

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
CEDARWOOD TOWN HOMES, A TOWNHOUSE SUBDIVISION**

THE STATE OF TEXAS:

COUNTY OF GALVESTON: KNOWN ALL MEN BY THESE PRESENTS:

This Declaration, made on the date hereinafter set forth by LARS International, Inc, a Texas Corporation, hereinafter referred to as "DECLARANT",

WITNESS TO:

WHEREAS, Declarant is the owner of certain property in the City of Friendswood, County of Galveston, State of Texas, which is more particularly described in Exhibit "A" attached hereto and made a part hereof as depicted in a recorded plat of said property recorded in Volume 238, Page 214, and in volume 243, Page 37 of the Galveston County Clerk's Records, the Official Public Records of Real Property of Galveston County, Texas.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS.

Section 1.01, "Association" shall mean and refer to CEDARWOOD HOMEOWNERS ASSOCIATION, a Texas Non-Profit Corporation.

Section 1.02, "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any townhouse which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.03, "Townhouse Unit" or "Unit" shall mean and refer to each townhouse unit which may be constructed, inclusive of garages, and conveyed by metes and bounds description out of the recorded plat, inclusive, as such space or unit may be further described and delimited in Article II hereof.

Section 1.04, "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

A. All of the property more particularly described by metes and bounds in Exhibit "B" as "Common Area", attached hereto and made a part hereof .

B. All common recreational facilities, if any, including the grounds, yards and walkways, streets and alleyways, subject to all easements shown on said plat and any regulation of the City of Friendswood, Texas, of private streets and driveways.

C. All uncovered parking spaces.

D. All other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of all the units including, but not limited to, all improvements situated thereon, paving of all private streets, driveways, and parking areas, all water meters, water distribution systems, and sanitary sewer collection system including maintenance of storm water detention area.

Section 1.05, "Declarant" shall mean and refer to LARS International, Inc its successors and assigns, if such successor or assign should succeed to all of Declarant's interest in the townhouse units.

Section 1.06 "Townhouse Project" shall mean and refer to all of the townhouse units and the common areas appurtenant thereto.

Section 1.07, "Building Site" shall mean and refer to the recorded plat on which sixteen townhouse units may be constructed or conveyed by metes and bounds.

Section 1.08, "Board of Directors" shall mean and refer to the duly elected and constituted Board of Directors of Cedarwood Homeowners Association, Inc.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 2.01, Membership. Each and every person, persons or legal entity, who shall own any townhouse building site or townhouse unit, shall automatically be a member of the Association, PROVIDED, that any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member.

Section 2.02, Classes of voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all those owners described in Section One hereof with the exception of Declarant, Class A members shall be entitled to one (1) vote for each one-one thousandth (1/1000) square foot of townhouse unit or building site owned. When two or more persons or entities hold undivided interests in a townhouse unit or building site, such persons shall be Class A members, and the vote for such unit or building site shall be

exercised as they among themselves determine, but in no event shall more than one (1) vote for each one-one thousandth (1/1000) of the total square feet of townhouse units be made. This equates to 1 vote per townhouse unit owned.

Class B The Class B member shall be Declarant. The Class B member shall be entitled to three (3) votes for each one-one thousandth (1/1000) of the total square feet of townhouse units or building site owned. This equates to 3 votes per townhouse unit owned. The Class B member shall become a Class A member upon the occurrences of the earlier of the following (the "Conversion Date").

(I) Four (4) months after seventy-five (75%) percent of the townhouse units or building site have been conveyed to unit purchasers, or

(II) Three (3) years after the first unit estate is conveyed to a unit purchaser: or

(III) Such earlier date as may be established by Declarant in a Supplemental Declaration to be recorded by Declarant.

Section 2.03, The gross square footage of any townhouse unit for the purpose of this Article II shall be conclusively established by a statement of the gross square footage contained in any deed to such unit to an owner which shall be contained in the metes and bounds description of such unit.

ARTICLE III.

ASSESSMENTS

Section 3.01 The Association shall be assessed as the person or entity in possession of any tangible personal property of the townhouse project owned or possessed in common by the owners, and personal property taxes based thereon shall be treated as expenses of administration of the townhouse project.

Section 3.02 A. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the townhouse project and which may include a reasonable allowance for contingencies and reserves. Such reserve may include, without limitation, an adequate reserve fund for the maintenance, repair and replacement of those common elements that must be replaced on a periodic bases and shall be payable in regular installments rather than by special assessments. The assessment for such year shall be established by the adoption of such annual budget by the Board of Directors of the Association. Copies of such budget shall be delivered to each Owner, although the delivery (or failure to effect such delivery) of a copy of the budget

to each Owner shall not affect the liability of any Owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the townhouse project in any fiscal year, then the Board of Directors shall have the authority at any time and from time to time to levy such additional assessment or assessments as it shall deem to be necessary for that purpose.

B. Special assessments, (being assessments other than those described in Subsection A above), may be made by the Board of Directors of the Association at any time, and from time to time, to meet other needs or requirements of the Association and the Townhouse Project including, but not limited to, assessments for costs described in Section 3.09 of Article III hereof and capital improvements. However, any such special assessment shall not be levied without the prior approval of at least fifty-one (51%) percent of the percentage of values of all the Owners.

C. Assessments levied by the Association against each Owner pursuant to Subsection A and/or Subsection B above which are expended on capital expenditures, or which are set aside in a reserve for future repairs or improvements within the Townhouse Project (whether or not such repairs or improvements would otherwise be considered capital in nature pursuant to Section 263 of the Internal Revenue Code of 1954, as amended) shall be treated as capital contributions by such Owner to the Association and shall be shown on the books of the Association as such.

