

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



By [Signature]
PRESIDENT

[Signature]
Secretary

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

FBS FINANCIAL, INC.

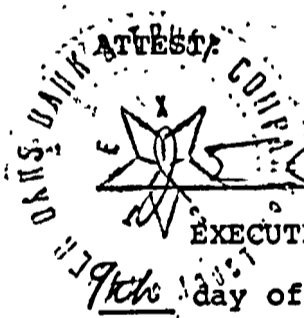


By [Signature]
Vice President

[Signature]
Secretary

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

RIVER OAKS BANK & TRUST COMPANY



By [Signature]
Vice President

[Signature]
Cashier

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

FIDELITY BANK & TRUST COMPANY



By [Signature]
Vice President

[Signature]
Cashier

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

WESTERN NATIONAL BANK OF HOUSTON

ATTEST:

By Wm. Kirby Amsel
Vice President

Ruth Thurman
FVP
THE STATE OF TEXAS §
COUNTY OF HARRIS §

I 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.

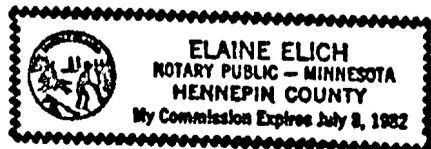
Caroline H. [Signature]
Notary Public in and for
Harris County, T E X A S
My commission expires June 1, 1977.

THE STATE OF Minnesota §
COUNTY OF Hennepin §

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

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

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



THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

WUI 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.

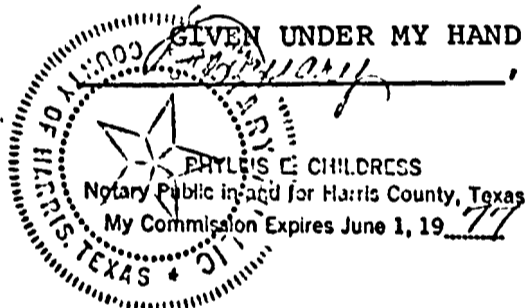


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of February, 1976.

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 James Lowe, 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 Ansel, 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. Hawtin
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

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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, 160.00 feet,
S 30° 01' 42" E, 247.77 feet,

ROYAL FOREST
275.08408 Acres

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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;

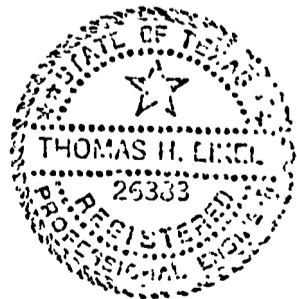
THENCE S 53° 28' 10" W, 107.04 feet;

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 *Bobbie Walker* Deputy



Thomas H. Link

RESTRICTIONS

274310

ROYAL FOREST SECTION ONE

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

§

WHEREAS, Richard Whitworth and Tyler D. Todd, d/b/a Royal Forest Company, hereinafter called the "Owners", of a tract of land in the Jose M. De La Garza Survey, Abstract 15, which has been subdivided and platted as Royal Forest, Section One, as shown by the map thereof, recorded in Volume 9, Page 76 of the Map Records of Montgomery County, Texas, and

WHEREAS, it is deemed to be in the best interests of said Owners and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, the Owners of said subdivision, do hereby adopt the following covenants and restrictions which shall be taken and deemed as covenants to run with the lands and shall be binding on these Owners and all parties and persons claiming under it until 25 years from the date of filing these Restrictions at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years each unless, by duly recorded instrument signed by a majority of the property owners in said addition, it is agreed to change said covenants, conditions, and restrictions in whole or in part.

If the Owners or any of their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above referred subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

(a) All lots in Royal Forest, Section One, shall be used only for residential purposes. All other uses of said property are hereby expressly prohibited.

(b) No residence shall be erected, placed or constructed on any lot which residence contains less than 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 foundations, and no structure or house trailer of any kind may be moved onto or built upon any lot without the approval of an Architectural Control Committee composed of Buford York, William Weiner and Tyler D. Todd, or by a representative designated by a majority of the members of said Committee.

