

DEEDS

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

7603765  
763765

MOBILE HOME 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 Mobile Home Section of Royal Forest located in Montgomery County, Texas and more particularly described as follows (hereinafter referred to as the "Subdivision"):

128.91796  
BEING \_\_\_\_\_ 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. Any Lot may be used for the location and/or installation of a mobile home, house trailer, travel trailer or motor home thereon. In order to assure that only acceptable mobile homes, house trailers, travel trailers or motor homes are used, it is required that any mobile home, house trailer, travel trailer or motor home be approved by the Declarant or Declarant's assigns in writing before it is brought onto a Lot. In the event that an Owner elects not to place a mobile home, house trailer, travel trailer or motor home on his Lot, but rather desires to construct a residence thereon or wants to construct a residence together with a mobile home, such residence must contain at least six hundred (600) square feet 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 may be erected on a Lot 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.

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.

ROYAL FOREST CORPORATION

By [Signature]  
President

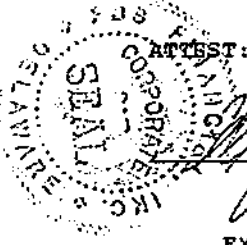


[Signature]  
Secretary

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

FBS FINANCIAL, INC.

By [Signature]  
Vice President



[Signature]  
Secretary

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

RIVER OAKS BANK & TRUST COMPANY

By [Signature]  
Vice President



[Signature]  
Secretary

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

FIDELITY BANK & TRUST COMPANY



ATTEST:

[Signature]  
Clerk

By [Signature]  
Vice President

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

WESTERN NATIONAL BANK OF HOUSTON

ATTEST:

[Signature]  
V.P.

By Wm. Kirby Amsel  
Vice President

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 Tyler D. Todd, known to me to be the person whose name is subscribed 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.

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

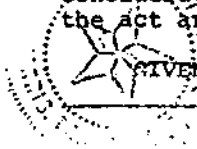
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of February, 1976.



[Signature]  
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.

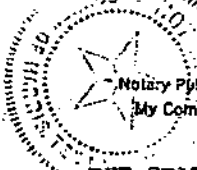


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of February, 1976.

[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 [Signature], known to me to be the person whose name is subscribed to the foregoing instrument, as [Signature] 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

PHYLIS E. CHILDRESS  
Notary Public in and for Harris County, Texas  
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 Wm. Kirby Fausel, 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 9th day of February, 1976.



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

LEGAL DESCRIPTION

A tract or parcel of land containing 99.6139 acres out of the Jose M. De La Garza Survey, A-15, Montgomery County, Texas, and being more particularly described by metes and bounds as follows, to wit:

COMMENCING at the most Easterly corner of Royal Forest, Section 1, a subdivision of Montgomery County as recorded in the County Map Records, Volume 9, Page 76, said point being in the center of Caney Creek,

THENCE with the meanders of said Caney Creek;

N 41° 46' 39" W,	55.09 Feet,
N 29° 34' 40" W,	132.48 "
N 50° 49' 04" W,	174.45 "
N 30° 01' 42" W,	315.72 "
N 40° 56' 32" E,	150.00 "
N 50° 06' 06" W,	219.59 "
N 11° 36' 04" E,	331.86 "
N 51° 14' 27" W,	225.00 "
N 31° 40' 23" E,	135.88 "
N 32° 34' 34" W,	304.57 "
S 76° 13' 32" W,	163.00 "
N 54° 31' 27" W,	208.88 "
N 66° 01' 07" W,	95.19 "
N 0° 22' 18" W,	176.12 "
N 76° 26' 56" W,	150.09 "
N 9° 39' 24" W,	46.10 "
N 57° 31' 59" E,	218.51 "
N 0° 57' 53" W,	359.15 "
N 47° 21' 38" W,	607.95 "
S 87° 34' 51" W,	299.34 feet to POINT OF BEGINNING, being also the

most Southeasterly corner of the herein described tract,

THENCE continuing with the meanders of Caney Creek;

