

**PROPERTY OWNERS' ASSOCIATION
MANAGEMENT CERTIFICATE
ROYAL FOREST COLONY CLUB, INC.**

The undersigned certifies that Investment Management Company is the duly appointed and acting management company for Royal Forest Colony Club, Inc. (the "Association"). The Association is the property owners' association for Royal Forest Subdivision, Section One, a recorded subdivision in Montgomery County, Texas, and Permanent Home Section of Royal Forest (Section Two), Lakefront Section of Royal Forest, Royal Forest Estates, Mobile Home Section of Royal Forest, and Reserve "D" of Royal Forest, unrecorded subdivisions in Montgomery County, Texas. This Management Certificate is filed by the Association pursuant to Section 209.004 of the TEXAS PROPERTY CODE.

- Name of Subdivision:**
- Royal Forest, Section One
 - Permanent Home Section of Royal Forest (Section Two)
 - Lakefront Section of Royal Forest
 - Royal Forest Estates
 - Mobile Home Section of Royal Forest
 - Reserve "D" of Royal Forest
- Name of Association:**
- Royal Forest Colony Club, Inc.
- Recording Data for the Subdivision:**
- *Royal Forest Section One* – Clerk's File No. 271168 [Cabinet A, Sheet 38-A, Map Records], Official Records, Montgomery County, Texas
 - *Replat of Reserve "A" and Lot 1, Block 1, Section One* – Clerk's File No. 7718334 [Cabinet B, Sheet 61-B, Map Records], Official Records, Montgomery County, Texas
 - *Royal Forest Section Two (Permanent Home Section) – Unrecorded*
 - *Lakefront Section of Royal Forest – Unrecorded*
 - *Royal Forest Estates – Unrecorded*
 - *Mobile Home Section of Royal Forest – Unrecorded*
 - *Reserve "D" of Royal Forest – Unrecorded*
- Recording Data for the Restrictions:**
- *Original Restrictions (General Warranty Deed 1965) applicable to all sections of Royal Forest* – Clerk's File No. 182814; and *Additional Strip of Land to Deed* – Clerk's File No. 182817, Official Records, Montgomery County, Texas
 - *Amendment to Original Restrictions* – Clerk's File No. 7709191, Official Records, Montgomery County, Texas
 - *Section One* – Clerk's File No. 274310, Official Records, Montgomery County, Texas

- *Section One Amendments* – Clerk’s File No. 8727027 and 9109851, Official Records, Montgomery County, Texas
 - *Reserve “A” and Lot 1, Block 1, Section 1* – Clerk’s File No. 7733806, Official Records, Montgomery County, Texas
 - *Reserve “A” Amendments* – Clerk’s File Nos. 8735408 and 9109852, Official Records, Montgomery County, Texas
 - *Permanent Home Section (Section Two)* – Clerk’s File No. 765331, Official Records, Montgomery County, Texas
 - *Permanent Home Section (Section Two) Amendments* – Clerk’s File Nos. 7709187, 8727023 and 9109850, Official Records, Montgomery County, Texas
 - *Lakefront Section* – Clerk’s File No. 763763, Official Records, Montgomery County, Texas
 - *Lakefront Section Amendments* – Clerk’s File Nos. 7709188, 8727025 and 9109848, Official Records, Montgomery County, Texas
 - *Royal Forest Estates* – Clerk’s File No. 763764, Official Records, Montgomery County, Texas
 - *Royal Forest Estates Amendments* – Clerk’s File Nos. 7709190, 8727026 and 9109853, Official Records, Montgomery County, Texas
 - *Mobile Home Section* – Clerk’s File No. 763765, Official Records, Montgomery County, Texas
 - *Mobile Home Section Amendments* – Clerk’s File Nos. 7709189, 8727024 and 9109849, Official Records, Montgomery County, Texas
 - *Reserve “D”* – Clerk’s File No. 7804496, Official Records, Montgomery County, Texas
 - *Reserve “D” Amendments* – Clerk’s File Nos. 8735409 and 9109854, Official Records, Montgomery County, Texas
- Other Relevant Instruments**
- *Articles of Incorporation* – Clerk’s File No. 2015-016801, Official Records, Montgomery County, Texas
 - *Bylaws (Amended December 2015)* – Clerk’s File No. 2016-066669, Official Records, Montgomery County, Texas
 - *Deed Restriction Violation Procedure – Animals, Commercial* – Clerk’s File No. 2011109988, Official Records, Montgomery County, Texas
 - *Deed Restriction Violation Trash, Mow* – Clerk’s File No. 2011-109989, Official Records, Montgomery County, Texas

- ***Delinquent HOA Fees (09-19-2012)*** – Clerk’s File No. 2012-095212, Official Records, Montgomery County, Texas
- ***Emergency Action Plan*** – Clerk’s File No. 2013-123037, Official Records, Montgomery County, Texas
- ***Fee Schedule*** – Clerk’s File No. 2020-025279, Official Records, Montgomery County, Texas
- ***Form-Permission to Construct/Modify a House/Lot, Set a Mobile Home, Construct a Dock/Pier*** – Clerk’s File No. 2019-097974, Official Records, Montgomery County, Texas
- ***Form-Request to Remove Trees/Clear Lots*** – Clerk’s File No. 2019-097973, Official Records, Montgomery County, Texas
- ***Meeting Room Rules;***
- ***Model Home Policy;***
- ***Permission to Remove Trees/Clear Lots; and***
- ***Rent Lakeside Pavilion Form***
Clerk’s File No. 2008-087646, Official Records, Montgomery County, Texas
- ***Membership Card (procedures)*** – Clerk’s File No. 2011-109993, Official Records, Montgomery County, Texas
- ***Royal Forest Lake Rules*** – Clerk’s File No. 2012-095211, Official Records, Montgomery County, Texas
- ***Renters (rules and procedures)*** – Clerk’s File No. 2011-109997, Official Records, Montgomery County, Texas
- ***Records Production and Copying Procedure*** – Clerk’s File No. 2011-109994, Official Records, Montgomery County, Texas
- ***Records Retention Policy*** – Clerk’s File No. 2012-124843, Official Records, Montgomery County, Texas
- ***Recount of Election or Vote Procedure*** – Clerk’s File No. 2011-109996, Official Records, Montgomery County, Texas
- ***Time Payment Plan Procedure*** – Clerk’s File No. 2011-109998, Official Records, Montgomery County, Texas

Website:

- www.royalforestcc.org

Transfer Fee:

- **\$150.00/lot to Royal Forest Colony Club, Inc.**
- **\$175.00/lot to Investment Management Company**

Mailing Address for the Association:

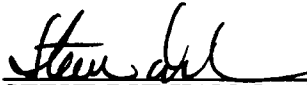
Royal Forest Colony Club, Inc.
c/o Investment Management Company
3500 W. Davis, Suite 190
Conroe, Texas 77304

**Name, Mailing Address,
Telephone Number, and
E-mail Address of Person
Managing the Association
or Designated Representative::**

Melissa Bessey
Investment Management Company
3500 W. Davis, Suite 190
Conroe, Texas 77304
Tel: 936-756-0032
Email: mbessey@imcmanagement.net

Signed this the 16th day of August, 2021.