In the event of death or resignation of any member of said Committee, the remaining member or members shall have the full authority to approve or disapprove such design and location or to

designate a representative with like authority.

In the event said Committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to sixty (60) days after completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The duties and powers of such Committee and of its designated representatives shall cease on and after January 1, 1978.

Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

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

(d) No building or structure shall be erected, placed or constructed on any lot until the building plans, specifications, plot plans and external design have first been approved in writing by the Owners, or their assigns.

(e) No advertising or "for sale" signs shall be erected on any lot without written approval of the Owners.

(f) No outside toilets may be installed or maintained, 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 Owners shall have specifically approved and noted that the building material employed need not be painted. No septic tank shall be placed within 150 feet of any water well source or otherwise violate any state, local or other law relating to the location of such facilities.

(g) Lots in Royal Forest, Section One, may not be subdivided except with the written permission of the Owners.

(h) No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any residential lot in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of policy, health, sanitary, buildings or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

(i) No noxious, offensive, unlawful or immoral use shall be made of any of the lots in Royal Forest, Section One.

(j) No tree or trees may be sold, cut or removed, except to prune the trees, from any lots in Royal Forest, Section One, nor any excavations made by any lot purchaser without written permission from the Owners.

(k) No lot shall be used or maintained as a dumping ground for rubbish or as a pipe yard. 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 shall be removed by purchaser from the lot. Underbrush, weeds or grass shall not be permitted to grow in excess of twelve (12) inches in height on any lot. In the event that Owners must mow the underbrush, weeds or grass on any lot or remove or have removed any trash or junk therefrom the cost of such mowing or removal will be charged to purchaser and purchaser must make payment on such charges within thirty (30) days of demand for payment.

(l) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets.

(m) An assessment of Two (\$2.00) Dollars per month per lot (which shall be paid monthly, semi-monthly or annually) shall run against each lot which purchaser is buying for maintenance of the Park Area and operating costs according to the rules and regulations of Owners. The assessment shall be payable to Owners or its nominee in Houston, Texas, on the first day of May of each year, commencing on May 1, 1972. The decision of the Owners, their nominee or consignee, with respect to the use and expenditure of such assessments shall be conclusive and the purchaser shall have no right to dictate how such funds shall be used. The assessments, together with fees, shall be a charge on each lot and shall be a continuing lien upon the lots against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the purchaser.

(n) An assessment for a water main of Three (\$3.00) Dollars per foot for frontage along the front property line shall run against the lot. This assessment shall be and is hereby secured by a lien against any 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 any lot and water is made available to the purchaser. At that time, the assessment shall be due and payable on demand. Purchaser shall have the right to tap onto said water main and to use the water on the same terms and conditions and at the same rate as other water users on such water main. It is understood, however, that the cost of the tap and the water meter are not included in the assessment and are the purchaser's obligation exclusively. Payment to cover such assessments may be arranged on a satisfactory monthly payment basis over a period of not to exceed two (2) years from date of purchase, with interest to be agreed upon.

(o) Owners reserve to themselves, their heirs and assigns, an easement or right-of-way over a strip along the side, front and rear boundary lines of any lot hereby conveyed 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, including 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 with no obligation to Seller to supply such services.

(p) In the event, a purchaser desires to resell any lot and/or improvements thereon, it must first be offered for a period (not to exceed ninety (90) days) to the members of the Royal Forest Colony Club.

(q) No firearms or fireworks of any kind shall be discharged on the property.

(r) No oil drilling, oil development operations, oil refining,

quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

The restrictions and protective covenants listed herein apply to all lots designated as residential lots but do not apply to those certain tracts or reserves as shown on the map or plat of Royal Forest, Section One, to-wit:

Reserve "A", a 1.9710 acre tract or parcel of land as shown on the map and plat of Royal Forest, Section One, and designated for unrestricted use.

