

DEEDS

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

7603763.

763763

LAKEFRONT SECTION OF  
ROYAL FOREST

THE STATE OF TEXAS    §  
  §    KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF MONTGOMERY §

THAT this Declaration is made on the date hereinafter set forth by ROYAL FOREST CORPORATION, a Texas corporation (hereinafter referred to as "Declarant") and FBS FINANCIAL, INC., a Delaware corporation, RIVER OAKS BANK & TRUST COMPANY, a Texas banking corporation, FIDELITY BANK & TRUST COMPANY, a Texas banking corporation, and WESTERN NATIONAL BANK OF HOUSTON, a national banking association (hereinafter collectively referred to as "Lenders").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain Lots and Recreation and Common Areas in the subdivision known as the Lakefront Section of Royal Forest located in Montgomery County, Texas and more particularly described as follows (hereinafter referred to as the "Subdivision"):

BEING 13.4006 acres of land, more or less, out of the Jose De La Garza Survey, Abstract No. 15, Montgomery County, Texas, and more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes;

WHEREAS, Lenders are the present owners and holders of those certain Promissory Notes secured by the liens evidenced in the following instruments:

1. Deed of Trust dated July 3, 1974, from Royal Forest Corporation to A. Harrel Blackshear, Trustee, filed for record on July 12, 1974 in Volume 304, Page 303 of the Deed of Trust Records of Montgomery County, Texas, and securing a certain Promissory Note payable to the order of Western National Bank of Houston in the original principal amount of \$227,500.00, said Promissory Note subsequently extended by that certain agreement dated March 27, 1975 recorded in Volume 323, Page 733 of the Deed of Trust Records of Montgomery

County, Texas. The aforementioned Deed of Trust, insofar as it applies to a certain portion of the lots described therein, was subsequently assigned to Fidelity Bank & Trust Company on April 1, 1975 by instrument recorded in Volume 323, Page 805 of the Deed of Trust Records of Montgomery County, Texas.

2. Deed of Trust dated March 18, 1974 from Royal Forest Corporation to James W. Dwyer, Trustee, filed for record on April 10, 1974 in Volume 295, Page 884 of the Deed of Trust Records of Montgomery County, Texas, securing a certain Promissory Note payable to the order of FBS Financial, Inc. in the original principal amount of \$425,000.00, said Promissory Note being additionally secured by the security interest evidenced in the Financing Statement filed of record in Volume 295, Page 918 of the Deed of Trust Records of Montgomery County, Texas, and by an Assignment of Contracts for Deeds recorded in Volume 850, Page 374 of the Deed of Trust Records of Montgomery County, Texas.

3. Vendor's Lien retained in that certain Deed dated December 1, 1972, from Marvy A. Finger, Trustee to Tyler D. Todd and Richard D. Whitworth, d/b/a Royal Forest Company, recorded in Volume 801, Page 664 of the Deed Records of Montgomery County, Texas, securing the payment of that certain Promissory Note payable to the order of Marvy A. Finger, Trustee, in the original principal amount of \$360,189.50, said Promissory Note being additionally secured by that certain Deed of Trust of even date therewith to Clarence Mayer, Trustee, recorded in Volume 255, Page 557, of the Deed of Trust Records of Montgomery County, Texas. Said Promissory Note was subsequently assigned to River Oaks Bank & Trust Company on February 11, 1974 by that certain instrument recorded in Volume 845, Page 206 of the Deed Records of Montgomery County, Texas, and extended and modified by that certain Agreement dated February 12, 1975, recorded in Volume 323, Page 592 of the Deed of Trust Records of Montgomery County, Texas, and by that certain Agreement dated March 27, 1975, recorded in Volume 323, Page 631 of the Deed of Trust Records of Montgomery County, Texas. The liens on a portion of the properties covered by the aforementioned Vendor's Lien and Deed of Trust were assigned by River Oaks Bank & Trust Company to Fidelity Bank & Trust Company on April 1, 1975 by that certain instrument recorded in Volume 323, Page 826 of the Deed of Trust Records of Montgomery County, Texas, Fidelity Bank & Trust Company having previously entered into an extension and modification agreement with Royal Forest Corporation on March 27, 1975 as evidenced by that instrument recorded in Volume 325, Page 1 of the Deed of Trust Records of Montgomery County, Texas, wherein it was recited that an unpaid principal amount of \$622,288.48 was due and owing Fidelity Bank & Trust Company. Said Promissory Note was subsequently renewed and extended by those certain Agreements recorded in Volume 908, Page 88 and Volume 908, Page 91 of the Deed Records of Montgomery County, Texas. Said Promissory Note is additionally secured by that certain Assignment of Contracts from Royal Forest Corporation to River Oaks Bank & Trust Company dated March 27, 1976, and recorded in Volume 902, Page 687 of the Deed Records of Montgomery County, Texas.