INVESTMENT MANAGEMENT COMPANY



STEVE DURHAM, President

STATE OF TEXAS

§
§
§

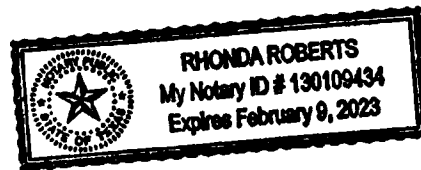
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 16th day of August, 2021, by STEVE DURHAM, as President of Investment Management Company, the Managing Agent for ROYAL FOREST COLONY CLUB, INC., a Texas nonprofit corporation, on behalf of said corporation.



Notary Public – State of Texas

AFTER RECORDING RETURN TO:
BRYAN P. FOWLER
The Fowler Law Firm
505 West Davis
Conroe, Texas 77301



E-FILED FOR RECORD

08/18/2021 12:37PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

08/18/2021



County Clerk
Montgomery County, Texas

13⁵⁰

DEEDS

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

763764

ROYAL FOREST ESTATES

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 Royal Forest Estates located in Montgomery County, Texas and more particularly described as follows (hereinafter referred to as the "Subdivision"):

BEING 104.8173 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 and saddle horses for domestic purposes. The number of horses that may be kept by the Owner of a Lot, the manner in which said horses are to be kept and the use of such horses on the Subject Property shall be subject to the rules and regulations of the Club, as from time to time amended.

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 9th day of February, 1976.

ROYAL FOREST CORPORATION

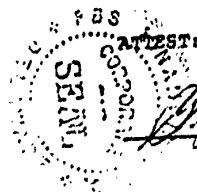


Kimie Allmon
Secretary

By [Signature]
President

EXECUTED by FBS Financial, Inc., this the 11th day of February, 1976.

FBS FINANCIAL, INC.



[Signature]
Secretary

By [Signature]
Vice President

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

RIVER OAKS BANK & TRUST COMPANY

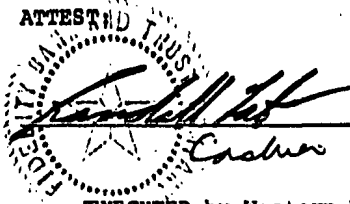


[Signature]
Cashier

By [Signature]
Vice President

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

FIDELITY BANK & TRUST COMPANY



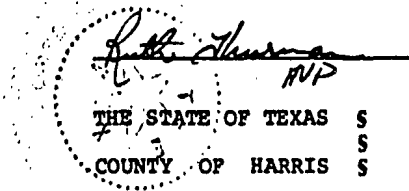
By Charles Lowe
Vice President

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

WESTERN NATIONAL BANK OF HOUSTON

ATTEST:

By Wm. Kirk 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.



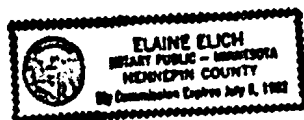
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of February, 1976.

Caroline M. Moore
Notary Public in and for
Harris County, T E X A S
My commission expires June 1, 1977.

THE STATE OF Minnesota §
§
COUNTY OF Bevegin §

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.



Elaine Elch
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 Wm. 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.

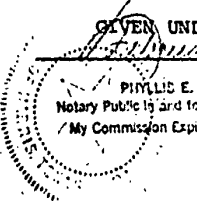


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of February, 1976.

[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.

PHYLLIS E. CHILDRESS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977

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

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

Rebecca R. Hamlin
Notary Public in and for
Harris County, T E X A S
My commission expires June 1, 1977.

EXHIBIT "A"

Estate Lots; Royal Forest, Sec. 1, (unrecorded section)

A tract or parcel of land containing 104.81733 acres, more or less, 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, Texas as recorded in the County Map Records, Volume 9, Page 76, said point being in the center line 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, 160.00 " ,
 N 50° 06' 06" W, 219.59, " ,
 N 11° 36' 04" W, 31.86' " ,
 N 51° 14' 27" E, 79.60 feet, to the most southerly corner of the herein described tract for the POINT OF BEGINNING,

THENCE continuing with the meanders of said Caney Creek;

N 51° 14' 28" E, 145.34 feet,
 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 00° 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 00° 57' 53" W, 359.15 " ,
 N 47° 21' 38" W, 607.95 " ,
 S 87° 34' 51" W, 255.16 " ,
 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, 113.66 " ,
 N 31° 15' 00" W, 79.81' " to a point of intersection with another branch of Caney Creek, for the Most NW corner of this tract,

THENCE with the meanders of said branch of Caney Creek;

N 43° 01' 55" E, 81.40 feet,
 S 46° 34' 24" E, 64.20 " ,
 N 63° 08' 15" E, 50.48 " ,
 N 5° 20' 02" E, 66.42 " ,

continued.....

Continued.....

S 73° 20' 09" E, 85.59 feet,
 N 2° 22' 12" E, 74.25 " ,
 N 76° 25' 43" E, 50.61 " ,
 N 14° 10' 46" E, 76.01 " ,
 N 81° 15' 47" E, 84.88 " ,
 N 88° 16' 43" E, 76.53 " ,
 N 37° 28' 10" W 143.68 " ,
 N 25° 47' 11" E, 100.40 " ,
 N 62° 52' 17" E, 56.92 " ,
 S 85° 27' 10" E, 148.82 " ,
 S 60° 57' 46" E, 35.18 " ,
 N 85° 33' 20" E, 97.14 " ,
 N 52° 39' 40" E, 102.39 " ,
 N 58° 36' 46" E, 106.73 " ,
 N 65° 04' 07" E, 82.00 feet, to the most northerly corner

of the herein described tract,

THENCE along the Easterly line of the herein described tract, S 10° 04' 19" E, 1917.33 feet to a point for corner,

THENCE N 65° 20' 29" E, 525.34 feet to a point for corner,

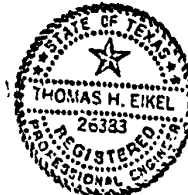
THENCE S 25° 43' 48" E, 1799.69 feet to a point for the most southeasterly corner of the herein described tract,

THENCE S 65° 56' 39" W along the southeasterly line of this tract, 1434.58 to the most southerly corner of this tract and to the POINT OF BEGINNING.

FILED FOR RECORD
 AT 11 O'CLOCK A.M.

FEB 17 1976

ROY HARRIS, Clerk
 County Court, Montgomery Co., Tex.
 By *Richard W. Bell* Deputy



Thomas H. Eikel

DEEDS

765331

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

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

BEING 275.08408 acres of land, more or less, out of the Jose De La Garza Survey, Abstract No. 15, Montgomery County, Texas, and more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes;

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I.

Definitions

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

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

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

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

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

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

ARTICLE II.

Restrictions

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

2. No residence shall be erected, placed or constructed upon any Lot, if said residence contains less than nine hundred (900) 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 or house trailer of any kind may be moved onto any part of the Subject Property without the prior written approval of Declarant or Declarant's assigns.

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

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

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

6. No outside toilets may be installed or maintained on any part of the Subject Property, and all plumbing shall be connected with a sanitary sewer or septic tank approved by the state and local departments of health. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two coats of paint or Declarant or its assigns shall have specifically approved and noted that the building material employed need not be painted.

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

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

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

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

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

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 9th
day of February, 1976.

ROYAL FOREST CORPORATION

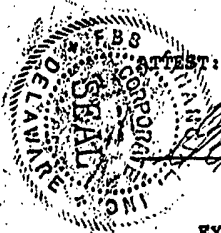


David M. [Signature]
Secretary

By [Signature]
PRESIDENT

EXECUTED by FBS Financial, Inc., this the 11th
day of February, 1976.