Reserve "B", a 1.0458 acre tract or parcel of land as shown on the map or plat of Royal Forest, Section One, and designated for unrestricted use.

All of which reserves are subject to all building lines and easements shown on the map or plat of Royal Forest, Section One.

These covenants and restrictions are to run with the land and shall be binding on Purchaser and all persons claiming under him for a period of twenty-five (25) years from the date of filing thereof in the Office of the County Clerk of Montgomery County, Texas. It is provided, however, that the Owners, their heirs and assigns, expressly reserve the right during the first five (5) years of such twenty-five (25) year term to vary the use of any property, notwithstanding the above restrictions, reservations, covenants and easements, should the Owners in their sole judgment deem it in the best interest of any lot in Royal Forest, Section One, to grant such variance or variances.

EXECUTED this 13th day of October, 1971.

ROYAL FOREST COMPANY

By: Richard Whitworth
Richard Whitworth

By: Tyler D. Todd
Tyler D. Todd

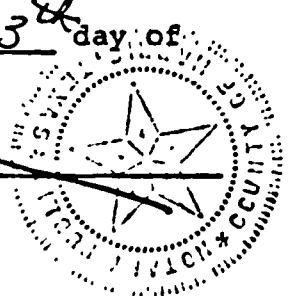
THE STATE OF TEXAS §

COUNTY OF HARRIS §

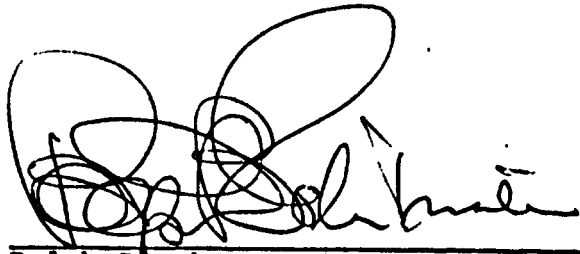
BEFORE ME, the undersigned authority, on this day personally appeared RICHARD WHITWORTH and TYLER D. TODD, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacited therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of October, 1971.

Ann Rees
Notary Public in and for
Harris County, T e x a s

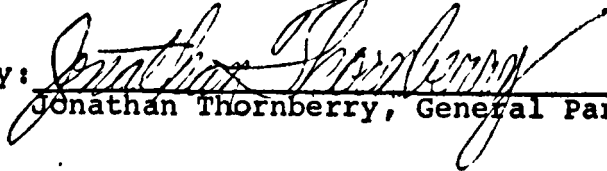


ADDITIONAL JOINDERS:



Ralph Block, Trustee

BUTLER-THORNBERRY LUMBER COMPANY,
a Partnership

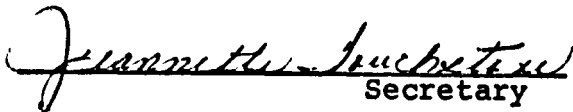
By: 
Earnest L. Butler, General Partner

By: 
Jonathan Thornberry, General Partner

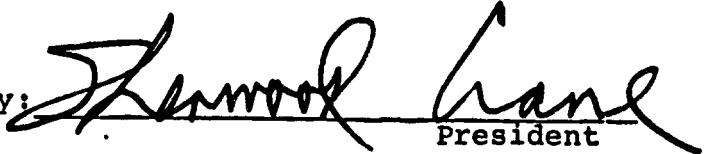
ROYAL FOREST UTILITY COMPANY

By: 
Harold Touchstone, President

ATTEST:

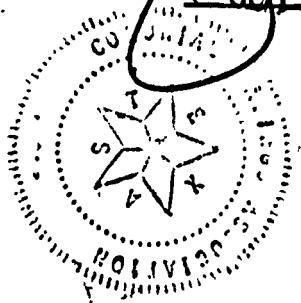

Secretary

COLONIAL SAVINGS ASSOCIATION

By: 
President

ATTEST:


SECRETARY



YORK CONSTRUCTION COMPANY

By: 
Buford W. York, Managing Partner

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared RALPH BLOCK, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of October, 1971.

