTY, TEXAS
C.I. NO. 1054-94

A METES AND BOUNDS DESCRIPTION OF A 69.5449 ACRE TRACT OF LAND OUT OF THE L.A. PATILLO SURVEY, ABSTRACT NO. 306, THE GEORGE FIELDS SURVEY, ABSTRACT NO. 591 AND THE JOEL McCRARY SURVEY, ABSTRACT NO. 403, FORT BEND COUNTY, TEXAS; SAID 69.5449 ACRE TRACT OF LAND BEING OUT OF A CALL 374.0487 ACRE TRACT RECORDED IN THE NAME OF VIA LAND JOINT VENTURE IN VOLUME 2256 PAGE 2150 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY (O.R.F.B.C.); SAID 69.5449 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AND REFERENCED TO TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ACQUISITION MAPS FOR THE GRAND PARKWAY):

BEGINNING AT A CORPS OF ENGINEER'S MONUMENT IN CONCRETE FOUND FOR AN INTERIOR CORNER OF SAID CALL 374.0487 ACRE TRACT AND THE NORTHWEST CORNER OF A CALL 76.1 ACRE TRACT RECORDED IN THE NAME OF THE UNITED STATES OF AMERICA IN CIVIL ACTION NO. 691, SAID MONUMENT ALSO BEING ON THE SOUTH LINE OF A CALL 11.318 ACRE TRACT (PARCEL 2E) RECORDED IN THE NAME OF THE STATE OF TEXAS IN VOLUME 2170 PAGE 2253 OF THE O.R.F.B.C.;

THENCE, WITH AN EAST LINE OF SAID CALL 374.0487 ACRE TRACT AND THE WEST LINE OF SAID CALL 76.1 ACRE TRACT, SOUTH 07 DEGREES 11 MINUTES 09 SECONDS EAST, A DISTANCE OF 499.80 FEET TO A CORPS OF ENGINEER'S MONUMENT IN CONCRETE FOUND FOR AN INTERIOR CORNER OF SAID CALL 374.0487 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID CALL 76.1 ACRE TRACT;

THENCE, WITH A NORTH LINE OF SAID CALL 374.0487 ACRE TRACT AND THE SOUTH LINE OF SAID CALL 76.1 ACRE TRACT, NORTH 82 DEGREES 50 MINUTES 29 SECONDS EAST, A DISTANCE OF 1712.52 FEET TO A 5/8-INCH IRON ROD FOUND FOR AN INTERIOR CORNER OF SAID CALL 374.0487 ACRE TRACT AND THE NORTHWEST CORNER OF A CALL 30.00 ACRE TRACT RECORDED IN THE NAME OF THE RESOLUTION TRUST CORPORATION IN VOLUME 2609 PAGE 2497 OF THE O.R.F.B.C.;

THENCE, WITH AN EAST LINE OF SAID CALL 374.0487 ACRE TRACT AND THE WEST LINE OF SAID CALL 30.00 ACRE TRACT, SOUTH 06 DEGREES 57 MINUTES 00 SECONDS EAST; A DISTANCE OF 686.58 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID CALL 374.0487 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID CALL 30.00 ACRE TRACT, SAID IRON ROD BEING ON THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF F.M. 1093 (100-FOOT WIDE);

THENCE, WITH THE SOUTH LINE OF SAID CALL 374.0487 ACRE TRACT AND THE NORTH R.O.W. LINE OF SAID F.M. 1093, SOUTH 83 DEGREES 03 MINUTES 00 SECONDS WEST, A DISTANCE OF 1719.71 FEET TO A STATE DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORTATION (S.D.H.P.T.) ALUMINUM DISC FOUND FOR AN INTERSECTION WITH THE EAST R.O.W. LINE OF STATE HIGHWAY 99 (GRAND PARKWAY, WIDTH VARIES) AS CONVEYED TO THE STATE OF TEXAS (PARCEL 2) IN VOLUME 2170 PAGE 2353 OF THE O.R.F.B.C.;

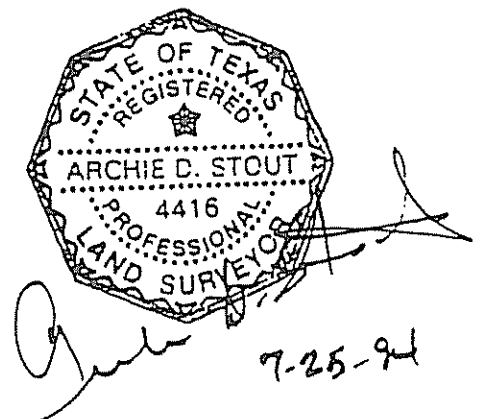
THENCE, WITH THE EAST R.O.W. LINE OF SAID STATE HIGHWAY THE FOLLOWING ELEVEN (11) COURSES:

1. NORTH 06 DEGREES 57 MINUTES 00 SECONDS WEST, A DISTANCE OF 41.85 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
2. 27.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 00 DEGREES 16 MINUTES 27 SECONDS, A RADIUS OF 5669.58 FEET AND A CHORD THAT BEARS SOUTH 88 DEGREES 13 MINUTES 11 SECONDS WEST, A DISTANCE OF 27.14 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
3. SOUTH 89 DEGREES 08 MINUTES 03 SECONDS WEST, A DISTANCE OF 442.14 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
4. SOUTH 87 DEGREES 23 MINUTES 17 SECONDS WEST, A DISTANCE OF 334.56 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
5. NORTH 87 DEGREES 32 MINUTES 35 SECONDS WEST, A DISTANCE OF 205.16 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
6. SOUTH 87 DEGREES 31 MINUTES 38 SECONDS WEST, A DISTANCE OF 396.21 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
7. NORTH 13 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 453.35 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;

8. NORTH 06 DEGREES 57 MINUTES 00 SECONDS WEST, A DISTANCE OF 361.59 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
9. 588.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 08 DEGREES 45 MINUTES 17 SECONDS, A RADIUS OF 3850.00 FEET AND A CHORD THAT BEARS NORTH 02 DEGREES 34 MINUTES 22 SECONDS WEST, A DISTANCE OF 587.70 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
10. NORTH 09 DEGREES 01 MINUTES 03 SECONDS EAST, A DISTANCE OF 199.11 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
11. NORTH 01 DEGREES 48 MINUTES 17 SECONDS EAST, A DISTANCE OF 196.97 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP SET, SAID IRON ROD BEING ON THE NORTHEAST LINE OF THE AFORESAID JOEL E. McCRARY SURVEY, ABSTRACT NO. 403 AND THE SOUTHWEST LINE OF THE AFORESAID L.A. PATILLO SURVEY, ABSTRACT NO. 306;

THENCE, WITH THE NORTHEAST LINE OF SAID JOEL E. McCRARY SURVEY, ABSTRACT NO. 403, THE SOUTHWEST LINE OF SAID L.A. PATILLO SURVEY, ABSTRACT NO. 306 AND THE SOUTH LINE OF SAID 11.318 ACRE TRACT, SOUTH 47 DEGREES 14 MINUTES 10 SECONDS EAST, A DISTANCE OF 1031.53 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP SET;

THENCE, CONTINUING WITH THE SOUTH LINE OF SAID 11.318 ACRE TRACT, NORTH 82 DEGREES 50 MINUTES 20 SECONDS EAST, A DISTANCE OF 661.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 69.5449 ACRES OF LAND.



COSTELLO, INC.