FBS FINANCIAL, INC.

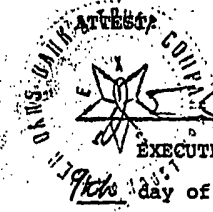


[Signature]
Secretary

By James W. [Signature]
Vice President

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

RIVER OAKS BANK & TRUST COMPANY



[Signature]
Cashier

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

FIDELITY BANK & TRUST COMPANY



[Signature]
Cashier

By [Signature]
Vice President

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

WESTERN NATIONAL BANK OF HOUSTON

ATTEST:

By Wm. Kirby Ansel
Vice President

Ruth Thurman
Notary Public
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.

Notary Seal: Notary Public, Harris County, Texas

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

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

THE STATE OF Minnesota §
COUNTY OF Hennepin §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James W. Dwyer, known to me to be the person whose name is 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.

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

ELAINE ELICH
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires July 8, 1982

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

VOL 924 PAGE 618

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

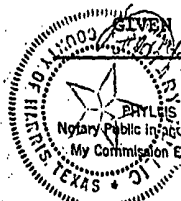


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of February, 1976.

Linda Peak
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 Paul, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of FIDELITY BANK & TRUST COMPANY, and being first duly sworn acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.



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

Phyllis E. Childress
Notary Public in and for
Harris County, T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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



Rebecca P. Hawn
Notary Public in and for
Harris County, T E X A S
My commission expires June 1, 1977.

FEBRUARY 9, 1976

ROYAL FOREST

A TRACT OR PARCEL OF LAND CONTAINING 275.08408 ACRES, MORE OR LESS, IN THE JOSE M. DE LA GARZA SURVEY, ABSTRACT 15, MONTGOMERY COUNTY, TEXAS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; TO WIT:

COMMENCING at the most westerly corner of Royal Forest, Section I, a subdivision of Montgomery County, Texas, as recorded in the county map records Volume 9. Page 76.

FOR THE POINT OF BEGINNING for the herein described tract: Said point being on the northerly right-of-way line of 'a' county road;

THENCE, along said county road right-of-way N 72° 12' 19" West 464.58 feet to a point for corner;

THENCE N 25° 4' 58" West 235.98 feet to a point for corner;

THENCE N 64° 34' 44" East 1,829.31 feet to a point for corner;

THENCE N 25° 53' 21" West 748.50 feet to a corner;

THENCE S 63° 18' 18" West 671.64 feet;

THENCE N 25° 21' 51" West 895.9 feet;

THENCE N 64° 00' 00" East 174.80 feet;

THENCE N 64° 47' 00" East 510.00 feet to a point on the center line of Royal Green Drive;

THENCE along said center line of Royal Green Drive, N 25° 13' 00" West 2,469.6 feet to a point on the most westerly line of a herein described tract. Said point bears North 65° 2' 30" East 530.21 feet of the most northwesterly corner of a certain 222.3392 acre tract as recorded in the county deed records under county clerk's file number 308109;

THENCE N 65° 02' 30" East 678.68 feet to a point for corner in the center line of Royal Shore Drive;

THENCE along the following courses and distances on the center line of Royal Shore Drive, South 1° 38' 53" West 684.98 feet;

THENCE along a curve to the left, having a radius of 231.72 feet through a central angle of 77° 41' 02", for a distance of 314.18 feet;

THENCE S 76° 02' 9" East 172.56 feet;

THENCE S 76° 41' 19" East 165.05 feet;

THENCE along a curve to the right having a radius of 297.88 feet, going through a central angle of 10° 08' 00" for a total distance of 52.68 feet;

THENCE S 66° 33' 19" East 136.81 feet to a curve to the right;

THENCE along said curve to the right, having a radius of 944.54 feet through a central angle of 12° 8' 29" for a total distance of 200.15 feet to the point of a reverse curve to the left, having a radius of 60 feet through a central angle of 30° 54' 39" for a total distance of 32.37 feet;

ROYAL FOREST
275.08408 Acres

-2-

FEBRUARY 9, 1976

THENCE S 85° 19' 29" East 207.78 feet to the beginning of a curve to the left having a radius of 128.93 feet going through a central angle of 55° 19' 42" for a distance of 124.50 feet to a point-of-reverse curve;

THENCE along curve to the right having a radius of 153.59 feet through a central angle of 55° 51' 16" for a distance of 149.73 feet;

THENCE S 84° 47' 55" East 500.00 feet to a point of curve to the left having a radius of 127.4 feet through a central angle of 50° 38' 50" for a total distance of 112.62 feet;

THENCE N 44° 33' 15" East 145.16 feet;

THENCE diagonally across Royal Lake Drive South 72° 32' 11" East 136.99 feet to a p.c. of a curve to the left being in the front of Lot 395-C and also being on the most easterly right-of-way line of Royal Lake Drive;

THENCE along said curve to the left having a radius of 197.51 feet through a central angle of 34° 31' 00" for a distance of 118.99 feet;

THENCE S 29° 15' 25" East 204.95 feet to the p.c. of a curve to the left having a radius of 25 feet;

THENCE along said curve to the left through a central angle of 90° 00' 00" for a distance of 39.27 feet to the p.t. of said curve being on the most northerly right-of-way line of Royal York Road;

THENCE with said right-of-way of Royal York Road N 60° 44' 35" East 664.25 feet to the most southeasterly corner of Lot 481 being at the intersection of the most northerly right-of-way line of Royal York Road and the most westerly right-of-way line of Royal Creek Road;

THENCE diagonally across Royal Creek Road N 55° 54' 06" East 61.93 feet to a point. Said point being the most southerly corner of Lot 480-A;

THENCE along the southeasterly line of Lot 480-A N 40° 41' 50" East 201.75 feet to the most easterly corner of Lot 480-A; said corner also being in the center line of Caney Creek;

THENCE with the meanders of said Caney Creek:

N 87° 34' 51" E, 239.34 feet,
S 47° 21' 38" E, 607.95 feet,
S 0° 57' 53" E, 359.15 feet,
S 57° 31' 59" W, 218.51 feet,
S 9° 39' 24" E, 46.10 feet,
S 76° 26' 56" E, 150.09 feet,
S 0° 22' 18" E, 176.12 feet,
S 66° 01' 07" E, 95.19 feet,
S 54° 31' 27" E, 208.88 feet,
N 76° 13' 32" E, 163.00 feet,
S 32° 34' 34" E, 304.57 feet,
S 31° 40' 23" W, 135.88 feet,
S 51° 14' 28" W, 225.00 feet,
S 11° 36' 04" E, 31.86 feet,
S 50° 06' 06" E, 219.59 feet,
S 40° 56' 32" W, 150.00 feet,
S 30° 01' 42" E, 247.77 feet,

ROYAL FOREST
275.08408 Acres

-3-

FEBRUARY 9, 1976

TO the most southeasterly corner of this tract and being also the most northeasterly corner of Royal Forest Section I, as recorded in Volume 9, page 76, Montgomery County Map Records;

THENCE along the north line of Royal Forest S 64° 47' 00" W, 664.47 feet;

THENCE on a radial line of a curve N 85° 04' 24" W, 30.00 feet to the center line of Royal Springs Road;

THENCE on a curve to the right having a radius of 359.76 feet through a central angle of 35° 30' 54" for a distance of 223 feet along the center line of said Royal Springs Road;