The provisions of this Subsection C may be amended by a majority of the Board of Directors of the Association. It, in the sole discretion of said Board of Directors, such action is necessary to conform to any change in the Internal Revenue Code of 1954, as amended, or any Treasury Regulation or Ruling promulgated thereunder. Notwithstanding anything contained in this Declaration to the contrary, any amendment to this Subsection C duly authorized by the Board of Directors of the Association shall not require the consent of any Owner or mortgage.

Section 3.03. All assessments levied against the Owners to cover expenses of the Association shall be apportioned among and paid by the Owners in accordance with their percentage of ownership in the common elements, which shall be derived as a fraction, the numerator of which shall be the total number of units or sixteen (16), without increase or decrease for the existence of any rights with respect to the use of common elements which may be appurtenant to such units. All water, telephone, or electric utilities serving the general common elements shall be a common expense of the Association. Assessments shall be due and payable at such times as the Association shall determine, commencing upon the date of

delivery of a deed to a unit from Declarant to a subsequent owner. Prior to such conveyance, units owned by Declarant in accordance with the ratio herein stated but Declarant's ratio shall be reduced to sixty (60%) percent of the otherwise assessed total. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before fifteen (15) days after the date of any such assessment. Assessments in default may incur a late charge in amounts determined from time to time by the Board of Directors from the due date until paid provided that no late charge may be charged twice for the same delinquent assessment. Each owner shall be and remain, personally liable for the payment of all assessments which may be levied against such owner by the Association in accordance with these by-laws and any unpaid assessments with accrued late charges thereon owed with respect to a unit may, at the option of the Association, be collected out of the sale proceeds of such unit. Declarant hereby reserves and assigns to the Association, without recourse, a vendor's lien against each unit to secure the payment of any regular or special assessment which may be levied pursuant to the terms hereof. Which liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including, without limitation, interest, costs and reasonable attorney's fees, shall be the liability of and chargeable to the owner in default. Any such lien shall be and is subordinate and inferior only to the following: (i) assessments, liens and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on such unit, and (ii) amounts due under any mortgage instruments duly recorded. Any first mortgagee, who obtains title to a townhouse unit pursuant to the remedies provided in its mortgage as upon foreclosure of its lien on a unit, or upon acceptance of a deed (or other transfer or assignment) in lieu of foreclosure thereon, shall not be liable for or required to pay any unpaid assessments owing on said unit which may have accrued prior to the time such mortgagee acquired title. Notice of any such unpaid assessment, regular or special, and of the Association's intention of claiming a lien against the unit affected thereby, may be recorded by the Association in the Real Property Records of Galveston County, Texas.

Section 3.04. No owner may exempt himself from liability for his contribution toward the expenses of the Association and the townhouse project by waiver of the use or enjoyment of any of the Common elements or by the abandonment, sale or other disposition of his unit.

Section 3.05. The Association may, in addition to its rights under Section 3.03 hereof, enforce collection of delinquent assessments by suit at law for a money judgment, and the expenses incurred in collecting unpaid assessments, including interest, costs and attorney's fees, shall be chargeable to the owner in default. The Association may also discontinue the

furnishing of any services to an owner in default of his obligations to the Association or to any other owners as set forth herein or access to or use of, the common elements upon seven (7) days written notice to such owner of its intent to do so. An owner in default of his obligations to the Association or to any other owner as set forth herein shall not be entitled to vote at any meeting of the Association so long as such default is in existence.

Section 3.06. Interest. In addition to the late charge, if any assessment installment, whether regular or special, shall become thirty (30) days in arrears, from and after such date, it shall bear interest at the rate of ten (10%) percent per annum until paid.

Section 3.07. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 3.06 hereof, and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner, and his heirs, devisees, personal representatives and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a mortgage lien or deed of trust lien of record, securing in either instance sums borrowed for the purchase or the improvements to the property in question. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Galveston County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Section 3.03 above and may be enforced by the foreclosure of the defaulting owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suit against the owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the owner shall be required to pay the costs expenses, and reasonable attorney's fees incurred.

Section 3.08 Common Property Exempt. All common properties as defined in Article I, Section 1.04 hereof, and any common properties of any other association designated on any recorded plat filed by Declarant, and all portions of the properties owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessment and lien created

herein.

Section 3.09. All costs incurred by the Association, including but not limited to any costs incurred in satisfaction of any liability arising within, caused by or in connection with the Association's operation, maintenance or use of the Townhouse Project, shall be Association expenses. All sums received by the Association, including but not limited to, all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association, shall be Association receipts.

ARTICLE IV.

OWNER ACTION

Without limiting the other legal rights of any owner or the Association, legal action may be brought by the Association in its sole discretion on behalf of two (2) or more owners as their respective interests may appear with respect to any cause of action relating to the common elements of more than one (1) unit or involving party walls.

ARTICLE V.

