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AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

KNOW ALL BY THESE PRESENTS:

WHEREAS section 202.006 of Title 11 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and


WHEREAS the Colony Grant Homeowners Association is a property owners' association as the term is defined in Title 11 of the Texas Property Code and has property located in Fort Bend County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Colony Grant Homeowners Association which have not been previously filed in the public records of Fort Bend County are attached hereto, including:

Architectural and Deed Restrictions Guidelines for the Colony Grant Homeowners Association


FURTHER, other dedicatory instruments of the Colony Grant Homeowners Association have already been filed in the public records of Fort Bend County and these documents supplement the previously filed documents.

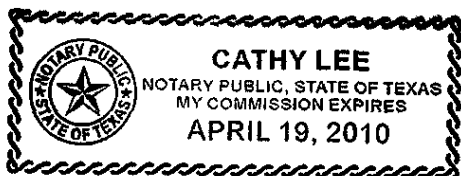
SIGNED on this 16th day of June, 2006.

Signature: 
By: Ralph A. Troiano
Title: C.I.A. Services, Inc., Managing Agent for Colony Grant Homeowners Association

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

This instrument was acknowledged before me on this 16th day of June, 2006 by Ralph A. Troiano.

Signature: 
By: Cathy Lee
Title: Notary in and for the State of Texas
My commission expires on 04/19/10



Return to: C.I.A. Services, Inc.
9800 Centre Parkway, Suite 625
Houston, Texas 77036-8294
Phone: 713-981-9000 Fax: 713-981-9090



Architectural and Deed Restriction Guidelines
for the
Colony Grant Homeowners Association



Adopted: April 10, 2006

Colony Grant Homeowners Association Architectural and Deed Restriction Guidelines

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Architectural and Deed Restriction Guidelines**

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Home Improvement Request form

Colony Grant Homeowners Association Architectural and Deed Restriction Guidelines

OVERVIEW

1.1 Purpose of Guidelines

The purpose of these Architectural and Deed Restriction Guidelines is twofold: (1) to provide owners with guidance in planning for changes or improvements to their property and (2) to provide clear criteria for enforcing various provisions of the deed restrictions. These guidelines provide clarification on issues of interest to property owners than can be found in the deed restrictions.

It is the intention that these guidelines be consistent with and a clarification of the Deed Restrictions, however, in the case of a conflict between the two, the Deed Restrictions will control.

1.2 History of First Colony

The first Europeans to set foot on the banks of Oyster Creek were eighty shipwrecked Spaniards who had set sail in 1527 with the single purpose of plundering gold in the New World. The few that survived the ordeal were eventually rescued and returned to Spain without gold.

Moses Austin of Missouri was the first American settler to envision a future community growing in the rich soil around Oyster Creek and the Brazos River and after obtaining a hard-won sanction from the Mexican government, he was given permission to bring 300 colonists from New Orleans. He died before he could fulfill that vision, but his son, Stephen F. Austin, and William Little created the first colony on the land between Oyster Creek and the Brazos River in 1821. The river bottomlands were rich and supported plantations of rice and sugar cane in the early days.

Our modern day First Colony was born in 1976 when Sugarland Properties Incorporated (SPI) formed and acquired 7,500 acres from Sugar Land Industries, the parent company of Imperial Sugar. SPI developed the original master plan for First Colony in 1980 when the Houston Area housing boom began. The addition of acreage in 1981, 1984, 1990 and 2002 brought the total of First Colony to nearly 11,000 acres.

The first neighborhoods in First Colony were built along the original two lane versions of Highway 6 and Williams Trace. Williams Grant and Colony Grant were among the first neighborhoods built in First Colony. The community clubhouse on Grants Lake was one of the original sales offices for new homes.

In the 1970's and 1980's, SPI was leading the way in master planned community concept where residential, commercial, schools, churches and recreation are intertwined in a overall plan of development and growth. From a community standpoint, SPI's original concept was to create neighborhoods of similar home designs and to group them geographically into stand-alone homeowners associations. The Colony Grant Homeowners Associations was created with the neighborhoods of Colony Grant, Williams Grant and Colony Bend. Other neighborhoods were set up into Community Association of the Highlands, Sugarwood Homeowners Association, Settlers Park Homeowners Association and Chimneystone Homeowners Association.

By the mid-1980's SPI realized that continuing to create small independent community associations for new neighborhoods would dilute many of the benefits of a master planned community with SPI's central vision. In 1984, SPI created the First Colony Community Services Association (now known as FCCA – First Colony Community Association) and all new neighborhoods and many businesses became a part of that organization. In 1993, in preparation of the opening of the First Colony mall and all the commercial development between Highway 6 and Sweetwater Boulevard along the Southwest Freeway, the First Colony Property Owner Association was formed to cover all that commercial land. So today, First Colony is composed of six community associations – the five original associations and the FCCA – plus a large commercial association. The adjacent communities of Commonwealth, Avalon and Brazos Landing were not developed by SPI and are not technically part of First Colony.

In 1987, the First Colony Boulevard Maintenance Program (FCBMP) was established to allow all community associations to contribute their share to the maintenance of the boulevards throughout First Colony. The program, which has since evolved to the Associations of First Colony (AFC), also provided a forum for the leaders of each of the communities to discuss common issues and provide a unified voice for First Colony to the elected and municipal officials for Sugar Land, Missouri City, Fort Bend County and the state of Texas.

1.3 Governing Documents

There are several documents that establish the operating rules for the Colony Grant Homeowners Association and use of the land within the Colony Grant, Colony Bend and Williams Grant neighborhoods. The following are collectively referred to as the "governing documents". All governing documents are filed in the public records of Fort Bend County and are available from the Association.

- *Articles of Incorporation* – This is a short document that describes the general purpose of the corporation named Colony Grant Homeowners Association. It was filed on with the Texas Secretary of State's office on June 12, 1978 to create the corporation.
- *Bylaws* – These are the operating rules for the corporation and addresses issues like voting rights, elections, board members, officers and committees. The original Bylaws were prepared when the corporation was formed.
- *Declaration of Covenants, Conditions and Restrictions* – This is the document commonly referred to as the "deed restrictions". There is one for each section of the community as noted below. The deed restrictions govern use of the land by property owners. They also establish authority of the Colony Grant Homeowners Association to enforce the deed restrictions. Finally, they create the Architectural Control Committee and give it the authority to review applications for modifications and improvements to properties and to establish guidelines.
 - Williams Grant filed 06/02/1978 190 homes
 - Colony Bend section 1 filed 04/24/1978 254 homes
 - Colony Bend section 2 filed 07/20/1979 378 homes
 - Colony Bend section 3 filed 06/14/1982 131 homes
 - Colony Bend section 4 filed 06/14/1982 113 homes
 - Colony Grant section 1 filed 08/26/1981 131 homes
- *Architectural and Deed Restriction Guidelines* – This document which provides guidelines for making decisions on requests to the ACC and clear standards for enforcing the deed restrictions.

1.4 Architectural Control Committee

The deed restrictions create an Architectural Control Committee (ACC) with the responsibility of reviewing all plans for new construction, improvements, alterations, additions or changes to any property. The ACC requires the submission of plans, specifications and other documents in sufficient detail in order to render a decision. The ACC has full and complete authority to approve or disapprove construction of any improvement on any property and its judgment is final and conclusive. Any decision made by the ACC may be appealed as described in section 1.6.

The ACC members are a subset of the Board of Directors.

1.5 Review of Plans

All submissions to the ACC must include a completed Home Improvement Request form along with plans, specifications, plans, those items set out below, and any other document or sample which a reasonable person would expect would be needed by the ACC to make a decision for the improvement. There must be sufficient information for the ACC to understand the size, location, color, materials, design, structure and/or visibility of the improvement. If information is missing, the submission will either be returned for the additional information or disapproved for lack of information.

Since there are many different types of improvements that owners make, the information below will help in determining what information is needed for some common home improvements:

- **House painting:** Provide a color photograph of home and color chips of the paint to be used. If you are using more than one paint color, identify which will be used for the base color (typically siding and garage door), which will be used as an accent color and what areas will be accented (e.g. shutters, front door and gutters).
- **Roofing:** Provide a color photograph of home and a small shingle sample (2"x2") or manufacturer's brochure. Identify the manufacturer, shingle style, warranty and color. Provide the roofer's quote or indicate whether other work will be done (add ridge vents, remove turbo vents, remove skylights, etc.).

- **Patio cover:** Provide a survey of the property with the cover drawn onto it – indicate the size of the cover and the distances from all easements and property lines. Provide an elevation drawing with height of various parts of the cover. Provide detail on the structural design and tie-in to existing structures. Provide details on the materials to be used, paint or stain colors and roofing material.
- **Fencing:** Provide a survey of the property with fence drawn in the location it will be constructed. Note whether the fence is being moved from the existing location. Show the fence height and materials to be used. Provide a sketch of the fence design including structural support.
- **Swimming pool:** Provide a survey of the property with the pool drawn to scale in the location it will be constructed. Indicate the distances from all easements and property lines. Show any above ground elements such as waterfalls, diving boards, etc. Indicate the location of the pool mechanical equipment and the method of screening from public view. Show the contractor access point if adjacent to a common area or community fence.
- **Children's play equipment:** Provide a survey of the property with the play equipment drawn to scale in the location it will be installed. Indicate the distances from all easements and property lines. Provide a picture or drawing of the play structure indicating materials and all dimensions including height of platforms and full structure. If commercially made, include a manufacturer's brochure showing the play structure.
- **Solar screens:** Provide a color photograph of home and indicate which windows will be covered and which ones will not. Provide a manufacturer's brochure or samples of the screen material and frame.
- **Outbuilding:** Provide a survey of the property with the outbuilding drawn to scale in the location it will be constructed. Indicate the distances from all easements and property lines. Provide a picture or drawing of the building showing all dimensions – show the height over the ground including any foundation or supports. Indicate wall and roof materials and colors. If commercially made, include a manufacturer's brochure showing the play structure.
- **Room additions:** Provide a survey of the property with the room addition drawn to scale in the location it will be constructed. Indicate the distances from all easements and property lines. Note all materials

and colors. Detailed construction drawings and a City building permit are required.

A *Home Improvement Request* form is enclosed at the end of these guidelines. Additional forms are available from the Association's management company, C.I.A. Services - you can pick one up or have one mailed or faxed to you. The form and these guidelines are also posted on the Association's web site. Completed applications should be mailed or delivered to:

*Colony Grant Homeowners Association
c/o C.I.A. Services
9800 Centre Parkway, Suite 625
Houston, Texas 77036-8294*

*Phone: 713-981-9000
Fax: 713-981-9090
Email: cghoa@ciaservices.com
Website: www.ciaservices.com*

The ACC reserves the right to charge a fee for reviewing plans, on a case by case basis, depending on the complexity of the requested improvement. Any costs or expenses which the ACC incurs in processing the request shall be paid by the person submitting the application.

1.6 ACC Decisions

The ACC will provide a written response to all applications. The letter will indicate whether the request was approved, conditionally approved or disapproved. For requests conditionally approved, certain conditions will be listed that must be fulfilled. For example, an application could be approved with the condition that a copy of the Sugar Land building permit be provided. If an application is disapproved, the reason for disapproval and possible suggestions for resubmission will be listed.

The ACC will make its best efforts to render a decision as soon as possible and within thirty (30) days of receipt of the application. In the event the ACC fails to indicate its approval or disapproval within forty-five (45) days of receipt of a completed application, no further approval will be required under the deed restrictions. It would be extremely unusual to not receive a response after 45 days. You should verify with a phone call or written communication (1) that the application was received, (2) that the application was complete and (3) that a decision letter hadn't already been issued but didn't reach you. Finally, please

note that a lack of response after 45 days does not provide approval to violate any portion of the deed restrictions or guidelines.

If the person submitting the application does not agree with the decision rendered by the ACC, a written request may be submitted to ask the ACC to reconsider their decision. Any request for reconsideration must include additional information or clarifications for the ACC to consider. Alternatively, the decision can be appealed to the Board of Directors by submitting a letter to the Board of Directors requesting the issue be placed on the agenda for the next Board meeting. Again, the appeal must clearly state the reasons the Board should reverse the original decision.

Written approval by the ACC is required prior to making any improvement or alteration. If an improvement or alteration is made without ACC approval and it is subsequently found to be unacceptable in any way, the Board of Directors may require that the improvement or alteration be removed or revised. Any costs associated with enforcing this right, including legal fees as allowed by law, will be charged back to the property owner.

Please note that the approval or lack of disapproval by the ACC shall not be deemed to constitute any warranty or representation by the ACC, including, without limitation, any warranty or representation or any liability relating to the fitness, design, adequacy of drawings, adequacy of the proposed construction or compliance thereof with applicable statutes, codes, regulations or any deed restrictions other than those promulgated by the Association. The Association, its Board members and homeowner members, ACC and its members or agents shall be in no way liable to any person under any theory or under any circumstances in connection with either the approval or disapproval of any project or plans; the only remedy for the aggrieved party shall be injunctive relief. The property owner is responsible for complying with all city or county requirements for this property and these plans, securing permits and obtaining any waivers of easements, as needed.

1.7 Enforcement Procedures

Inspections of the community are done once every two weeks by the management company to uncover new violations, to check the status of existing violations and to verify complaints that have been called in. The timing of inspections and the deadlines quoted in the letters are set to ensure that homeowners have adequate opportunity to cure their violations and also to let them know the Association's expectations. The next inspection is always just a few days after any deadline expires so the next step can be taken without delay.

All deed restriction letters are mailed by the end of the week of the inspection. If the home is rented then letters are mailed to the owner, the tenant or both depending on the type and level of violation. Most initial letters go to both.

On most violations, letters are not mailed the first time the violation is observed. The violation would typically be noted the first time and then, if the violation is still there on the inspection two weeks later, a letter would be sent. There are several exceptions where a letter is mailed on the first observation: lawn maintenance needed, unapproved modifications in progress and in response to verified complaints.

If the violation is not cured after two letters, the violation is viewed by the Board of Directors. A final, "last chance" letter is issued which will give the owner notice of a reasonable period to cure the violation and thirty (30) days in which to request a hearing before the Board of Directors. If this letter is ignored, then the violation may be turned over to an attorney for resolution. All costs, including reasonable attorneys' fees allowed by law, associated with the enforcement are charged back to the owner's account. At any time during the enforcement process, a homeowner can request a reasonable extension to give them time to cure the violation or seek to resolve it with the management company.

In some cases, the Association may give notice to the owner and then enter onto the property to cure a deed restriction violation. This procedure is described in the section "Maintenance by Association".