4. Deed of Trust dated April 10, 1974, from Royal Forest Corporation to W. Lamar Doyle, Trustee, recorded in Volume 296, Page 220 of the Deed of Trust Records of Montgomery County, Texas, securing the payment of that certain Promissory Note payable to the order of Fidelity Bank & Trust Company in the original principal amount of \$253,000.00, said Promissory Note being additionally secured by the security interest evidenced in the Financing Statement recorded in Volume 296, Page 615 of the Deed of Trust Records of Montgomery County, Texas, and by an Assignment of Contracts dated April 9, 1974, by and between Royal Forest Corporation, as "Assignor" and Fidelity Bank & Trust Company, as "Assignee", recorded in Volume 851, Page 406 of the Deed Records of Montgomery County, Texas, the security interest granted in said Assignment being additionally evidenced by that certain Financing Statement recorded in Volume 296, Page 615 of the Deed of Trust Records of Montgomery County, Texas.

5. Deed of Trust dated August 30, 1974 from Royal Forest Corporation to W. Lamar Doyle, Trustee, recorded in Volume 315, Page 431 of the Deed of Trust Records of Montgomery County, Texas, securing that certain promissory note dated April 10, 1974, payable to the order of Fidelity Bank & Trust Company in the original principal amount of \$253,000.00.

6. Supplemental Deed of Trust dated December 2, 1974 from Royal Forest Corporation to Douglas L. McKinna, Trustee, recorded in Volume 318, Page 131 of the Deed of Trust Records of Montgomery County, Texas, securing the payment of that certain Promissory Note of even date therewith payable to the order of Fidelity Bank & Trust Company in the original principal amount of \$422,707.31.

WHEREAS, it is deemed to be in the best interests of Declarant, Lenders and any other persons who may purchase property in the Subject Property, that there be established and maintained a uniform plan for the improvement and development of the Subject Property as a highly restricted and modern subdivision of the highest quality;

NOW, THEREFORE, Declarant and Lenders hereby declare that all of the properties described above as the Subject Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title, or interest in said real property or any part thereof,

their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

Definitions

1. "Club" shall mean and refer to Royal Forest Colony Club, Inc., a Texas non-profit corporation, its successors and assigns.

2. "Declarant" shall mean and refer to Royal Forest Corporation, a Texas corporation, its successors and assigns, if such successors and assigns should acquire more than five (5) Lots in the Subdivision for purposes of development or resale.

3. "Lot" shall mean and refer to any of the numbered plots of land shown on the unrecorded map or plat of the Subdivision.

4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subject Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any mortgagee or lien holder who acquires fee simple title to any Lot through judicial or non-judicial foreclosure.

5. "Recreation and Common Areas" shall mean and refer to those portions of the Subdivision not included within the boundaries of any Lot.

6. "Subject Property" shall mean and refer to all those certain Lots and Recreation and Common Areas presently owned or hereinafter acquired by Declarant.

ARTICLE II.

Restrictions

1. The Subject Property shall be used only for residential purposes. All other uses of said property are hereby expressly prohibited, including, but not limited to, commercial uses.