INSURANCE

Section 5.01. The Association shall carry a master policy of fire and extended coverage, vandalism and malicious mischief and liability insurance, and, if required by law, workmen's compensation insurance (hereinafter referred to as the "Master Policy"), with respect to the townhouse project and the Association's administration thereof in accordance with the following provisions:

A. All improvements, personal property and other common elements of the townhouse project shall be insured, in an amount equal to the maximum insurable replacement value thereof, as determined annually by the Board of Directors of the Association, provided, however, such amount shall be not less than one hundred (100%) percent of the maximum insurable value (based upon replacement cost). The Association may, in its sole discretion, elect to carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use. The Association shall use its best efforts to see that the liability insurance carried by the Association shall cover the common elements and shall contain, of available, cross-liability endorsements or appropriate provisions for the benefit of the owners, individually and as a group, the members of the Board of Directors, owners, the management company, if any, and any other persons (including volunteers, with as appropriate endorsement, of required) handling

funds belonging to or administered by the Association. Such fidelity coverage shall be in an amount as determined from time to time by the Board of Directors.

B. All premiums upon insurance purchased by the Association pursuant to this Declaration shall be included in the Association's budget in accordance with Subsection 3.02A, Article III. Hereof, except that the amount of increase over such premiums occasioned by the use, misuse, occupancy or abandonment of a unit or the common elements by an owner shall be assessed only against such owner.

C. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the common elements of the townhouse project shall be required as provided in Article V. Of the Declaration, the proceeds of any insurance received by the Association as a result to any loss requiring repair or reconstruction under this Declaration and the by-laws shall be applied to such repair or reconstruction.

D. Notwithstanding anything contained herein to the contrary, no provision contained herein shall give an owner, or any other party, priority over any first mortgagee with respect to distribution of proceeds of insurance

ARTICLE VI.

RECONSTRUCTION OR REPAIR

Section 6.01. Of less than two-thirds (2/3) of the buildings in the townhouse project shall be damaged by fire or any other casualty, then the buildings in the project shall be rebuilt or repaired, If two-thirds (2/3) or more of the buildings in the townhouse project shall be damaged by fire or other casualty, then reconstruction shall not occur without the unanimous consent to all owners. In the event that such owners fail to unanimously agree to reconstruct the townhouse project, the land shall be sold and such sale proceeds along with any insurance proceeds shall be distributed to each owner and his mortgagee, as their interest may appear in accordance with each owner's percentage of value in the townhouse project.

Section 6.02 Any reconstruction or repair of the buildings shall be accomplished substantially in accordance with the Declaration and the original plans and specifications for the buildings in the townhouse project unless the owners and their mortgagees shall unanimously decide otherwise.

Section 6.03. Each owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reconstruction, repair or replacement of any portion of the townhouse project necessitated by his negligence or misuse by his family,

tenants, guest, agents, servants, employees or contractors. In the event damage to all or any part of any owners unit is covered by insurance, then such owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the insurer, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of any owner

s unit is not covered by insurance, then such owner shall begin reconstruction or repair of his unit within sixty (60) days after the date such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

Provided, that where the damage affects the habitability of any other unit, repairs shall commence immediately after the damage, or protection shall be afforded such other unit.

ARTICLE VII.

RESTRICTIONS

Section 7.01. No unit in the townhouse project shall be used for other than single-family residence purposes, and the common elements shall be used only for purposes consistent with the use of single-family residences.

Section 7.02. No owner shall make structural alterations or modifications to his unit or to any of the common elements including the erection of antennae, aerials, awnings, or the placement of any reflective or other exterior attachments without the prior written approval of the Association. The Association shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety, or appearance of the townhouse project.

Section 7.03. No owner except a mortgagee who obtains title to a townhouse unit may lease, rent or let his and/or its unit to any other person or persons. Any such leasing, renting or letting shall be for single-family residence purposes. No rooms in a unit may be rented and no transient tenants accommodated.

Section 7.04. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements, nor shall anything be done which may be or become an annoyance or a nuisance to the owners. No owner shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements, anything that will increase the rate of insurance on the townhouse project. No owner shall store any dangerous, explosive or inflammable liquids or other materials either in his unit or upon the common elements.

Section 7.05. No signs or other advertising devices which are visible from the exterior of any unit or upon the common elements shall be displayed, including "For Sale" signs, without

written permission from the Association.

Section 7.06 No animals shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than two (2) household pets may be kept without the prior written permission of the Board of Directors. No pets may be permitted to run loose upon the common elements, and any owner who causes any animal to be brought or kept upon the premises of the townhouse project shall indemnify and hold harmless the Association for any loss, damage, cost or liability which the Association may sustain as a result of the presence of such animal on the premises whether or not the Association has given its permission therefor. Notwithstanding the generality of the foregoing, after repeated violations of this provision, ten days prior written notice to the owner of such pet(s), and an opportunity for such owner to have a hearing before the Board of Directors, The Board may vote to have the pet(s) removed from the townhouse project.

Section 7.07. The common elements shall not be used for storage of supplies, personal property, trash or refuse of any kind (except common trash receptacles, storage buildings or other similar structures which may from time to time be placed upon the common elements at the discretion of the Board of Directors of the Association). Nor shall the common elements be used in any way for the drying, shaking, or airing of clothing or other items. Entrances, sidewalks, yards, driveways, and parking areas shall not be obstructed in any way or shall unauthorized persons or pets play therein or thereon or use such areas for other than their intended purposes.

Section 7.08. Each owner shall also use due care to avoid damaging any of the common elements, including, but not limited to, telephone, water, gas, plumbing, power or other utility systems throughout the townhouse project and each owner shall be responsible for his negligence or misuse of any of the common elements or of his own facilities.

Section 7.09 Non-discriminatory regulations concerning the use of the townhouse project shall be promulgated by the initial Board of Directors of the Association prior to the first annual meeting of the Association, and such regulations, and subsequent regulations duly adopted from time to time by the Board of Directors, shall be binding on all members of the Association unless duly amended by at least sixty (60%) percent of the percentage of value assigned to the owners (and in the event any such amendment would cause or result in any discrimination against any owner or class of owners or any unit or class of units, then any such amendment shall require the written consent of all unit owners adversely affected thereby prior

to its effectiveness).