An unapproved or disapproved alteration or improvement to a property is handled like any other deed restriction violation. The owner receives letters and is given an opportunity to comply with the Association's request. If the situation persists, the Association may pursue the legal remedies described above.

1.8 Complaints

The management company makes routine inspections of the community to keep track of deed restriction violations within the community. There are some violations which may not be obvious in a typical drive through inspection so neighbor complaints are an important part of the enforcement process.

Residents should feel free to contact C.I.A. Services by phone, mail, fax or email to report any concerns about deed restriction violations. All complaints are handled confidentially and the person's name is not revealed or permanently

retained. All complaints are investigated on the next scheduled community inspection to determine if there is a violation and to gather additional information.

1.9 Online Resources

All governing documents for the community can be found online at www.ciaservices.com. Go to the site and select your community "Colony Grant", "Colony Bend" or "Williams Grant" (they all lead to the same place). Select Community Documents to view, download or print the bylaws, deed restrictions and other documents for the community. You can also print a *Home Improvement Request form* for submitting information for ACC review.

The *Library* and *Links* pages of the web site contain helpful information about landscaping and home maintenance.

Finally, the *Contact Us* button can be used to send an email to the management office staff through the email address of cghoa@ciaservices.com. The staff member reviewing the email will either handle the request directly or forward it to the proper party (community manager, inspector, maintenance coordinator, Board member, ACC member, etc.).

Many issues regarding your home also fall under City ordinances and may have permitting requirements. The City of Sugar Land has an excellent web site at www.ci.sugar-land.tx.us that can assist you.

Colony Grant Homeowners Association Architectural and Deed Restriction Guidelines

GUIDELINES

2.1 Animals

- (a) Only dogs, cats and other common household pets ("Pets") may be kept on lots provided that they are not kept, bred or maintained for any commercial purpose. Livestock, poultry and all other animals, other than the Pets defined above, are specifically prohibited.
- (b) No more than four (4) adult Pets are permitted on each lot. Any Pet over four (4) months of age is considered an adult.
- (c) Pets must be physically confined to the property, in control of the Pet owner or kept in the house. When away from the property, the Pet must be on a leash and be under the control of the Pet owner at all times. Pets may not be allowed to roam free.
- (d) It is the Pet owner's responsibility to keep the property clean and free of pet debris and odors. When walking Pets off the property, the Pet owner is responsible for cleaning up and removing any pet defecation.
- (e) Pets must not be allowed to become a nuisance, annoyance or danger to the neighborhood. Excessive barking or loud barking between 10:00 p.m. and 6:00 a.m. may be considered a nuisance if not controlled by the Pet owner.
- (f) The Association does not believe these guidelines will place unreasonable restrictions on persons with disabilities. However, if a person with a disability feels an exception is needed, the Association will consider any request and make a reasonable accommodation in the appropriate circumstances. To make a request, simply send a letter describing the situation and request to the Association's office.

2.2 Antennae and Satellite Dishes

- (a) In compliance with the federal Telecommunications Act of 1996, satellite dish and direct broadcast antennae of one (1) meter (39.37 inches) or less in diameter may be installed on properties. The location is limited to the position which is least

visible from public view which still provides an acceptable quality signal. Any position visible at all from public view must be approved in advance by the ACC.

- (b) Satellite dish and direct broadcast antennae of more than one (1) meter (39.37 inches) in diameter may not be installed where any portion of such antenna is in public view. The ACC may consider approval if there is adequate screening to hide such antenna from public view.
- (c) Antennae for receiving over-the-air television signals should be installed inside the attic. If an internal mounting is not possible, the antennae must be mounted on the rear portion of the house and may not extend higher than ten (10) feet above the roofline.
- (d) Antennae used for the transmission or receipt of radio signals must be mounted on the rear portion of the house and may not extend higher than ten (10) feet above the roofline. Transmission antennae must be operated within FCC regulations and may not be allowed to cause interference to electrical equipment other residents. Upon notice of interference, the transmitting antenna must be removed or the transmissions altered to eliminate the interference.

2.3 Basketball Goals

- (a) Three styles of basketball goals are allowed: permanent pole mounted, permanent garage mounted and portable goals.
- (b) Permanent pole mounted basketball goals may not be installed closer to the street than the front plane of the main residential structure. For corner lots with driveways entering from the side street, a permanent pole mounted goal may not be closer to the street than the front plane of the garage or the main residential structure, whichever is closer to the street. Permanent pole mounted basketball goals may also be installed in back yards.
- (c) Permanent garage mounted basketball goals may be installed on the roof or garage wall on the side of the garage with the garage door. Permanent garage mounted basketball goals may also be installed in back yards.
- (d) Portable basketball goals are allowed provided they are stored in a position allowed for permanent goals or are removed from public view when not in use. Overnight storage in a prohibited position is not allowed. Placement at the curb or in the street for use is not allowed.

- (e) Only commercially manufactured equipment is allowed. Poles must be metal - wood posts are not acceptable. Poles must be painted black. On garage mounted goals, the support framing must be painted black or a color to match the underlying roof shingles or siding. Backboards must be metal, glass, plastic or other weather-resistant material. Backboards must be white or clear. Rims and nets may be any commercially made material and color.
- (f) Permanent goals must be installed per manufacturer's instructions to maintain the goal a vertical position. Portable goals must be stored in an upright position and in a usable position if in public view. Portable goals may not have items stored on the base as weights to keep the goal from tipping – the base can be filled with sand or water for that purpose.
- (g) The basketball goal, backboard, rim, net and post or frame must be maintained in usable condition and neat appearance. Bent rims and broken/damaged backboards must be replaced. Backboards and posts must be repainted if they become chipped, rusted, faded or unsightly. Nets must be replaced if they become torn, detached or are missing. Any basketball goals which are not maintained must be removed. If a pole mounted goal is removed the pole must be removed completely or to below ground level. If a garage mounted goal is removed, all bracing must be removed and the underlying roof or siding repaired.
- (h) Only one basketball goal is allowed per lot.
- (i) The use of basketball goals may not become an annoyance to neighbors. In placing goals beside driveways and in the back yard, consideration must be given to noise levels at the adjacent neighbor's home and the affect of balls missing the backboard.

2.4 Birdhouses

- (a) Birdhouses may be installed in the back yard in a location that is not visible from the street in front of the house.
- (b) Birdhouses may not be placed closer than five (5) feet from any property line adjacent to another lot. Birdhouse may be placed up to the rear property line where there is no rear neighbor. Any birdhouse must be mounted within the property lines.
- (c) No more than two (2) birdhouses may be installed on a lot. This section does not apply to bird feeders.

- (d) The maximum size of an individual birdhouse is two (2) feet wide by two (2) feet deep and two (2) feet high.
- (e) The maximum height for a birdhouse is fourteen (14) feet from the ground to the top of the birdhouse.
- (f) The materials and colors of each birdhouse must be harmonious with the home and other improvement on the lot.

2.5 Buildings

- (a) A "building" is defined as the main residence situated on a lot, and includes any bona fide additions such as a garage, even if detached from the main structure. It does not include any other detached structure such as a storage shed, gazebo or playhouse/fort.
- (b) A "detached garage" refers to a garage which is a free standing building and which does not share a common wall with the residence, although it may be connected to the residence by a covered walkway and may be architecturally treated so as to appear to be a part of the residence building rather than a separate structure. No garage may exceed in height the dwelling to which it is appurtenant. Every garage must correspond in style and architecture with the dwelling.
- (c) Only residential buildings and attendant improvements may be constructed on lots. This prohibits the placement of mobile homes or trailers, or the use of lots for garage apartments or apartment houses. No building of any kind, with the exception of storage buildings or children's playhouses, may ever be moved onto a lot – only new construction is allowed.
- (d) No building may be erected, altered, or permitted to remain on any lot other than one detached single family dwelling used for residential purposes only and not to exceed two stories in height. All residences must have an attached or detached enclosed garage for not less than two nor more than three cars.
- (e) The minimum livable area (i.e. air conditioned space), exclusive of open porches and garages, is shown in the table below:

Section	One Story House Minimum sqft	Two Story House Minimum sqft
Colony Bend section 1	1,500	2,000
Colony Bend section 2	1,500	2,000

Colony Bend section 3	1,650	2,000
Colony Bend section 4	1,650	2,000
Colony Grant section 1	1,650	2,000
Williams Grant section 1	2,000	2,400
Williams Grant section 2	2,000	2,400

2.6 Building Lines and Easements

- (a) No structure shall be located on any lot nearer to front, rear or side property line than the minimum building setback lines shown on the recorded plat.
- (b) No portion of the living area of a structure, excluding an attached garage, shall be located nearer than fifteen (15) feet to the rear property line.
- (c) No structure, including a garage, may be located nearer than five (5) feet to any interior side property line except in the cases described in part (d) below.
- (d) In Colony Bend sections One and Two and Williams Grant sections One and Two only, an attached or detached garage located more than 60 feet from the front lot line may be located as close as three (3) feet from an interior property line.
- (e) No structure, including a garage, may encroach on any easement on the lot.
- (f) For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a residence; provided, however, that this shall not be construed to permit any portion of the structures on a lot to encroach on another lot.
- (g) Each main residence building must face the front building line.
- (h) No lot may be resubdivided into total lot area less than the area shown below:

Section	Minimum Lot Area (sqft)
Colony Bend section 1	7,400
Colony Bend section 2	7,400
Colony Bend section 3	6,600

Colony Bend section 4	6,600
Colony Grant section 1	6,600
Williams Grant section 1	8,500
Williams Grant section 2	8,500

2.7 Building Materials

- (a) The exterior walls of each residential unit must be at least fifty-one (51) percent brick, stone, other masonry or stucco, excluding detached garages, gables, windows and door openings. Cement board siding is not considered a masonry product for the purpose of this paragraph.
- (b) Stone used on any lot must be native Texas stone and must compliment the style of the architecture and conform to the color scheme of the dwelling.
- (c) All other exterior walls of the home, excluding doors and windows, must be wood, cement board or, with advance ACC approval, vinyl siding. Aluminum siding is specifically prohibited except for trim work in an approved vinyl siding application.
- (d) Vinyl siding panels must comply with ASTM D-3679. All vinyl siding must be class I under the standard with a minimum thickness of 0.044 inches. Installation must be performed by a reputable contractor in accordance with the "Rigid Vinyl Siding Application Manual" published by the Society of Plastic Industry. The minimum length of uncut siding pieces must be 12.5 feet and the installer should attempt to minimize the number of exposed joints.
- (e) No lot may be used for the storage of any materials whatsoever, except that material used for construction of improvements may be placed upon the lot at the time construction is commenced.
- (f) Building materials may remain on lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials must either be removed from the lot or stored in a suitable enclosure on the lot. Under no circumstances may building materials be stored on the streets.
- (g) Equipment for the storage or disposal of such waste materials used in the construction of improvements may be placed upon

the lot at the time construction commences and may be kept there for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which the materials must be removed from the lot.

2.8 Burglar Bars

- (a) Exterior burglar bars are not allowed on any doors or windows visible from public view.
- (b) Interior burglar bars visible from public view may be approved by the ACC based on appearance and screening.
- (c) Wrought iron gates enclosing the front entry area will be considered on a case-by-case basis based on the design of the entry. A metal gate attached to the front door frame would be considered burglar bars and is not allowed.

2.9 Business Use of Homes – All properties in the community are for single family residential use only and no lot is to be used for business, professional, commercial or manufacturing use of any kind. The following guidelines are established to determine whether a use of a lot is in violation of the intent of the deed restrictions. A use shall be considered in violation if any one of the conditions listed below materially exists.

- (a) Signs are placed on or around the lot indicating a business (whether or not for profit) is being conducted from the lot.
- (b) Promotional material is being used or distributed which indicates a business (whether or not for profit) is being conducted from the lot. The use of a residential phone number would not constitute a violation of this guideline but the use of the property address would. Normal business stationary and cards are not considered promotional material for these purposes.
- (c) The lot is being used in such a manner to routinely cause an excessive flow of traffic to the lot or an increased amount of parking on or around the lot.
- (d) Chemicals or materials are being used, produced or stored at the lot which are not generally for residential use.
- (e) Quantities of chemicals or materials are being used, produced or stored at the lot in excess of normal residential requirements.
- (f) Excessive amounts of waste materials are being stored or generated from the lot.

- (g) An activity or condition exists at the lot that is offensive or noxious to the community by reason of odor, fumes, dust, smoke, noise or pollution.
- (h) An activity or condition exists at the lot that is hazardous by reason of excessive danger of fire or explosion.
- (i) An activity or condition exists at the lot which creates an increased liability to other property owners or to the Association.
- (j) Employees, contractors or other agents associated with the Owner or Occupant of the lot travel to the lot and conduct business or carry out their business activities at the lot.
- (k) The lot is being used for an activity that is illegal or immoral, as that term may be currently defined by the Courts of the State of Texas.
- (l) An activity or condition exists at the lot which attracts an undesirable element to the community.

2.10 Decks – A deck is defined as a low but above-ground walking and seating area that may be attached to a structure or free-standing. A high walking and seating area attached to the 2nd story of a house is referred to as a balcony. A ground level walking and seating area, typically made from concrete or brick pavers, is referred to as a patio.

- (a) Decks may only be installed in the back yard. Decks may not be built over side or rear setback lines as shown on the plat for the lot. Decks may not encroach into any utility easement shown on the plat for the lot unless the utility companies involved have granted their written consent to such encroachment.
- (b) No deck may be constructed in a location or in a manner that would impeded the flow of water off of the lot or cause water to flow onto an adjacent lot.
- (c) Decks must be constructed of wood or a wood-composite material. The ACC may consider other materials if appropriate for the application. Wood decks must be built with treated wood or naturally insect/rot resistant wood (e.g. redwood or cedar).
- (d) Decks may be stained, painted, sealed or left untreated. Any colored stain, paint or sealant must be approved in advance by the ACC.
- (e) The walking surface of decks may not be higher than eighteen (18) inches above ground level. A deck may have built in

benches and/or railings installed at the natural height for those items.

- (f) All decks must be maintained in a sound and attractive manner. Any decks falling into disrepair must be promptly repaired or removed.

2.11 Decorative Embellishments – Decorative embellishments are any items which are not part of the main residential structure, garage or living landscaping at the property and are placed for decorative reasons. Flags and flagpoles are addressed separately in section 2.15.