TRACT 3

METES AND BOUNDS DESCRIPTION

250.6451 NET ACRES

L.A. PATILLO SURVEY, ABSTRACT NO. 306

GEORGE FIELDS SURVEY, ABSTRACT NO. 591

FORT BEND COUNTY, TEXAS

C.I. NO. 1055-94

A METES AND BOUNDS DESCRIPTION OF A 262.6832 ACRE TRACT OF LAND OUT OF THE L.A. PATILLO SURVEY, ABSTRACT NO. 306 AND THE GEORGE FIELDS SURVEY, ABSTRACT NO. 591, FORT BEND COUNTY, TEXAS; SAID 262.6832 ACRE TRACT OF LAND BEING OUT OF A CALL 374.0487 ACRE TRACT RECORDED IN THE NAME OF VIA LAND JOINT VENTURE IN VOLUME 2256 PAGE 2150 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY (O.R.F.B.C.); SAID 262.6832 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AND REFERENCED TO TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ACQUISITION MAPS FOR THE GRAND PARKWAY):

COMMENCING AT A CORPS OF ENGINEER'S MONUMENT IN CONCRETE FOUND FOR AN INTERIOR CORNER OF SAID CALL 374.0487 ACRE TRACT AND THE NORTHWEST CORNER OF A CALL 76.1 ACRE TRACT RECORDED IN THE NAME OF THE UNITED STATES OF AMERICA IN CIVIL ACTION NO. 691, SAID MONUMENT ALSO BEING ON THE SOUTH LINE OF A CALL 11.318 ACRE TRACT (PARCEL 2E) RECORDED IN THE NAME OF THE STATE OF TEXAS IN VOLUME 2170 PAGE 2253 OF THE O.R.F.B.C.;

THENCE, WITH A SOUTH LINE OF SAID CALL 374.0487 ACRE TRACT, THE NORTH LINE OF SAID CALL 76.1 ACRE TRACT AND THE SOUTH LINE OF SAID CALL 11.318 ACRE TRACT, NORTH 82 DEGREES 50 MINUTES 20 SECONDS EAST, A DISTANCE OF 3241.35 FEET TO THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF PEEK ROAD (100-FOOT WIDE) AS RECORDED IN SLIDE NUMBERS 847B AND 848A OF THE FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.);

THENCE, WITH THE WEST R.O.W. LINE OF SAID PEEK ROAD, NORTH 22 DEGREES 36 MINUTES 01 SECONDS WEST, A DISTANCE OF 129.85 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP SET FOR THE POINT OF BEGINNING AND SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT. SAID IRON ROD ALSO BEING THE NORTHEAST CORNER OF SAID 11.318 ACRE TRACT;

North

THENCE, WITH THE SOUTH LINE OF AFORESAID CALL 11.318 ACRE TRACT THE FOLLOWING THREE (3) COURSES:

1. SOUTH 68 DEGREES 14 MINUTES 54 SECONDS WEST, A DISTANCE OF 99.91 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP SET;
2. SOUTH 82 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 3724.75 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP SET;
3. NORTH 47 DEGREES 14 MINUTES 10 SECONDS WEST, A DISTANCE OF 1071.78 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP SET ON THE EAST R.O.W. LINE OF STATE HIGHWAY NO. 99 (GRAND PARKWAY, WIDTH VARIES) AS CONVEYED TO THE STATE OF TEXAS (PARCEL 2) IN VOLUME 2170 PAGE 2253 OF THE O.R.F.B.C.;

THENCE, WITH THE EAST R.O.W. LINE OF SAID STATE HIGHWAY NO. 99 THE FOLLOWING EIGHT (8) COURSES:

1. NORTH 01 DEGREES 48 MINUTES 17 SECONDS EAST, A DISTANCE OF 19.50 FEET TO A STATE DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORTATION (S.D.H.P.T.) ALUMINUM DISC FOUND;
2. 1253.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 18 DEGREES 46 MINUTES 36 SECONDS, A RADIUS OF 3825.00 FEET AND A CHORD THAT BEARS NORTH 11 DEGREES 11 MINUTES 35 SECONDS EAST, A DISTANCE OF 1247.91 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
3. NORTH 05 DEGREES 53 MINUTES 57 SECONDS EAST, A DISTANCE OF 98.64 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
4. NORTH 20 DEGREES 34 MINUTES 53 SECONDS EAST, A DISTANCE OF 446.36 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
5. NORTH 27 DEGREES 56 MINUTES 09 SECONDS EAST, A DISTANCE OF 303.68 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
6. NORTH 21 DEGREES 59 MINUTES 39 SECONDS EAST, A DISTANCE OF 228.35 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;

AS PER ORIGINAL

7. 467.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 04 DEGREES 03 MINUTES 31 SECONDS, A RADIUS OF 6600.00 FEET AND A CHORD THAT BEARS NORTH 16 DEGREES 12 MINUTES 48 SECONDS EAST, A DISTANCE OF 467.43 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP SET;
8. NORTH 31 DEGREES 50 MINUTES 50 SECONDS EAST, A DISTANCE OF 35.23 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND AT THE SOUTHWEST END OF A CUTBACK AT THE SOUTHEAST INTERSECTION OF SAID STATE HIGHWAY NO. 99 WITH FRY ROAD (100-FOOT WIDE) AS RECORDED IN SLIDE NUMBERS 847B AND 848A OF THE F.B.C.P.R.;

THENCE, NORTH 69 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 32.39 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND AT THE NORTHEAST END OF A CUTBACK AT THE SOUTHEAST INTERSECTION OF SAID STATE HIGHWAY NO. 99 WITH SAID FRY ROAD;

THENCE, WITH THE SOUTH R.O.W. LINE OF SAID FRY ROAD THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 82 DEGREES 49 MINUTES 12 SECONDS EAST, A DISTANCE OF 99.86 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP SET;
2. SOUTH 77 DEGREES 04 MINUTES 19 SECONDS EAST, A DISTANCE OF 1127.77 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP SET;
3. 1271.18 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 35 DEGREES 31 MINUTES 42 SECONDS, A RADIUS OF 2050.00 FEET AND A CHORD THAT BEARS NORTH 85 DEGREES 09 MINUTES 50 SECONDS EAST, A DISTANCE OF 1250.91 FEET TO A 5/8-INCH IRON ROD FOUND;
4. NORTH 67 DEGREES 23 MINUTES 59 SECONDS EAST, A DISTANCE OF 172.84 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP SET AT THE WEST END OF A CUTBACK AT THE SOUTHWEST INTERSECTION OF SAID FRY ROAD WITH AFORESAID PEEK ROAD;

THENCE, SOUTH 67 DEGREES 36 MINUTES 01 SECONDS EAST, A DISTANCE OF 21.21 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP SET AT THE EAST END OF A CUTBACK AT THE SOUTHWEST INTERSECTION OF SAID FRY ROAD WITH SAID PEEK ROAD;

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THENCE, WITH THE WEST R.O.W. LINE OF SAID PEEK ROAD THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 22 DEGREES 36 MINUTES 01 SECONDS EAST, A DISTANCE OF 37.31 FEET TO A 5/8-INCH IRON ROD FOUND;
2. 243.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 43 SECONDS, A RADIUS OF 1950.00 FEET AND A CHORD THAT BEARS SOUTH 19 DEGREES 01 MINUTES 09 SECONDS EAST, A DISTANCE OF 243.59 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP SET;
3. SOUTH 15 DEGREES 26 MINUTES 18 SECONDS EAST, A DISTANCE OF 150.72 FEET TO A 5/8-INCH IRON ROD WITH A PLASTIC CAP SET;
4. 256.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 43 SECONDS, A RADIUS OF 2050.00 FEET AND A CHORD THAT BEARS SOUTH 19 DEGREES 01 MINUTES 10 SECONDS EAST, A DISTANCE OF 256.08 FEET TO A 5/8-INCH IRON ROD FOUND;
5. SOUTH 22 DEGREES 36 MINUTES 01 SECONDS EAST, A DISTANCE OF 2386.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 262.6832 ACRES OF LAND.

INCLUDING THE FOLLOWING PROPERTIES IF, AS AND WHEN TITLE THERETO IS ACQUIRED BY DECLARANT:

TRACT NO. 1

DIRECTOR'S LOT NO. 1, A 0.1148 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1921, PAGE 1078 OF THE O.R.F.B.C.