Kay D. Weldon
Notary Public in and for
Harris County, T e x a s
KAY D. WELDON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, '73

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared EARNEST L. BUTLER, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 1971.

Kay D. Weldon
Notary Public in and for
Harris County, T e x a s
KAY D. WELDON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, '73

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JONATHAN THORNBERRY, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 1971.

Kay D. Weldon
Notary Public in and for
Harris County, T e x a s
KAY D. WELDON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, '73

THE STATE OF TEXAS

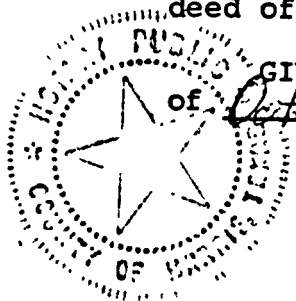
§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared HAROLD TOUCHSTONE, known to me to be the person whose name is subscribed to the foregoing instrument as President of Royal Forest Utility Company, a corporation, and 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 19th day of October, 1971.



Kenneth D. McLaughlin
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS

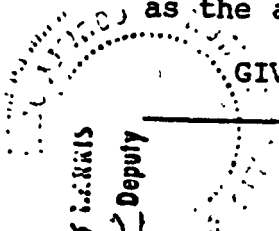
§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared Sherwood Crane, known to me to be the person whose name is subscribed to the foregoing instrument as President of Colonial Savings Association, a corporation, and 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 26th day of October, 1971.



Wanda Gray
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared BUFORD W. YORK, known to me to be the person whose name is subscribed to the foregoing instrument as Managing Partner of York Construction Company, a partnership, and 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 partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 18th day of October, 1971.

Kay D. Weldon
Notary Public in and for
Harris County, T e x a s

KAY D. WELDON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1979



Filed for Record at 11 o'clock A. M. 11/1/1971 KLS:KRS
Clerk County Court, Montgomery Co., Texas By Shirley K. Seehamper Deputy

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

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

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

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

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

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

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

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

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

ARTICLE I.

Definitions

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

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

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

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

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

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

ARTICLE II.

Restrictions

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

2. Any Lot may be used for the location and/or installation of a mobile home, house trailer, travel trailer or motor home thereon. In order to assure that only acceptable mobile homes, house trailers, travel trailers or motor homes are used, it is required that any mobile home, house trailer, travel trailer or motor home be approved by the Declarant or Declarant's assigns in writing before it is brought onto a Lot. In the event that an Owner elects not to place a mobile home, house trailer, travel trailer or motor home on his Lot, but rather desires to construct a residence thereon or wants to construct a residence together with a mobile home, such residence must contain at least six hundred (600) square feet exclusive of open porches, breezeways, carports and garages. No garage may be erected except simultaneously with or subsequent to erection of the residence. All buildings must be completed within six (6) months after laying of foundation, and no structure may be erected on a Lot without the prior written approval of Declarant or Declarant's assigns.

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

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

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

6. No outside toilets may be installed or maintained on any part of the Subject Property, and all plumbing shall

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED by Royal Forest Corporation this the 9th day of February, 1976.

ROYAL FOREST CORPORATION

By [Signature]
President

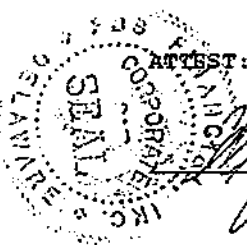


[Signature]
Secretary

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

FBS FINANCIAL, INC.

By [Signature]
Vice President



[Signature]
Secretary

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

RIVER OAKS BANK & TRUST COMPANY

By [Signature]
Vice President



[Signature]
Secretary

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

FIDELITY BANK & TRUST COMPANY



ATTEST:
[Signature]
Clerk

By [Signature]
Vice President

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

WESTERN NATIONAL BANK OF HOUSTON



ATTEST:
[Signature]
V.P.