- (a) Small sculptures, potted live plants, benches and decorative items may be placed on the porch area of the home. Potted live plants may also be placed on the driveway behind the front plane of the house as long as they do not block the garage door.
- (b) A reasonable number of small decorative items, such as clay figures or stepping stones, may be placed in mulched beds in public view as long as the items are no taller than 12 inches, are tasteful and blend in with the shrubbery bed.
- (c) After review, the ACC may allow a bench to be placed in public view in an area other than the front porch. Any such approved bench would typically be small, attractive, behind the front plain of the house and not blocking the garage door.
- (d) Other than as listed above, in all other areas visible from public view, there may be no decorative appurtenances placed such as swings, sculptures, fountains, wind chimes, birdbaths, birdhouses, birdfeeders, synthetic plants, or other decorative embellishments.
- (e) Christmas, holiday or other festive decorations of a temporary nature are exceptions. Decorations may be installed no sooner than four (4) weeks prior to the date of the holiday and must be removed no later than four (4) weeks after the date of the holiday.
- (f) House numbers may be placed on the house but not on any type of freestanding structure in the front yard. Numbers should be between three (3) and six (6) inches high and made of metal, tile, wood or molded plastic. The numbers should be uniform in color and black, white, metallic or a color complimentary to the house. This paragraph does not prohibit affixing house number to the mailbox or painting them on the curb to match the community standard.

2.12 Driveways and Sidewalks

- (a) All concrete additions must comply with building codes and ordinances relative to placement, materials, thickness, reinforcement, curb cuts, etc. Rebar or wire mesh reinforcement is required. Control joints are required every 10 feet. All concrete additions adjacent to existing concrete, other than house or garage foundations, must be attached with rebar dowels to the existing concrete.
- (b) The width of the driveway between the front building line and the street may not exceed twenty (20) feet.
- (c) Driveway additions or extensions must be the same width from the curb to the front building line of the house.
- (d) No driveway extension, addition or modification may be wider than the width of the garage.
- (e) Driveways may be no closer than three (3) feet to the side property lines.
- (f) Any concrete work must not appear "added" in appearance and must follow the same design configuration (i.e. expansion joints, placement, shape of concrete sections, comparable concrete finish, etc.) as the original driveway. The concrete must have a light broom finish and shadow box edging on areas visible from public view.
- (g) Concrete may not be stained or painted.
- (h) Circular driveways or parking areas in front of the house are specifically prohibited unless approved in advance by the ACC. A request for any such addition must be accompanied by landscaping plans to address the appearance.

2.13 Fence Gates

- (a) Wood fences must have wood picket gates to match the existing fence in style and height. Ornamental iron (wrought iron, steel or aluminum) fences must have ornamental iron gates to match the existing fence in style and height. Masonry walls may have either wood or ornamental iron gates to match the wall in height.
- (b) Gates across driveways may be wood or ornamental iron. Wood driveway gates must have a picket design to match the fence around the house and may not exceed the height of the adjacent wood fence or six (6) feet if there is no adjacent wood fence. Wood gates must have sufficient structural support to prevent

sagging and leaning. Ornamental iron driveway gates must be six (6) feet tall on the ends but may arch to up to eight (8) feet in the center for decorative purposes, if desired. Ornamental iron gates should be black unless the ACC approves in advance a different color that compliments the house colors.

- (c) Chain link, chicken wire, lattice and louver gates are not allowed.
- (d) Gates may not be installed in such a position that they open up onto a public walkway. If a gate is approved for such a position, it must open into the property.
- (e) Gates may not be installed in the boulevard and common area fences maintained by the Association.

2.14 Fences, Walls and Hedges

- (a) Fences and walls may be constructed from wood (cedar, redwood or pine), ornamental iron (wrought iron, steel or aluminum) or masonry (brick or stone). Plastic, vinyl and other synthetic fencing is specifically prohibited.
- (b) No fence, wall or hedge may exceed eight (8) feet in height. Written approval from the ACC is required for any fence or wall in excess of six and one half (6-1/2) feet.
- (c) For lots backing up to Grants Lake in Williams Grant section One, only fences constructed from ornamental iron not to exceed four and one half (4½) feet in height will be allowed on the property line parallel to the lake bulkhead. There is no requirement for a fence in these locations.
- (d) No hedge in excess of three (3) feet, fence or wall may extend in front of the house on the lot or the house on the lot adjacent to the fence. In the context of this guideline, a hedge is a continuous row of shrubbery planted with the purpose of forming a wall or barrier. Shrubbery beds and other normal landscaping materials in front of a house are not considered a hedge.
- (e) All fences which are visible from public view or are adjacent to a common area must have the pickets installed on the side facing the public or common area.
- (f) A chain link fence is only allowed if it is fully concealed from public view within a wood fenced back yard. A fence of this type might be used for a dog run or to enclose a swimming pool.

- (g) Any painting, staining or varnishing of fences must be approved by the ACC. If approved, all adjacent fences must be coated with the same material and color. For a fence that crosses a side property line to connect two houses, this means that the fence on both sides of the property line must be coated.
- (h) Any request to extend an existing fence, wall or hedge forward from its existing location must be submitted with the written consent of the adjacent neighbor unless there is no adjacent neighbor as in the case of a corner lot. If both neighbors do not concur as to a proposed fence, wall or hedge extension, the ACC will examine the effect the extension will have on both properties and make a final decision.

2.15 Flags and Flagpoles

- (a) Up to two seasonal, holiday, decorative, college, Texas or United States flags may be flown at a property. Subject to the conditions below, flags may be attached to a poles mounted on the house or on a small holder within the front shrubbery bed. In addition, Texas or United States flags may be attached to a freestanding flagpole mounted no closer to the street than ten (10) feet in front of the house.
- (b) For poles attached to the house, the maximum length is six (6) feet. The pole must be a commercially made flagpole (typically aluminum). The maximum flag size is fifteen (15) square feet.
- (c) For small decorative flag holders in shrubbery beds, the holder may be no higher than four (4). The holder must be commercially made for that purpose. The maximum flag size is four (4) square feet.
- (d) For freestanding flag poles, the pole may be no higher than fifteen (15) feet. The flagpole must be commercially constructed of steel or aluminum and installed securely in the ground so it remains straight. Only one freestanding pole is allowed although two flags can be flown on the pole. The maximum flag size is twenty-four (24) square feet.
- (e) Holiday flags may be displayed up to four (4) weeks in advance of a holiday and must be removed within four (4) after the holiday. Any torn, tattered or noticeably faded flags must be promptly removed or replaced. Poles without a flag must be removed although a wall bracket may remain without a pole and flag.

- (f) No flag which is offensive to the community may be flown or displayed at any time. Offensive would be that which is resentful, displeasing, highly irritating, angering, repugnant or insulting to an ordinary person.

2.16 Garage Conversions

- (a) Garages may not be converted into living space or storage space which precludes their primary use for the storage of vehicles.
- (b) Only one garage structure for two or three vehicles is allowed on each lot. Additional garages are not permitted.
- (c) Any workshop, potting shed, greenhouse or other attachment to a garage must be approved by the ACC.
- (d) Aluminum, sheet metal or fiberglass carports are not permitted.

2.17 Garage Sales

- (a) Garage sales are highly discouraged because of aesthetic and security reasons.
- (b) If more than two (2) garage sales are held at a property within a one (1) year period, the activity may be pursued as a business being operated out of the home.
- (c) Materials may not be brought to the property for the purpose of resale from the property.
- (d) No signs may be erected on any common areas within the community including on utility poles or on esplanades. One sign may be placed in the front yard of the property during the hours of the sale. Vehicles with signs advertising the garage sale may not be parked at community entries, intersections or locations away from the property.

2.18 Landscaping

- (a) Landscaping is defined as plants, trees, shrubs, flowers, mulch, and landscape borders. Landscaping is generally not subject to ACC review except in circumstances wherein such landscaping is intended to accomplish a structural objective (such as a hedge or visual barrier), is visually objectionable or not in harmony with the surrounding neighborhood, or is specifically referenced in the deed restrictions.
- (b) Landscaping on properties must be maintained to at least the same level as was originally installed by the builder. Landscaping in the front beds must fully screen the foundation

of the house facing any street. Dead or diseased shrubbery must be removed and replaced.

- (c) A minimum of two (2) trees is required in each front yard. The front yard includes areas on the sides of the house in front of a fence enclosing the backyard and the area between the sidewalk and the street.
- (d) Dead or diseased trees must be removed with the stump ground below grade and sodded over. Replacement trees must be a minimum of 30 gallons in size when planted.
- (e) Trellises, window boxes, arbors and permanent brick borders in public view must have ACC approval.
- (f) Landscape timbers, bricks without mortar and other landscape borders do not need ACC approval unless they exceed one (1) foot in height.

2.19 Lighting

- (a) Exterior decorative lights, security lights or floodlights must be directed so as to not shine onto a neighboring property. Any light which is a nuisance to neighbors will not be permitted.
- (b) No security light fixture may be mounted above the eaves of the house or garage or more than ten (10) feet above the ground.
- (c) Security lights may not be mounted on poles, fences, trees or structures other than the house or garage.
- (d) Mercury vapor or fluorescent lights may be attached to the back of the house or the garage as long as the light fixture is not visible from public view. Requests for installation of bright security lights in back or side yards which significantly spill over into neighboring yards must be accompanied by written approval from the affected neighbor.
- (e) Gas or electric post lights may be in front or back of house. Such lights must be no taller than eight (8) feet in height and the illumination must be a low wattage. The color of the post must be black. The ACC may approve a different color if it compliments the house colors.
- (f) Low voltage landscape lighting is allowed with white or amber lamps. Colored filters may be temporarily placed on the lights during holiday periods not to exceed four (4) weeks.

- (g) Holiday lighting of a temporary nature may be installed on the structure or around the property. All such lighting, including bulbs, fixtures, wiring, clips, stands, etc., must be removed within four (4) weeks of the end of the holiday.

2.20 Mailboxes

- (a) A variety of mailboxes are allowed: brick structure with a metal or plastic box insert, standard metal or plastic box on a wood post, standard metal or plastic box on a metal post, or a decorative cast metal mailbox and post. Plastic mailboxes where the post and box are integrated into one piece are not allowed. Mailboxes must have doors – open-ended boxes are not allowed.
- (b) Mailboxes must be uniform in color and black, white, metallic or a color to compliment the house. Multi-color and artwork mailboxes are not allowed.
- (c) Mailboxes must be maintained in good condition. Broken, dented or damaged boxes must be replaced. Rusted, faded or stained mailboxes must be cleaned, repainted or replaced. Leaning mailboxes must be secured in a vertical position. Mailboxes must be mounted at the height required by the U.S. Postal Service: a vertical height of between 3.5 feet and 4 feet from the road surface. The front end of the mailbox should not extend beyond the street edge of the curb.

2.21 Maintenance by Association

- (a) In some cases, the Association may go onto private lots to cure certain violations if the owner or occupant has failed to do so. Prior to taking such action, the Association must give the owner written notice at least ten (10) days in advance. It is the Association's policy to send at least one certified letter to the owner of record, clearly stating the work needed, the timeframe in which it must be completed, the remedy that it will be assigned to a contractor and that the costs will be billed back to the owner.
- (b) Forced maintenance may be used on the categories of deed restriction violations listed below. The decision to use forced maintenance will be made on a case-by-case basis depending on the circumstances of a particular violation.
 - a. Lawn care including mowing, edging, bed weeding and shrubbery pruning
 - b. Tree pruning and removal of dead wood

- c. Fence and gate repairs
 - d. Trash removal
 - e. Mildew cleaning from walls, fences and exterior house/garage surfaces
 - f. Graffiti cleaning from the residence, garage, walls, fences and concrete surfaces
- (c) On any forced maintenance, the full cost of the work plus an administrative fee will be billed back to the owner's account. Collection of the maintenance costs will be done per the Association's standard collection procedures.

2.22 Maintenance of Improvements

- (a) All buildings must be kept in good repair and must be painted when necessary to preserve their attractiveness. Rotted or damaged wood must be replaced and repainted as needed. Faded, peeling or discolored wood must be repainted. Mildewed, stained or dirty siding or brick must be cleaned.
- (b) Fences must be maintained in good condition. Broken, rotted or missing pickets must be promptly replaced. Any fences or walls which are leaning noticeably must be returned to vertical.
- (c) Sidewalks and driveways must be maintained in good condition. Broken concrete or sections which have lifted or settled to create a trip hazard must be replaced. Excessive oil or rust stains, mildew or dirt must be cleaned. Staining or discoloration will be considered excessive when it is clearly noticeable and more than would exist with normal care.
- (d) All other improvements or alterations to the property, such as exterior lights, gutters, downspouts, screens, window covers, antennae, play equipment, decks, patio covers, etc., must be maintained in good condition, replaced or removed.

2.23 Maintenance of Landscaping

- (a) The owners or occupants of all lots shall, at all times, maintain the lawn and landscaping in a sanitary, healthful and attractive manner. This includes mowing the lawn, edging all areas where grass meets concrete, trimming around beds, fences and buildings, keeping beds free of weeds, keeping a clear delineation between beds and lawn, keeping expansion joints free of grass, trimming shrubbery and pruning trees.

- (b) Trees should be pruned so that branches are a minimum of seven (7) feet over sidewalk, nine (9) feet over the curb and fourteen (14) feet over the center of the street. Suckers growing from the ground and trunks of trees should be removed.
- (c) Any dead or damaged landscaping should be promptly replaced. Landscaping and lawns should be treated for insects, fungus and other problems as needed.
- (d) Dead or damaged trees, which might create a hazard to property or community shall be promptly removed or repaired.

2.24 Nuisances and Annoyances

- (a) No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done which may be, or may become, an annoyance or a nuisance to the neighborhood.
- (b) No activity, whether for profit or not, shall be conducted on any lot which is not related to single family residential purposes.
- (c) No condition shall be allowed to exist or continue on a lot which would detract from the community.
- (d) Except in an emergency, outside construction work and noisy inside construction work shall only be done between the hours of 7:00 a.m. and 10:00 p.m.

2.25 Obstructions

- (a) To maintain sight lines at intersections, no fence, wall, hedge, shrub planting or other thing shall be installed, planted or maintained which obstructs sight lines at elevations between two (2) feet and six (6) feet above the street within the twenty-five (25) feet from the intersection.
- (b) Trees must be pruned to City of Sugar Land standards to prevent hazards to pedestrians and vehicles. Trees must be at least seven (7) feet over sidewalks, nine (9) feet over the curb and fourteen (14) feet over the center of the street.
- (c) Trees must be pruned away from traffic signs and street signs to maintain clear visibility.

2.26 Outbuildings – An "outbuilding" is defined as any structure which is not attached to the main structure. This definition includes structures such as storage buildings, greenhouses, bathhouses and gazebos. It does not include attached additions incorporated into the main residence or detached garages.