2. No residence if one storied, shall be erected, placed or constructed upon any Lot, unless said residence shall contain at least one thousand five hundred (1,500) square feet of living area exclusive of open porches, breezeways, carports and garages. No residence, if two storied, shall be erected, placed or constructed upon any Lot, unless said residence shall contain at least one thousand four hundred (1,400) square feet of living area in its first story and eight hundred (800) square feet of living area in its second story exclusive of open porches, breezeways, carports and garages. No garage may be erected except simultaneously with or subsequent to erection of the residence. All buildings must be completed within six (6) months after laying of foundation, and no structure or house trailer of any kind may be moved onto any part of the Subject Property without the prior written approval of Declarant or Declarant's assigns.

3. No improvements shall be erected or constructed on any Lot nearer than twenty-five (25) feet to the front property line of the Lot (the front property line being that facing the street) nor nearer than five (5) feet to any side property line. If it is a corner Lot, no improvements shall be erected or constructed within ten (10) feet of the side property line adjacent to a street.

4. No building or structure shall be erected, placed or constructed on any Lot until the building plans, specifications, plat plans and external design have first been approved in writing by Declarant or its assigns.

5. No advertising or "for sale" sign shall be erected or placed on the Subject Property without the prior written approval of Declarant or its assigns.

6. No outside toilets may be installed or maintained on any part of the Subject Property, and all plumbing shall be connected with a sanitary sewer or septic tank approved by

the state and local departments of health. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two coats of paint or Declarant or its assigns shall have specifically approved and noted that the building material employed need not be painted.

7. No Lot may be subdivided except with the written permission of Declarant.

8. All Owners and their families shall have the right of ingress and egress to the Recreation Areas designated by Declarant, subject to rules and regulations of Declarant and the Club, but all others must have written approval of Declarant or its assigns; said Recreation Areas and Ferguson Lake shall be available for use to Owners and their families at their own risk.

9. No noxious, offensive, unlawful or immoral use shall be made of the Subject Property.

10. No tree or trees may be sold, cut or removed from the Subject Property nor any excavations made by anyone without written permission from Declarant or its assigns.

11. The Subject Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in sanitary containers. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and such material shall be removed by each Owner from his Lot. Underbrush, weeds or grass shall not be permitted to grow in excess of 12 inches in height on any Lot. In the event that Declarant, Declarant's assignee, the Club or any Owner elects to enforce the above and thereby must mow the underbrush, weeds or grass on said Lot or remove or have removed any trash or junk therefrom, the cost of such mowing or removal will be charged to the Owner of said Lot and said Owner must make payment of such charges within thirty (30) days of demand for payment.

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12. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Subject Property, except dogs, cats or other household pets.

13. A maintenance assessment of Two Dollars (\$2.00) per month per Lot (which shall be paid monthly, semi-monthly, or annually) shall run against each Lot not owned by Declarant, for maintenance of the Recreation and Common Areas and operating costs according to the rules and regulations of the Club. This assessment shall be payable to the Club or its nominee in Houston, Texas, on the first day of May of each year. The decision of the Club, its nominee or consignee, with respect to the use and expenditure of the maintenance assessment shall be conclusive and the Owners shall have no right to dictate how such funds shall be used. The above assessment, together with the fees of the Club shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such assessment or fee is made. This lien shall be subordinate to the lien of any purchase money mortgage. Each such assessment and fee together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner.

14. Subject to the terms and provisions of the By-Laws of the Club, every person or entity who is a record owner of a fee or undivided fee interest in a Lot which is a part of the Subject Property, including contract sellers, shall hold a membership in the Club. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Any mortgagee or lien holder who acquires title to any Lot which is a part of the Subject Property, through judicial or non-judicial foreclosure, shall be a member of the Club. Each member shall have such voting rights and other rights set forth in the By-Laws of the Club, as from time to time amended.