Section 7.10. The Association or its agents shall have access to each unit from time to time during reasonable working hours,, upon notice to its owner, as may be necessary for the maintenance, repair or replacement of any of the common elements, The Association or its agents shall also have access to each unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another unit.

Section 7.11. Notwithstanding the foregoing provisions, Declarant may from time to time lease units for single-family residence purposes upon such terms and conditions as Declarant may see fit.

Section 7.12. Vehicles not in operating condition shall not be parked upon the common area of the townhouse project. The Board of Directors may, of it deems it appropriate, prohibit recreational vehicles or boats and trailers from being parked in any space in the common area.

Section 7.13 Each wall which is built as a part of the original construction of the home upon the properties and placed on the dividing line between the lots shall constitute a party wall, and , to the extent not inconsistent with the provisions of this Article, the general rules of the law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 7.14 The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion of such use.

Section 7.15 Notwithstanding any other provision of this Article, an owner, who by his negligent or willful acts causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 7.16 The owner shall maintain and keep in repair, the following equipment and lines located outside the residences, air conditioner compressor, condenser, including pipes and electrical lines connecting same to the residence, sanitary sewer line connection the residence to the sanitary sewer collection system, electric power service conductors from the exterior of the building to the point of connection to the electric utility company's junction box or transformer, electric circuit breakers, any portion of telephone service lines located on the lot but not maintained by the telephone companies.

An owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act or allow any condition to exist which will adversely affect the other residences or their owners.

Section 7.17. No fence or other obstruction shall be placed upon the common area.

ARTICLE VIII.

TAXATION

Section 8.01 Each unit and each unit's applicable percentage of the common elements shall be assessed and taxed for all purposes as a separate and distinct parcel of real estate entirely independent of the building of which such Unit is a part, and independent of the townhouse project or common elements thereof, and each owner shall be solely responsible for the payment of all taxes, municipal claims, charges and assessments of any nature whatsoever assessed against such unit and each unit's applicable percentage of the common elements. Such payment shall be made prior to the due date of such taxes, municipal claims, charges and assessments.

ARTICLE IX.

DEFAULT

Section 9.01. Failure to comply with the Declaration, these by-laws, the Articles of Incorporation or by-laws or duly adopted rules and regulations of the Association, shall constitute and event of default and shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages and injunctive relief, or any combination thereof.

Section 9.02. In any proceedings arising because of an alleged default by any owner, the Association, if successful, shall be entitled to recover the costs of the proceeding, including without limitation, reasonable attorney's fees.

ARTICLE X.

EASEMENTS

Section 10.01. Utility easements. There is hereby created a blanket easement upon, across, over and under all of the said property for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to, water, sewers, telephones and electricity, and a master television cable system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles, and other necessary equipment on said property and to affix and maintain the electrical and /or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences.

Section 10.02. Water Service. No individual water supply system or water well shall be permitted on any unit. Any owner of any townhouse unit shall be responsible for repair and/or maintenance of any individual water service line from the point of his water meter to his townhouse unit. The City of Friendswood shall maintain the water line from the meter, through the easement dedicated to them for the water line and out through the common elements.

Section 10.03 Sanitary Sewer Service. No individual sewage disposal system shall be permitted on any lot. The Association shall be responsible for repairs and/or maintenance of any sanitary sewer line serving all unit from each building to the point of connection with any trunk sewage collection system owned or maintained by the City of Friendswood, Texas, or where the sewage line is on or under the common element of the townhouse project.

Section 10.04 If, pursuant to the provisions of 10.02 and 10.03, and the owner must disturb any of the common elements to make such repairs or maintenance, such disturbance shall be with the prior written approval of the Board of Directors and such disturbance, repairs or maintenance shall be done in such manner as the Board of Directors shall require. Any damage or destruction of the limited common elements or any injury arising out of such repairs and/or maintenance, shall be at the sole and absolute risk of such unit owner.

ARTICLE XI.

EXTERIOR MAINTENANCE

Section 11.01. In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon each unit which is subject to assessment hereunder as follows: Paint, repair, replace, (but not in the event of fire, or other casualty loss normally covered by insurance on the premises) and care for roofs, gutters, and down spouts, exterior building surfaces (including foundation), fences, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include: glass surfaces, enclosed patio areas, window or door fixtures and hardware, entryways, landscaping installed by owner inside patio, exterior light fixtures operated from a residence, air conditioning equipment, utility company meters, circuit breakers and switch boxes nor any work or thing specifically defined as owner's maintenance.

ARTICLE XII.

AMENDMENTS

Section 12.01 After the conversion date, the unit owners may amend this declaration, (if such an amendment does not constitute a material amendment as hereinafter provided:) upon a vote of 60% of the total membership held at any regular or special meeting either in person or by proxy called for this purpose.

Section 12.02. After the conversion date, amendments of a material nature must be agreed to by the unit owners representing at least 67% of the total allocated votes in the owner's association at a meeting therefor called for the purpose. In addition approval must be obtained from any holders of any first mortgages representing at least 51% of the votes of unit estates that are subject to such mortgages.

ARTICLE XIII.

GENERAL PROVISIONS

Section 13.01; Enforcement. The Association, or any owner, shall have the right to enforce, by proceeding at law or at equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so enforce said restrictions or covenants.