- (a) Storage buildings should have a peaked roof, no higher than eight (8) feet from the ground to the highest point, and a maximum of one hundred and twenty (120) square feet of floor space. Other types of outbuildings must generally be no more than eight (8) feet high and one hundred and twenty (120) square feet of floor space although the ACC may approve larger dimensions on a case-by-case basis depending on the type of structure.
- (b) Outbuildings must be placed in the rear yard behind a solid wood fence. Outbuildings are not allowed on unfenced rear yards. The structure must be kept a minimum of five (5) feet from any property line. Any outbuilding visible from public view should be placed to minimize the amount seen from public view. No outbuilding should block drainage on a lot or divert drainage onto an adjacent lot.
- (c) Any outbuilding placed on a concrete slab on top of a utility easement will not be considered portable and will require written approval from all utilities with access to the easement. The ACC may approve an outbuilding without a slab which encroaches on an easement but such placement is at the owner's risk.
- (d) No storage building can be built up against any side or rear wall of a home unless its maximum height is less than six (6) feet and it is not visible above the fence.
- (e) If the storage building is under six (6) feet and fully hidden from public view by a solid fence, it may be placed in the side yard provided it is at least five (5) feet from the property line.
- (f) The colors should match or be consistent with the predominant exterior colors of the main residence.
- (g) Materials should match those of the main residence in both size and color, however, the ACC will consider small prefabricated metal storage buildings providing the color is consistent with the main residence and it is fully screened from public view.

2.27 Painting and House Colors

- (a) Any changes in the color scheme of a building must be approved in writing by the ACC. The color of the brick and the style of house may be considerations in the decision of the ACC.
- (b) Exterior paints and stains for each residence shall be selected to compliment or harmonize with the colors of the other materials

with which they are used. The color scheme for a home may contain one, two or three colors for the base, trim and accent colors. The base color would typically be used on the siding, soffit, pillars and garage doors. The trim color would typically be used on window trim, door trim, fascia and gutters. Accent colors would typically be used on shutters and front doors.

- (c) Siding and trim colors should generally be white or earth tones (i.e. brown, tan, beige or gray). Soft and muted pastel colors may also be acceptable.
- (d) Bold and primary colors, such as blues, reds, greens or yellows, are not allowed.
- (e) Garage doors, including prepainted metal doors, must be painted to match the house colors.
- (f) Front doors must be maintained. They may be stained a natural wood color or painted to match the house colors.
- (g) The bricks on homes may not be painted without specific approval from the ACC.
- (h) Flat and gloss paint should not be used on the exterior of the house.

2.28 Patio Covers

- (a) Patio covers should be constructed from materials which compliment the style and color of the main residential structure. Patio cover roofs may be constructed with plywood and shingles, wood slats, wood or synthetic lattice, or aluminum. Fabric, fiberglass, plastic and other synthetic materials are specifically prohibited.
- (b) Prefabricated covers made of aluminum may be approved providing they are of a color that substantially matches the house colors. Unfinished aluminum is not allowed. All metal must be painted.
- (c) If a lattice or slatted cover is used, the wood may be painted, stained or left to weather naturally. Only treated wood, redwood or cedar may be left to weather naturally - any other wood must be painted or stained. All patio cover material (lattice or wood slats) must be completely framed in so that no raw edges of material are visible. Clear fiberglass or plastic, to provide rain protection, may only be used if completely covered with wood framing and lattice or wood slats.

- (d) If attached to the house, the patio cover must be integrated into the existing roof line (flush with eaves) and if it is to be shingled, the shingles must match the existing roof. The entire patio cover and posts should be trimmed out to match the house. Supports must be brick, painted wood or metal columns. No pipe is allowed.
- (e) Maximum height at the peak of the roof shall be no higher than the roof of the dwelling unit to which the patio cover is attached.
- (f) A patio cover may not cross a building setback line. A patio cover may not encroach into any utility easement.
- (g) Patio covers must be situated on the lot to provide drainage solely onto the owner's lot. If a proposed solid patio cover is less than five (5) feet away from a side lot line, it must have gutters with downspouts.

2.29 Play Equipment

- (a) All play equipment must be at least five (5) feet from all property lines and must be located at the rear of the house and behind a fence or otherwise screened from public view from public view. The ACC will consider neighbors' privacy in approved a specific location.
- (b) A playhouse/fort must not have a roof higher than twelve (12) feet. If a fort has a platform, then the platform can be no higher than six (6) feet off the ground.
- (c) Swing sets may have a maximum height of eight (8) feet.

2.30 Roof Attachments

- (a) Wind turbine vents must be mounted in the rear portion of the roof so that they are not visible from the front or above the roofline.
- (b) The wind turbine vents and roof stacks must be a color which will blend with the shingle color or be painted to match the shingle color.
- (c) Roof mounted solar panels are not allowed. The ACC may approve ground mounted solar panels which are not visible from public view.

2.31 Roof Material

- (a) All buildings shall be roofed with composition shingles unless approved in writing by the ACC. Composition shingles must be

a minimum of 230 pounds of a laminated design with a textured appearance. Three-tab style shingles are specifically prohibited. Wood shingles are specifically prohibited for safety reasons.

- (b) Tile, built up roofs, aluminum simulated shingles or tile may be approved by the ACC provided the materials, color and design compliment the style of the home and do not stand out in the community.
- (c) Roof materials must be dark brown or dark gray tones. Light brown, light gray, blue, green and red colors are not allowed.

2.32 Room Additions

- (a) Exterior materials and colors should match the house.
- (b) Room additions may not encroach into any utility easement and must comply with all setback requirements for buildings.
- (c) The allowed size and shape will depend on architectural style and layout of home, size of the lot and how well room addition integrates with existing home. Plans for room additions must show room size in proportion to room dimensions of the residence. The roof of the addition must integrate with existing roof line so as to appear to have been part of the original house.
- (d) Building permits, as required by the municipalities (city, county, etc.), must be submitted with the application. In some instances, the ACC will grant a conditional approval with the provision that a copy of the permit must be provided to the ACC prior to construction beginning.
- (e) Balconies may also be permitted and must be approved prior to construction.

2.33 Signs: Other Than Political Signs

- (a) No signs, billboards, posters or advertising devices of any character shall be erected or displayed to the public view on any lot except for one (1) sign of not more than five (5) square feet advertising the property for sale or for lease.
- (b) Contractor signs advertising work being done at a property are not permitted.
- (c) One (1) sign which gives notice of a home security system is permitted if placed at or near the front entrance and are no larger than 144 square inches. In addition, one (1) window/door sticker

may be placed on each side of the house which gives notice of a home security system.

- (d) One (1) small "No Soliciting" sign up to 24 square inches in size may be placed on the home adjacent to the front entry doorbell. One (1) small "Beware of Dog" or similar sign up to 96 square inches in size may be placed on the fence gate to the backyard.
- (e) One (1) school spirit (sport or activity) sign may be placed in a front window of the house. School spirit signs may not be placed in the yard.
- (f) Lost pet signs and garage sale signs are not permitted on the common areas.

2.34 Signs: Political Signs – Chapter 202.009 of the Texas Property Code addresses political signage within property owners associations in the state of Texas. It is the intention of this section to provide guidelines in compliance with the law.

- (a) Political signage covered by these guidelines includes signs advertising a specific candidate or ballot issue in an election in the precinct in which the property is located.
- (b) One or more political signs advertising a political candidate or ballot item for an election may be displayed as early as 90 days before the date of the election and must be removed no later than 10 days after that election date.
- (c) Political signs unrelated to a candidate or ballot issue for an upcoming election may not be displayed at any time. Issue oriented signage which does not name a specific candidate or ballot issue for an upcoming election may not be displayed at any time.
- (d) Only one sign at a time may be displayed on a property for each candidate, or pair of candidates in the case of a presidential election, or ballot item.
- (e) Signs may be no larger than four feet by six feet.
- (f) Signs must be ground mounted with small wood or metal stakes and the top of the sign may be no higher than six feet above the ground. Signs may not be painted onto architectural surfaces such as buildings, walls or fences. Signs may not be attached to buildings, structures, walls, fences, trees, landscaping, utility poles, vehicles, trailers or other objects. Bumper stickers and

other such materials adhered to and flush with the surface of passenger vehicles are not prohibited by these guidelines.

- (g) Signs must be made of standard political signage materials and may not contain roofing material, siding, paving materials, flora, balloons, lights or any other similar building, landscaping, or nonstandard decorative component.
- (h) No sign may be displayed which is accompanied by music or other sounds or by streamers, balloons or lights or is otherwise distracting to motorists.
- (i) No sign may be displayed which contains language, graphics, or any display that would be offensive to the ordinary person.
- (j) No sign may be placed in a manner which violates any law or threatens public health or safety.
- (k) Any sign or signs displayed in violation of these guidelines may be removed by the Colony Grant Homeowners Association or its agents without liability in trespass or otherwise.

2.35 Storm Doors

- (a) The frames of storm doors must be of a color compatible with the exterior house colors and/or general use and appearance of the house. All storm doors visible from public view must be a full view with clear glass. No screen doors are allowed on doors visible from public view.

2.36 Swimming Pools and Spas

- (a) No underground portion of a pool or spa of any type may encroach into any utility easement. The surface deck surrounding the pool or spa may encroach on a utility easement if written consent to encroach is provided from each utility company with access to the easement.
- (b) No underground portion of a pool or spa of any type may be closer than five (5) feet from a side or rear property line. The pool deck may be as close as three (3) feet from a property line provided provisions are made to maintain proper drainage.
- (c) All pool mechanical equipment, such as pumps and filters, must be screened from public view by a solid wood fence or landscaping.
- (d) All private swimming pools and spas shall be completely enclosed by a solid wood or wrought iron type fence enclosure

being not less than four (4) feet, nor more than eight (8) feet in height and having pickets spaced not more than four (4) inches apart. All gates must have self-closing and self-latching operation and must be of the same design and material as the adjacent fence. As a safety precaution, no external surface of the fence should provide a handhold or foothold.

- (e) Above ground pools, other than small, portable children's pools, are not permitted.
- (f) A City building permit must be obtained in advance of any pool construction. Inspections during construction may be required by the City.
- (g) If access over an area maintained by the Association is required during construction, then a \$1,000 deposit must be posted with the Association prior to approval of the plans and construction. The deposit will be refunded if the area is returned to a satisfactory condition, in the sole opinion of the Association. The Association may retain some or all of the deposit to make any repairs necessary as determined by the Association. The deposit does not limit the owner's liability for damage to the common areas.
- (h) Pool water must at all times be maintained in a sanitary and safe condition.

2.37 Trash Storage and Disposal

- (a) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (b) In no event may a lot be used for storage of materials and equipment which are not appropriate for normal residential requirements or incident to construction of improvements at the property.
- (c) Trash containers, recycle bins, garbage, trash, rubbish, lawn clippings or other debris (herein "Trash") must be stored out of public view from any street or common area at all times other than as described in item (d) below.
- (d) Trash may be placed in the vicinity of the curb, but not in the street and not blocking the sidewalk, no sooner than 6:00 p.m. on the evening prior to the regularly scheduled pickup date.

Empty trash containers must be removed from the curb and from public view by the end of the day of the pickup.

- (e) Items that are not accepted for pickup by the trash collection contractor may not be placed at the curb at any time. Items placed at the curb must comply with any rules set by the trash collection contractor (e.g. bundling, weight, length, etc.).

2.38 Vehicle Storage

- (a) Vehicles, other than passenger cars and passenger trucks, are not permitted to park on driveways or streets for more than a twelve (12) hour period. This includes, but is not limited to, boats, trailers, commercial trucks and recreational vehicles. Such vehicles may be kept on the property for longer periods if they are completely screened from public view within a garage or behind a solid fence.
- (b) Item (a) above does not apply to any vehicle, machinery or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.
- (c) Any passenger cars or passenger trucks which are inoperable or unused must be stored completely out of public view within a garage or behind a solid fence. A vehicle is deemed to be inoperable if it is mechanically unable to safely run (e.g. flat tire, wrecked, parts hanging from vehicle, missing windshield) or cannot legally operate on the public streets (e.g. expired registration, expired inspection, no plates). A vehicle is deemed to be unused if it remains parked at the property in public view for a period exceeding thirty (30) days.

2.39 Window Air Conditioners

- (a) Window air conditioners are only allowed in positions where they are completely concealed from public view and below a fence line.

2.40 Windows: Awnings and Window Shades

- (a) Awnings are permitted on the rear windows of a house and must be of the same color as the house. Awnings on playhouses or used as patio covers must be of the same color as those on the house. In all cases, colors must match or compliment the primary color of the house. Once installed, awnings are to be maintained in excellent condition at all times.

- (b) Metal and wooden slat-type exterior shades are not permitted on the front or side of the house. All exterior shades must be approved by the ACC prior to installation. In all cases, colors must match or compliment the primary color of the house. After installation, they must be kept in excellent condition at all times.

2.41 Windows: Solar Film – Solar film is a thin plastic sheet applied to the inside of windows. It is attached to the windows with a special adhesive. The purpose of solar film is to reduce the light and temperature within the house. This is essentially the same material used to on commercial office buildings and to darken vehicle windows.

- (a) Solar film, or window tinting, is allowed on windows only if they blend with the brick, paint and roof colors. Only one color of solar film may be used on a house.
- (b) The color and appearance of solar film must be approved by the ACC. Samples of solar film must accompany each application.
- (c) Solar window film must be a low-reflective type.
- (d) If any window is covered on one side of the house then all windows on that side must be covered. If the solar film is removed from one window, it must be replaced or the film must be removed from all windows on that side of the house.
- (e) Solar film must be maintained in good and attractive condition. Discolored, faded, torn or bubbled film must be promptly replaced. Any such replacement must match the remaining film.

2.42 Windows: Solar Screens – Solar screens are a fabric, mesh material stretched across lightweight frames that is installed on the outside of windows with the purpose of reducing the light and temperature in the house. Except for the fabric, they are very similar in appearance and installation to conventional windows screens.

- (a) The color of the solar screen fabric must be harmonious with the house colors, brick and other architectural elements. Fabric colors must generally be dark gray or dark brown unless specifically approved otherwise by the ACC. The color of the frames must match the underlying window frames unless specifically approved otherwise by the ACC. All solar screens on the home must have the same fabric and frame color.
- (b) All solar screens which are installed in a location visible from public view must include decorative grids that match the individual window panes on the underlying window. If an

underlying window does not have individual window panes, the solar screens may still have decorative grids of matching color.