15. A water main assessment in the amount of Three Dollars (\$3.00) per foot of frontage of each Lot along the front property line shall run against each Lot. This assessment shall be and is hereby secured by a lien against each Lot in the same manner as the maintenance assessment, except that the water main assessment shall not become due and payable until such time as the water main has been completed in the street and/or easement running by each Lot and water is made available to the Owner. At that time, the water main assessment shall be due and payable on demand. This lien shall be subordinate to the lien of any purchase money mortgage. It is understood, however, that the cost of a tap and a water meter are the Owner's obligation exclusively and are not included in the assessment. No Owner shall drill any water well upon the Subject Property.

16. Declarant reserves to itself, its successors and assigns, an easement or right of way over a strip along the side, front and rear boundary lines of each Lot for the purpose of installation of public utilities, including, but not limited to gas, water, electricity, drainage and sewage and appurtenances to the supply lines therefor. Said easement shall include the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said Lot or Lots, but with no obligation on Declarant to supply such services.

17. These covenants and restrictions are to run with the land and shall be binding on Declarant, Lenders and all persons claiming under them until November 1, 1996, and shall automatically be extended thereafter for successive periods of ten (10) years each; provided, however, that the Owners of a majority of the total Lots, may revoke or alter such covenants and restrictions on either November 1, 1996, or



at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same of record in the office of the County Clerk, Montgomery County, Texas, at any time prior to November 1, 1996, or any time prior to the expiration of any successive ten (10) year period thereafter.

EXECUTED by Royal Forest Corporation this the 9<sup>th</sup> day of February, 1976.

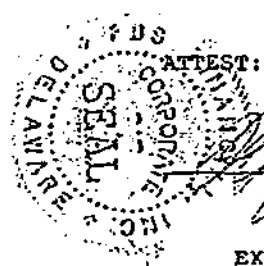


James M. Moore  
Secretary

ROYAL FOREST CORPORATION

By [Signature]  
President

EXECUTED by FBS Financial, Inc., this the 11<sup>th</sup> day of February, 1976.



[Signature]  
Secretary

FBS FINANCIAL, INC.

By James W. Surjer  
Vice President

EXECUTED by River Oaks Bank & Trust Company this the 9<sup>th</sup> day of February, 1976.



[Signature]  
Cashier

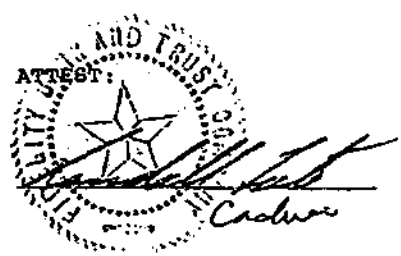
RIVER OAKS BANK & TRUST COMPANY

By [Signature]  
Vice President

(9)

EXECUTED by Fidelity Bank & Trust Company this the  
9th day of February, 1976.

FIDELITY BANK & TRUST COMPANY



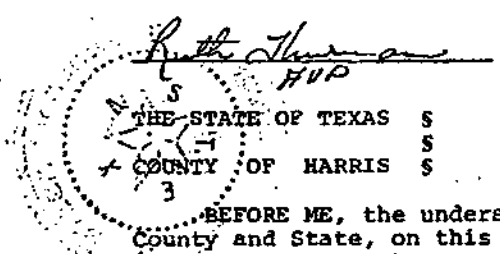
By Shirley Love  
Vice President

EXECUTED by Western National Bank of Houston this the  
9th day of February, 1976.

WESTERN NATIONAL BANK OF HOUSTON

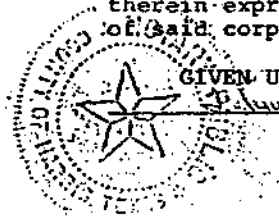
ATTEST:

By Wm. Kirby Owsal  
Vice President



THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §  
3

BEFORE ME, the undersigned, a Notary Public in and for said  
County and State, on this day personally appeared  
Tyler D. Todd, known to me to be the person whose name is sub-  
scribed to the foregoing instrument, as President  
of ROYAL FOREST CORPORATION, and being first duly sworn acknowledged  
to me that he executed the same for the purposes and consideration  
therein expressed, in the capacity stated, and as the act and deed  
of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of  
February, 1976.