By Wm. Kirby Amsel
Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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



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

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

THE STATE OF Minnesota §
§
COUNTY OF Hennepin §

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

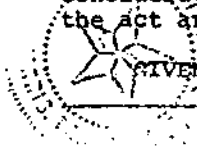
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of February, 1976.



[Signature]
Notary Public in and for
County,
My commission expires _____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

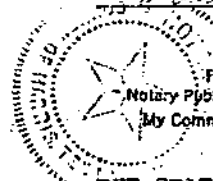


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of February, 1976.

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

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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



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

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

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

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

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

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



LEGAL DESCRIPTION

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

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

THENCE with the meanders of said Caney Creek;

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

THENCE continuing with the meanders of Caney Creek;

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

Continued.....

EXHIBIT "A"

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

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

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

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

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

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

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



Thomas H. Eikel

Continued

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

erly corner of the herein described tract,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thomas H. Eike



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

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

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Volume 922, Page 464 of the Deed Records of Montgomery County, Texas, ROYAL FOREST CORPORATION, a Texas corporation, FBS FINANCIAL, INC., a Delaware corporation, RIVER OAKS BANK & TRUST COMPANY, a Texas banking corporation, FIDELITY BANK & TRUST COMPANY, a Texas banking corporation, and WESTERN NATIONAL BANK OF HOUSTON, a national banking association, together created certain Covenants, Conditions and Restrictions applicable to the MOBILE HOME SECTION OF ROYAL FOREST, a certain 128.91809 acre parcel of land composed of two (2) tracts out of the Jose De La Garza Survey, Abstract No. 15, Montgomery County, Texas, and more particularly described by metes and bounds as follows (hereinafter referred to as the "Subject Property"):

SECTION 1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2:

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

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

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

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

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

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

THENCE North $26^{\circ} 26' 34''$ West, 523.09 feet to the POINT OF BEGINNING.

WHEREAS, by mutual mistake or mutual error the metes and bounds description attached as Exhibit "A" to such Declaration of Covenants, Conditions and Restrictions contained

certain discrepancies from the true and correct metes and bounds description of the Subject Property; and

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

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

Except as expressly modified and amended by this instrument, the original Declaration of Covenants, Conditions and Restrictions of the Mobile Home Section of Royal Forest presently on file in Volume 922, Page 464 of the Deed Records of Montgomery County, Texas, shall remain unchanged and in full force and effect.

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

ROYAL FOREST CORPORATION

ATTEST:

By [Signature]
President

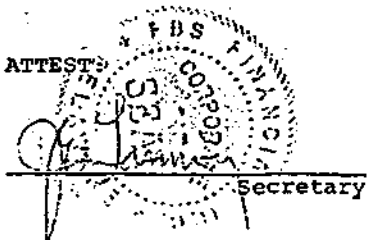
[Signature]
Secretary

EXECUTED BY FBS Financial, Inc., this the 9th day of

March, 1976.

FBS FINANCIAL, INC.

ATTEST:


[Signature]
Secretary

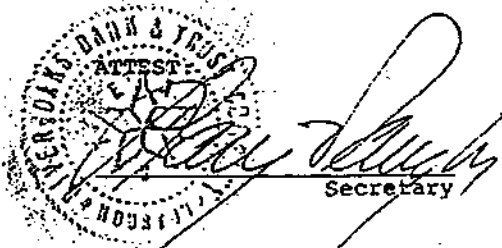
By

[Signature]
Vice President

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

day of JAN, 1978.

RIVER OAKS BANK & TRUST COMPANY


[Signature]
Secretary

By

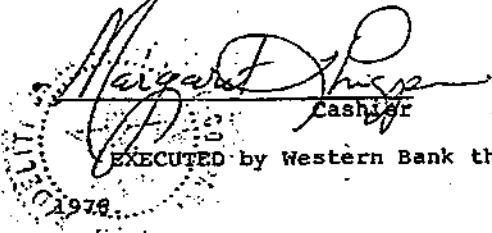
[Signature]
Vice President

EXECUTED by Fidelity Bank & Trust Company this the 11th

day of January, 1977.