- (c) If any window is covered on one side of the house then all windows on that side must be covered. If any solar screen on one side of the house has decorative grids then all solar screens on that side must have decorative grids.
- (d) If front doors have clear glass side panels or transoms (glass above the door frame), then those windows must also be covered if solar screens are placed on the front of the house. Leaded glass, stained glass and other decorative glass or windows may not be covered with solar screens.
- (e) The width of the screen frames must match the underlying individual window size (i.e. double width screens are not allowed). Frames must have adequate support to prevent sagging.
- (f) Prior to installation, solar screen materials, colors and placement must be approved by the ACC. A color photograph of each side of the house proposed to receive solar screens must be submitted with the application.

2.43 Windows: Storm and Replacements

- (a) The frames of storm windows must be of a color compatible with the exterior house colors and/or general use and appearance of the house. All windows facing the same direction on the house must be consistent.
- (b) Individual window panes (typically about 8"x12" in size) or decorative grids to simulate individual panes are not required on windows. However, if a grid appearance is used, all windows facing the same direction on the house must be consistent.
- (c) Unless otherwise approved, windows must be clear, uncolored glass.

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
COLONY GRANT HOMEOWNERS ASSOCIATION

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

THIS DECLARATION, made on the date hereinafter set forth by SUGARLAND PROPERTIES INCORPORATED, a Texas corporation, hereinafter referred to as "declarant", and Perry Homes, Inc., and Bratten Construction, Inc. hereinafter referred to as "builders",

W I T N E S S E T H :

WHEREAS, declarant and builders are the owners of certain property situated in Fort Bend County, Texas is more particularly described as:

Lots 1 thru 23, both inclusive in Block 1
Lots 1 thru 7, both inclusive in Block 2
Lots 1 thru 2, both inclusive in Block 3
Lots 1 thru 2, both inclusive in Block 4
Lots 1 thru 2, both inclusive in Block 5
Lots 1 thru 29, both inclusive in Block 6
Lots 1 thru 33, both inclusive in Block 7
Lots 1 thru 2, both inclusive in Block 8
Lots 1 thru 37, both inclusive in Block 9
Lots 1 thru 2, both inclusive in Block 10
Lots 1 thru 42, both inclusive in Block 11
Lots 1 thru 2, both inclusive in Block 12
Lots 1 thru 47, both inclusive in Block 13
Lots 1 thru 2, both inclusive in Block 14
Lots 1 thru 25, both inclusive in Block 15
Lot 1, Block 16

All of said lots being in Colony Bend, Section One according to map or plat thereof recorded in Volume 20, Page 10, Map Records of Fort Bend County, Texas.

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

ARTICLE I

DEFINITIONS

Section 1.1 "Association" shall mean and refer to Colony Grant Homeowners Association, a Texas nonprofit corporation, its successors and assigns.

Section 1.2 "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 properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the association.

Section 1.4 "Common Area" shall mean all real property and improvements thereon owned by the association for the common use and enjoyment of the owners. The common area is to be designated at a later date.

Section 1.5 "Lot" shall mean and refer to any numbered lot or plot of land shown in any recorded subdivision map or plat of the properties with the exception of commercial reserves.

Section 1.6 "Declarant" shall mean and refer to SUGARLAND PROPERTIES INCORPORATED, a Texas corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 2.1 Owner's Easements of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lots, subject to the following provisions:

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a) the right of the association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;

b) the right of the association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

c) the right of the association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded;

d) the right of the association to limit the number of guests of owners;

e) the right of the association, in accordance with its articles of incorporation or by-laws, to borrow money for the purpose of improving the common area and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be superior as to the rights of the owners hereunder at the mortgagee's election.

Section 2.2 Delegation of Use: Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the common area to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Every owner of a lot which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 3.2 The association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership including duly annexed areas, or
- b) On January 1, 1987.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation of Assessments: The declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association: (a) annual assessments or charges which shall be payable as hereinafter set forth, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was

the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 4.2 Purpose of Assessments: The assessments levied by the association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties, including, but not limited to, lighting, improving and maintaining the streets and roads, collecting and disposing of garbage and refuse, employing policemen and/or watchmen, caring for vacant lots, esplanades, entrance ways and similar facilities serving the properties, and in doing any other things necessary or desirable which the board of directors of the association may deem appropriate to keep the properties neat and presentable.

Section 4.3 Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Two Hundred Forty and No/100 Dollars (\$240.00) per lot.

a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 5% by a vote two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c) The board of directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.4 Special Assessments for Capital Improvements:
In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in

part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of two-thirds (2/3rds) of each class of members.

Section 4.5 Notice and Quorum for Any Action Authorized

Under Section 4.3 and 4.4: Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6 Rate of Assessment: All lots in Colony Bend, Section One shall commence to bear their applicable maintenance fund assessment simultaneously and lots owned by Declarant are not exempt from assessment. Lots shall be divided into two classes; Class A lots and Class B lots. Class A lots shall be those lots on which a permanent home has been constructed and title to such lot has been conveyed to the resident purchaser thereof. Class B lots shall be all other lots which are owned by Declarant, a builder, or building company and shall be assessed at the rate of one-half (1/2) of the annual assessment above and shall begin to accrue on the happening of either of the following events whichever occurs later:

a) When any lot has been improved with paved street, water, sewer and other utilities, or

(b) On the 1st day of October, 1977.

Section 4.7 Date of Commencement of Annual Assessments:

The entire accrued charge on each Class B lot (determined in accordance with Section 4.6 above) shall become due and payable on the date such lot converts from a Class B lot to a Class A lot by reason of the conveyance of title of such lot to a resident purchaser thereof. The annual assessment charge on Class A lots shall be as hereinbefore provided (according to Section 4.3). The initial charge shall accrue and become due and payable to each lot on the day such lot converts from a Class B lot to a Class A lot by reason of the conveyance of title of such lot to a resident purchaser thereof. The determination of the amount of such initial charge shall be adjusted according to the number of months remaining in the calendar year. The annual assessment on each Class A lot and thereafter shall accrue and become due and payable on the first day of January of each succeeding year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid.

Section 4.8 Effect of Nonpayment of Assessments -

Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclosure the lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the association, of its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of

such liens, including judicial foreclosure by an action brought in the name of the association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants, to the association a power of sale in connection with the said lien. The lien provided for in this section shall be in favor of the association and shall be for the benefit of all other lot owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

Section 4.9 Subordination of the Lien to Mortgages:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.10 Exempt Property: All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 4.11 Insurance:

a) The board of directors of the association may obtain comprehensive public liability insurance in such limits as to shall deem desirable, insuring the association, its board of directors, agents and employees, and each owner, from and against liability in connection with the association's duties, functions and property, if any.

b) The board of directors of the association shall obtain and continue in effect blanket property insurance to insure the buildings and structures in the common area and the association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and said insurance may include coverage

against vandalism.

c) All costs, charges and premiums for all insurance that the board of directors authorized as provided herein shall be a common expense of all owners and be a part of the maintenance assessment.

ARTICLE VI

ARCHITECTURAL COMMITTEE

Section 5.1 No building shall be erected, placed or altered on any lots until the building plans and specifications and a plot plan showing the locations of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finish grade elevation, by an architectural control committee composed of Charles E. Burge, W. F. Burge, III and Richard Carl Davis, Jr., or 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 full authority to appoint a successor member or members who shall thereupon succeed to the powers and authorities of the member so replaced. In the event said committee or its designated representative, fails to approve or design and location within forty-five (45) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. All decisions of such committee shall be final and binding and there shall be no revision of any action of such committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. Members of said committee and declarant shall not be liable to any persons subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for any other loss arising out of their acts hereunder; it being understood an aggrieved party's remedies shall be restricted to injunctive relief and no other. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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Declaration of Covenants, Conditions
and Restrictions
Colony Grant Homeowners Association

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Powers and duties of the named committee and any designated representative or successor member shall, on January 1, 1986, pass to a committee of three owners of lots in all sections or units of the subdivision then existing, provided, however, that until such selection is made by said majority of lot owners, the persons constituting said committee on said date shall continue to exercise such powers and duties until such time as their successors are elected.

Where circumstances, such as topography, location of property lines, location of building, or other matters require, the architectural control committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the restrictions continued herein under the jurisdiction of such committee pursuant to this section, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping, with the general plan for the improvement and development of the property.

ARTICLE VI

USE RESTRICTIONS

The lots shall be occupied and used as follows:

Section 6.1 Residential Construction and Use: No platted lot shall be used except for residential purposes and no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling of one, one and one-half and two stories in height and a private garage for not less than two cars nor more than three cars.

Section 6.2 Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external designs with existing structures, as to location with respect to topography and finish grade elevations.

Section 6.3 Size: The square footage area of the main structure, exclusive of open porches and garages, shall not be less than 1,500 square feet for one-story dwellings, nor less than 2,000 square feet for a dwelling of more than one story. For purposes of computing the square feet requirements contained herein, all measurements shall be made from the outside of exterior walls of the dwellings.

Section 6.4 Placement: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, and also no building shall be placed on any lot so as to be located:

a) nearer than 5 feet to either of the side, or interior, lines of such lot, or

b) no single-family residence shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line, except where a garage is attached to the main structure of the residence in which case the rear wall of the living area shall not be nearer than fifteen (15) feet to the rear lot line, and the rear wall of the garage shall not encroach upon any easement. No outbuildings on any residential lot shall exceed in height the dwelling to which they are appurtenant. Every such outbuilding shall correspond to the style and architecture to the dwelling to which it is appurtenant.

If two or more lots, or fractions thereof, are consolidated into one building site in conformity with the provisions of Section 6.5 below, these building setback provisions shall be applied to such resultant building site as if it were one original platted lot.

c) A private garage, with or without storeroom and/or utility room, shall be permitted as an accessory building, provided that such garage shall be located not less than sixty (60) feet from the front lot line nor less than three (3) feet from any side lot line and in the case of corner lots not less than the distance required for residences from side streets.

Section 6.5 Consolidated Building Site: None of said lots shall be resubdivided in any fashion except as follows:

Any person owning two or more adjoining lots may subdivide or consolidate such lots into building sites, with the privilege of placing of constructing improvements, as permitted in paragraph numbered 6.3 and 6.4 above, on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision or consolidation.

Section 6.6 Minimum Lot Requirement: No lot shall be resubdivided into nor shall any dwelling be erected or placed on any lot, or building site, having an area of less than 7,400 square feet.

Section 6.7 Facing of Improvements: All improvements in Colony Bend, Section One shall be constructed on a residential lot so as to front the street upon which such lot faces. The Architectural Control Committee is granted the right to designate the direction in which the improvement in Colony Bend, Section One, on any corner residential lot shall face, and such decision shall be made with the thought in mind of the best general appearance of that immediate section.

Section 6.8 Utility Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither declarant nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owners situated on the land covered by said easements.

Section 6.9 Nuisances: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No repair work, dismantling or assembling of motor vehicles, boats, trailers or any other machinery or equipment

shall be permitted in any street, driveway or yard adjacent to a street.

Section 6.10 Use of Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and slightly, and there is hereby reserved unto the architectural committee the sole power to determine what is inconspicuous and slightly in connection with temporary structures.

Section 6.11 Domestic Quarters: No garage apartment for rental purposes shall be permitted on any residential lot. Living quarters on property other than in main building on any residential lot may be used for bona fide servants only.

Section 6.12 Underground Electrical Service: An underground electric system will be installed in that part of Colony Bend, Section One, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Colony Bend, Section One, at the execution of this agreement between Company and Developer or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such

company at the property line of each lot. The electric company furnishing service shall make the necessary connections at point of attachment and at the meter. Developer has either by designation on the plat of the subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designated to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to

each dwelling unit. Should the plans of the developer or the lot owners of the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected lot, or the applicant for service to any mobile home shall pay the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary. Nothing in this paragraph is intended to exclude single metered service to apartment projects under the terms of a separate contract.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve (s) shown on the plat of Colony Bend, Section One, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve (s).

Section 6.13 Signs: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent. During the initial construction and sales period the builder may use other signs and displays to advertise the merits of the property for sale or rent. Declarant or its assignee shall have the right to remove any such sign on contravention hereof and in so doing shall not be subject to any liability of trespass or other sort in connection therewith or arising with such removal.

Section 6.14 Height of Antennae: No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot. No fixed or remote controlled radio, citizen's band, or television aerial wires or antennae shall be placed or maintained on any building or any residential lot to extend more than ten (10) feet above the roof of the main residence on said lot. And no antennae can be constructed as a free standing structure.

Section 6.15 Storage of Automobiles, Boats, Trailers and Other Vehicles: No trucks, vans, trailers, boats, or any vehicle other than passenger cars will be permitted to park on streets or on driveways longer than twelve (12) hour period. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot.

Section 6.16 Sidewalks: Before the dwelling unit is completed, the lot owner shall construct a sidewalk four (4) feet in width. Such sidewalk shall be two (2) feet from the and parallel to the property line, and shall extend to the projection of the lot boundary line (s) into the street right-of-way and/or street curbs at corner lots. Owners of corner lots shall install such a sidewalk parallel to the front lot lien and the side street lines. Owners of corner lots in Colony Bend, Section One shall construct wheel chair ramps at all street intersections. The design and method of construction must be approved by the Architectural Control Committee.

Section 6.17 Mineral Operations: 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 derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 6.18 Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 6.19 Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

Section 6.20 Obstruction of Sight Lines: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

Section 6.21 Fences: No fence, wall or hedge in excess of three (3) feet in height shall be placed or permitted to remain on any of said lots in the area between any street adjoining same and the front building line. No rear fence, wall or hedge shall be constructed that exceeds 6 feet in height, except for

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fences, or walls constructed on the rear of Lots 1 through 25, both inclusive in Block 15, and Lot 1 in Block 16, which shall not exceed 4 1/2 feet in height, unless prior approval is obtained from the Architectural Control Committee. Further, no side fence or wall shall be constructed on Lot 23 in Block 1, Lots 1 thru 25, both inclusive in Block 15, and Lot 1, in Block 16, unless prior approval is obtained from the Architectural Control Committee. Chain Link fences will not be allowed in Colony Bend, Section One.

Section 6.22 Roofing Materials: The roof of any building shall be constructed or covered with (1) wood shingles or (2) asphalt or composition shingles comparable in quality, weight, and color to wood shingles, the decision on such comparison to rest exclusively with the Architectural Control Committee, or (3) crushed marble slag or pea gravel set in a built up roof. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee.

Section 6.23 Infringement: An owner shall do no act nor any work that will impair the structural soundness or integrity of another lot or improvements thereon, or impair any easement or hereditament nor do any act nor allow any condition exist which will adversely effect other lots, improvements thereon or their owners.