S 87° 34' 51" W,	15.82 Feet,
N 59° 08' 10" W,	64.23 "
N 34° 32' 15" E,	55.16 "
N 27° 28' 46" E,	89.44 "
N 6° 46' 57" E,	58.69 "
N 39° 33' 47" W,	151.94 "
N 48° 50' 02" W,	106.98 "
N 5° 02' 43" W,	57.66 "
N 52° 33' 10" E,	124.73 "
N 18° 14' 58" W,	54.76 "
N 11° 38' 02" W,	87.48 "
N 11° 34' 54" E,	111.84 "
N 43° 44' 48" W,	107.90 "
N 69° 23' 31" W,	104.96 "
N 52° 02' 40" W,	100.98 "
N 33° 19' 11" W,	101.79 "
N 50° 12' 17" W,	100.60 "
N 26° 43' 08" W,	42.26 "
N 3° 13' 17" E,	33.86 "
N 57° 16' 47" E,	100.84 "
N 61° 12' 48" E,	101.98 "
N 42° 05' 40" E,	135.02 "
N 17° 00' 45" E,	113.65 "
N 31° 15' 00" W,	79.61 "
N 55° 42' 34" W,	83.52 "
N 84° 31' 35" W,	115.26 "
N 10° 54' 49" W,	102.75 "
N 33° 33' 07" W,	103.22 "

Continued.....

EXHIBIT "A"

A tract or parcel of land containing 29.30477 acres, more or less, out of the Jose M. DE La Garza, Survey A-15, and out of a certain 222.3392 ac. tract as recorded in the Montgomery County Deed Records, County Clerk's File No. 303109, and being located in Montgomery County, Texas, and being more particularly described by metes and bounds as follows, to wit:

COMMENCING at a concrete monument marking the most Northwesterly corner of said 222.3342 ac. tract for the most Northwesterly corner of the herein described tract for the POINT OF BEGINNING.

THENCE N 65° 02' 30" E, a distance of 530.21 feet to a point located in the center of Royal Green Drive for the most Northeasterly corner of this tract,

THENCE with said center line of Royal Green Drive, South 25° 13' 00" East, 2,469.60 feet to the most Southeasterly corner of this Tract,

THENCE South 64° 47' 00" West along the Northwesterly ROW of Royal Terrell Drive 510.00 for the most Southwesterly corner of this tract,

THENCE North 25° 28' 55" West, 1949.06 feet, to a deflection point,

THENCE North 26° 26' 34" West, 523.09 feet to the POINT OF BEGINNING.



*Thomas H. Eikel*

Continued .....

N 82° 30' 22" W, 190.58 feet,  
 N 13° 26' 04" W, 101.79 " ,  
 N 0° 26' 35" W, 109.25 " ,  
 N 16° 47' 08" W, 100.84 " ,  
 N 80° 51' 07" W, 181.94 " ,  
 N 25° 31' 40" E, 154.67 " ,  
 N 32° 48' 35" E, 183.62 " ,  
 N 64° 42' 23" W, 164.71 " ,  
 N 29° 59' 27" W, 104.12 " ,  
 N 29° 40' 01" E, 41.43 " ,  
 N 60° 58' 19" E, 135.09 " ,  
 N 73° 27' 33" E, 97.63 " ,  
 N 1° 00' 32" W, 113.22 " ,  
 S 68° 21' 02" W, 73.21 " ,  
 N 53° 37' 52" W, 78.24 " ,  
 N 27° 46' 18" E, 132.59 " ,  
 N 23° 51' 26" E, 160.81 " ,  
 N 16° 45' 33" E, 158.96 " ,  
 N 27° 04' 29" W, 57.15 " ,  
 N 1° 18' 25" E, 73.21 " ,  
 N 29° 52' 28" E, 77.97 " , to a point for the most North-  
 erly corner of the herein described tract,

THENCE S 62° 53' 29" W, 1,637.90 feet, to a point for corner,

THENCE S 25° 18' 02" E, 1321.17 feet, to a point for corner,

THENCE S 63° 58' 56" W, 253.22 feet to a point for corner,

THENCE S 25° 21' 50" E, 641.30 feet to a point for corner, being on the most Westerly ROW line of Royal Lake Drive,

THENCE across Said Royal Lake Drive, S 75° 58' 10" E, 70.23 feet to the most Southwesterly corner of lot 414,

THENCE along a curve to the left, having a radius of 113.37 feet, thru a central angle of 13° 55' 06", for a distance of 27.54 feet to the P.T. of said curve,

THENCE S 38° 28' 25" E, 763.99 feet to the P.C. of a curve to the right,

THENCE along said curve, having a radius of 284.26 feet, thru a central angle of 16° 36' 25", for a distance of 216.97 feet.