Section 13.02. Severability. Invalidation of any one or more of these covenants or restrictions by a judgment or court order shall in no event affect any other provision which shall remain in full force and effect.

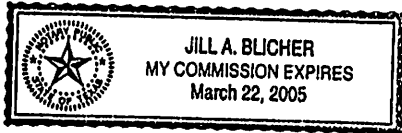
Section 13.03 These restrictions shall remain in full force and effect for the full time as allowed by the law but in no event, less than twenty (20) years from the date hereof. At the expiration of such period, the owners shall have the right, by declaration duly signed, by a vote or at least 67% thereof, to extend the force and effect of these restrictions for a further twenty (20) year period and for ten (10) year periods thereafter.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein , has hereunto set his hand
this 7 day of March, 2003.

LAR International, Inc

By [Signature]
Michael Rebescher, PRESIDENT

This instrument was acknowledged before me this 7 day of March, 2003 by J.
Michael Rebescher, President of LAR International, Inc.



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

Jill A. Blicher
(Print Name)

My commission expires: _____

AFTER RECORDING RETURN TO:

LAR International, INC,
2202 San Joaquin Pkwy
Friendswood, TX 77546

PAID

018-19-0980 Exhibit "A" Cedarwood Townhomes

A 1.4053 ACRE TRACT OUT OF THE SOUTHEAST 1/2 OF THE NORTHWEST 1/2 OF LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214 AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS:

COMMENCING AT THE WEST CORNER OF SAID LOT 13;

THENCE S 45° 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 165.00 FEET;

THENCE N 45° 00' 00" E 20.00 FEET TO A 1" IRON PIPE FOUND AT THE POINT OF BEGINNING OF THIS TRACT;

THENCE CONTINUING N 45° 00' 00" E 371.00 FEET TO AN IRON ROD WITH CAP FOUND FOR CORNER;

THENCE S 45° 00' 00" E, 165.00 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE S 45° 00' 00" W 371.00 FEET TO A 1/2" IRON ROD FOUND ON THE NORTHEAST LINE OF CEDARWOOD DRIVE;

THENCE N 45° 00' 00" W, ALONG THE NORTHEAST LINE OF CEDARWOOD DRIVE, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 61,215 SQUARE FEET OR 1.4053 ACRES OF LAND.



Briley & Mc
4/10/22

EXHIBIT "B"

The common area is all of the area inside of the plat boundary as described in exhibit "A" and outside the area of the buildings, units 701, 703, 705, 707, 709, 711, 713, 715, 717, 719, 721, 723, 725, 727, 729, and 731 as described by metes and bounds as follows (See attached Exhibit "C", a drawing which corresponds to these descriptions):

701 Cedarwood Drive

metes and bounds description

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS:

THENCE S45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 165.00 FEET;
THENCE N 45 00' 00" E, AT 20.00' PASS A 1" IRON PIPE, CONTINUE AN ADDITIONAL 60.00' TO A POINT;

THENCE S 45 00' 00" E A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS LOT;

THENCE S45 00' 00" E A DISTANCE OF 39.75' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 21.91' TO A POINT FOR A CORNER;

THENCE S45 00' 00" E A DISTANCE OF 12.29' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 19.67' TO A POINT FOR A CORNER;

THENCE N45 00' 00" W A DISTANCE OF 52.04' TO A POINT FOR A CORNER;

THENCE S45 00' 00" W A DISTANCE OF 41.58' TO THE POINT OF BEGINNING AND CONTAINING 1,894.55 SQUARE FEET.

703 Cedarwood Drive

metes and bounds description

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS:

THENCE S45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 165.00 FEET;

THENCE N 45 00' 00" E, AT 20.00' PASS A 1" IRON PIPE, CONTINUE AN ADDITIONAL 101.58' TO A POINT;

THENCE S 45 00' 00" E A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS LOT;

THENCE S45 00' 00" E A DISTANCE OF 52.04' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 19.66' TO A POINT FOR A CORNER;

THENCE N45 00' 00" W A DISTANCE OF 12.29' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 18.42' TO A POINT FOR A CORNER;

THENCE N45 00' 00" W A DISTANCE OF 39.75" TO A POINT FOR A CORNER;

THENCE S45 00' 00" W A DISTANCE OF 38.08' TO THE POINT OF BEGINNING AND CONTAINING 1,755.30 SQUARE FEET.

*705 Cedarwood Drive
meter and bounds description*

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS;

THENCE S45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 165.00 FEET;

THENCE N 45 00' 00" E, AT 20.00' PASS A 1" IRON PIPE, CONTINUE AN ADDITIONAL 139.66' TO A POINT;

THENCE S 45 00' 00" E A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS LOT;

THENCE S45 00'00"E A DISTANCE OF 39.75' TO A POINT FOR A CORNER;

THENCE N45 00'00"E A DISTANCE OF 17.58' TO A POINT FOR A CORNER;

THENCE S45 00'00"E A DISTANCE OF 12.29' TO A POINT FOR A CORNER;

THENCE N45 00'00"E A DISTANCE OF 15.17' TO A POINT FOR A CORNER;

THENCE N45 00'00" W A DISTANCE OF 52.04' TO A POINT FOR A CORNER;

THENCE S45 00'00" W A DISTANCE OF 32.75' TO THE POINT OF BEGINNING AND CONTAINING 1,488.25 SQUARE FEET.