TRACT NO. 2

DIRECTOR'S LOT NO. 2, A 0.1148 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1921, PAGE 1082 OF THE O.R.F.B.C.

TRACT NO. 3

DIRECTOR'S LOT NO. 3, A 0.1148 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1921, PAGE 1086 OF THE O.R.F.B.C.

AS PER OFFICIAL

TRACT NO. 4

DIRECTOR'S LOT NO. 4, A 0.1148 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1921, PAGE 1090 OF THE O.R.F.B.C.

TRACT NO. 5

DIRECTOR'S LOT NO. 5, A 0.1148 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1921, PAGE 1094 OF THE O.R.F.B.C.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 12.0381 ACRE TRACT OF LAND:

AS PER ORDER

FIELD NOTES FOR 12.0381 ACRES

Being a 12.0381 acre tract of land located in the L.A. Patillo Survey, A-306, in Fort Bend County, Texas; said 12.0381 acre tract being out of a 262.1092 acre tract of land recorded in the name of Trendmaker, Inc. in volume 2683, page 0092 of the Official Records of Fort Bend County (O.R.F.B.C.); said 12.0381 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone, and referenced to Texas Department of Transportation right of way acquisition maps for the Grand Parkway):

Beginning at a 5/8-inch iron rod with a yellow plastic cap stamped "COSTELLO INC. RPLS 4416" found at the south end of a cutback at the southwest intersection of Fry Road (50-foot wide) and Peek Road (50-foot wide), same being the northeast corner of said 262.6832 acre tract;

Thence, with the west Right-Of-Way (R.O.W.) line of said Peek Road and the east line of said 262.1092 acre tract, the following four (4) courses:

1. South 22 degrees 36 minutes 01 seconds East, a distance of 37.31 feet to a 5/8-inch iron rod found;
2. 243.75 feet along the arc of a curve to the right, said curve having a central angle of 07 degrees 09 minutes 43 seconds, a radius of 1950.00 feet and a chord that bears South 19 degrees 01 minutes 09 seconds East, a distance of 243.59 feet to a 5/8-inch iron rod with a yellow plastic cap stamped "COSTELLO INC. RPLS 4416" found;
3. South 15 degrees 26 minutes 18 seconds East, a distance of 150.72 feet to a 5/8-inch iron rod with a yellow plastic cap stamped "COSTELLO INC. RPLS 4416" found;
4. 206.00 feet along the arc of a curve to the left, said curve having a central angle of 05 degrees 45 minutes 27 seconds, a radius of 2050.00 feet and a chord that bears South 18 degrees 19 minutes 02 seconds East, a distance of 205.91 feet to a 5/8-inch iron rod with a yellow plastic cap stamped "COSTELLO INC. RPLS 4416" set;
5. Thence, leaving said west R.O.W. line and said east line, South 68 degrees 48 minutes 15 seconds West, a distance of 698.00 feet to a 5/8-inch iron rod with a yellow plastic cap stamped "COSTELLO INC. RPLS 4416" set;

6. Thence, North 59 degrees 54 minutes 58 seconds West, a distance of 221.27 feet to a 5/8-inch iron rod with a yellow plastic cap stamped "COSTELLO INC. RPLS 4416" set;
7. Thence, North 07 degrees 08 minutes 23 seconds West, a distance of 551.36 feet to a 5/8-inch iron rod with a yellow plastic cap stamped "COSTELLO INC. RPLS 4416" set in the north line of aforesaid 262.1092 acre tract and the south R.O.W. line of aforesaid Fry Road;

Thence, with said south R.O.W. line and said north line, the following two (2) courses:

8. 553.18 feet along the arc of a curve to the left, said curve having a central angle of 15 degrees 27 minutes 40 seconds, a radius of 2050.00 feet and a chord that bears North 75 degrees 07 minutes 49 seconds East, a distance of 551.51 feet to a 5/8-inch iron rod found;
9. North 67 degrees 23 minutes 59 seconds East, a distance of 172.84 feet to a 5/8-inch iron rod with a yellow plastic cap stamped "COSTELLO INC. RPLS 4416" set at the west end of a cutback at the southwest intersection of aforesaid Fry Road with aforesaid Peek Road;
10. Thence, with said cutback, South 67 degrees 36 minutes 01 seconds East, a distance of 21.21 feet to the **Point of Beginning** and containing 12.0381 acres of land.

GROSS ACREAGE	262.6832 ACRES
<u>SAVE AND EXCEPT TRACT</u>	<u>12.0381 ACRES</u>
NET ACREAGE	250.6451 ACRES

COSTELLO, INC.

TRACT 4
METES AND BOUNDS DESCRIPTION
110.9673 NET ACRES
GEORGE FIELDS SURVEY, ABSTRACT NO. 591
FORT BEND COUNTY, TEXAS
C.I. NO. 1056-94

A METES AND BOUNDS DESCRIPTION OF A 111.4673 ACRE TRACT OF LAND OUT OF THE GEORGE FIELDS SURVEY, ABSTRACT NO. 591, FORT BEND COUNTY, TEXAS; SAID 111.4673 ACRE TRACT OF LAND BEING OUT OF A CALL 1689.6779 ACRE TRACT RECORDED IN THE NAME OF VIA LAND JOINT VENTURE IN VOLUME 1568 PAGE 678 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY (O.R.F.B.C.); SAID 111.4673 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AND REFERENCED TO TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ACQUISITION MAPS FOR THE GRAND PARKWAY):

BEGINNING AT A CORPS OF ENGINEER'S MONUMENT IN CONCRETE FOUND FOR THE SOUTHEAST CORNER OF SAID CALL 1689.6779 ACRE TRACT AND THE NORTHEAST CORNER OF A CALL 76.1 ACRE TRACT RECORDED IN THE NAME OF THE UNITED STATES OF AMERICA IN CIVIL ACTION NO. 691, SAID MONUMENT ALSO BEING THE SOUTHWEST CORNER OF SOUTH PARK, SECTION ONE, A SUBDIVISION RECORDED IN SLIDE NUMBERS 1317A AND 1317B OF THE FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.);

THENCE, WITH THE SOUTH LINE OF SAID CALL 1689.6779 ACRE TRACT AND THE NORTH LINE OF SAID CALL 76.1 ACRE TRACT, SOUTH 82 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 3582.17 FEET TO A CORPS OF ENGINEER'S MONUMENT IN CONCRETE FOUND ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF PEEK ROAD (100-FOOT WIDE) AS RECORDED IN SLIDE NUMBERS 847B AND 848A OF THE F.B.C.P.R.;

THENCE, WITH SAID EAST R.O.W. LINE, NORTH 22 DEGREES 36 MINUTES 01 SECONDS WEST, A DISTANCE OF 1429.56 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET AT THE SOUTH END OF A CUTBACK AT THE SOUTHEAST INTERSECTION OF SAID PEEK ROAD WITH VIA TRACE DRIVE (WIDTH VARIES) AS RECORDED IN VOLUME 1840, PAGE 954 OF THE O.R.F.B.C.;

THENCE, NORTH 22 DEGREES 23 MINUTES 59 SECONDS EAST, A DISTANCE OF 21.21 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET AT THE NORTH END OF SAID CUTBACK;

THENCE, WITH THE SOUTH R.O.W. LINE OF SAID VIA TRACE DRIVE THE FOLLOWING NINE (9) COURSES:

1. NORTH 67 DEGREES 23 MINUTES 59 SECONDS EAST, A DISTANCE OF 95.00 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
2. 40.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 04 DEGREES 39 MINUTES 02 SECONDS, A RADIUS OF 500.00 FEET AND A CHORD THAT BEARS NORTH 65 DEGREES 04 MINUTES 28 SECONDS EAST, A DISTANCE OF 40.57 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
3. NORTH 62 DEGREES 44 MINUTES 57 SECONDS EAST, A DISTANCE OF 144.40 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
4. 40.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 04 DEGREES 39 MINUTES 02 SECONDS, A RADIUS OF 500.00 FEET AND A CHORD THAT BEARS NORTH 65 DEGREES 04 MINUTES 28 SECONDS EAST, A DISTANCE OF 40.57 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
5. NORTH 67 DEGREES 23 MINUTES 59 SECONDS EAST, A DISTANCE OF 315.00 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
6. 1813.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 52 DEGREES 43 MINUTES 47 SECONDS, A RADIUS OF 1970.00 FEET AND A CHORD THAT BEARS SOUTH 86 DEGREES 14 MINUTES 07 SECONDS EAST, A DISTANCE OF 1749.69 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
7. SOUTH 59 DEGREES 52 MINUTES 14 SECONDS EAST, A DISTANCE OF 369.24 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
8. 1321.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 37 DEGREES 17 MINUTES 25 SECONDS, A RADIUS OF 2030.00 FEET AND A CHORD THAT BEARS SOUTH 78 DEGREES 30 MINUTES 57 SECONDS EAST, A DISTANCE OF 1298.01 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
9. NORTH 82 DEGREES 50 MINUTES 20 SECONDS EAST, A DISTANCE OF 814.35 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET ON THE EAST LINE OF AFORESAID CALL 1689.6779 ACRE TRACT AND THE WEST LINE OF AFORESAID SOUTH PARK, SECTION ONE;

THENCE, WITH THE EAST LINE OF SAID CALL 1689.6779 ACRE TRACT AND THE WEST LINE OF SAID SOUTH PARK, SECTION ONE, SOUTH 42 DEGREES 15 MINUTES 39 SECONDS WEST, A DISTANCE OF 937.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 111.4673 ACRES OF LAND.

SAVE AND EXCEPT THE FOLLOWING FIVE (5) TRACTS OF LAND DESCRIBED AS FOLLOWS:

TRACT NO. 1

VIA RANCH MUNICIPAL UTILITY DISTRICT (M.U.D.) NO. 1, DIRECTOR'S LOT NO. 1, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1883, PAGE 1756 OF THE O.R.F.B.C.

TRACT NO. 2

VIA RANCH M.U.D. NO. 1, DIRECTOR'S LOT NO. 2, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1941, PAGE 2184 OF THE O.R.F.B.C.

TRACT NO. 3

VIA RANCH M.U.D. NO. 1, DIRECTOR'S LOT NO. 3, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 2390, PAGE 611 OF THE O.R.F.B.C.

TRACT NO. 4

VIA RANCH M.U.D. NO. 1, DIRECTOR'S LOT NO. 4, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1883, PAGE 1744 OF THE O.R.F.B.C.

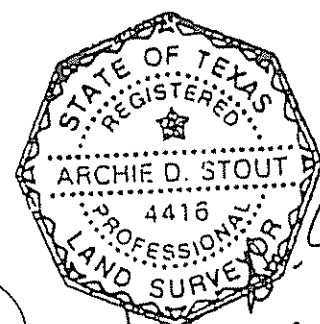
TRACT NO. 5

VIA RANCH M.U.D. NO. 1, DIRECTOR'S LOT NO. 5, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 2006, PAGE 1740 OF THE O.R.F.B.C.

GROSS ACREAGE	111.4673 ACRES
<u>TOTAL OF SAVE AND EXCEPT TRACTS</u>	<u>0.5000 ACRES</u>

NET ACREAGE	110.9673 ACRES
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JOB NO. 94030-011
JULY 25, 1994
C.L. NO. 103694.MHS



COSTELLO, INCORPORATED
TRACT 5
METES AND BOUNDS DESCRIPTION
239.9450 ACRES
L.A.PATILLO SURVEY, A-306
GEORGE FIELDS SURVEY, A-591
C.I. NO. 1057-94

A METES AND BOUNDS DESCRIPTION OF A 239.9450 ACRE TRACT OF LAND OUT OF THE L.A. PATILLO SURVEY, A-306 AND THE GEORGE FIELDS SURVEY, A-591, FORT BEND COUNTY, TEXAS, SAID 239.9450 ACRE TRACT OF LAND BEING A PORTION OF THE REMAINDER OF A 1689.6779 ACRE TRACT OF LAND RECORDED IN THE NAME OF VIA LAND JOINT VENTURE IN VOLUME 1568 PAGE 678 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS (O.R.F.B.C.), SAID 239.9450 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AND REFERENCED TO TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ACQUISITION MAPS FOR THE GRAND PARKWAY):

BEGINNING AT A 5/8-INCH IRON ROD FOUND AT THE MOST NORTHERLY CORNER OF LOT 45 BLOCK 1 OF SOUTH PARK SECTION ONE, A SUBDIVISION RECORDED AT SLIDE NUMBER 1317A AND 1317B OF THE PLAT RECORDS OF FORT BEND COUNTY (F.B.C.P.R.), TEXAS, SAME BEING THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, SOUTH 42 DEGREES 15 MINUTES 39 SECONDS WEST, A DISTANCE OF 779.12 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET IN THE NORTH LINE OF VIA TRACE DRIVE (60-FOOT R.O.W.) AS RECORDED IN VOLUME 1840 PAGE 954 OF THE O.R.F.B.C.

THENCE, WITH THE NORTH LINE OF SAID VIA TRACE DRIVE THE FOLLOWING NINE COURSES:

1. SOUTH 82 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 884.40 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
2. 1282.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 37 DEGREES 17 MINUTES 25 SECONDS, A RADIUS OF 1970.00 FEET AND A CHORD THAT BEARS NORTH 78 DEGREES 30 MINUTES 57 SECONDS WEST, A DISTANCE OF 1259.65 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

3. NORTH 59 DEGREES 52 MINUTES 14 SECONDS WEST, A DISTANCE OF 369.24 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
4. 1868.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 52 DEGREES 43 MINUTES 47 SECONDS, A RADIUS OF 2030.00 FEET AND A CHORD THAT BEARS NORTH 86 DEGREES 14 MINUTES 07 SECONDS WEST, A DISTANCE OF 1802.98 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
5. SOUTH 67 DEGREES 23 MINUTES 59 SECONDS WEST, A DISTANCE OF 315.00 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
6. 40.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING, A CENTRAL ANGLE OF 04 DEGREES 39 MINUTES 01 SECONDS, A RADIUS OF 500.00 FEET AND A CHORD THAT BEARS SOUTH 69 DEGREES 43 MINUTES 30 SECONDS WEST, A DISTANCE OF 40.57 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
7. SOUTH 72 DEGREES 03 MINUTES 01 SECONDS WEST, A DISTANCE OF 144.40 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
8. 40.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 04 DEGREES 39 MINUTES 01 SECONDS, A RADIUS OF 500.00 FEET AND A CHORD THAT BEARS SOUTH 69 DEGREES 43 MINUTES 30 SECONDS WEST, A DISTANCE OF 40.57 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
9. SOUTH 67 DEGREES 23 MINUTES 59 SECONDS WEST, A DISTANCE OF 95.00 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET AT A CUT BACK CORNER OF THE INTERSECTION OF PEEK ROAD AS RECORDED AT SLIDE NUMBERS 847B AND 848A OF THE F.B.C.P.R.;

THENCE, WITH SAID CUT BACK, NORTH 67 DEGREES 36 MINUTES 01 SECONDS WEST, A DISTANCE OF 21.21 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

THENCE, WITH THE EASTERLY RIGHT OF WAY LINE OF PEEK ROAD THE FOLLOWING FIVE COURSES:

1. NORTH 22 DEGREES 36 MINUTES 01 SECONDS WEST, A DISTANCE OF 994.03 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
2. 243.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 43 SECONDS, A RADIUS OF 1950.00 FEET AND A CHORD THAT BEARS NORTH 19 DEGREES 01 MINUTES 10 SECONDS WEST, A DISTANCE OF 243.59 FEET TO A 5/8-INCH IRON ROD FOUND;
3. NORTH 15 DEGREES 26 MINUTES 18 SECONDS WEST, A DISTANCE OF 150.72 FEET TO A 5/8-INCH IRON ROD FOUND;
4. 256.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 43 SECONDS, A RADIUS OF 2050.00 FEET AND A CHORD THAT BEARS NORTH 19 DEGREES 01 MINUTES 09 SECONDS WEST, A DISTANCE OF 246.08 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET; ← 256.08'
5. NORTH 22 DEGREES 36 MINUTES 01 SECONDS WEST, A DISTANCE OF 37.31 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP FOUND AT A CUT BACK CORNER OF THE INTERSECTION OF FRY ROAD AS RECORDED AT SLIDE NUMBERS 847B AND 848A OF THE F.B.C.P.R.;

THENCE, WITH SAID CUT BACK, NORTH 22 DEGREES 23 MINUTES 59 SECONDS EAST, A DISTANCE OF 21.21 FEET TO A 5/8-INCH IRON ROD FOUND;

THENCE, WITH THE SOUTHERLY RIGHT OF WAY LINE OF FRY ROAD THE FOLLOWING THREE COURSES:

1. NORTH 67 DEGREES 23 MINUTES 59 SECONDS EAST, A DISTANCE OF 2147.59 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
2. 897.63 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 05 MINUTES 17 SECONDS, A RADIUS OF 2050.00 FEET AND A CHORD THAT BEARS NORTH 54 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 890.48 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

3. NORTH 42 DEGREES 18 MINUTES 42 SECONDS EAST, A DISTANCE OF 67.70 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

THENCE, SOUTH 47 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 2124.37 FEET TO A 5/8-INCH IRON ROD FOUND AT THE MOST NORTHERLY CORNER OF A 4.000 ACRE TRACT OF LAND RECORDED IN THE NAME OF VIA RANCH MUNICIPAL UTILITY DISTRICT NUMBER 4 IN VOLUME 1911 PAGE 2566 OF THE O.R.F.B.C.;

THENCE, WITH THE NORTHWESTERLY LINE OF SAID 4.000 ACRE TRACT, SOUTH 42 DEGREES 18 MINUTES 42 SECONDS WEST, A DISTANCE OF 500.00 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

THENCE, WITH THE SOUTHWESTERLY LINE OF SAID 4.000 ACRE TRACT, SOUTH 47 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 348.48 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

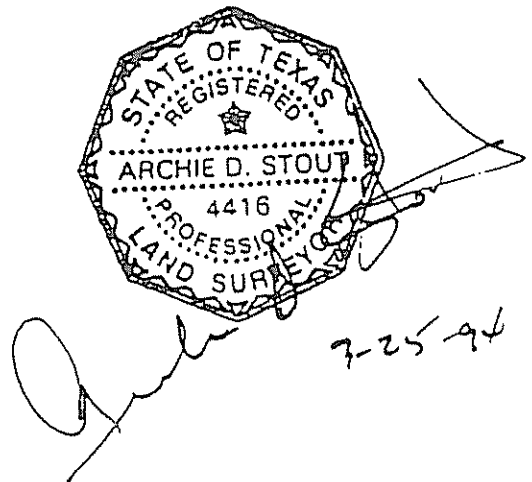
THENCE, WITH THE SOUTHEASTERLY LINE OF SAID 4.000 ACRE TRACT, NORTH 42 DEGREES 18 MINUTES 42 SECONDS EAST, A DISTANCE OF 500.00 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

THENCE, SOUTH 47 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 352.94 FEET TO A 5/8-INCH IRON ROD FOUND;

THENCE, 503.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 52 DEGREES 28 MINUTES 34 SECONDS, A RADIUS OF 550.00 FEET AND A CHORD THAT BEARS SOUTH 73 DEGREES 55 MINUTES 35 SECONDS EAST, A DISTANCE OF 486.31 FEET TO A 5/8-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF AFORESAID SOUTH PARK SECTION ONE;

THENCE, WITH A SOUTHWESTERLY LINE OF SAID SOUTH PARK SECTION ONE, SOUTH 47 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 870.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 239.9450 ACRES OF LAND.

JOB NO. 94030-01
JULY 1994
C.I. NO. 1057-94



COSTELLO, INCORPORATED

TRACT 6
METES AND BOUNDS DESCRIPTION
157.3216 ACRES
L.A. PATILLO SURVEY, A-306
THOMAS HOBERMAKER SURVEY, A-190
C.I. NO. 1058-94

A METES AND BOUNDS DESCRIPTION OF A 157.3216 ACRE TRACT OF LAND OUT OF THE L.A. PATILLO SURVEY, A-306 AND THE THOMAS HOBERMAKER SURVEY, A-190, FORT BEND COUNTY, TEXAS, SAID 157.3216 ACRE TRACT OF LAND BEING A PORTION OF THE REMAINDER OF A 164.4973 ACRE TRACT OF LAND RECORDED IN THE NAME OF VIA LAND JOINT VENTURE IN VOLUME 1967 PAGE 2 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY (O.R.F.B.C.), TEXAS, SAID 157.3216 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AND REFERENCED TO TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ACQUISITION MAPS FOR THE GRAND PARKWAY):

BEGINNING AT A 5/8-INCH IRON ROD SET AT THE SOUTHEAST END OF A CUT BACK CORNER AT THE MOST NORTHERLY INTERSECTION OF PEEK ROAD AND FRY ROAD AS RECORDED AT SLIDE NUMBERS 847B AND 848A OF THE FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.);

THENCE WITH THE EASTERLY RIGHT OF WAY LINE OF PEEK ROAD THE FOLLOWING SEVEN COURSES:

1. NORTH 67 DEGREES 36 MINUTES 01 SECONDS WEST, A DISTANCE OF 21.21 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
2. NORTH 22 DEGREES 36 MINUTES 01 SECONDS WEST, A DISTANCE OF 32.69 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
3. 243.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 43 SECONDS, A RADIUS OF 1950.00 FEET AND A CHORD THAT BEARS NORTH 19 DEGREES 01 MINUTES 10 SECONDS WEST, A DISTANCE OF 243.59 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

4. NORTH 15 DEGREES 26 MINUTES 18 SECONDS WEST, A DISTANCE OF 109.04 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
5. 256.79 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 07 DEGREES 10 MINUTES 37 SECONDS, A RADIUS OF 2050.00 FEET AND A CHORD THAT BEARS NORTH 19 DEGREES 01 MINUTES 36 SECONDS WEST, A DISTANCE OF 256.62 FEET TO A 5/8-INCH IRON ROD FOUND
6. NORTH 22 DEGREES 36 MINUTES 55 SECONDS WEST, A DISTANCE OF 1863.78 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP;
7. 572.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 16 DEGREES 49 MINUTES 36 SECONDS, A RADIUS OF 1950.00 FEET AND A CHORD THAT BEARS NORTH 14 DEGREES 12 MINUTES 07 SECONDS WEST, A DISTANCE OF 570.62 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP;

THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 89 DEGREES 38 MINUTES 34 SECONDS EAST, A DISTANCE OF 277.17 FEET TO A 5/8-INCH IRON ROD FOUND;

THENCE, NORTH 81 DEGREES 59 MINUTES 09 SECONDS EAST, A DISTANCE OF 261.51 FEET TO A 5/8-INCH IRON ROD FOUND;

THENCE, NORTH 61 DEGREES 52 MINUTES 35 SECONDS EAST, A DISTANCE OF 135.87 FEET TO A 5/8-INCH IRON ROD FOUND;

THENCE, NORTH 82 DEGREES 15 MINUTES 46 SECONDS EAST, A DISTANCE OF 1142.82 FEET TO A 5/8-INCH IRON ROD FOUND;