Section 6.24 Telephone Service: A buried telephone cable system will be installed in an area in Colony Bend, Subdivision, Section One, which area shall embrace all lots in Colony Bend, Subdivision, Section One. The owner of each lot shall, at his own cost, install in his house flexible or rigid conduit with pull wire and a minimum of three outlet boxes, at the locations where he desires telephones, all in accordance with specifications available from Telephone Company, in order that Telephone Company may install its wiring and equipment in such house in the most expeditious and least costly manner. In the event an owner fails to comply with the requirements of the preceding sentence, the Telephone Company will install its standard exposed wiring in such owner's house and the owner will be required to pay the Telephone Company's standard installation charges therefor.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Enforcement: The association, or any owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.2 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 7.3 Amendment: The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall automatically be extended for successive periods of ten years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded in the Deed Records of Fort Bend County, Texas.

Section 7.4 Annexation:

(a) Upon the request of declarant, the board of directors of the association may, from time to time, by majority vote and without the consent of members, annex such additional residential property Declarant may designate.

(b) Additional residential property, not designated by Declarant as provided above, may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.

ARTICLE VIII

COVENANT FOR TRANSPORTATION CHARGES

Section 8.1 Creation of the Lien and Personal Obligation

of Charges: Declarant hereby covenants, and each owner of any lot, by acceptance of a deed therefor, whether or not is shall be so expressed in such deed, is deemed to covenant and agree to pay certain transportation charges, as such term is hereinabove defined, to be established and collected as hereinafter provided. The transportation charges, together with accrued but unpaid interest on delinquent charges, and reasonable attorney fees, shall be a charge on the land and shall constitute a continuing pre-existing vendor's lien retained in favor of Declarant upon the property against which each such transportation charge is made. This lien shall be assigned to the Recipient and Administrator of the transportation charges as hereinafter set forth.

Payment of each such transportation charge, together with accrued but unpaid interest on delinquent charges at the rate specified for judgments in Texas, and reasonable attorney fees, shall also be the personal obligation of the person, as such term is hereinabove defined, who was the owner of such property at the time when the transportation charge became due and payable. The personal obligation for payment of a delinquent transportation charge shall not pass to such person's successors in title unless expressly assumed by them.

An action at law may be brought against the owner personally obligated to pay said transportation charge and/or the lien against the property thereby encumbered may be foreclosed. Each such owner, by his acceptance of a deed to any such parcel, hereby expressly vests in Declarant the vendor's lien provided for in this Article, together with the right and power (i) to bring all actions against an owner personally liable for the payment of the charge in order to enforce the collection of such transportation charges as a debt and (ii) to enforce the aforesaid lien by all methods provided by law for the enforcement of such liens including, but not limited to, judicial foreclosure by an action brought in the name of the then Recipient and Administrator of the transportation charges, such

judicial foreclosure to be institute and carried forth in a like manner as a foreclosure of a mortgage or deed of trust lien on real property. Each such owner hereby expressly grants a power of sale in connection with the said lien. No owner may waive or otherwise escape liability for the transportation charges provided for herein by abandonment of his property.

Section 8.2 Purpose of Charges: Funds provided by the transportation charge shall be used exclusively (i) to furnish transportation services and (ii) to promote the utilization of various systems of transportation in order to best meet the domestic, educational, recreational and leisure needs of the users of such systems in the manner deemed most appropriate by the Recipient and Administrator of the transportation charges, as such term is hereinafter defined. The expenditure of such funds may be utilized for, but shall not be limited to, studying, establishing, operating, maintaining and doing any other things necessary or desirable which are deemed appropriate by the Recipient and Administrator of the transportation charges, in studying, establishing and maintaining the transportation facilities and system.

Section 8.3 Maximum Annual Rate of Transportaiton Charge:
Upon commencement of the transportation charges in accordance with the terms of this Article, the maximum annual transportation charge per lot or other parcel of real estate so encumbered shall be an amount no greater than Twenty-Five Cents (\$0.25) per One Hundred Dollars (\$100.00) of value of each such parcel, together with any and all improvements situated thereon, with same being assessed at One Hundred Percent (100%) of appraised market value. Personal property shall be specifically excluded in calculating the assessed value of the property hereby encumbered. The market value of the land and improvments for purposes of calculating a transportation charge against each parcel of real estate so encumbered shall be determined and established in accordance with the real property valuations established in accordance with the real property valuations established by the rolls of the Fort Bend County Tax Assessor/

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Collector or of such other tax assessor/collector employed by a governmental and appraising the individual properties subject to the transportation charge on a uniform basis. This designation as to which tax assessor/collector's rolls are to be utilized is to be made and can be changed at the sole discretion of the Recipient and Administrator of the transportation charges.

Upon receipt of the valuations established by such Tax Assessor/Collector's Rolls, the annual transportation charge may be promulgated and set at a rate not in excess of the maximum rate herein established.

Section 8.4 Classification of Lots: All parcels of real estate subject to the transportation charge shall be divided into two classes for purposes of establishing and determining the transportation charges: Class A parcels and Class B parcels. Class A parcels shall be those parcels upon which a home or other permanent improvements have been constructed and occupancy therein or utilization thereof for business, commercial or other purposes, has commenced. Class B parcels shall be all other parcels not designated as Class A parcels. Upon commencement of the assessment of the annual transportation charge, all parcels shall commence to bear their applicable transportation charge simultaneously with such commencement. Because of the nature and purpose of the transportation charge, the full charge shall not be applicable to Class B parcels. Class B parcels shall bear a transportation charge which is 25% of a regular full assessment. However, at such time as there is constructed on any Class B parcel permanent improvements which are occupied or utilized for business, commercial or other purposes, such Class B lot or parcel shall automatically and irrevocably convert to and assume the status of a Class A parcel effective as of the date of such occupancy or utilization and the transportation charge for the then current year shall be adjusted according to the number of month remaining in that calendar year.

Section 8.5 Commencement of Transportation Charge:

An election shall be held in the property burdened by the transportation charge lien in the year 1984 on the question of the commencement of the transportation charges and the designation of a Recipient and Administrator. The designation and structure of the Recipient and Administrator, the wording of the propositions on the ballots and the timing and conduct of the election shall be subject to the approval of the Department of Housing and Urban Development.

Notice of this election shall be given in writing to each owner of such property by mailing or delivering a copy of such notice at least 30 days before such election using the address appearing on the rolls of the Fort Bend County Tax Assessor/Collector for the purpose of such notice. Such notice shall specify the place, day and hours of the election, the propositions to be voted on and the location where detailed information regarding these propositions may be found.

There shall be one vote permitted for each parcel of land. If a majority of the vote cast in the election is favorable, the Recipient and Administrator of the transportation charges shall be assigned the vendor's lien held by Declarant securing the transportation charges and shall be authorized to make the necessary assessments and otherwise carry out its duties including:

- (1) Making the decision as to when the transportation charges shall commence to accrue (no earlier than January 1, 1985);
- (2) Fixing the rate of the charge (not to exceed \$0.25 per \$100 of assessed valuation);
- (3) Administering the transportation charge proceeds for the benefit of users of the transportation facilities;
- (4) Enforcing the lien herein provided for in the event the assessed transportation charge against such parcel thereby encumbered is not timely paid;
and

- (5) Performing any and all other acts necessary to implement the intent of this Article to the end that the contributors to and users of the transportation facilities shall be served by transportation systems which will ultimately enhance their mobility and conserve the expediture of energy.

Subject to the outcome of the election, the annual transportation charge against Class A and Class B parcels shall commence to accrue (i) on January 1, 1985, or (ii) at such later time determined by the Recipient and Administrator of transportation charges. The annual transportation charge on each parcel thereafter encumbered shall mature and become due and payable on the first day of January of each succeeding year following the initial assessment of the charge. The rate for each ensuing year shall be established no later than the first day of October of the preceding year. Thus, if a transportation charge is to be assessed for the year 1985, the rate of the charge must be promulgated no later than October 1, 1984, and the charge will be due and payable on or before January 1, 1986. The valuation of the tax assessor/collector for the year the rate of charge is set shall be applicable in calculating the charge. Thus, in the example the 1984 valuations shall be employed for the charge accruing in 1985. Written notice of the rate and value of the annual transportation charge shall be sent to every owner of a parcel subject thereto at the address of such parcel subject to the charge or at such other place or places as to be determined and designated by the Recipient and Administrator of the transportation charge. Upon demand and for a reasonable charge, there shall be furnished a certificate setting forth the paid-in-full or delinquent status of the charge on a specified parcel here encumbered. Any transportation charge not paid within thirty (30) days after the due date (due date being January 1st of the year subsequent to the year of assessment of that particular charge) shall be delinquent, shall bear interest from the due date until the date of payment and shall be subject to the remedies vested in the Recipient and Administrator all as herein provided.

Section 8.6 Subordination of the Lien to Mortgages:

The vendor's lien securing the transportation charges against any parcel encumbered thereby as provided for herein shall be expressly subordinate and inferior to the lien of any mortgage on any such parcel. Sale or transfer of any such parcel shall not affect or diminish the enforceability of the transportation charge liens; however, the sale or transfer of any such parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such transportation charges against such parcel only as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot or parcel of land (i) from liability for any transportation charges thereafter becoming due or (ii) from the lien thereof hereby created.

IN WITNESS WHEREOF, the undersigned, being the declarant and builders herein, have hereunto set their hands and seals this
19th day of April, 1978.

SUGARLAND PROPERTIES INCORPORATED

BY: [Signature]
President

ATTEST:

[Signature]
Notary

PERRY HOMES, INC.

BY: [Signature]

ATTEST:

[Signature]
Notary
Notary Seal: Notary Public, State of Texas, Commission Expires 12/31/78

BRATTEN CONSTRUCTION, INC.

BY: [Signature]

ATTEST:

[Signature]
Notary

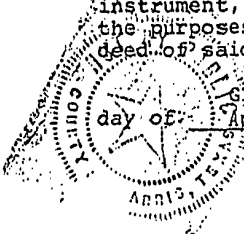
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THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared R. C. Overturf, President of Sugarland Properties Incorporated, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN under my hand and seal of office this the 19th day of April, 1978.

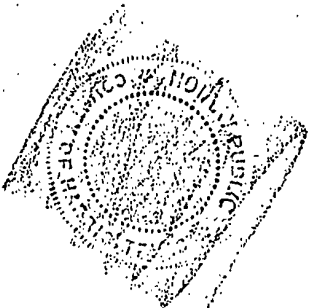


Mrs. Janet S. Bruner
Notary Public in and For
Harris County, Texas
MRS. JANET S. BRUNER

THE STATE OF TEXAS X
COUNTY OF HARRIS X

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

GIVEN under my hand and seal of office this the 19 day of April, 1978.



Rebecca A. Roventini
Notary Public in and For
Harris County, Texas

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Warren B. Bratten III, President of Bratten Construction, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN under my hand and seal of office this the 19th
day of April, 1978.



Susan R. Kowalski
Notary Public in and For
Harris County, Texas

FILED FOR RECORD
NO. _____ TIME 3 AM

APR 20 1978

Pearl Ellett
COUNTY CLERK, FORT BEND COUNTY, TEX.

Duly recorded this the 24 day of April A.D. 1978 at 4:30 O'Clock P.M.
By Rosalie Baranowski Pearl Ellett, County Clerk
deputy Fort Bend County, Texas

RETURN TO:
Rick Davis
P.O. Box 4
Houston, Texas 77001

23y53

SECRETARY'S CERTIFICATE OF FILING

I, Jay Khayrattee, certify that:

I am the duly qualified and acting secretary of Colony Grant Homeowners Association, a duly organized and existing Texas non-profit corporation.

The attached instruments are true copies of unrecorded Dedicatory Instruments, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to Colony Grant Homeowners Association.

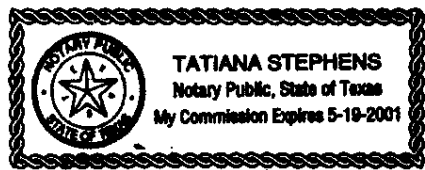
The attached instruments are being presented for recording in the Official Public Records of Real Property of Fort Bend County, Texas, pursuant to Section 202.006 of the Texas Property Code.

Dated: Dec. 20, 1999

Jay Khayrattee
Jay Khayrattee
Secretary, Colony Grant Homeowners
Association

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of December, 1999, by Jay Khayrattee, Secretary of Colony Grant Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



Tatiana Stephens
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

Lori E. Alderson
14811 St. Mary's Lane, Suite 270
Houston, Texas 77079



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION

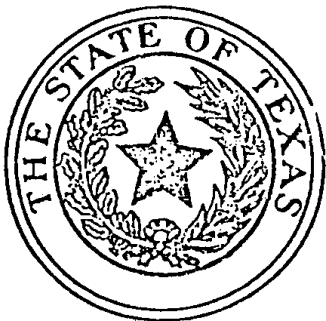
OF

COLONY GRANT HOMEOWNERS ASSOCIATION
CHARTER NUMBER 438082

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION
FOR THE ABOVE CORPORATION, DULY SIGNED AND VERIFIED, HAVE BEEN RECEIVED
IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY
VIRTUE OF THE AUTHORITY VESTED IN HIM BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A DUPLICATE ORIGINAL
OF THE ARTICLES OF INCORPORATION.

DATED JUNE 12, 1978



M. C. Oak

Secretary of State

MKM

AS PER ORIGINAL

ARTICLES OF INCORPORATION
OF
COLONY GRANT HOMEOWNERS ASSOCIATION

We, the undersigned natural persons of the age of eighteen (18) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, hereby adopt the following articles of incorporation of such corporation:

ARTICLE I

The name of the corporation is Colony Grant Homeowners Association, hereafter called the "Association".

ARTICLE II

The corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the corporation is organized are: to provide for maintenance, preservation and architectural control of the residential lots within Williams Grant, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 20, Page 11, Map Records of Fort Bend County, Texas, and Colony Bend, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 20, Page 10, Map Records of Fort Bend County, Texas, or any other areas created by the dedication of additional property to the subdivision by the developer and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of the Association for this purpose to:

(a) exercise the powers and privileges and to perform all of the duties and obligations of the Association as set forth in those certain Declaration's of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Deed Records of Fort Bend County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money and with the assent of two-thirds of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for borrowed money or debts incurred;

(e) dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication nor transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of each class of members authorizing the Directors to act in behalf of the members for the purpose of accomplishing such dedication, sale, or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3rds) of each class of members; provided, however additional residential property and Common Area may be annexed by Declarant

without the consent of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have to exercise.