THENCE S 5° 15' 35" W, 220.93 feet to the P.C. of a curve to the left,

THENCE along said curve, having a radius of 197.51, thru a central angle of 34° 31' 00", for a distance of 118.99 to the P.T. of said curve,

THENCE S 29° 15' 25" E, 204.95 feet to the P.C. of a curve to the left,

THENCE along said curve, having a radius of 25.00 feet, thru a central angle of 90° 00' 00", for a distance of 39.27 feet to the P.T. of said curve being on the ROW of the Most Northerly side of Royal York Road,

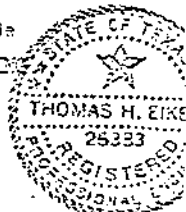
THENCE N 60° 44' 35" E, 664.25 feet along the most northerly ROW of Royal York Road, to the most Southeasterly corner of lot 481 and also the point of intersection with the most Westerly ROW of Royal Creek Dr.,

THENCE N 55° 54' 07" E, 61.03 feet across Royal Creek Drive, to the most southerly corner of lot 480A,

THENCE N 40° 41' 50" E, 201.75 feet along the most Southeasterly side of lot 480A, to its Most Easterly corner and to the POINT OF BEGINNING

Filed for Record at 11 o'clock P.M. July 17, 1970 by THOMAS H. EIKE, Surveyor, Clark County Court, Morris County, Texas.

*Thomas H. Eike*



AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
MOBILE HOME 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 464 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 MOBILE HOME SECTION OF ROYAL FOREST, a certain 128.91809 acre parcel of land composed of two (2) tracts 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"):

SECTION 1:

A tract or parcel of land containing 99.61319 acres out of the Jose N. De La Garza Survey, Abstract No. 15, Montgomery County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

Commencing at the most easterly corner of Royal Forest, Section 1, a subdivision of Montgomery County as recorded in the County Map Records, Volume 9, Page 76, said point being in the center of Caney Creek;

Thence with the meanders of said Caney Creek: North 41°46'39" West, 55.09 feet; North 29°34'40" West, 132.48 feet; North 50°49'04" West, 174.45 feet; North 30°01'42" West, 315.72 feet; North 40°56'32" East, 160.00 feet; North 50°06'06" West, 219.59 feet; North 11°36'04" West, 31.86 feet; North 51°14'28" East, 225.00 feet; North 31°40'23" East, 135.88 feet; North 32°34'34" West, 304.57 feet; South 76°13'32" West, 163.00 feet; North 54°31'27" West, 208.88 feet; North 66°01'07" West, 95.19 feet; North 00°22'18" West, 176.12 feet; North 76°26'56" West, 150.09 feet; North 09°39'24" West, 46.10 feet; North 57°31'59" East, 218.51 feet; North 00°57'53" West, 359.15 feet; North 47°21'38" West, 607.95 feet; South 87°34'51" West, 239.34 feet to Point of Beginning, being also the most southeasterly corner of the herein described tract;