THENCE S 40° 26' 30" W, 30.03 feet to the p.c. of a curve to the right having a radius of 400.00 feet;

THENCE along said curve to the right through a central angle of 24° 20' 30" a distance of 169.94 feet to a point in the center line of Royal Forest Drive;

THENCE along the center line of Royal Forest Drive S 64° 47' 00" W, 60.0 feet;

THENCE N 25° 13' 00" W, 30.0 feet to the intersection of the most northerly right-of-way line of Royal Forest Drive and the most westerly right-of-way line of Royal Lake Road;

THENCE along said right-of-way line of Royal Lake Road N 21° 25' 45" W, 150.33 feet;

THENCE along the northerly line of Royal Forest Section I, S 64° 47' 00" W, 2004.53 feet;

THENCE S 25° 13' 00" E, 150.00 feet to a point on the most northerly right-of-way line of Royal Forest Drive and continuing along said line S 64° 47' 00" W, 297.78 feet to the p.c. of a curve to the right having a radius of 946.46 feet;

THENCE along said curve to the right through a central angle of 16° 42' 55" a distance of 276.12 feet;

THENCE N 25° 13' 00" W, 225 feet;

THENCE continuing along the most northerly line of Royal Forest Section I, S 72° 00' 00" W, 423.35 feet;

THENCE S 64° 47' 00" W, 270 feet;

THENCE S 53° 28' 10" W, 107.04 feet;

THENCE S 26° 59' 42" W, 295.97 feet to the point of beginning

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

MAR 4 1976

ROY HARRIS, Clerk
County Court, Montgomery Co., Tx.
By *Bohler* Deputy



Thomas H. Eikel

10-28
7-50

7709187

VOL 983 PAGE 453

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

DEEDS

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

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Volume 924, Page 608 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 PERMANENT HOME SECTION OF ROYAL FOREST, a certain 270.67561 acre tract of land out of the Jose De La Garza Survey, Abstract No. 15, Montgomery County, Texas, and more particularly described by metes and bounds as follows (hereinafter referred to as the "Subject Property"):

A tract or parcel of land containing 270.67561 acres, more or less, in the Jose M. De La Garza Survey, Abstract No. 15, Montgomery County, Texas, more particularly described by metes and bounds as follows, to-wit:

Commencing at the most northerly corner of Reserve "B", being also the northwest corner of Lot 125-C ROYAL FOREST SECTION ONE, a subdivision of Montgomery County, Texas, as recorded in the County Map Records, Volume 9, Page 76;

Thence North 61°13'41" West, 460.65 feet;

Thence North 64°34'44" East, 1527.10 feet to a point for corner;

Thence North 25°53'21" West, 748.50 feet to a corner;

Thence South 63°18'18" West, 671.64 feet;

Thence North 25°21'51" West, 895.9 feet;

Thence North 64°00'00" East, 174.80 feet;

Thence North 64°47'00" East, 510.00 feet to a point on the center line of Royal Green Drive;

Thence along said center line of Royal Green Drive, North 25°13'00" West, 2,469.6 feet to a point on the most westerly line of a herein described tract; said point bears North 65°02'30" East, 530.21 feet of the most northwesterly corner of a certain 222.3392 acre tract as recorded in the County Deed Records under County Clerk's File No. 308109;

Thence North $65^{\circ}02'30''$ East 678.68 feet to a point for corner in the center line of Royal Shore Drive;

Thence along the following courses and distances on the center line of Royal Shore Drive, South $01^{\circ}38'53''$ West 684.98 feet;

Thence along a curve to the left, having a radius of 231.72 feet through a central angle of $77^{\circ}41'02''$, for a distance of 314.18 feet;

Thence South $76^{\circ}02'09''$ East, 172.56 feet;

Thence South $76^{\circ}41'19''$ East, 165.05 feet;

Thence along a curve to the right having a radius of 297.88 feet, going through a central angle of $10^{\circ}08'00''$ for a total distance of 52.68 feet;

Thence South $66^{\circ}33'19''$ East, 136.81 feet to a curve to the right;

Thence along said curve to the right, having a radius of 944.54 feet through a central angle of $12^{\circ}08'29''$ for a total distance of 200.15 feet to the point of a reverse curve to the left, having a radius of 60 feet through a central angle of $30^{\circ}54'39''$ for a total distance of 32.37 feet;

Thence South $85^{\circ}19'29''$ East, 207.78 feet to the beginning of a curve to the left having a radius of 128.93 feet going through a central angle of $55^{\circ}19'42''$ for a distance of 124.50 feet to a point of reverse curve;

Thence along curve to the right having a radius of 153.59 feet through a central angle of $55^{\circ}51'16''$ for a distance of 149.73 feet;

Thence South $84^{\circ}47'55''$ East, 500.00 feet to a point of curve to the left having a radius of 127.4 feet through a central angle of $50^{\circ}38'50''$ for a total distance of 112.62 feet;

Thence North $44^{\circ}33'15''$ East, 145.16 feet;

Thence diagonally across Royal Lake Drive South $72^{\circ}32'11''$ East, 136.99 feet to a p.c. of a curve to the left being in the front of Lot 395-C and also being on the most easterly right-of-way line of Royal Lake Drive;

Thence along said curve to the left having a radius of 197.51 feet through a central angle of $34^{\circ}31'00''$ for a distance of 118.99 feet;

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

Thence along said curve to the left 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 most northerly right-of-way line of Royal York Road;

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

Thence diagonally across Royal Creek Road North 55°54'06" East, 61.93 feet to a point; said point being the most southerly corner of Lot 480-A;

Thence along the southeasterly line of Lot 480-A North 40°41'50" East, 201.75 feet to the most easterly corner of Lot 480-A; said corner also being in the center line of Caney Creek;

Thence with the meanders of said Caney Creek: North 87°34'51" East, 239.34 feet; South 47°21'38" East, 607.95 feet; South 00°57'53" East, 359.15 feet; South 57°31'59" West, 218.51 feet; South 09°39'24" East, 46.10 feet; South 76°26'56" East, 150.09 feet; South 00°22'18" East, 176.12 feet; South 66°01'07" East, 95.19 feet; South 54°31'27" East, 208.88 feet; North 76°13'32" East, 163.00 feet; South 32°34'34" East, 304.57 feet; South 31°40'23" West, 135.88 feet; South 51°14'28" West, 225.00 feet; South 11°36'04" East, 31.86 feet; South 50°06'06" East, 219.59 feet; South 40°56'32" West, 160.00 feet; South 30°01'42" East, 247.77 feet to the most southeasterly corner of this tract and being also the most northeasterly corner of Royal Forest Section One, as recorded in Volume 9, Page 76, Montgomery County Map Records;

Thence along the north line of Royal Forest South 64°47'00" West, 664.47 feet;

Thence on a radial line of a curve North 85°04'24" West, 30.00 feet to the center line of Royal Springs Road;

Thence on a curve to the right having a radius of 359.76 feet through a central angle of 35°30'54" for a distance of 223 feet along the center line of said Royal Springs Road;

Thence South 40°26'30" West, 30.03 feet to the p.c. of a curve to the right having a radius of 400.00 feet;

Thence along said curve to the right, having a radius of 400 feet, through a central angle of 24°20'30" a distance of 169.94 feet to a point in the center line of Royal Forest Drive;

Thence along the center line of Royal Forest Drive South 64°47'00" West, 60.00 feet;

Thence North 25°13'00" West, 30.0 feet to the intersection of the most northerly right-of-way line of Royal Forest Drive and the most westerly right-of-way line of Royal Lake Road;

Thence along said right-of-way line of Royal Lake Road North 21°25'45" West, 150.33 feet;

Thence along the northerly line of Royal Forest Section One, South 64°47'00" West, 2004.53 feet;

Thence South 25°13'00" East, 150.00 feet to a point on the most northerly right-of-way line of Royal Forest Drive and continuing along said line South 64°47'00" West, 297.78 feet to the p.c. of a curve to the right having a radius of 946.46 feet;

Thence along said curve to the right through a central angle of 16°42'55", a distance of 276.12 feet;

Thence North 25°13'00" West, 225.0 feet;

Thence continuing along the most northerly line of Royal Forest Section One, South 72°00'00" West, 423.35 feet;

Thence South 64°47'00" West, 270.0 feet;

Thence South 53°28'10" West, 107.04 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 Permanent Home Section of Royal Forest presently on file in Volume 924, Page 608 of the Deed Records of Montgomery County, Texas, shall remain unchanged and in full force and effect.