THENCE, 65.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 50 DEGREES 02 MINUTES 54 SECONDS, A RADIUS OF 75.00 FEET AND A CHORD THAT BEARS SOUTH 72 DEGREES 42 MINUTES 46 SECONDS EAST, A DISTANCE OF 63.45 FEET TO A 5/8-INCH IRON ROD FOUND;

THENCE, SOUTH 47 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 349.95 FEET TO A 5/8-INCH IRON ROD FOUND;

THENCE, NORTH 42 DEGREES 18 MINUTES 42 SECONDS EAST, A DISTANCE OF 10.00 FEET TO A 5/8-INCH IRON ROD FOUND;

THENCE, SOUTH 47 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 1531.76 FEET TO A 5/8-INCH IRON ROD FOUND AT THE MOST NORTHERLY CORNER OF A 1.00 ACRE TRACT OF LAND RECORDED IN THE NAME OF VIA RANCH MUNICIPAL UTILITY DISTRICT NUMBER 4 IN VOLUME 1843 PAGE 35 OF THE O.R.F.B.C.;

THENCE, WITH THE NORTHWESTERLY LINE OF SAID 1.00 ACRE TRACT, SOUTH 42 DEGREES 18 MINUTES 42 SECONDS WEST, AT A DISTANCE OF 190.32 FEET PASS A 5/8-INCH IRON ROD FOUND, IN ALL A DISTANCE OF 290.40 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

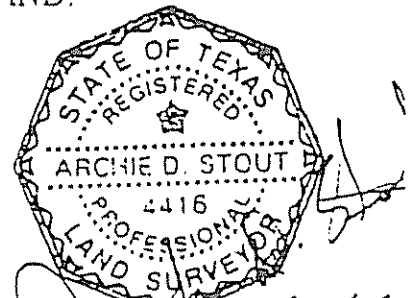
THENCE, WITH THE SOUTHWESTERLY LINE OF SAID 1.00 ACRE TRACT, SOUTH 47 DEGREES 41 MINUTES 18 SECONDS EAST, AT A DISTANCE OF 100.16 PASS A 5/8-INCH IRON ROD FOUND, IN ALL A DISTANCE OF 150.00 FEET TO A 5/8-INCH IRON ROD FOUND;

THENCE, WITH THE SOUTHEASTERLY LINE OF SAID 1.00 ACRE TRACT, NORTH 42 DEGREES 18 MINUTES 42 SECONDS EAST, A DISTANCE OF 290.40 FEET TO A 5/8-INCH IRON ROD FOUND;

THENCE, SOUTH 47 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 600.00 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET IN THE NORTH R.O.W. OF FRY ROAD AS RECORDED AT SLIDE NUMBERS 847B AND 848A OF THE FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.);

THENCE WITH THE NORTHERLY RIGHT OF WAY LINE OF FRY ROAD THE FOLLOWING THREE COURSES:

1. SOUTH 42 DEGREES 18 MINUTES 42 SECONDS WEST, A DISTANCE OF 67.70 FEET TO A 5/8-INCH IRON ROD FOUND;
2. 853.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 05 MINUTES 16 SECONDS, A RADIUS OF 1950.00 FEET AND A CHORD THAT BEARS SOUTH 54 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 847.04 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
3. SOUTH 67 DEGREES 23 MINUTES 59 SECONDS EAST, A DISTANCE OF 2147.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 157.3216 ACRES OF LAND.



COSTELLO, INC.

TRACT 7
METES AND BOUNDS DESCRIPTION
142.2714 ACRES
THOMAS HOBERMAKER SURVEY, ABSTRACT NO. 190
L.A. PATILLO SURVEY, ABSTRACT NO. 306
FORT BEND COUNTY, TEXAS
C.I. NO. 1059-94

A METES AND BOUNDS DESCRIPTION OF A 142.2714 ACRE TRACT OF LAND OUT OF THE THOMAS HOBERMAKER SURVEY, ABSTRACT NO. 190 AND THE L.A. PATILLO SURVEY, ABSTRACT NO. 306, FORT BEND COUNTY, TEXAS; SAID 142.2714 ACRE TRACT OF LAND BEING OUT OF A CALL 1689.6779 ACRE TRACT RECORDED IN THE NAME OF VIA LAND JOINT VENTURE IN VOLUME 1568 PAGE 678 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY (O.R.F.B.C.); SAID 142.2714 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AND REFERENCED TO TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ACQUISITION MAPS FOR THE GRAND PARKWAY):

BEGINNING AT A STATE DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORTATION (S.D.H.P.T.) ALUMINUM DISC FOUND AT THE INTERSECTION OF THE EAST R.O.W. LINE OF STATE HIGHWAY NO. 99 (GRAND PARKWAY, WIDTH VARIES) AS CONVEYED TO THE STATE OF TEXAS (PARCEL 3C) IN VOLUME 2170 PAGE 2215 OF THE O.R.F.B.C. WITH THE EAST LINE OF A 21.4696 ACRE TRACT OF LAND RECORDED IN THE NAME OF FORT BEND COUNTY DRAINAGE DISTRICT IN VOLUME 1243, PAGE 295 OF THE O.R.F.B.C.;

THENCE, WITH THE EAST LINE OF SAID 21.4696 ACRE TRACT, NORTH 38 DEGREES 05 MINUTES 02 SECONDS EAST, A DISTANCE OF 110.37 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

THENCE, SOUTH 65 DEGREES 09 MINUTES 26 SECONDS EAST, A DISTANCE OF 1064.31 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

THENCE, NORTH 89 DEGREES 38 MINUTES 34 SECONDS EAST, A DISTANCE OF 428.51 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET ON THE WEST R.O.W. LINE OF PEEK ROAD (100-FOOT WIDE) AS RECORDED IN SLIDE NUMBERS 847B AND 848A OF THE FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.);

THENCE, WITH THE WEST R.O.W. LINE OF SAID PEEK ROAD THE FOLLOWING SIX (6) COURSES:

1. 611.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 17 DEGREES 05 MINUTES 33 SECONDS, A RADIUS OF 2050.00 FEET AND A CHORD THAT BEARS SOUTH 14 DEGREES 04 MINUTES 09 SECONDS EAST, A DISTANCE OF 609.29 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
2. SOUTH 22 DEGREES 36 MINUTES 55 SECONDS EAST, A DISTANCE OF 1863.78 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
3. THENCE, 244.26 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 07 DEGREES 10 MINUTES 38 SECONDS, A RADIUS OF 1950.00 FEET AND A CHORD THAT BEARS SOUTH 19 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 244.10 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
4. SOUTH 15 DEGREES 26 MINUTES 18 SECONDS EAST, A DISTANCE OF 109.04 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
5. 256.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 43 SECONDS, A RADIUS OF 2050.00 FEET AND A CHORD THAT BEARS SOUTH 19 DEGREES 01 MINUTES 09 SECONDS EAST, A DISTANCE OF 256.08 FEET TO A 5/8-INCH IRON ROD FOUND;
6. SOUTH 22 DEGREES 36 MINUTES 01 SECONDS EAST, A DISTANCE OF 32.69 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET AT THE NORTH END OF A CUTBACK AT THE NORTHWEST INTERSECTION OF SAID PEEK ROAD WITH FRY ROAD (100-FOOT WIDE) AS RECORDED IN SLIDE NUMBERS 847B AND 848A OF THE F.B.C.P.R.;

THENCE, SOUTH 22 DEGREES 23 MINUTES 59 SECONDS WEST, A DISTANCE OF 21.21 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET AT THE SOUTH END OF SAID CUTBACK;

THENCE, WITH THE NORTH R.O.W. LINE OF SAID FRY ROAD THE FOLLOWING FOUR (4) COURSES:

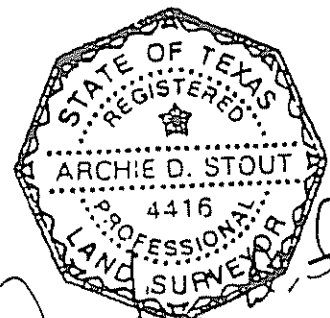
1. SOUTH 67 DEGREES 23 MINUTES 59 SECONDS WEST, A DISTANCE OF 172.84 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