*707 Cedarwood Drive
meter and bounds description*

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS;

THENCE S45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 165.00 FEET;

THENCE N 45 00' 00" E, AT 20.00' PASS A 1" IRON PIPE, CONTINUE AN ADDITIONAL 172.42' TO A POINT;

THENCE S 45 00'00"E A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS LOT;

THENCE S45 00'00"E A DISTANCE OF 52.04' TO A POINT FOR A CORNER;

THENCE N45 00'00"E A DISTANCE OF 19.66' TO A POINT FOR A CORNER;

THENCE N45 00'00" W A DISTANCE OF 12.29' TO A POINT FOR A CORNER;

THENCE N45 00'00" E A DISTANCE OF 18.42' TO A POINT FOR A CORNER;

THENCE N45 00'00" W A DISTANCE OF 39.75" TO A POINT FOR A CORNER;

THENCE S45 00'00" W A DISTANCE OF 38.08' TO THE POINT OF BEGINNING AND CONTAINING 1,755.30 SQUARE FEET.

018-19-0983

*709 Cedarwood Drive
meter and bounds description*

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS:

THENCE S45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 165.00 FEET;
THENCE N 45 00' 00" E, AT 20.00' PASS A 1" IRON PIPE, CONTINUE AN ADDITIONAL 210.50' TO A POINT;
THENCE S 45 00' 00" E A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS LOT;

THENCE S45 00' 00" E A DISTANCE OF 39.75' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 21.91' TO A POINT FOR A CORNER;

THENCE S45 00' 00" E A DISTANCE OF 12.29' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 19.67' TO A POINT FOR A CORNER;

THENCE N45 00' 00" W A DISTANCE OF 52.04' TO A POINT FOR A CORNER;

THENCE S45 00' 00" W A DISTANCE OF 41.58' TO THE POINT OF BEGINNING AND CONTAINING 1,894.55 SQUARE FEET.

*711 Cedarwood Drive
meter and bounds description*

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS:

THENCE S45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 165.00 FEET;
THENCE N 45 00' 00" E, AT 20.00' PASS A 1" IRON PIPE, CONTINUE AN ADDITIONAL 252.09' TO A POINT;
THENCE S 45 00' 00" E A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS LOT;

THENCE S45 00' 00" E A DISTANCE OF 52.04' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 19.66' TO A POINT FOR A CORNER;

THENCE N45 00' 00" W A DISTANCE OF 12.29' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 18.42' TO A POINT FOR A CORNER;

THENCE N45 00' 00" W A DISTANCE OF 39.75' TO A POINT FOR A CORNER;

THENCE S45 00' 00" W A DISTANCE OF 38.08' TO THE POINT OF BEGINNING AND CONTAINING 1,755.30 SQUARE FEET.

018-19-0984

*713 Cedarwood Drive
meter and boundary description*

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS:

THENCE S45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 165.00 FEET;
THENCE N 45 00' 00" E, AT 20.00' PASS A 1" IRON PIPE, CONTINUE AN ADDITIONAL 290.09' TO A POINT;
THENCE S 45 00' 00" E A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS LOT;

THENCE S45 00' 00" E A DISTANCE OF 39.75' TO A POINT FOR A CORNER;
THENCE N45 00' 00" E A DISTANCE OF 17.58' TO A POINT FOR A CORNER;
THENCE S45 00' 00" E A DISTANCE OF 12.29' TO A POINT FOR A CORNER;
THENCE N45 00' 00" E A DISTANCE OF 15.17' TO A POINT FOR A CORNER;
THENCE N45 00' 00" W A DISTANCE OF 52.04' TO A POINT FOR A CORNER;

THENCE S45 00' 00" W A DISTANCE OF 32.75' TO THE POINT OF BEGINNING AND CONTAINING 1,488.25 SQUARE FEET.

*715 Cedarwood Drive
meter and boundary description*

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS:

THENCE S45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 165.00 FEET;
THENCE N 45 00' 00" E, AT 20.00' PASS A 1" IRON PIPE, AN ADDITIONAL 322.92' TO A POINT;
THENCE S 45 00' 00" E A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS LOT;

THENCE S45 00' 00" E A DISTANCE OF 52.04" TO A POINT FOR A CORNER;
THENCE N45 00' 00" E A DISTANCE OF 19.67' TO A POINT FOR A CORNER;
THENCE N45 00' 00" W A DISTANCE OF 12.29" TO A POINT FOR A CORNER;
THENCE N45 00' 00" E A DISTANCE OF 18.42' TO A POINT FOR A CORNER;
THENCE N45 00' 00" W A DISTANCE OF 39.75' TO A POINT FOR A CORNER;

THENCE S45 00' 00" W A DISTANCE OF 38.08' TO THE POINT OF BEGINNING AND CONTAINING 1,755.30 SQUARE FEET.

*717 Cedarwood Drive
metes and bounds description*

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS;

THE N45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 330.00 FEET;
THE N 45 00' 00" E, AT 20.00' PASS A 1/2" IRON ROD, CONTINUE AN ADDITIONAL 319.42' TO A POINT;
THE N 45 00' 00" W A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS LOT;

THE N45 00' 00" W A DISTANCE OF 52.04' TO A POINT FOR A CORNER;
THE N45 00' 00" E A DISTANCE OF 19.67' TO A POINT FOR A CORNER;
THE N45 00' 00" E A DISTANCE OF 12.29' TO A POINT FOR A CORNER;
THE N45 00' 00" E A DISTANCE OF 21.91' TO A POINT FOR A CORNER;
THE N45 00' 00" E A DISTANCE OF 39.75' TO A POINT FOR A CORNER;

THE N45 00' 00" W A DISTANCE OF 38.08' TO THE POINT OF BEGINNING AND CONTAINING 1,894.55 SQUARE FEET.