EXECUTED by Royal Forest Corporation this the 5th day of January, 1978.

ROYAL FOREST CORPORATION

ATTEST:

Harold M. [Signature]
Secretary

By [Signature]
President

EXECUTED by FBS Financial, Inc., this the 8th day of

March, 1976.

FBS FINANCIAL, INC.



ATTEST:

[Signature]
Secretary

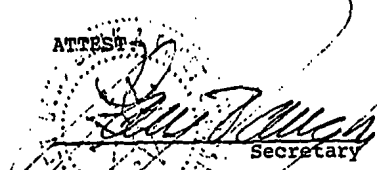
By [Signature]
Vice President

EXECUTED by River Oaks Bank & Trust Company this the 10th

day of JAN, 1978.

RIVER OAKS BANK & TRUST COMPANY

ATTEST:



[Signature]
Secretary

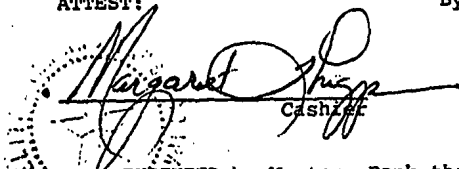
By [Signature]
Vice President

EXECUTED by Fidelity Bank & Trust Company this the 11th

day of January, 1977

FIDELITY BANK & TRUST COMPANY

ATTEST:



[Signature]
Cashier

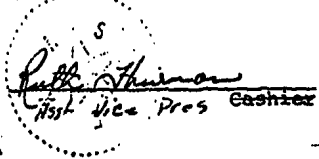
By [Signature]
Vice President

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

1979.

WESTERN BANK

ATTEST:



[Signature]
First Vice Pres Cashier

By [Signature]
Vice President

THE STATE OF TEXAS X
COUNTY OF HARRIS X

VOL 983 PAGE 458

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



Carolyn H. Messler
Notary Public in and for
Harris County, Texas
CAROLYN H. MESSLER
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977

THE STATE OF MINNESOTA 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.

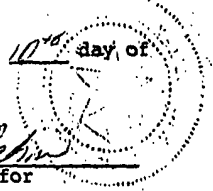
Elaine Elich
Notary Public in and for
Hennepin County, Minnesota
ELAINE ELICH
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires July 8, 1982

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 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 10th day of January, 1976.

Reginae [unclear]
Notary Public in and for
Harris County, Texas

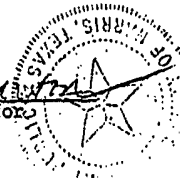


THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Shirley Lee, 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 4 day of January, 1976.

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



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 Kimby Hassel, 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 10th day of January, 1976.77



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 Richard A. Hest Deputy

7709191

VOL 983 PAGE 479

650

DEEDS

AMENDMENT TO RESTRICTIONS
CONTAINED IN GENERAL WARRANTY DEED

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

WHEREAS, by General Warranty Deed dated September 8, 1965, recorded in Volume 603, Page 476 of the Deed Records of Montgomery County, Texas, THE MORAN CORPORATION ("Moran"), a private corporation duly organized under the laws of the State of Delaware, and EMMA F. FERGUSON (now known as EMMA F. WISE) ("Wise"), as Grantors, conveyed to ROYAL FOREST CORPORATION, a Texas corporation ("Royal Forest"), as Grantee, that certain 657.702 acre tract of land (the "Subject Property") located in Montgomery County, Texas; and

WHEREAS, within such General Warranty Deed, Moran and Wise together created certain restrictive covenants and conditions applicable to the Subject Property; and

WHEREAS, 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 BANK, a Texas banking corporation, (hereinafter collectively referred to as "Lenders") are the present owners and holders of certain Promissory Notes secured by liens against the Subject Property; and

WHEREAS, in order to continue the development of the Subject Property as a highly restricted and modern subdivision of the highest quality, it is deemed to be in the best interests of Moran, Wise, Royal Forest, Lenders and other persons who may purchase property within the Subject Property to amend such restrictions covering the Subject Property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereby amend said restrictions as contained in such General Warranty Deed, which restrictions as amended shall be covenants running with the land, as follows:

No internal combustion engines may be used upon Royal Forest Lake (formerly known as "Ferguson Lake"), a portion of such lake being located within the Subject Property, and being the same as described in the County of Texas, as more particularly described in Exhibit A attached hereto and incorporated herein for all purposes reference to which is here made

Except as expressly modified and amended by this instrument, the original General Warranty Deed presently on file in Volume 603, Page 476 of the Deed Records of Montgomery County, Texas, and the restrictive covenants therein contained shall remain unchanged and in full force and effect.

ROYAL FOREST COLONY CLUB, INC., a Texas non-profit corporation, has joined in the execution of this instrument to evidence its acceptance and approval of the hereincontained amendment.

EXECUTED by The Moran Corporation this the 19th day of January, 1979.

THE MORAN CORPORATION

By [Signature]
Name: W. T. Moran
Title: President

ATTEST:
[Signature]
Secretary

EXECUTED by Emma F. Wise this the 21st day of January, 1979.

Emma F. Wise
EMMA F. WISE

EXECUTED by Royal Forest Corporation this the 5th day of January, 1979.

ROYAL FOREST CORPORATION

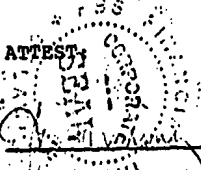
ATTEST:
[Signature]
Secretary

By [Signature]
President

EXECUTED By FBS Financial, Inc., this the 8th day of

March, 1976.

FBS FINANCIAL, INC.



ATTEST:

Secretary

By

[Signature]

Vice President

EXECUTED by River Oaks Bank & Trust Company this the 10th

day of JAN., 1977.

RIVER OAKS BANK & TRUST COMPANY

ATTEST:



Secretary

By

[Signature]

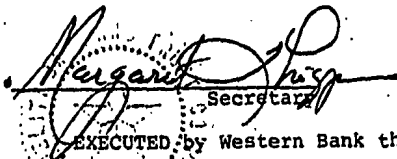
Vice President

EXECUTED by Fidelity Bank & Trust Company this the 11th

day of January, 1977.

FIDELITY BANK & TRUST COMPANY

ATTEST:



Secretary

By

[Signature]

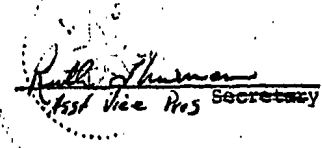
Vice President

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

1977.