ARTICLE V

The street address of the initial registered office of the corporation is 2028 Buffalo Terrace, Houston, Texas and the name of its initial registered agent at such address is Charles E. Burge.

ARTICLE VI

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record as to assessment of the Association including contract sellers shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VII

The name and street address of the incorporators are:

<u>Name</u>	<u>Address</u>
Charles E. Burge	2028 Buffalo Terrace Houston, Texas 77019
Arthur Coburn, II	2028 Buffalo Terrace Houston, Texas 77019
Richard Carl Davis, Jr.	2028 Buffalo Terrace Houston, Texas 77019

ARTICLE VIII

The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The

vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B members shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

- (a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, including duly annexed areas,
- or
- (b) on the 1st day of January, 1987.

ARTICLE IX

The affairs of this Association shall be managed by a board of five (5) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Arthur Coburn, II	2028 Buffalo Terrace Houston, Texas 77019
W. F. Burge, III	2028 Buffalo Terrace Houston, Texas 77019
Charles E. Burge	2028 Buffalo Terrace Houston, Texas 77019
Richard Carl Davis, Jr.	2028 Buffalo Terrace Houston, Texas 77019
David Hannah, III	2028 Buffalo Terrace Houston, Texas 77019

At the first annual meeting the members shall elect one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years, and two (2) directors for a term of three (3) years and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years, as needed.

ARTICLE X

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be voted to such similar purposes.

ARTICLE XI

Amendment of these articles shall require the assent of two-thirds (2/3rds) of the entire membership.

ARTICLE XII

Cumulative voting is expressly denied.

IN WITNESS HEREOF, we have hereunto set our hands, this

7th day of June, 1978.

Charles E. Burge
Charles E. Burge

Arthur Coburn, II
Arthur Coburn, II

Richard Carl Davis, Jr.
Richard Carl Davis, Jr.

THE STATE OF TEXAS X

COUNTY OF HARRIS X

I, Mrs. Janet S. Bruner, a Notary Public, do hereby certify on this 7th day of June, 1978 personally appeared before me, Charles E. Burge, Arthur Coburn, II and Richard Carl Davis, Jr. who each being by me first duly sworn severally declared that they are the persons who signed the foregoing documents as incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year written above.

Mrs. Janet S. Bruner
Notary Public in and for
Harris County, Texas

MRS. JANET S. BRUNER

BY-LAWS
OF
THE COLONY GRANT HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is Colony Grant Homeowners Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2028 Buffalo Terrace, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, or County of Fort Bend, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Association" shall mean and refer to Colony Grant Homeowners Association, a Texas non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property and improvements owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and commercial reserves excluded from the scope of the Declaration.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "Declarant" shall mean and refer to Sugarland Properties Incorporated, its successors and assigns if such

successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declarations applicable to the Properties recorded in the Office of the County Clerk, Fort Bend County, Texas in Volume 771, Page 316, Deed Records, for Colony Bend, and Volume 776, Page 15, Deed Records, and re-recorded in Volume 778, Page 239, Deed Records, for Williams Grant, and any amendments thereafter or such other Declarations created by the Declarant.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and Articles of Incorporation.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and subsequent meetings shall be held on the anniversary dates at 8:00 p.m.; if a legal holiday, then on the next succeeding business day.

Section 2. Special Meetings. Special Meetings of the members may be called at any time by the President or Board of Directors, or upon written request of the members who are entitled to vote one-fourth of all of the votes of the Class A membership.

Section 3. Notice of Meetings. No written notice will be required for the Annual Meetings of the members. Written notice of each Special Meeting of the members shall be given by the Secretary or person authorized to call the meeting. Notice shall be mailed, postage pre-paid, at least fifteen (15) days but not more than forty (40) days before such meeting to each member entitled to vote. Notice shall be addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, date, hour and purpose of the meeting.

Section 4. Quorum. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation; Restrictions or these By-Laws. If, however, a quorum shall not be present or requested at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum shall be present or represented.

Section 5. Proxies. At all meetings, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV.

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the Class A members shall elect two directors, one for a term of one year and one for a term of two years; and Class B members shall elect three directors, one for a term of two years and two for a term of three years; and at each annual meeting thereafter the same procedure shall be followed until there are no longer any Class B members; and at such time the Class A members shall thereafter elect the entire Board of Directors.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of each class of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval and consent of all the directors. Any action so approved shall have the effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one or more members of each class of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and Restrictions. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for infractions thereof;
- (b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Articles of Incorporation, or the Restrictions;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same, if in the judgment of the Association it is necessary.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board before the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on the property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a

Secretary, a Treasurer, and such other officers as the Board, from time to time, by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of Special Offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it upon the minutes of the meetings of the Board of Directors and members and upon all other papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate records showing the members of the Association together with their addresses; and perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause a report of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting. Copies of these documents shall be available to members for purchase at a reasonable cost.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to in-

inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

REMEDIES FOR NON-PAYMENT OF ASSESSMENT

As more fully provided in the Declarations, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys fees of any such action taken shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: COLONY GRANT HOMEOWNERS ASSOCIATION.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

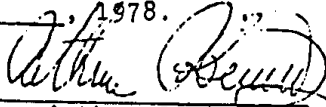
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declarations shall control.

ARTICLE XIV

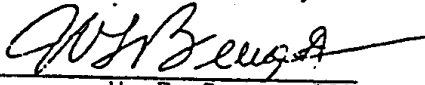
FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.


,IN WITNESS WHEREOF, we, being all of the Directors of Colony Grant Homeowners Association, have hereunto set our hands this 16th day of June, 1978.



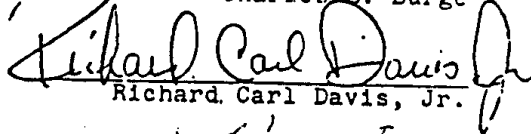
Arthur Coburn, II



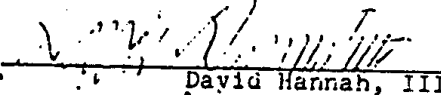
W. F. Burge, III



Charles E. Burge



Richard Carl Davis, Jr.



David Hannah, III

COLONY GRANT HOMEOWNERS ASSOCIATION

RESOLUTION

CHECK SIGNING AUTHORITY

WHEREAS, the Board of Directors ("the Board") of Colony Grant Homeowners Association ("the Association") is charged with the responsibility of managing and administering the affairs of the Association and has all such duties, rights, powers and authority given to it by all applicable laws and statutes of the State of Texas, the Declaration, and the Bylaws of Colony Grant Homeowners Association dated June 16, 1978 ("the Bylaws"); and

WHEREAS, at Article IV of the Articles of Incorporation of Colony Grant Homeowners Association it is provided that the Association was organized for the purpose or purposes of promoting the health, safety and welfare of the residents in the subdivision and any additional properties thereafter brought within the jurisdiction of the Association; and

WHEREAS, at Article VII, Section 1 (c), of the Bylaws it is provided that the Board is empowered with the authority to exercise all powers and duties vested in or delegated to the Association and not reserved to the membership by other provisions of its By-Laws or the Articles of Incorporation or the restrictions; and

WHEREAS, at Article VIII, Sections 8 (a) and (c), of the Bylaws for Colony Grant Homeowners Association it is provided that the President shall co-sign and the Treasurer shall sign all checks and promissory notes of the Association, respectively; and

WHEREAS, the Board determined in or about July 1999 that travel schedules of several of the officers of the Board may, from time to time, make it difficult to obtain the requisite signatures on checks issued by the Association for the payment of certain debts as prescribed by the Bylaws; and

WHEREAS, the Board determined that it would be more practical for the operation of the Association and the payment of its bills if all board members and the Association's business manager were authorized signatories on the Association's checking account, with all checks being signed by the President and the business manager; and

WHEREAS, the Board determined that, in the event that either or both of the President and

business manager are not available to sign checks, then any two members of the Board, in the order of seniority, would be permitted to sign checks for debts due and presented to the Association for payment;

NOW, THEREFORE,

BE IT RESOLVED THAT all directors and the Association and the Association's business manager be authorized signatories on the Association's checking account; and

BE IT FURTHER RESOLVED THAT the President and the Association's business manager shall be the primary signer on all checks for debts due and presented to the Association for payment; and

BE IT FURTHER RESOLVED THAT in the absence of either or both of the President and the Association's business manager any two of the remaining directors, in the order of seniority, may sign and/or co-sign checks for the debts due and presented to the Association for payment.

This Resolution was adopted by the Board of Directors on JULY 13, 1999, and shall be effective on JULY 13, 1999.



ROBERT E. GUTHERY, DIRECTOR



ERIC WEY, DIRECTOR

ROBERT F. HOUSAND, DIRECTOR



JAY KHAYRATTEE, DIRECTOR

ANDRE MCDONALD, DIRECTOR

COLONY GRANT HOMEOWNERS ASSOCIATION

RESOLUTION

PRO TEM OFFICERS

WHEREAS, the Board of Directors ("the Board") of Colony Grant Homeowners Association ("the Association") is charged with the responsibility of managing and administering the affairs of the Association and has all such duties, rights, powers and authority given to it by all applicable laws and statutes of the State of Texas, the Declaration, and the Bylaws of Colony Grant Homeowners Association dated June 16, 1978 ("the Bylaws"); and

WHEREAS, at Article IV of the Articles of Incorporation of Colony Grant Homeowners Association it is provided that the Association was organized for the purpose or purposes of promoting the health, safety and welfare of the residents in the subdivision and any additional properties thereafter brought within the jurisdiction of the Association; and

WHEREAS, at Article VII, Section 1 (c), of the Bylaws it is provided that the Board is empowered with the authority to exercise all powers and duties vested in or delegated to the Association and not reserved to the membership by other provisions of its By-Laws or the Articles of Incorporation or the restrictions; and

WHEREAS, at Article VIII of the Bylaws for Colony Grant Homeowners Association it is provided that the officers of the Board shall be a President and Vice President, a Secretary, a Treasurer, and such other officers as the Board, from time to time, by resolution create; and

WHEREAS, the Board determined in or about July 1999 that travel schedules of several of the officers of the Board may, from time to time, prevent certain of the officers from being present at regular meetings of the Board; and

WHEREAS, the Board determined that it would be more efficient for the operation of the Association and more beneficial to the directors and their ability to perform their respective duties and responsibilities if, in the temporary absence of an officer (defined as not exceeding the time period permitted for absences by the Bylaws), the absent officer's position would be filled, pro tem, by the next ranking officer and, in the event of absence of all elected officers, by the remaining director(s) in order of seniority;

NOW, THEREFORE,

BE IT RESOLVED THAT all in the temporary absence of any one or more officers of the Board, the absent director(s)' office shall be filled, pro tem, by the next ranking officer; and

BE IT FURTHER RESOLVED THAT in the absence of all elected officers of the Board, the absent officers' positions shall be filled, pro tem, by the remaining director(s) in order of seniority.

This Resolution was adopted by the Board of Directors on JULY 13, 1999, and shall be effective on JULY 13, 1999.



ROBERT E. GUTHERY, DIRECTOR



ERIC WEY, DIRECTOR

ROBERT F. HOUSAND, DIRECTOR



JAY KHAYRATTEE, DIRECTOR

ANDRE MCDONALD, DIRECTOR

COLONY GRANT HOMEOWNER'S ASSOCIATION

RULES FOR COURT USAGE

- 1) Courts are for the use of members of the Colony Grant Homeowners Association (Williams Grant, Colony Grant, Colony Bend) and their guests only. Members must have a registered key in their possession and are responsible for the behavior of their guests.
- 2) COURT ENTRANCE MUST BE KEPT LOCKED AT ALL TIMES.
- 3) BE COURTEOUS - No excessive noise, please.
- 4) Never enter a court while a point is in progress.
- 5) No more than four people on a court at one time.
- 6) Proper tennis attire is required - tennis shoes only.
- 7) No glass containers allowed on the courts.
- 8) NO LITTERING. NO PETS.
- 9) Rules violations may result in loss of privileges.

COURT RESERVATION POLICY

- 1) 1-1/2 hour limit for Singles.
2 hour limit for Doubles.
- 2) One reservation per household per day except as follows:
between 6:00 p.m. and 10:00 p.m., no more than 3 reservations per household per week.
- 3) Using two names to double book a court is not allowed and is unfair to other residents.
- 4) Juniors (17 and under) may not reserve a court after 7:00 p.m. on weeknights and must yield to adults after 7:00 p.m. on weeknights.

Revised 8/94

COLONY GRANT HOMEOWNERS ASSOCIATION
POLICY ON SMOKING AT ASSOCIATION FACILITIES

At a special meeting of the Board of the Colony Grant Homeowners Association held on June 25, 1996, the Board passed a resolution authorizing a policy to prohibit smoking inside all enclosed buildings, as well as within the two fenced pool areas at the recreation center. The new policy will become effective as soon as signs can be obtained and posted in the affected areas. All other areas of the facilities will not be affected by this policy.

The need to formally establish a policy in regard to smoking at Association facilities was discussed at the annual meeting of the homeowners. Comments were requested and received from those in attendance regarding smoking in and around the pool areas. The Board made clear that safety of guests, primarily children, at the pools was the only criteria to be considered -- no discussion or decisions were made based on 'quality of air' or on health effects upon being exposed to 'second-hand smoke' since the areas under consideration are outdoors.

There was discussion to allow smoking in designated areas within the pool facilities, but those in attendance urged the Board to establish a policy to entirely prohibit smoking, with one person dissenting. Following that meeting, the Board held a special meeting at which it passed the resolution to prohibit smoking inside the fenced pool areas altogether. The Board has been assured by the Association's attorney that it has legal authority, as owner of the facilities, to establish such a policy.

Cooperation of all guests at the pools is requested and expected. Any guests who may not agree with this policy are asked to refrain from confronting lifeguards with their objections, since the guards have no authority to waive compliance with Association policies. Guests may instead contact a Director of the Association.

Thank you for your cooperation.

--- Board of Directors,
Colony Grant Homeowners Association

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

12-27-1999 10:20 AM 1999109816

JM \$53.00

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

(2 names)

MANAGEMENT CERTIFICATE

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

KNOW ALL BY THESE PRESENTS:

WHEREAS section 209.004 of the Texas Property Code requires that a property owners' association file a management certificate in the real property records of the county in which the property is located, and

WHEREAS the Colony Grant Homeowners Association is a property owners' association as defined in section 209.003 of the Texas Property Code and has property located in Fort Bend County, Texas,

NOW THEREFORE, the following information is provided to meet the requirements of section 209.004 of the Texas Property Code and supersedes all previous management certificates, if any.