Caroleen W. Resner  
Notary Public in and for  
Harris County, TEXAS  
My commission expires June 1, 1977.

THE STATE OF Minnesota §  
§  
COUNTY OF Hennepin §

BEFORE ME, the undersigned, a Notary Public in and for said  
County and State, on this day personally appeared James W. Dwyer  
, known to me to be the person whose name is sub-  
scribed to the foregoing instrument, as Vice President  
of FBS FINANCIAL, INC., and being first duly sworn acknowledged  
to me that he executed the same for the purposes and consideration  
therein expressed, in the capacity stated, and as the act and deed  
of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of  
February, 1976.



Elaine Elich  
Notary Public in and for  
County,  
My commission expires \_\_\_\_\_.

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mr. Jack Lindsay, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of RIVER OAKS BANK & TRUST COMPANY, and being first duly sworn acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

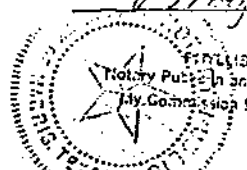


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of February, 1976.

[Signature]  
Notary Public in and for  
Harris County, T E X A S  
My commission expires June 1, 1977.

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mr. [Signature], known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of FIDELITY BANK & TRUST COMPANY, and being first duly sworn acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of February, 1976.

[Signature]  
Notary Public in and for  
Harris County, T E X A S

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mr. [Signature], known to me to be the person whose name is subscribed to the foregoing instrument, as Vice Pres. of WESTERN NATIONAL BANK OF HOUSTON, and being first duly sworn acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said national banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of February, 1976.



[Signature]  
Notary Public in and for  
Harris County, T E X A S  
My commission expires June 1, 1977.

(11)

ROYAL FOREST  
LAKEFRONT LOTS  
SECTION I  
SECTION II

EXHIBIT "A"

FEBRUARY 9, 1976

922-449

DESCRIPTION OF 13.43006 ACRE TRACT OR PARCEL OF LAND OUT OF THE JOSE H. DE LA GARZA SURVEY, ABSTRACT 15, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF A CERTAIN 222.3392 ACRE TRACT RECORDED IN MONTGOMERY COUNTY DEED RECORDS, COUNTY CLERK FILE NUMBER 309109, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a concrete monument marking the most northwesterly corner of said 222.3392 acre tract;

THENCE N 65° 02' 30" E, a distance of 1209.89 feet to a point for corner being the most northerly west corner of the herein described tract for the point of beginning and continuing N 65° 02' 30" E, 376.35 feet;

THENCE S 25° 21' 50" E, 26.45 feet to the point of meander along a lake;

THENCE with said meanders along the lake;

N 83° 36' 07" W, 37.18 feet,  
S 43° 49' 43" W, 103.09 feet,

THENCE S 60° 38' 46" W, 54.18 feet;

THENCE S 5° 29' 22" W, 86.41 feet;

THENCE S 3° 49' 07" E, 142.40 feet;

THENCE S 44° 05' 52" E, 107.39 feet;

THENCE S 48° 26' 33" E, 40.46 feet;

S 15° 45' 58" E, 90.93 feet,

S 15° 59' 33" W, 133.02 feet,

S 40° 14' 46" W, 103.03 feet,

S 28° 59' 09" W, 112.15 feet,

S 65° 40' 07" E, 216.88 feet,

S 76° 30' 55" E, 206.10 feet,

S 66° 23' 15" E, 273.20 feet,

S 74° 28' 44" E, 283.78 feet,

N 67° 16' 50" E, 79.79 feet,

N 39° 43' 15" E, 37.16 feet,

N 73° 45' 45" E, 151.40 feet,

S 84° 47' 55" E, 326.40 feet,

S 79° 25' 35" E, 89.30 feet,

N 69° 02' 41" E, 100.21 feet,

N 44° 35' 15" E, 118.55 feet,

S 29° 15' 25" E, 186.24 feet,

(12)