WESTERN BANK

ATTEST:



Secretary

By

Wm. Kirby Daniel

VICE

President

EXECUTED by Royal Forest Colony Club, Inc., this the 10th day of December, 1976.

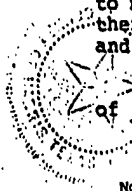
ROYAL FOREST COLONY CLUB, INC.

ATTEST: [Signature]
[Signature]
Secretary

By [Signature]
President

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared W.T. Moran, President of The Moran Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of January, 1978.

MAE G. SHAPLEY
Notary Public in and for Harris County, Texas
My commission expires 11/19/77

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

THE STATE OF TEXAS |
County of _____ |

BEFORE ME, the undersigned authority, on this day personally appeared Emma F. Wise, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

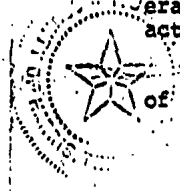


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of January, 1979.

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

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 Judd, 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 8th day of January, 1976.

Carolyn H. Messner
Notary Public in and for
Harris County, Texas
CAROLYN H. MESSNER
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977

THE STATE OF MINNESOTA 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, 1976: 77.

Elaine Elich
Notary Public in and for
Hennepin County, Minnesota

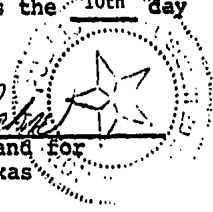


THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert L. Shaw, known to me to be the person whose name is subscribed to the foregoing instrument, as Asst. 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 10th day of January, 1976. 1977

Carolyn H. Messner
Notary Public in and for
Harris County, Texas

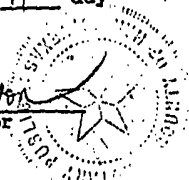


THE STATE OF TEXAS X
X
COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sh. Gray Gray, 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, 1976.

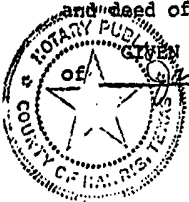
Sharon J. Tucker
Notary Public in and for
Harris County, Texas



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 Wm. Kirby Angel, 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 10th day of January, 1979.



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

SHARON J. TUCKER
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 W.D. Todd, known to me to be the person whose name is subscribed to the foregoing instrument, as President of ROYAL FOREST COLONY CLUB, 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 21st day of February, 1977.

FILED FOR RECORD
AT 3 O'CLOCK P.M.
MAR 25 1977

Nancy Sulkowski
Notary Public in and for
Harris County, Texas

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

NANCY SULKOWSKI
Notary Public in and for Harris County, Texas
-6- My Commission Expires December 6, 1978

8727023

469-01-1572

3

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
ROYAL FOREST SUBDIVISION
PERMANENT HOME SECTION

REAL PROPERTY RECORDS

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

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Volume 924, Page 613 of the Deed Records of Montgomery County, Article II, No. 13 restriction, 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 the Declarant, for maintenance of the recreation and common area and operation 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.

WHEREAS, a special meeting of the Club was held in Willis, Texas on March 2, 1985 to vote on a proposition to increase the maintenance assessment from \$2.00 to \$3.00 per lot per month.

NOW, therefore, know all men by these presents that by majority vote, the maintenance assessment is hereby amended to read \$3.00 per lot per month retroactive to the First day of January 1985, to be paid to the Club in Willis, Texas on the First day of May of each year.

Except as expressly modified and amended by this instrument, restriction No. 13 shall remain unchanged and in full force and effect.

Executed by the Royal Forest Colony Club, Inc. this the
24th day of June 1987.

NAME James R. Human
TITLE President

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared James R. Human, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same is true and correct.



SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th day of June

James R. Human
Notary Public in and for the State of Texas

FILED FOR RECORDS

I hereby certify that this instrument was filed in the Public Records on the date and at the time stamped herein by me and was duly RECORDED in the Public Records of Real Property of Montgomery County Texas

ROYAL FOREST Colony Club, Inc
P.O. Box 291
Willis, TEXAS 77378

1987 JUN 24 AM 10:32
Roy Harris
COUNTY CLERK

JUN 24 1987



8727024

469-01-1573

REAL PROPERTY RECORDS

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
ROYAL FOREST DUBDIVISION
MOBILE HOME SECTION

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 470 of the Deed Records of Montgomery County, Article II, No. 13 restriction, 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 the Declarant, for maintenance of the recreation and common area and operation 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.

WHEREAS, a special meeting of the Club was held in Willis, Texas on March 2, 1985 to vote on a proposition to increase the maintenance assessment from \$2.00 to \$3.00 per lot per month.

NOW, therefore, know all men by these presents that by majority vote, the maintenance assessment is hereby amended to read \$3.00 per lot per month retroactive to the First day of January 1985, to be paid to the Club in Willis, Texas on the First day of May of each year.

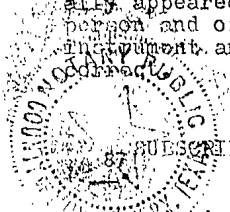
Except as expressly modified and amended by this instrument, restriction No. 13 shall remain unchanged and in full force and effect.

Executed by the Royal Forest Colony Club, Inc. this the
24th day of June 1987

NAME James R. Human
TITLE President

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared James R. Human, President, known to me to be the person and officer who name is subscribed to the foregoing instrument and acknowledged to me that the same is true and correct.



SUBSCRIBED AND SWORN TO BEFORE ME this 24 th day of June
My Commission Expires: 1-31-89
Notary Public in and for the State of Texas

Royal Forest Colony Club, Inc
P.O. Box 291
Willis, Texas 77378

469-01-1574

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed
in the Number Sequence on the date and at the
time stamped herein by me, and was duly RECORDED
in the official Public Records of Real Property of
Montgomery County, Texas.

JUN 24 1987



Roy Harris

COUNTY CLERK
MONTGOMERY COUNTY TEXAS

FILED FOR RECORD

1987 JUN 24 AM 10:32

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY TEXAS

8727024

4022 JUN 24 1987

REC 5.00

REAL PROPERTY RECORDS

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
ROYAL FOREST SUBDIVISION
LAKE FRONT SECTION

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 444 of the Deed Records of Montgomery County, Article II, No. 13 restriction, 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 the Declarant, for maintenance of the recreation and common area and operation 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.

WHEREAS, a special meeting of the Club was held in Willis, Texas on March 2, 1985 to vote on a proposition to increase the maintenance assessment from \$2.00 to \$3.00 per lot per month.

NOW, therefore, know all men by these presents that by majority vote, the maintenance assessment is hereby amended to read \$3.00 per lot per month retroactive to the First day of January 1985, to be paid to the Club in Willis, Texas on the First day of May of each year.

Except as expressly modified and amended by this instrument, restriction No. 13 shall remain unchanged and in full force and effect.

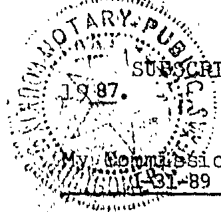
Executed by the Royal Forest Colony Club, Inc. this
24th day of June 1987.

NAME James R. Human
TITLE President

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared James R. Human, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this 24th day of June



My Commission Expires: 01-89

Judy Phillips
Notary Public in and for the State of Texas

Royal Forest Colony Club, Inc
P.O. Box 291
Willis, Texas 77378

469-01-1576

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed
in File Number Sequence on the date and at the
time stamped herein by me, and was duly RECORDED
in the official Public Records of Real Property of
Montgomery County, Texas.