Thence continuing with the meanders of Caney Creek:  
 South 87°34'51" West, 15.82 feet; North 59°08'10" West,  
 64.23 feet; North 34°32'15" East, 55.16 feet; North  
 27°28'46" East, 89.44 feet; North 06°46'57" East, 58.69  
 feet; North 39°33'47" West, 151.94 feet; North 48°50'02"  
 West, 106.98 feet; North 05°02'43" West, 57.66 feet;  
 North 52°33'10" East, 124.73 feet; North 18°14'58"  
 West, 54.76 feet; North 11°38'02" West, 87.48 feet;  
 North 11°34'54" East, 111.84 feet; North 43°44'48"  
 West, 107.90 feet; North 69°23'31" West, 104.96 feet;  
 North 52°02'40" West, 100.98 feet; North 33°19'11"  
 West, 101.79 feet; North 50°12'17" West, 100.60 feet;  
 North 26°43'08" West, 42.26 feet; North 03°13'17" East,  
 33.86 feet; North 57°16'47" East, 100.84 feet; North  
 61°12'48" East, 101.98 feet; North 42°05'40" East,  
 135.02 feet; North 17°00'45" East, 113.66 feet; North  
 31°15'00" West, 79.81 feet; North 56°42'34" West, 83.52  
 feet; North 84°31'38" West, 115.26 feet; North 10°54'49"  
 West, 102.75 feet; North 38°33'07" West, 103.22 feet;  
 North 82°30'22" West, 190.38 feet; North 13°26'04"  
 West, 101.79 feet; North 00°26'35" West, 109.25 feet;  
 North 16°47'08" West, 100.84 feet; North 80°51'07"  
 West, 181.94 feet; North 25°31'40" East, 154.67 feet;  
 North 32°48'35" East, 183.62 feet; North 64°42'23"  
 West, 164.71 feet; North 29°59'27" West, 104.12 feet;  
 North 29°40'01" East, 41.43 feet; North 60°58'19" East,  
 135.09 feet; North 73°27'33" East, 97.63 feet; North  
 01°00'32" West, 113.22 feet; South 68°21'02" West,  
 73.21 feet; North 53°37'52" West, 78.24 feet; North  
 27°46'18" East, 132.59 feet; North 23°51'26" East,  
 160.81 feet; North 16°45'33" East, 158.96 feet; North  
 27°04'29" West, 57.15 feet; North 01°18'25" East, 73.21  
 feet; North 29°52'28" East, 77.97 feet, to a point for  
 the most northerly corner of the herein described  
 tract;

Thence South 62°53'29" West, 1,637.90 feet to a point  
 for corner;

Thence South 25°18'02" East, 1321.17 feet to a point  
 for corner;

Thence South 63°58'56" West, 253.22 feet to a point for  
 corner;

Thence South 25°21'50" East, 641.30 feet to a point for  
 corner, being on the most westerly right-of-way line of  
 Royal Lake Drive;

Thence across said Royal Lake Drive, South 75°58'10"  
 East, 70.23 feet to the most southwesterly corner of  
 Lot 414;

Thence along a curve to the left, having a radius of  
 113.37 feet, through a central angle of 13°55'06" for a  
 distance of 27.54 feet to the p.t. of said curve;

Thence South 38°28'25" East, 763.99 feet to the p.c. of  
 a curve to the right;

Thence along said curve, having a radius of 284.26  
 feet, through a central angle of 43°44'00", for a  
 distance of 216.97 feet;

Thence South 05°15'35" West, 220.93 feet to the p.c. of  
 a curve to the left;



Thence along said curve, having a radius of 197.51, through a central angle of  $34^{\circ}31'00''$ , for a distance of 118.99 to the p.t. of said curve;

Thence South  $29^{\circ}15'25''$  East, 204.95 feet to the p.c. of a curve to the left;

Thence along said curve, having a radius of 25.00 feet, through a central angle of  $90^{\circ}00'00''$ , for a distance of 39.27 feet to the p.t. of said curve being on the right-of-way of the most northerly side of Royal York Road;

Thence North  $60^{\circ}44'35''$  East, 664.25 feet along the most northerly right-of-way of Royal York Road, to the most southeasterly corner of Lot 481 and also the point of intersection with the most westerly right-of-way of Royal Creek Drive;

Thence North  $55^{\circ}54'07''$  East, 61.93 feet across Royal Creek Drive, to the most southerly corner of Lot 480A;

Thence North  $40^{\circ}41'50''$  East, 201.75 feet along the most southeasterly side of Lot 480A, to its most easterly corner and the Point of Beginning.

#### SECTION 2:

A tract or parcel of land containing 29.30490 acres, more or less, out of the Jose M. De La Garza, Survey A-15, and out of a certain 222.3392 acre tract as recorded in the Montgomery County Deed Records, County Clerk's File No. 308109, and being located in Montgomery County, Texas, and being more particularly described by metes and bounds as follows, to wit:

COMMENCING at a concrete monument marking the most Northwesterly corner of said 222.3392 acre tract for the most Northwesterly corner of the herein described tract for the POINT OF BEGINNING.