FEBRUARY 9, 1976

ROYAL FOREST  
LAKEFRONT LOTS  
SECTION I  
SECTION II

-2-

To a point on the center line of Royal Shore Drive;

THENCE along the center line of Royal Shore Drive S 44° 33' 15" W, 145.16 feet to the point of curvature of a curve to the right having a radius of 127.40 feet, through a central angle of 50° 38' 50" for a distance of 112.62 feet;

THENCE N 84° 47' 55" W, 500.00 feet to the p. c. of a curve to the left, having a radius of 153.59 feet through a central angle of 55° 51' 16", a distance of 149.73 feet, to a point of reverse curve;

THENCE with a curve to the right, having a radius of 128.93 feet, through a central angle of 55° 19' 42", a distance of 124.50 feet to the p. t. of said curve;

THENCE N 85° 19' 29" W, 207.78 feet to the p. c. of a curve to the right, having a radius of 60 feet;

THENCE along said curve to the right through a central angle of 30° 54' 39", a distance of 32.37 feet to a point of reverse;

THENCE along a curve to the left, having a radius of 944.54 feet through a central angle of 12° 8' 29", for a distance of 200.15 feet;

THENCE N 66° 33' 19" W, 136.81 feet to the p. c. of a curve to the left, having a radius of 297.88 feet;

THENCE along said curve to the left through a central angle of 10° 8' 00", a distance of 52.68 feet to the p. t. of said curve;

THENCE N 76° 41' 19" W, 165.05 feet;

THENCE N 76° 02' 09" W, 172.56 feet, to the p. c. of a curve to the right;

THENCE along said curve to the right having a radius of 231.72 feet, through a central angle of 77° 41' 02", a distance of 314.18 feet to the p. t. of said curve;

THENCE 1° 38' 53" E, 684.98 to the point of beginning.

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

I, Roy Harris, Clerk of the County Court in and for Montgomery County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the volume and page of the named record and at the time and date as stamped hereon by me.



*Roy Harris*

County Clerk of Montgomery Co., Texas

(15)

7709188

DEEDS

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
LAKEFRONT SECTION OF ROYAL FOREST

THE STATE OF TEXAS       §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF MONTGOMERY   §

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Volume 922, Page 438 of the Deed Records of Montgomery County, Texas, ROYAL FOREST CORPORATION, a Texas corporation, FBS FINANCIAL, INC., a Delaware corporation, RIVER OAKS BANK & TRUST COMPANY, a Texas banking corporation, FIDELITY BANK & TRUST COMPANY, a Texas banking corporation, and WESTERN NATIONAL BANK OF HOUSTON, a national banking association, together created certain Covenants, Conditions and Restrictions applicable to the LAKEFRONT SECTION OF ROYAL FOREST, a certain 13.43006 acre tract of land out of the Jose De La Garza Survey, Abstract No. 15, Montgomery County, Texas, and more particularly described by metes and bounds as follows (hereinafter referred to as the "Subject Property"):

A 13.43006 acre tract or parcel of land out of the Jose M. De La Garza Survey, Abstract No. 15, Montgomery County, Texas, and being out of a certain 222.3392 acre tract recorded in the Montgomery County Deed Records, County Clerk File No. 308109, and being more particularly described by metes and bounds as follows:

Commencing at a concrete monument marking the most northwesterly corner of said 222.3392 acre tract;

Thence North 65°02'30" East, a distance of 1208.89 feet to a point for corner being the most northerly west corner of the herein described tract for the point of beginning and continuing North 65°02'30" East, 376.35 feet;

Thence South 25°21'50" East, 26.45 feet to the point of meander along a lake;

Thence with said meanders along the lake, North 83°36'07" West, 37.18 feet, South 43°49'43" West, 103.09 feet;

Thence South 60°38'46" West, 54.18 feet;