JUN 24 1987



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY TEXAS

FILED FOR RECORD

1987 JUN 24 AM 10:32

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY TEXAS

8727025

492210N.24787A

REC 5.00

8727026

469-01-1577

REAL PROPERTY RECORDS

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
ROYAL FOREST SUBDIVISION
ROYAL FOREST ESTATES

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 457 of the Deed Records of Montgomery County, Article II, No. 13 restriction, 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 the Declarant, for maintenance of the recreation and common area and operation costs according to the rules and regulations of the Club. This assessment shall be payable to the Club of its nominee in Houston, Texas on the First day of May of each year.

WHEREAS, a special meeting of the Club was held in Willis, Texas on March 2, 1985 to vote on a proposition to increase the maintenance assessment from \$2.00 to \$3.00 per lot per month.

NOW, therefore, know all men by these presents that by majority vote, the maintenance assessment is hereby amended to read \$3.00 per lot per month retroactive to the First day of January 1985, to be paid to the Club in Willis, Texas on the First day of May of each year.

Except as expressly modified and amended by this instrument, restriction No. 13 shall remain unchanged and in full force and effect.

Executed by the Royal Forest Colony Club, Inc. this the
24th day of June 1987.

NAME James R. Human
TITLE President

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared James R. Human, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same is true and correct.

19 87 SUBSCRIBED AND SWORN TO BEFORE ME this 24th day of June

My Commission Expires:
1-31-89

Audrey Phillips
Notary Public in and for the
State of Texas

Royal Forest Colony Club, Inc
P.O. Box 291
W.L.L.S, TEXAS 77378

469-01-1578

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed
in file Number, Sequence on the date and at the
time stamped herein by me and was duly RECORDED
in the official Public Records of Real Property of
Montgomery County, Texas

JUN 24 1987



Roy Harris

COUNTY CLERK
MONTGOMERY COUNTY TEXAS

FOR RECORD

1987 JUN 24 AM 10:32

Roy Harris

COUNTY CLERK

8727026

492210M-24-87L

REC 5.00

8727027

469-01-1579

REAL PROPERTY RECORDS

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

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

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Volume 753, Page 277 of the Deed Records of Montgomery County, Article II, (m) restriction, 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 the Declarant, for maintenance of the recreation and common area and operation cost 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.

WHEREAS, a special meeting of the Club was held in Willis, Texas on March 2, 1985 to vote on a proposition to increase the maintenance assessment from \$2.00 to \$3.00 per lot per month.

NOW, therefore, know all men by these presents that by majority vote, the maintenance assessment is hereby amended to read \$3.00 per lot per month retroactive to the First day of January 1985, to be paid to the Club in Willis, Texas on the First day of May of each year.

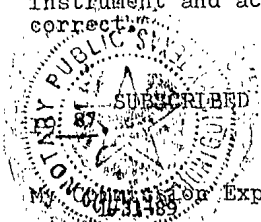
Except as expressly modified and amended by this instrument, restriction (m) shall remain unchanged and in full force and effect.

Executed by the Royal Forest Colony Club, Inc. this the
24th day of June 1987.

NAME James R. Human
TITLE President

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared James R. Human, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same is true and correct.



SUBSCRIBED AND SWORN TO BEFORE ME this 24th day of June

Judy Phillips
Notary Public in and for the
State of Texas

Royal Forest Colony Club, Inc

P.O. Box 291

WILLIS, TEXAS 77378

469-01-1580

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed
in file Number Sequence on the date and at the
time stamped hereon by me and was duly RECORDED
in the official Public Records of Real Property of
Montgomery County, Texas

JUN 24 1987



Roy Harris

COUNTY CLERK
MONTGOMERY COUNTY TEXAS

FILED FOR RECORD

1987 JUN 24 AM 10:32

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY TEXAS

8727027

49231M-24-87L

REC 5.00

8735408

478-01-0607

3

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
ROYAL FOREST SUBDIVISION

REAL PROPERTY RECORDS

RESERVE "A" , LOT 1, BLOCK 1, SECTION ONE

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Volume 1017, Page 565 of the Deed Records of Montgomery County, Article 11, No. 13 restriction, 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 the Declarant, for maintenance of the recreation and common area and operation costs according to the rules and regulation of the Club. This assessment shall be payable to the Club of its nominee in Houston, Texas on the First day of May of each year.

WHEREAS, a special meeting of the Club was held in Willis, Texas on March 2, 1985 to vote on a proposition to increase the maintenance assessment from \$2.00 to \$3.00 per lot per month.

NOW, therefore, know all men by these presents that by majority vote, the maintenance assessment is hereby amended to read \$3.00 per lot per month retroactive to the First day of January 1985, to be paid to the Club in Willis, Texas on the First day of May of each year.

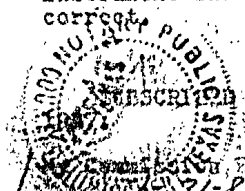
Except as expressly modified and amended by this instrument, restriction No. 13 shall remain unchanged and in full force and effect.

Executed by the Royal Forest Colony Club, Inc. this the
25th day of July 1987

NAME James R. Human
TITLE President

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared James R. Human, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same is true and correct.



James R. Human

SUBSCRIBED AND SWORN TO BEFORE ME this 25th day of July

James R. Human
Notary Public in and for the State of Texas

Expires:
7-1-89
Royal Forest Colony Club, Inc.
P. O. Box 291
Willis, Tex. 77378

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that the instrument was filed in the Public Records of the State of Texas on the date and at the time shown hereon by me and was RECORDED in the office Public Records of the Property of Montgomery County, Texas.

FILED FOR RECORD
1987 AUG 10 AM 10:10

AUG 10 1987

Roy Harris



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
ROYAL FOREST SUBDIVISION

9109848

LAKE FRONT SECTION

REAL PROPERTY RECORDS

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 444 , of the Deed Records of Montgomery County , Article II, No. 13 restriction, 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 the Declarant, for maintenance of the recreation and common area and operation retroactive to the first day of January, 1985, to be paid to the Club in Willis, Texas on the first day of May of each year.

WHEREAS, a special meeting of the club was held in Willis, Texas on March 2, 1985, to vote on a proposition to increase the maintenance assessment from \$2.00 to \$3.00 per lot per month, and that by majority vote, the maintenance assessment was amended to read \$3.00 per lot per month retroactive to the first day of January, 1985, to be paid to the Club in Willis, Texas on the first day of May each year, and was duly recorded.

NOW, therefore, know all men by these presents that this modification and amendment is null and void. Restriction No. 13 shall remain unchanged and in full force and effect.

Executed by the Royal Forest Colony Club, Inc., this the 7th day of March, 1991.

NAME: James R. Human
TITLE: President

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared James R. Human, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11th day of March, 1991.

Carolyn L. Human
Notary Public in and for the State of Texas

Royal Forest Colony Club
P.O. Box 291
Willis, Texas 77378



FILED FOR RECORD
91 MAR 11 AM 11:30
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF MONTGOMERY)
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas.

MAR 11 1991
Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

707-01-0985

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
ROYAL FOREST SUBDIVISION
MOBILE HOME SECTION

h 3

9109849

REAL PROPERTY RECORDS

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 470, of the Deed Records of Montgomery County, Article II, No. 13 restriction, 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 the Declarant, for maintenance of the recreation and common area and operation 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.