2. 1209.17 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 35 DEGREES 31 MINUTES 42 SECONDS, A RADIUS OF 1950.00 FEET AND A CHORD THAT BEARS SOUTH 85 DEGREES 09 MINUTES 50 SECONDS WEST, A DISTANCE OF 1189.89 FEET TO A 5/8-INCH IRON ROD FOUND;
3. NORTH 77 DEGREES 04 MINUTES 19 SECONDS WEST, A DISTANCE OF 1127.77 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
4. NORTH 71 DEGREES 19 MINUTES 26 SECONDS WEST, A DISTANCE OF 99.86 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND ON THE EAST R.O.W. LINE OF AFORESAID STATE HIGHWAY NO. 99;

THENCE, WITH THE EAST R.O.W. LINE OF SAID STATE HIGHWAY NO. 99 THE FOLLOWING SIX (6) COURSES:

1. NORTH 42 DEGREES 46 MINUTES 00 SECONDS WEST, A DISTANCE OF 31.69 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
2. NORTH 05 DEGREES 35 MINUTES 18 SECONDS WEST, A DISTANCE OF 35.44 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
3. 464.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 04 DEGREES 02 MINUTES 12 SECONDS, A RADIUS OF 6600.00 FEET AND A CHORD THAT BEARS NORTH 10 DEGREES 14 MINUTES 03 SECONDS EAST, A DISTANCE OF 464.88 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
4. NORTH 00 DEGREES 47 MINUTES 42 SECONDS EAST, A DISTANCE OF 310.32 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
5. 589.95 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 08 DEGREES 08 MINUTES 42 SECONDS, A RADIUS OF 4150.00 FEET AND A CHORD THAT BEARS NORTH 01 DEGREES 55 MINUTES 01 SECONDS EAST, A DISTANCE OF 589.45 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
6. NORTH 02 DEGREES 09 MINUTES 20 SECONDS WEST, A DISTANCE OF 1765.24 FEET TO THE POINT OF BEGINNING AND CONTAINING 142.2714 ACRES OF LAND.

JOB NO. 94030-411
JULY 23, 1994
C.I. NO. 105994.A111S



7-25-94

COSTELLO, INC.

TRACT 8
METES AND BOUNDS DESCRIPTION
51.4886 ACRES
THOMAS HOBERMAKER SURVEY, ABSTRACT NO. 190
FORT BEND COUNTY, TEXAS
C.I. NO. 1060-94

A METES AND BOUNDS DESCRIPTION OF A 51.4886 ACRE TRACT OF LAND OUT OF THE THOMAS HOBERMAKER SURVEY, ABSTRACT NO. 190, FORT BEND COUNTY, TEXAS; SAID 51.4886 ACRE TRACT OF LAND BEING OUT OF A CALL 1689.6779 ACRE TRACT RECORDED IN THE NAME OF VIA LAND JOINT VENTURE IN VOLUME 1568 PAGE 678 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY (O.R.F.B.C.); SAID 51.4886 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AND REFERENCED TO TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ACQUISITION MAPS FOR THE GRAND PARKWAY):

BEGINNING AT A STATE DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORTATION (S.D.H.P.T.) ALUMINUM DISC FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY R.O.W. LINE OF STATE HIGHWAY NO. 99 (GRAND PARKWAY, WIDTH VARIES) AS CONVEYED TO THE STATE OF TEXAS (PARCEL 3C) IN VOLUME 2170 PAGE 2215 OF THE O.R.F.B.C. WITH THE EAST LINE OF A 21.4696 ACRE TRACT OF LAND RECORDED IN THE NAME OF FORT BEND COUNTY DRAINAGE DISTRICT IN VOLUME 1243, PAGE 295 OF THE O.R.F.B.C.;

THENCE, WITH THE WEST R.O.W. LINE OF SAID STATE HIGHWAY NO. 99 THE FOLLOWING SEVEN (7) COURSES:

1. SOUTH 02 DEGREES 09 MINUTES 20 SECONDS EAST, A DISTANCE OF 1410.73 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
2. 242.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 03 DEGREES 36 MINUTES 09 SECONDS, A RADIUS OF 3850.00 FEET AND A CHORD THAT BEARS SOUTH 00 DEGREES 21 MINUTES 15 SECONDS EAST, A DISTANCE OF 242.04 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
3. SOUTH 10 DEGREES 55 MINUTES 37 SECONDS WEST, A DISTANCE OF 446.69 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;

4. SOUTH 13 DEGREES 48 MINUTES 35 SECONDS WEST, A DISTANCE OF 154.82 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
5. 430.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 03 DEGREES 58 MINUTES 58 SECONDS, A RADIUS OF 6200.00 FEET AND A CHORD THAT BEARS SOUTH 10 DEGREES 12 MINUTES 26 SECONDS WEST, A DISTANCE OF 430.89 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
6. SOUTH 30 DEGREES 28 MINUTES 03 SECONDS WEST, A DISTANCE OF 35.97 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND;
7. SOUTH 78 DEGREES 19 MINUTES 21 SECONDS WEST, A DISTANCE OF 43.89 FEET TO A S.D.H.P.T. ALUMINUM DISC FOUND ON THE NORTH R.O.W. LINE OF FRY ROAD (100-FOOT WIDE) AS RECORDED IN SLIDE NUMBERS 847B AND 848A OF THE FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.);

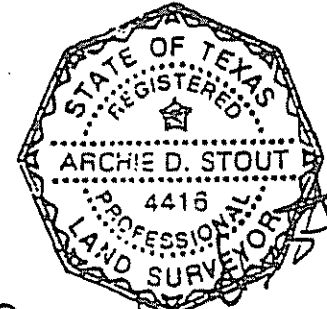
THENCE, WITH THE NORTH R.O.W. LINE OF SAID FRY ROAD THE FOLLOWING FOUR (4) COURSES:

1. NORTH 82 DEGREES 49 MINUTES 12 SECONDS WEST, A DISTANCE OF 99.86 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
2. NORTH 77 DEGREES 04 MINUTES 19 SECONDS WEST, A DISTANCE OF 249.02 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
3. 1047.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 30 DEGREES 46 MINUTES 54 SECONDS, A RADIUS OF 1950.00 FEET AND A CHORD THAT BEARS NORTH 61 DEGREES 40 MINUTES 52 SECONDS WEST, A DISTANCE OF 1035.07 FEET TO A 5/8-INCH IRON ROD FOUND;
4. NORTH 46 DEGREES 17 MINUTES 25 SECONDS WEST, A DISTANCE OF 168.22 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET ON THE EAST LINE OF THE AFORESAID 21.4696 ACRE TRACT RECORDED IN THE NAME OF FORT BEND COUNTY DRAINAGE DISTRICT;

THENCE, WITH THE EAST LINE OF SAID 21.4696 ACRE TRACT THE FOLLOWING FOUR (4) COURSES:

1. NORTH 43 DEGREES 42 MINUTES 35 SECONDS EAST, A DISTANCE OF 965.51 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

2. NORTH 34 DEGREES 16 MINUTES 14 SECONDS EAST. A DISTANCE OF 375.95 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
3. NORTH 31 DEGREES 11 MINUTES 13 SECONDS EAST. A DISTANCE OF 651.11 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
4. NORTH 38 DEGREES 05 MINUTES 02 SECONDS EAST. A DISTANCE OF 588.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 51.4886 ACRES OF LAND.



[Handwritten signature] 7-25-94

JOB NO. 94030411
JULY 23, 1994
C.I. NO. 106094.MBS

COSTELLO, INC.