Thence South 5°29'22" West, 86.41 feet;  
Thence South 3°49'07" East, 142.40 feet;  
Thence South 44°05'52" East, 107.39 feet;  
Thence South 48°26'33" East, 40.46 feet;  
Thence South 15°45'58" East, 90.93 feet;  
Thence South 15°59'33" West, 133.02 feet;  
Thence South 40°14'46" West, 103.03 feet;  
Thence South 28°59'09" West, 112.15 feet;  
Thence South 65°40'07" East, 216.88 feet;  
Thence South 76°30'55" East, 206.10 feet;  
Thence South 66°23'15" East, 273.20 feet;  
Thence South 74°28'44" East, 283.78 feet;  
Thence North 67°16'50" East, 79.79 feet;  
Thence North 39°43'15" East, 37.16 feet;  
Thence North 73°45'45" East, 151.40 feet;  
Thence South 84°47'55" East, 326.40 feet;  
Thence South 79°25'35" East, 89.30 feet;  
Thence North 69°02'41" East, 100.21 feet;  
Thence North 44°35'15" East, 118.55 feet;  
Thence South 29°15'25" East, 186.24 feet, to a point  
on the center line of Royal Shore Drive;  
Thence along the center line of Royal Shore Drive  
South 44°33'15" West, 145.16 feet to the point of  
curvature of a curve to the right having a radius  
of 127.40 feet, through a central angle of 50°38'50"  
for a distance of 112.62 feet;  
Thence North 84°47'55" West, 500.00 feet to the  
p. c. of a curve to the left, having a radius of  
153.59 feet through a central angle of 55°51'16",  
a distance of 149.73 feet, to a point of reverse  
curve;  
Thence with a curve to the right, having a radius  
of 128.93 feet, through a central angle of 55°19'42",  
a distance of 124.50 feet to the p. t. of said curve;  
Thence North 85°19'29" West, 207.78 feet to the p. c.  
of a curve to the right, having a radius of 60 feet;  
Thence along said curve to the right through a cen-  
tral angle of 30°54'39", a distance of 32.37 feet to  
a point of reverse;

Thence along a curve to the left, having a radius of 944.54 feet through a central angle of  $12^{\circ}08'29''$  for a distance of 200.15 feet;

Thence North  $66^{\circ}33'19''$  West, 136.81 feet to the p. c. of a curve to the left, having a radius of 297.88 feet;

Thence along said curve to the left through a central angle of  $10^{\circ}88'00''$ , a distance of 52.68 feet to the p. t. of said curve;

Thence North  $76^{\circ}41'19''$  West, 165.05 feet;

Thence North  $76^{\circ}02'09''$  West, 172.56 feet, to the p. c. of a curve to the right;

Thence along said curve to the right having a radius of 231.72 feet, through a central angle of  $77^{\circ}41'02''$  a distance of 314.18 feet to the p. t. of said curve;

Thence North  $1^{\circ}38'53''$  East, 684.98 feet to the Point of Beginning.

WHEREAS, by mutual mistake or mutual error the metes and bounds description attached as Exhibit "A" to such Declaration of Covenants, Conditions and Restrictions contained certain discrepancies from the true and correct metes and bounds description of the Subject Property; and

WHEREAS, the ROYAL FOREST CORPORATION, FBS FINANCIAL, INC., RIVER OAKS BANK & TRUST COMPANY, FIDELITY BANK & TRUST COMPANY, and WESTERN BANK (formerly "Western National Bank of Houston") desire to amend such Declaration of Covenants, Conditions and Restrictions to correct said mutual mistake or mutual error and to reflect the true, accurate metes and bounds description of the Subject Property.

NOW, THEREFORE, the undersigned hereby amend said Declaration of Covenants, Conditions and Restrictions to reflect the true and correct metes and bounds description of the Subject Property and Exhibit "A" to said Declaration of Covenants, Conditions and Restrictions is hereby modified to conform to the metes and bounds description of the Subject Property set forth above.