FIDELITY BANK & TRUST COMPANY

ATTEST:


[Signature]
Cashier

By

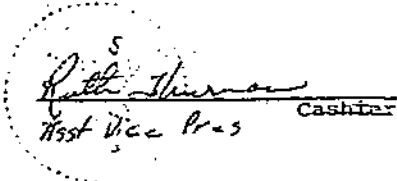
[Signature]
Vice President

EXECUTED by Western Bank this the 10th day of January

1978.

WESTERN BANK

ATTEST:


[Signature]
Cashier
1st Vice Pres

By

[Signature]
Vice President

THE STATE OF TEXAS X
X
COUNTY OF HARRIS X

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



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of January, 1979.

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

THE STATE OF MINNESOTA X
X
COUNTY OF HENNEPIN X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of March, 1977.

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

THE STATE OF TEXAS X
X
COUNTY OF HARRIS X

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

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

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

THE STATE OF TEXAS X
COUNTY OF HARRIS X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of January, 1979.

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

THE STATE OF TEXAS X
COUNTY OF HARRIS X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of January, 1978.



SHARON J. TUCKER

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

FILED FOR RECORD
AT 3 O'CLOCK P.M.
MAR 25 1977
ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
By Abigail D. ... Deputy

DEEDS

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

7603763.

763763

LAKEFRONT SECTION OF
ROYAL FOREST

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

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I.

Definitions

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

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

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

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

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

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

ARTICLE II.

Restrictions

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

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

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

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

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

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

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

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

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

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

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

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

(L)

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.

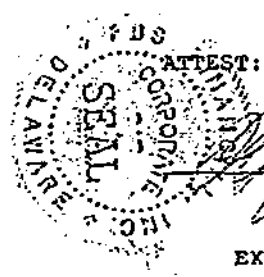


James M. Moore
Secretary

ROYAL FOREST CORPORATION

By [Signature]
President

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



[Signature]
Secretary

FBS FINANCIAL, INC.

By James W. Surjer
Vice President

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



[Signature]
Cashier

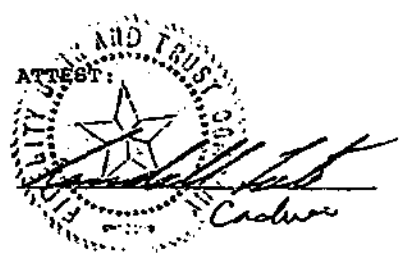
RIVER OAKS BANK & TRUST COMPANY

By [Signature]
Vice President

(9)

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

FIDELITY BANK & TRUST COMPANY



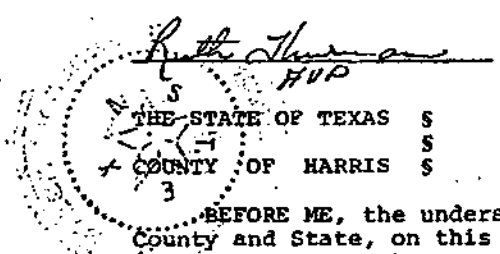
By Shirley Love
Vice President

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

WESTERN NATIONAL BANK OF HOUSTON

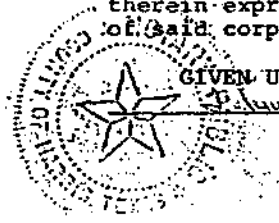
ATTEST:

By Wm. Kirby Owsal
Vice President



THE STATE OF TEXAS §
§
COUNTY OF HARRIS §
3

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



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

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

THE STATE OF Minnesota §
§
COUNTY OF Hennepin §

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

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



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

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

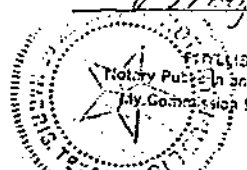


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of February, 1976.