THENCE N  $65^{\circ} 02' 30''$  E, a distance of 530.21 feet to a point located in the center of Royal Green Drive for the most Northeasterly corner of this tract;

THENCE with said center line of Royal Green Drive, South  $25^{\circ} 13' 00''$  East, 2,469.60 feet to the most Southeasterly corner of this Tract;

THENCE South  $64^{\circ} 47' 00''$  West along the Northwesterly ROW of Royal Terrell Drive 510.00 for the most Southwesterly corner of this tract;

THENCE North  $25^{\circ} 28' 55''$  West, 1949.06 feet to a deflection point;

THENCE North  $26^{\circ} 26' 34''$  West, 523.09 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 said 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 Mobile Home Section of Royal Forest presently on file in Volume 922, Page 464 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

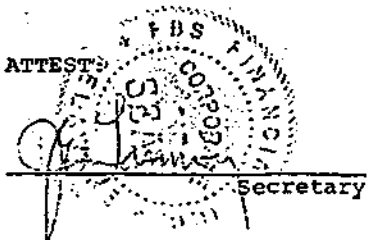
[Signature]  
Secretary

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

March, 1976.

FBS FINANCIAL, INC.

ATTEST:

  
[Signature]  
Secretary

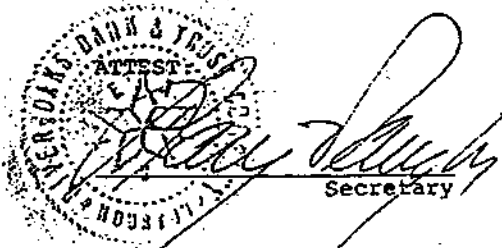
By

[Signature]  
Vice President

EXECUTED by River Oaks Bank & Trust Company this the 10<sup>th</sup>

day of JAN, 1978.

RIVER OAKS BANK & TRUST COMPANY

  
[Signature]  
Secretary

By

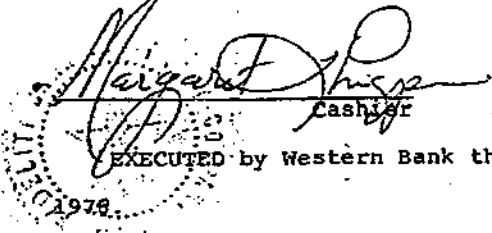
[Signature]  
Vice President

EXECUTED by Fidelity Bank & Trust Company this the 11<sup>th</sup>

day of January, 1977.

FIDELITY BANK & TRUST COMPANY

ATTEST:

  
[Signature]  
Cashier

By

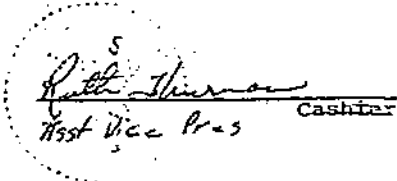
[Signature]  
Vice President

EXECUTED by Western Bank this the 10<sup>th</sup> day of January

1978.

WESTERN BANK

ATTEST:

  
[Signature]  
Cashier  
1st Vice Pres

By

[Signature]  
Vice President

THE STATE OF TEXAS X  
X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John S. [unclear], 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, 1979.

Caroline H. [unclear]  
Notary Public in and for  
Harris County, Texas  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1977

THE STATE OF MINNESOTA X  
X  
COUNTY OF HENNEPIN X

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, 1977.

Elaine Elich  
Notary Public in and for  
~~Minnesota~~  
ELAINE ELICH  
NOTARY PUBLIC - MINNESOTA  
HENNEPIN COUNTY  
My Commission Expires July 5, 1977

THE STATE OF TEXAS X  
X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert S. [unclear], known to me to be the person whose name is subscribed to the foregoing instrument, as 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 11th day of January, 1976.

Caroline H. [unclear]  
Notary Public in and for  
Harris County, Texas



THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Shirley, 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 day of January, 1979.

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

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Wm. Kirby, 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, 1978.



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 Abigail D. ... Deputy