Except as expressly modified and amended by this instrument, the original Declaration of Covenants, Conditions and Restrictions of the Lakefront Section of Royal Forest presently on file in Volume 922, Page 438 of the Deed Records of Montgomery County, Texas, shall remain unchanged and in full force and effect.



EXECUTED by Royal Forest Corporation this the 5<sup>th</sup> day  
of January, 1978.

ROYAL FOREST CORPORATION

ATTEST:

By [Signature]  
President

[Signature]  
Secretary

EXECUTED by FBS Financial, Inc., this the 9<sup>th</sup> day of  
March, 1976.

FBS FINANCIAL, INC.

ATTEST:

By [Signature]  
Vice President

[Signature]  
Secretary

EXECUTED by River Oaks Bank & Trust Company this the 10<sup>th</sup>  
day of JAN, 1979.

RIVER OAKS BANK & TRUST COMPANY

ATTEST:

By [Signature]  
Vice President

[Signature]  
Secretary

EXECUTED by Fidelity Bank & Trust Company this the 11<sup>th</sup>  
day of January, 1975.

FIDELITY BANK & TRUST COMPANY

ATTEST:

By [Signature]  
Vice President

[Signature]  
Cashier

EXECUTED by Western Bank this the 10th day of January, 1978.

WESTERN BANK

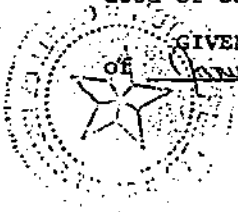
ATTEST:

By Wm. Kelly Ousef  
Vice President

Paul Thurman  
Cashier

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jack D. Add, known to me to be the person whose name is subscribed to the foregoing instrument, as President of ROYAL FOREST CORPORATION, and being duly sworn acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of January, 1978

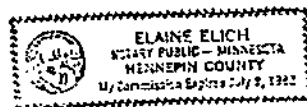
Carole H. Moore  
Notary Public in and for  
Harris County, Texas  
My Commission Expires June 1, 1977

THE STATE OF MINNESOTA I  
COUNTY OF HENNEPIN I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. M. Irvin, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of FBS FINANCIAL, INC., and being first duly sworn acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of March, 1978

Elaine Elich  
Notary Public in and for  
Hennepin County, Minnesota

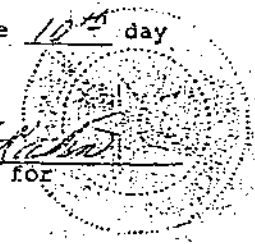


THE STATE OF TEXAS I  
I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert Shaw, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of RIVER OAKS BANK & TRUST COMPANY, and being first duly sworn acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10<sup>th</sup> day of January, 1976

Caroline Kitchin  
Notary Public in and for  
Harris County, Texas

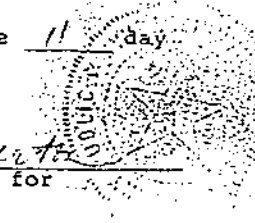


THE STATE OF TEXAS I  
I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Shirley Paul, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of FIDELITY BANK & TRUST COMPANY, and being first duly sworn acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11<sup>th</sup> day of January, 1977.

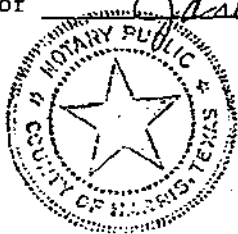
Sharon J. Tucker  
Notary Public in and for  
Harris County, Texas



THE STATE OF TEXAS I  
I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Wm. Kirby Ansel, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of WESTERN BANK and being first duly sworn acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said national banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10<sup>th</sup> day of January, 1977.



SHARON J. TUCKER

Sharon J. Tucker  
Notary Public in and for  
Harris County, Texas

FILED FOR RECORD  
AT 3 O'CLOCK P.M.

MAR 25 1977

ROY HARRIS, Clerk  
County Court, Montgomery Co., Tex.  
By William J. [Signature] Deputy

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