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

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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



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

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

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

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



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

(11)

ROYAL FOREST
LAKEFRONT LOTS
SECTION I
SECTION II

EXHIBIT "A"

FEBRUARY 9, 1976

922-449

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

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

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

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

THENCE with said meanders along the lake;

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

THENCE S 60° 38' 46" W, 54.18 feet;

THENCE S 5° 29' 22" W, 86.41 feet;

THENCE S 3° 49' 07" E, 142.40 feet;

THENCE S 44° 05' 52" E, 107.39 feet;

THENCE S 48° 26' 33" E, 40.46 feet;

S 15° 45' 58" E, 90.93 feet,

S 15° 59' 33" W, 133.02 feet,

S 40° 14' 46" W, 103.03 feet,

S 28° 59' 09" W, 112.15 feet,

S 65° 40' 07" E, 216.88 feet,

S 76° 30' 55" E, 206.10 feet,

S 66° 23' 15" E, 273.20 feet,

S 74° 28' 44" E, 283.78 feet,

N 67° 16' 50" E, 79.79 feet,

N 39° 43' 15" E, 37.16 feet,

N 73° 45' 45" E, 151.60 feet,

S 84° 47' 55" E, 326.40 feet,

S 79° 25' 35" E, 89.30 feet,

N 69° 02' 41" E, 100.21 feet,

N 44° 35' 15" E, 118.55 feet,

S 29° 15' 25" E, 186.24 feet,

(12)

FEBRUARY 9, 1976

ROYAL FOREST
LAKEFRONT LOTS
SECTION I
SECTION II

-2-

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

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

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

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

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

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

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

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

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

THENCE N 76° 41' 19" W, 165.05 feet;

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

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

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

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

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



Roy Harris

County Clerk of Montgomery Co., Texas

(15)

7709188

DEEDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ROYAL FOREST CORPORATION

ATTEST:

By [Signature]
President

[Signature]
Secretary

EXECUTED by FBS Financial, Inc., this the 9th day of
March, 1976.

FBS FINANCIAL, INC.

ATTEST:

By [Signature]
Vice President

[Signature]
Secretary

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

RIVER OAKS BANK & TRUST COMPANY

ATTEST:

By [Signature]
Vice President

[Signature]
Secretary

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

FIDELITY BANK & TRUST COMPANY

ATTEST:

By [Signature]
Vice President

[Signature]
Cashier

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

WESTERN BANK

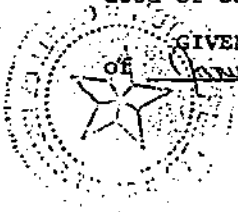
ATTEST:

By Wm. Kelly Ousef
Vice President

Paul Thurman
Cashier

THE STATE OF TEXAS I
COUNTY OF HARRIS I

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



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

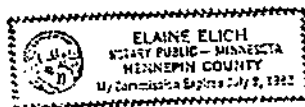
Caroline H. Moore
Notary Public in and for
Harris County, Texas
My Commission Expires June 1, 1977

THE STATE OF MINNESOTA I
COUNTY OF HENNEPIN I

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

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

Elaine Elich
Notary Public in and for
Hennepin County, Minnesota

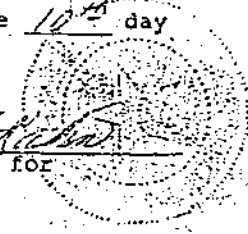


THE STATE OF TEXAS I
I
COUNTY OF HARRIS I

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

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

Caroline Kitchin
Notary Public in and for
Harris County, Texas



THE STATE OF TEXAS I
I
COUNTY OF HARRIS I

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

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

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



THE STATE OF TEXAS I
I
COUNTY OF HARRIS I

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

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



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

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

MAR 25 1977

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

191

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 275.98406 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 405 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. Sawyer, 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 912 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 G. 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 \$360,199.50, 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 945, Page 296 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 621 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 \$422,286.48 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 Boyle, 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 351, Page 496 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 Boyle, 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 mortgage 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.