*719 Cedarwood Drive
metes and bounds description*

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS;

THE N45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 330.00 FEET;
THE N 45 00' 00" E, AT 20.00' PASS A 1/2" IRON ROD, AN ADDITIONAL 281.34 TO A POINT;
THE N 45 00' 00" W A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS LOT;

THE N45 00' 00" W A DISTANCE OF 39.75' TO A POINT FOR A CORNER;
THE N45 00' 00" E A DISTANCE OF 18.42' TO A POINT FOR A CORNER;
THE N45 00' 00" W A DISTANCE OF 12.29' TO A POINT FOR A CORNER;
THE N45 00' 00" E A DISTANCE OF 19.66' TO A POINT FOR A CORNER;
THE N45 00' 00" E A DISTANCE OF 52.04' TO A POINT FOR A CORNER;

THE N45 00' 00" W A DISTANCE OF 38.08' TO THE POINT OF BEGINNING AND CONTAINING 1,755.30 SQUARE FEET.

018-19-0986

721 Cedarwood Drive
metes and bounds description

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS:

THENCE S45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 330.00 FEET;

THENCE N 45 00' 00" E, AT 20.00' PASS A 1/2" IRON ROD, CONTINUE AN ADDITIONAL 248.59' TO A POINT;

THENCE N 45 00' 00" W A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS LOT;

THENCE N45 00' 00" W A DISTANCE OF 52.04' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 15.17' TO A POINT FOR A CORNER;

THENCE S45 00' 00" E A DISTANCE OF 12.29' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 17.58' TO A POINT FOR A CORNER;

THENCE S45 00' 00" E A DISTANCE OF 39.75' TO A POINT FOR A CORNER;

THENCE S45 00' 00" W A DISTANCE OF 32.75' TO THE POINT OF BEGINNING AND CONTAINING 1,488.25 SQUARE FEET.

723 Cedarwood Drive
metes and bounds description

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS:

THENCE S45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 330.00 FEET;

THENCE N 45 00' 00" E, AT 20.00' PASS A 1/2" IRON ROD, AN ADDITIONAL 210.51' TO A POINT;

THENCE N 45 00' 00" W A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS LOT;

THENCE N45 00' 00" W A DISTANCE OF 39.75' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 18.42' TO A POINT FOR A CORNER;

THENCE N45 00' 00" W A DISTANCE OF 12.29' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 19.66' TO A POINT FOR A CORNER;

THENCE S45 00' 00" E A DISTANCE OF 52.04' TO A POINT FOR A CORNER;

THENCE S45 00' 00" W A DISTANCE OF 38.08' TO THE POINT OF BEGINNING AND CONTAINING 1,755.30 SQUARE FEET.

018-19-0987

*725 Cedarwood Drive
meter and bounds description*

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS:

THENCE S45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 330.00 FEET;
THENCE N 45 00' 00" E, AT 20.00' PASS A 1/2" IRON ROD, CONTINUE AN ADDITIONAL 168.93' TO A POINT;

LOT:
THENCE N 45 00' 00" W A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS

THENCE N45 00' 00" W A DISTANCE OF 52.04' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 19.67' TO A POINT FOR A CORNER;

THENCE S45 00' 00" E A DISTANCE OF 12.29' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 21.91' TO A POINT FOR A CORNER;

THENCE S45 00' 00" E A DISTANCE OF 39.75' TO A POINT FOR A CORNER;

THENCE S45 00' 00" W A DISTANCE OF 41.58' TO THE POINT OF BEGINNING AND CONTAINING 1,894.55 SQUARE FEET.

*727 Cedarwood Drive
meter and bounds description*

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS:

THENCE S45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 330.00 FEET;
THENCE N 45 00' 00" E, AT 20.00' PASS A 1/2" IRON ROD, AN ADDITIONAL 130.84' TO A POINT;

LOT:
THENCE N 45 00' 00" W A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS

THENCE N45 00' 00" W A DISTANCE OF 39.75' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 18.42' TO A POINT FOR A CORNER;

THENCE N45 00' 00" W A DISTANCE OF 12.29' TO A POINT FOR A CORNER;

THENCE N45 00' 00" E A DISTANCE OF 19.66' TO A POINT FOR A CORNER;

THENCE S45 00' 00" E A DISTANCE OF 52.04' TO A POINT FOR A CORNER;

THENCE S45 00' 00" W A DISTANCE OF 38.08' TO THE POINT OF BEGINNING AND CONTAINING 1,755.30 SQUARE FEET.

*729 Cedarwood Drive
metes and bounds description*

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS:

THENCE S45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 330.00 FEET;
THENCE N 45 00' 00" E, AT 20.00' PASS A 1/2" IRON ROD, CONTINUE AN ADDITIONAL 98.08' TO A POINT;

THENCE N 45 00' 00" W A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS LOT;

THENCE N45 00'00"W A DISTANCE OF 52.04' TO A POINT FOR A CORNER;

THENCE N45 00'00"E A DISTANCE OF 15.17' TO A POINT FOR A CORNER;

THENCE S45 00'00"E A DISTANCE OF 12.29' TO A POINT FOR A CORNER;

THENCE N45 00'00"E A DISTANCE OF 17.58' TO A POINT FOR A CORNER;

THENCE S45 00'00"E A DISTANCE OF 39.75' TO A POINT FOR A CORNER;

THENCE S45 00'00"W A DISTANCE OF 32.75' TO THE POINT OF BEGINNING AND CONTAINING 1,488.25 SQUARE FEET.