TRACT 9
METES AND BOUNDS DESCRIPTION
212.2832 NET ACRES
THOMAS HOBERMAKER SURVEY, ABSTRACT NO. 190
FORT BEND COUNTY, TEXAS
C.I. NO. 1061-94

A METES AND BOUNDS DESCRIPTION OF A 213.3832 ACRE TRACT OF LAND OUT OF THE THOMAS HOBERMAKER SURVEY, ABSTRACT NO. 190, FORT BEND COUNTY, TEXAS; SAID 213.3832 ACRE TRACT OF LAND BEING OUT OF A CALL 1689.6779 ACRE TRACT RECORDED IN THE NAME OF VIA LAND JOINT VENTURE IN VOLUME 1568 PAGE 678 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY (O.R.F.B.C.) AND ALL OF A 14.00 ACRE TRACT RECORDED IN THE NAME OF VIA LAND JOINT VENTURE IN VOLUME 1715 PAGE 556 OF THE O.R.F.B.C.; SAID 213.3832 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

BEGINNING AT A STATE DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORTATION (S.D.H.P.T.) ALUMINUM DISC FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY R.O.W. LINE OF STATE HIGHWAY NO. 99 (GRAND PARKWAY, WIDTH VARIES) AS CONVEYED TO THE STATE OF TEXAS (PARCEL 3F) IN VOLUME 2170 PAGE 2215 OF THE O.R.F.B.C. WITH THE WEST LINE OF A 21.4696 ACRE TRACT OF LAND RECORDED IN THE NAME OF FORT BEND COUNTY DRAINAGE DISTRICT IN VOLUME 1243, PAGE 295 OF THE O.R.F.B.C.;

THENCE, WITH THE WEST LINE OF SAID 21.4696 ACRE TRACT THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 38 DEGREES 05 MINUTES 02 SECONDS WEST, A DISTANCE OF 799.94 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
2. SOUTH 31 DEGREES 11 MINUTES 13 SECONDS WEST, A DISTANCE OF 656.78 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
3. SOUTH 34 DEGREES 16 MINUTES 14 SECONDS WEST, A DISTANCE OF 357.34 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
4. SOUTH 43 DEGREES 42 MINUTES 35 SECONDS WEST, A DISTANCE OF 951.47 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET AT THE INTERSECTION WITH THE NORTHEAST R.O.W. LINE OF FRY ROAD (100-FOOT WIDE) AS RECORDED IN SLIDE NUMBERS 847B AND 848A OF THE FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.):

THENCE, WITH THE NORTHEAST R.O.W. LINE OF SAID FRY ROAD THE FOLLOWING TWO (2) COURSES:

1. NORTH 46 DEGREES 17 MINUTES 25 SECONDS WEST, A DISTANCE OF 867.14 FEET TO A 5/8-INCH IRON ROD FOUND;
2. 2391.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 66 DEGREES 50 MINUTES 35 SECONDS, A RADIUS OF 2050.00 FEET AND A CHORD THAT BEARS NORTH 79 DEGREES 42 MINUTES 43 SECONDS WEST, A DISTANCE OF 2258.25 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET AT THE MOST SOUTHERLY CORNER OF AFORESAID 14.00 ACRE TRACT, SAID IRON ROD ALSO BEING ON A NORTHWEST LINE OF THE AFORESAID 1689.6779 ACRE TRACT;

THENCE, WITH THE SOUTHWEST LINE OF SAID 14.00 ACRE TRACT, NORTH 23 DEGREES 07 MINUTES 56 SECONDS WEST, A DISTANCE OF 160.44 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

THENCE, WITH THE NORTHWEST LINE OF SAID 14.00 ACRE TRACT, NORTH 42 DEGREES 20 MINUTES 05 SECONDS EAST, A DISTANCE OF 4134.84 FEET TO A 5/8-INCH IRON ROD FOUND;

THENCE, WITH THE NORTHEAST LINE OF SAID 14.00 ACRE TRACT, SOUTH 55 DEGREES 51 MINUTES 12 SECONDS EAST, A DISTANCE OF 147.46 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET FOR THE NORTHEAST CORNER OF SAID 14.00 ACRE TRACT, SAID IRON ROD ALSO BEING ON A NORTHWEST LINE OF THE AFORESAID 1689.6779 ACRE TRACT;

THENCE, WITH THE NORTHEAST LINE OF THE HEREIN DESCRIBED TRACT THE FOLLOWING SIX (6) COURSES:

1. SOUTH 39 DEGREES 38 MINUTES 54 SECONDS EAST, A DISTANCE OF 208.06 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
2. SOUTH 52 DEGREES 47 MINUTES 23 SECONDS EAST, A DISTANCE OF 410.98 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
3. SOUTH 55 DEGREES 35 MINUTES 38 SECONDS EAST, A DISTANCE OF 262.77 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
4. SOUTH 19 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 247.03 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;
5. SOUTH 40 DEGREES 46 MINUTES 54 SECONDS EAST, A DISTANCE OF 185.95 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET;

6. SOUTH 54 DEGREES 09 MINUTES 52 SECONDS EAST, A DISTANCE OF 988.66 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP SET ON THE WEST R.O.W. LINE OF AFORESAID STATE HIGHWAY NO. 99;

THENCE, WITH SAID R.O.W. LINE, SOUTH 02 DEGREES 09 MINUTES 20 SECONDS EAST, A DISTANCE OF 439.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 213.3832 ACRES OF LAND.

SAVE AND EXCEPT THE FOLLOWING ELEVEN (11) TRACTS OF LAND DESCRIBED AS FOLLOWS:

TRACT NO. 1

VIA RANCH MUNICIPAL UTILITY DISTRICT (M.U.D.) NO. 2, DIRECTOR'S LOT NO. 1, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1769, PAGE 889 OF THE O.R.F.B.C. /

1-050201-190

TRACT NO. 2

VIA RANCH M.U.D. NO. 2, DIRECTOR'S LOT NO. 3, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 2241, PAGE 1139 OF THE O.R.F.B.C. /

1-050203-190

TRACT NO. 3

VIA RANCH M.U.D. NO. 4, DIRECTOR'S LOT NO. 2, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1770, PAGE 111 OF THE O.R.F.B.C.

1-0108-190

TRACT NO. 4

VIA RANCH M.U.D. NO. 4, DIRECTOR'S LOT NO. 3, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1770, PAGE 116 OF THE O.R.F.B.C.

1-0109-190

TRACT NO. 5

VIA RANCH M.U.D. NO. 4, DIRECTOR'S LOT NO. 4, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1770, PAGE 121 OF THE O.R.F.B.C.

1-0110-190

TRACT NO. 6

VIA RANCH M.U.D. NO. 4, DIRECTOR'S LOT NO. 5, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1770, PAGE 126 OF THE O.R.F.B.C.

1-0111-190

TRACT NO. 7

VIA RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, DIRECTOR'S LOT NO. 1, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 2038, PAGE 1824 OF THE O.R.F.B.C.

1 - 0115 - 190

TRACT NO. 8

VIA RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, DIRECTOR'S LOT NO. 2, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 2030, PAGE 2385 OF THE O.R.F.B.C.

1 - 0116 - 190

TRACT NO. 9

VIA RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, DIRECTOR'S LOT NO. 3, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1895, PAGE 144 OF THE O.R.F.B.C.

1 - 0117 - 190

TRACT NO. 10

VIA RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, DIRECTOR'S LOT NO. 4, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 2202, PAGE 299 OF THE O.R.F.B.C.

1 - 0118 - 190

TRACT NO. 11

VIA RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, DIRECTOR'S LOT NO. 5, A 0.1000 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1895, PAGE 153 OF THE O.R.F.B.C.

1 - 0119 - 190

GROSS ACREAGE	213.3832 ACRES
<u>TOTAL OF SAVE AND EXCEPT TRACTS</u>	<u>1.1000 ACRES</u>

NET ACREAGE	212.2832 ACRES
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JOB NO. 94030401
JULY 23, 1994
C.I. NO. 106194 MHS