WHEREAS, a special meeting of the club was held in Willis, Texas on March 2, 1985, to vote on a proposition to increase the maintenance assessment from \$2.00 to \$3.00 per lot per month, and that by majority vote, the maintenance assessment was amended to read \$3.00 per lot per month retroactive to the first day of January, 1985, to be paid to the Club in Willis, Texas on the first day of May each year, and was duly recorded.

NOW, therefore, know all men by these presents that this modification and amendment is null and void. Restriction No. 13 shall remain unchanged and in full force and effect.

Executed by the Royal Forest Colony Club, Inc., this the 7th day of March, 1991.

NAME: James R. Human
TITLE: President

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared James R. Human, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11th day of March, 1991.

Crawford S. Human
Notary Public in and for
the State of Texas

Royal Forest Colony Club
P.O. Box 291
Willis, Texas 77378



FILED FOR RECORD
31 MAR 11 AM 11:30
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF MONTGOMERY)
I hereby certify that this instrument was filed
in File Number Sequence on the date and at the
time stamped herein by me and was duly RECORDED
in the official Public Records of Real Property of
Montgomery County, Texas.

MAR 11 1991

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
ROYAL FOREST SUBDIVISION

9109850

PERMANENT HOME SECTION

REAL PROPERTY RECORDS

THE STATE OF TEXAS :

: KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY :

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Volume 924 , Page 613 , of the Deed Records of Montgomery County , Article II, No. 13 restriction, 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 the Declarant, for maintenance of the recreation and common area and operation 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.

WHEREAS, a special meeting of the club was held in Willis, Texas on March 2, 1985, to vote on a proposition to increase the maintenance assessment from \$2.00 to \$3.00 per lot per month, and that by majority vote, the maintenance assessment was amended to read \$3.00 per lot per month retroactive to the first day of January, 1985, to be paid to the Club in Willis, Texas on the first day of May each year, and was duly recorded.

NOW, therefore, know all men by these presents that this modification and amendment is null and void. Restriction No. 13 shall remain unchanged and in full force and effect.

Executed by the Royal Forest Colony Club, Inc., this the 7th day of March, 1991.

NAME: James R. Human
TITLE: President

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared James R. Human, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11th day of March, 1991.

Charles L. Human
Notary Public in and for
the State of Texas

Royal Forest Colony Club
P.O. Box 291
Willis, Texas 77378



FILED FOR RECORD
91 MAR 11 AM 11:31
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY)
I hereby certify that this instrument was filed
in File Number Sequence on the date and at the
time stamped herein by me and was duly RECORDED
in the official Public Records of Real Property of
Montgomery County, Texas.

MAR 11 1991
Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

707-01-0987

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
ROYAL FOREST SUBDIVISION

7 3

9109851

SECTION I

REAL PROPERTY RECORDS

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

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Volume 753 , Page 277 , of the Deed Records of Montgomery County , Article II, No. 13 restriction, 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 the Declarant, for maintenance of the recreation and common area and operation 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.

WHEREAS, a special meeting of the club was held in Willis, Texas on March 2, 1985, to vote on a proposition to increase the maintenance assessment from \$2.00 to \$3.00 per lot per month, and that by majority vote, the maintenance assessment was amended to read \$3.00 per lot per month retroactive to the first day of January, 1985, to be paid to the Club in Willis, Texas on the first day of May each year, and was duly recorded.

NOW, therefore, know all men by these presents that this modification and amendment is null and void. Restriction No. 13 shall remain unchanged and in full force and effect.

Executed by the Royal Forest Colony Club, Inc., this the 7th day of March, 1991.

NAME: James R. Human
TITLE: President

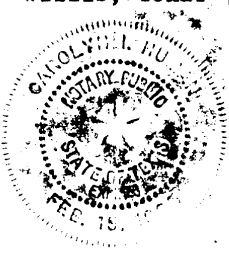
THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared James R. Human, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11th day of March, 1991.

Carolyn L. Human
Notary Public in and for
the State of Texas

Royal Forest Colony Club
P.O. Box 291
Willis, Texas 77378



FILED FOR RECORD
91 MAR 11 AM 11:31
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF MONTGOMERY)
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas.

MAR 11 1991

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

707-01-0989

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
ROYAL FOREST SUBDIVISION

9109853

ROYAL FOREST ESTATES

REAL PROPERTY RECORDS

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 457 , of the Deed Records of Montgomery County , Article II, No. 13 restriction, 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 the Declarant, for maintenance of the recreation and common area and operation 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.

WHEREAS, a special meeting of the club was held in Willis, Texas on March 2, 1985, to vote on a proposition to increase the maintenance assessment from \$2.00 to \$3.00 per lot per month, and that by majority vote, the maintenance assessment was amended to read \$3.00 per lot per month retroactive to the first day of January, 1985, to be paid to the Club in Willis, Texas on the first day of May each year, and was duly recorded.

NOW, therefore, know all men by these presents that this modification and amendment is null and void. Restriction No. 13 shall remain unchanged and in full force and effect.

Executed by the Royal Forest Colony Club, Inc., this the 7th day of March, 1991.

NAME: James R. Human

TITLE: President

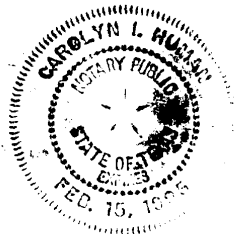
THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared James R. Human, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11th day of March, 1991.

Carolyn L. Human
Notary Public in and for
the State of Texas

Royal Forest Colony Club
P.O. Box 291
Willis, Texas 77378



FILED FOR RECORD

91 MAR 11 AM 11:31

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF MONTGOMERY)
I hereby certify that this instrument was filed
in File Number Sequence on the date and at the
time stamped herein by me and was duly RECORDED
in the official Public Records of Real Property of
Montgomery County, Texas.

MAR 11 1991



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
ROYAL FOREST SUBDIVISION
RESERVE "D" OF ROYAL FOREST

9109854

REAL PROPERTY RECORDS

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

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Volume 1042 , Page 40 , of the Deed Records of Montgomery County , Article II, No. 13 restriction, 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 the Declarant, for maintenance of the recreation and common area and operation 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.

WHEREAS, a special meeting of the club was held in Willis, Texas on March 2, 1985, to vote on a proposition to increase the maintenance assessment from \$2.00 to \$3.00 per lot per month, and that by majority vote, the maintenance assessment was amended to read \$3.00 per lot per month retroactive to the first day of January, 1985, to be paid to the Club in Willis, Texas on the first day of May each year, and was duly recorded.

NOW, therefore, know all men by these presents that this modification and amendment is null and void. Restriction No. 13 shall remain unchanged and in full force and effect.

Executed by the Royal Forest Colony Club, Inc., this the 7th day of March, 1991.

NAME: James R. Human
TITLE: President

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared James R. Human, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11th day of March, 1991.

Carol A. Human
Notary Public in and for
the State of Texas

Royal Forest Colony Club
P.O. Box 291
Willis, Texas 77378

FILED FOR RECORD

91 MAR 11 AM 11:31

Carol A. Human
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF MONTGOMERY)
I hereby certify that this instrument was filed
in File Number Sequence on the date and at the
time stated herein by me and was duly RECORDED
in the official Public Records of Real Property of
Montgomery County, Texas.

MAR 11 1991



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