*731 Cedarwood Drive
metes and bounds description*

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 13, BLOCK 3, FRIENDSWOOD, GALVESTON COUNTY, TEXAS ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 214, AND IN VOLUME 243, PAGE 37 OF THE GALVESTON COUNTY CLERK'S RECORDS:

THENCE S45 00' 00" E, ALONG THE CENTERLINE OF CEDARWOOD DRIVE, A DISTANCE OF 330.00 FEET;

THENCE N 45 00' 00" E, AT 20.00' PASS A 1" IRON PIPE, AN ADDITIONAL 60.00' TO A POINT;

THENCE N 45 00' 00" W A DISTANCE OF 10.00' TO THE POINT OF BEGINNING OF THIS LOT;

THENCE N45 00'00"W A DISTANCE OF 39.75' TO A POINT FOR A CORNER;

THENCE N45 00'00"E A DISTANCE OF 18.42' TO A POINT FOR A CORNER;

THENCE N45 00'00"W A DISTANCE OF 12.29' TO A POINT FOR A CORNER;

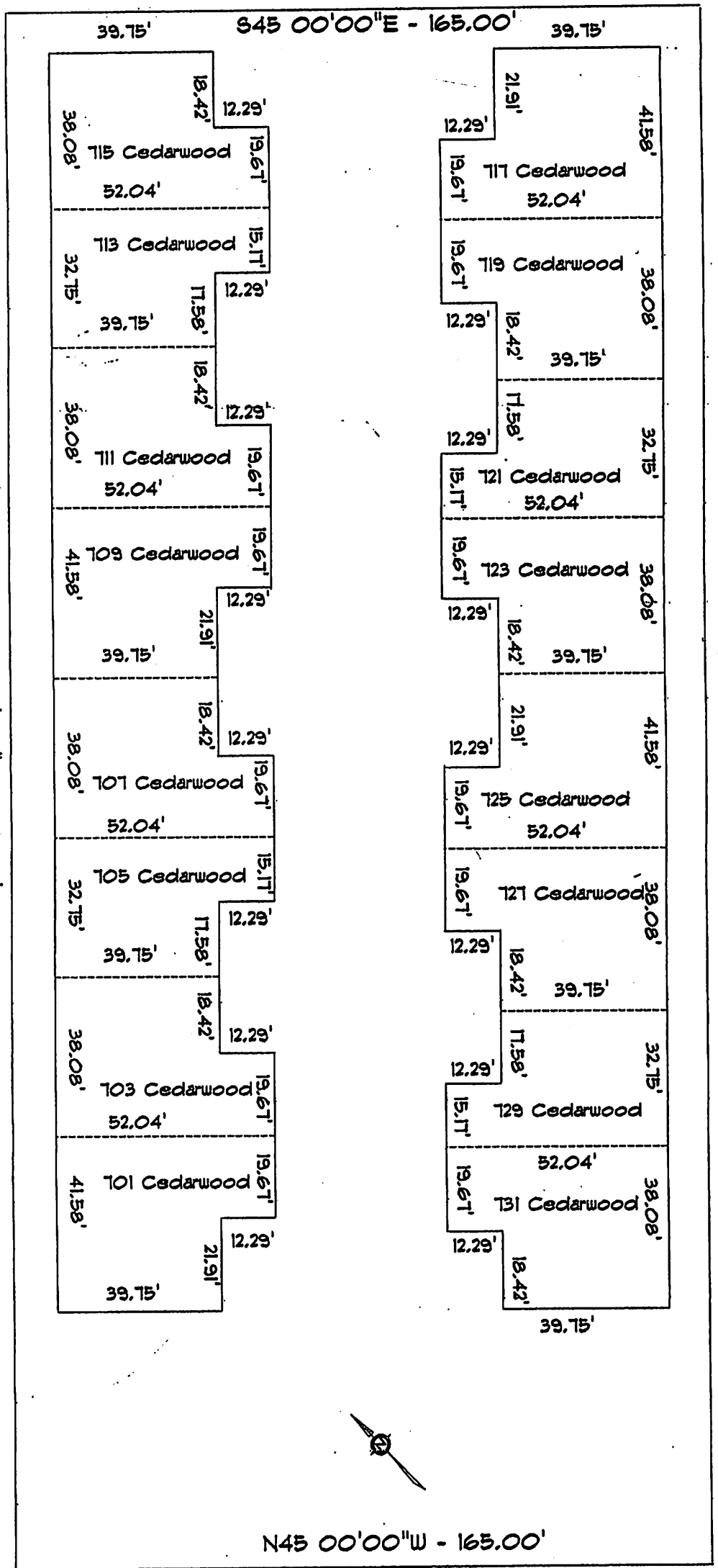
THENCE N45 00'00"E A DISTANCE OF 19.66' TO A POINT FOR A CORNER;

THENCE S45 00'00"E A DISTANCE OF 52.04' TO A POINT FOR A CORNER;

THENCE S45 00'00"W A DISTANCE OF 38.08' TO THE POINT OF BEGINNING AND CONTAINING 1,755.30 SQUARE FEET.

EXHIBIT C

COMMON AREA IS ALL LAND OUTSIDE THE DIMENSIONS OF THE TOWNHOUSE UNITS AS SHOWN AT RIGHT. ALL TOWNHOUSE UNITS ARE DESIGNATED BY ADDRESS.



40.0' R.O.W. CEDARWOOD DR.