Name of Association: Colony Grant Homeowners Association

Name of Subdivision:

- Colony Bend section 1
- Colony Bend section 2
- Colony Bend section 3
- Colony Bend section 4
- Colony Grant section 1
- Williams Grant section 1
- Williams Grant section 2

Recording Data for Declaration for Subdivision:

- Filed: 04/24/78 Clerk File No: 43799
- Filed: 07/20/79 Clerk File No: 98611
- Filed: 06/14/82 Clerk File No: 23789
- Filed: 06/14/82 Clerk File No: 23788
- Filed: 08/26/81 Clerk File No: 72722
- Filed: 06/02/78 Clerk File No: 48557
- Filed: 06/02/78 Clerk File No: 48557

Management Company for Association: C.I.A. Services, Inc.
9800 Centre Parkway, Suite 625
Houston, Texas 77036-8294
Phone: 713-981-9000 Fax: 713-981-9090

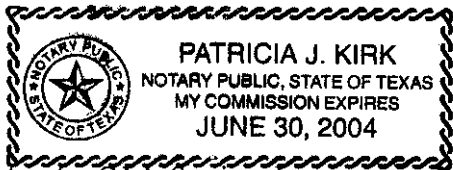
EXECUTED on this 31st day of December, 2001.

Signature: _____

By: Ralph A. Troiano
Title: C.I.A. Services, Inc., Managing Agent for Colony Grant Homeowners Association

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

This instrument was acknowledged before me on this 31st day of December, 2001 by Ralph A. Troiano,



Signature: _____

By: Patricia J. Kirk
Title: Notary in and for the State of Texas
My commission expires on 06/30/04

Return to: C.I.A. Services, Inc.
9800 Centre Parkway, Suite 625
Houston, Texas 77036-8294
Phone: 713-981-9000 Fax: 713-981-9090

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dianne Wilson

2002 JAN 09 02:39 PM 2002003574
DM \$7.50
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

DFS/pkp 9-30-77

HLP# 28 (7-77)

32605

100 COMPARED

DEED

755 PAGE 06

EASEMENT

File No. ER 2458/ER 2460
Job No. Fort Bend
County 4849
Map

STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

THAT Sugarland Properties Incorporated, a Texas corporation

of

Fort Bend County, Texas, for and in consideration of One Dollar (\$1.00) to Houston Lighting & Power Company, its successors and assigns, have, and by these presents do grant unto Houston Lighting & Power Company, its successors and assigns, a right-of-way for distribution lines, consisting of wires, poles and other necessary equipment across, under and over the following described lands located in Fort Bend County, Texas:

Lots 19, 20, and 23 of Block 1; Lot 4 of Block 2; Lot 1 of Block 5; Lots 5, 11, 20, and 26 of Block 6; Lots 3, 9, 15, 21, 27, and 32 of Block 7; Lot 2 of Block 8; Lots 6, 12, 17, 24, 30, and 35 of Block 9; Lot 1 of Block 10; Lots 2, 7, 13, 20, 24, 30, 36, and 41 of Block 11; Lot 2 of Block 12; Lots 1 through 47, both inclusive, of Block 13; Lots 1 and 2 of Block 14; Lots 4, 10, 16, and 23 of Block 15; and Lot 1 of Block 16, all in Colony Bend, Section 1, a subdivision in the Elijah Alcorn League, Abstract No. 1, according to the map or plat thereof, recorded in Volume 20, Page 10 of the Map Records of Fort Bend County, Texas; and including that portion of the acreage located southwest of and adjoining the aforementioned subdivision, same being a portion of the same property described in a deed from Sugarland Industries, Inc. to herein Grantor, recorded in Volume 607, Page 101 of the Deed Records of said County and State.

The easements herein granted are described on EXHIBIT "A", hereto attached and made a part hereof.

together with the rights of ingress and egress to or from said right-of-way for the purpose of constructing, inspecting, repairing, maintaining, and removing said lines.

WITNESS my hand this 7th day of October, 19 77

ATTEST: SUGARLAND PROPERTIES INCORPORATED

BMEldi
Asst Secretary

BY: [Signature]
President

W. S. ...

RD

DEED

Vol. 755 PAGE 67

STATE OF TEXAS

HARRIS County

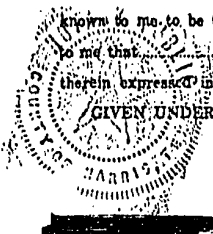
BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared R. C. Overturf President of Sugarland Properties Incorporated

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of October, A. D. 1977.

Mrs. Janet S. Bruner Notary Public, Harris County, Texas

MRS. JANET S. BRUNER



DEED
755 PAGE 68

EXHIBIT "A"

1. Unobstructed easements ten (10) feet wide, for Grantee's underground distribution system, located northeast of and adjoining the entire southwest lines of Lot 1 of Block 5; Lot 2 of Block 8; Lot 1 of Block 10; Lot 2 of Block 12; and Lot 1 of Block 14.

2. Unobstructed easements ten (10) feet wide, for Grantee's overhead and underground distribution systems, centered on the entire southwest line of Lot 2 of Block 14 and Lot 1 of Block 16, and unobstructed aerial easements ten (10) feet wide, located on both sides of and adjoining said 10-foot wide easements, said aerial easements being further shown and described on a sketch marked EXHIBIT "B", prepared by Houston Lighting & Power Company, hereto attached and made a part hereof.

3. Unobstructed easements five (5) feet wide, at the following locations:

- (a) Northeast of and adjoining the entire southwest lines of Lot 4 of Block 2; Lots 20 and 26 of Block 6; Lots 21, 27, and 32 of Block 7; Lots 24, 30, and 35 of Block 9; Lots 24, 30, 36, and 41 of Block 11; and Lots 31, 37, and 43 of Block 13.
- (b) Southwest of and adjoining the entire northeast line of Lots 5 and 11 of Block 6; Lots 3, 9, and 15 of Block 7; Lots 6, 12, and 17 of Block 9; Lots 2, 7, 13, and 20 of Block 11; Lots 6, 12, and 19 of Block 13; and Lots 4, 10, 16, and 23 of Block 15.
- (c) Westerly of and adjoining the entire easterly line of Lot 23 of Block 1.

4. Unobstructed easements three (3) feet wide, for Grantee's down guy purposes, located northeasterly of and adjoining a portion of the southwesterly lines of Lots 36, 39, 41, and 45 of Block 13, beginning at the west corner of the aforementioned lots and extending southeasterly along said southwesterly lines a distance of 30 feet to a point of terminus.

5. Unobstructed aerial easements seven (7) feet wide, located on both sides of and adjoining the 16-foot wide dedicated utility easement, centered on the rear lines of Lots 1 through 47, both inclusive, of Block 13; and Lots 1 and 2 of Block 14, said aerial easements being further shown and described on a sketch marked EXHIBIT "C", prepared by Houston Lighting & Power Company, hereto attached and made a part hereof.

6. Unobstructed aerial easements ten (10) feet wide, located on both sides of and adjoining the 10-foot wide dedicated utility easement, centered on the common line of Lots 19-20 of Block 1, said aerial easements being further shown and described on a sketch marked EXHIBIT "D", prepared by Houston Lighting & Power Company, hereto attached and made a part hereof.

7. Unobstructed easements three (3) feet wide, for Grantee's down guy purposes, the location of the centerline of each is shown by a dot-dash symbol on Sketch No. 77-1064, prepared by Houston Lighting & Power Company, hereto attached and made a part hereof.

SIGNED FOR IDENTIFICATION

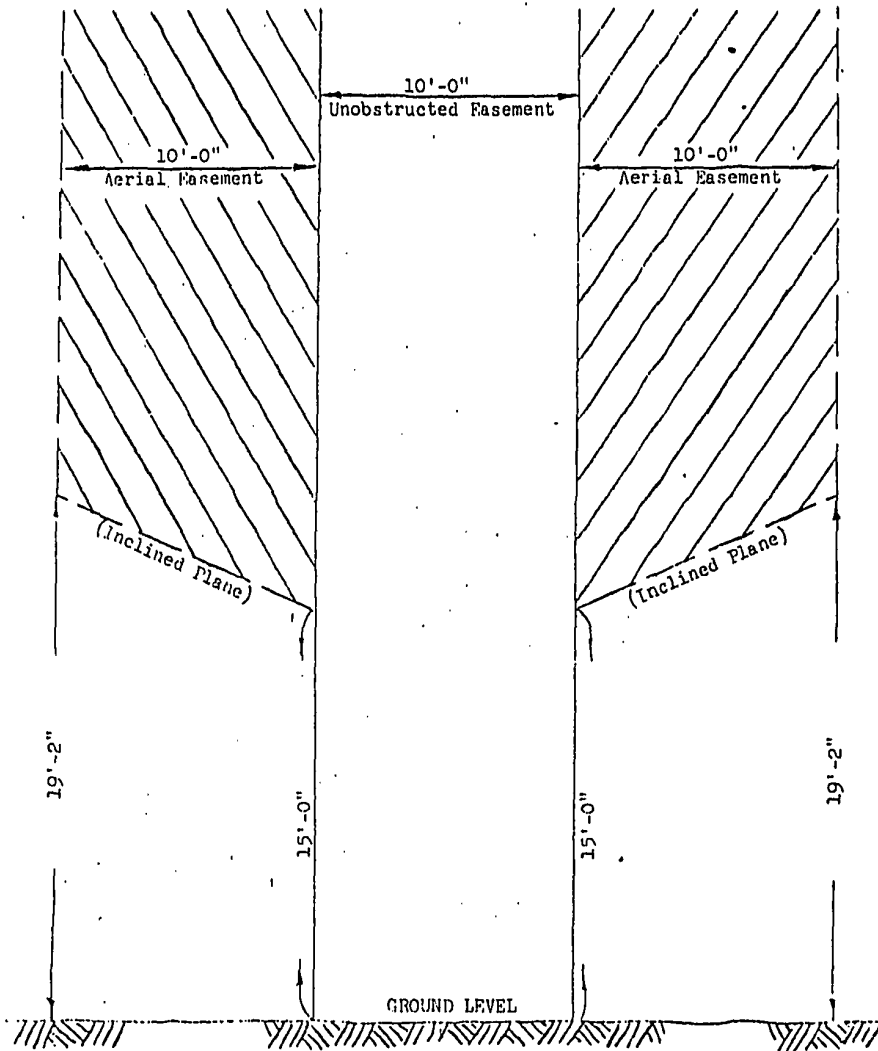


EXHIBIT "B"

10' BACK TO BACK EASEMENT 30' AERIAL .

An unobstructed aerial easement ten (10) feet wide extending upward from an inclined plane; said inclined plane, which represents the lower limits of the aerial easement, begins at a height of fifteen (15) feet above the ground adjacent to and on both sides of the ten (10) foot wide unobstructed easement and then continues outward to a height of nineteen (19) feet two (2) inches.

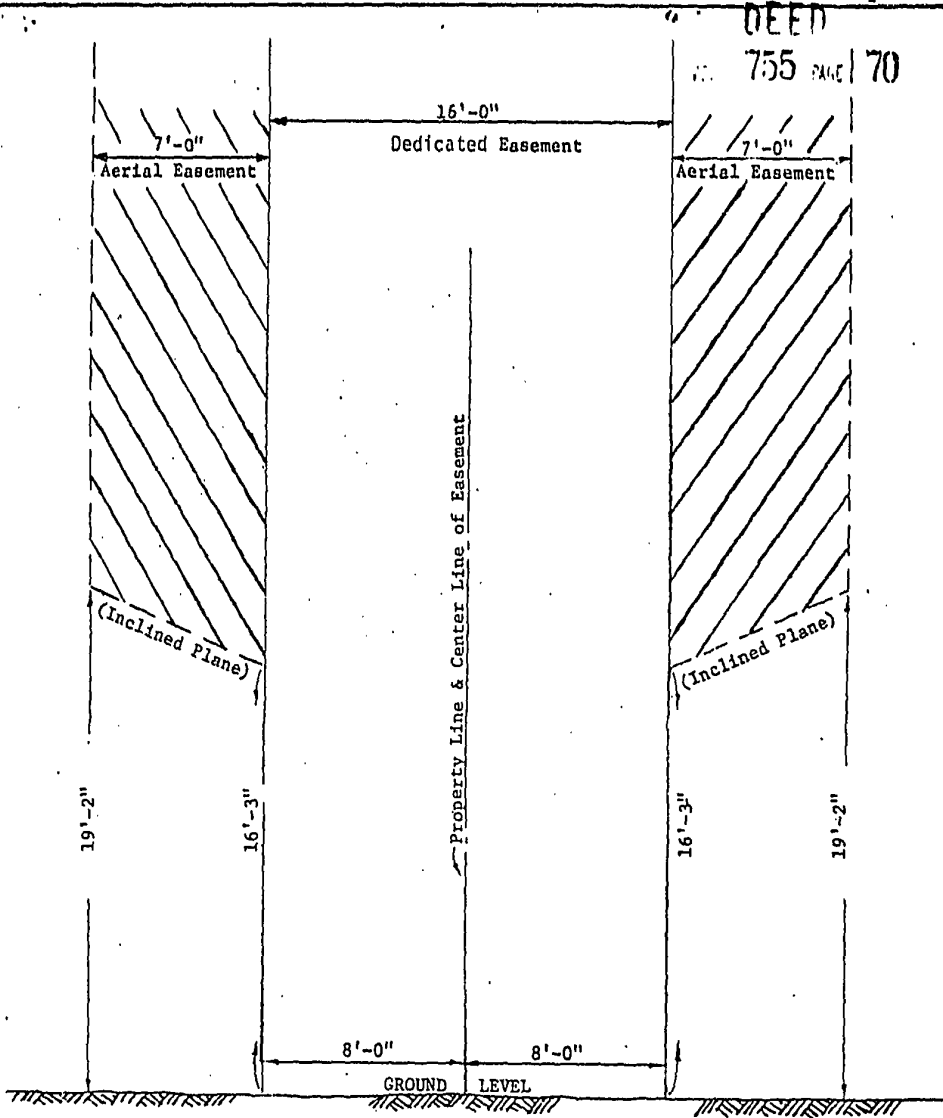


EXHIBIT "C"

PROFILE SHOWING 16' DEDICATED EASEMENT WITH ADJOINING 7' AERIAL EASEMENT

16' BACK TO BACK EASEMENT 30' AERIAL

An unobstructed aerial easement seven (7) feet wide extending upward from an inclined plane; said inclined plane, which represents the lower limits of the aerial easement, begins at a height of sixteen (16) feet three (3) inches above the ground adjacent to and on both sides of the sixteen (16) foot wide dedicated easement and then continues outward to a height of nineteen (19) feet two (2) inches.

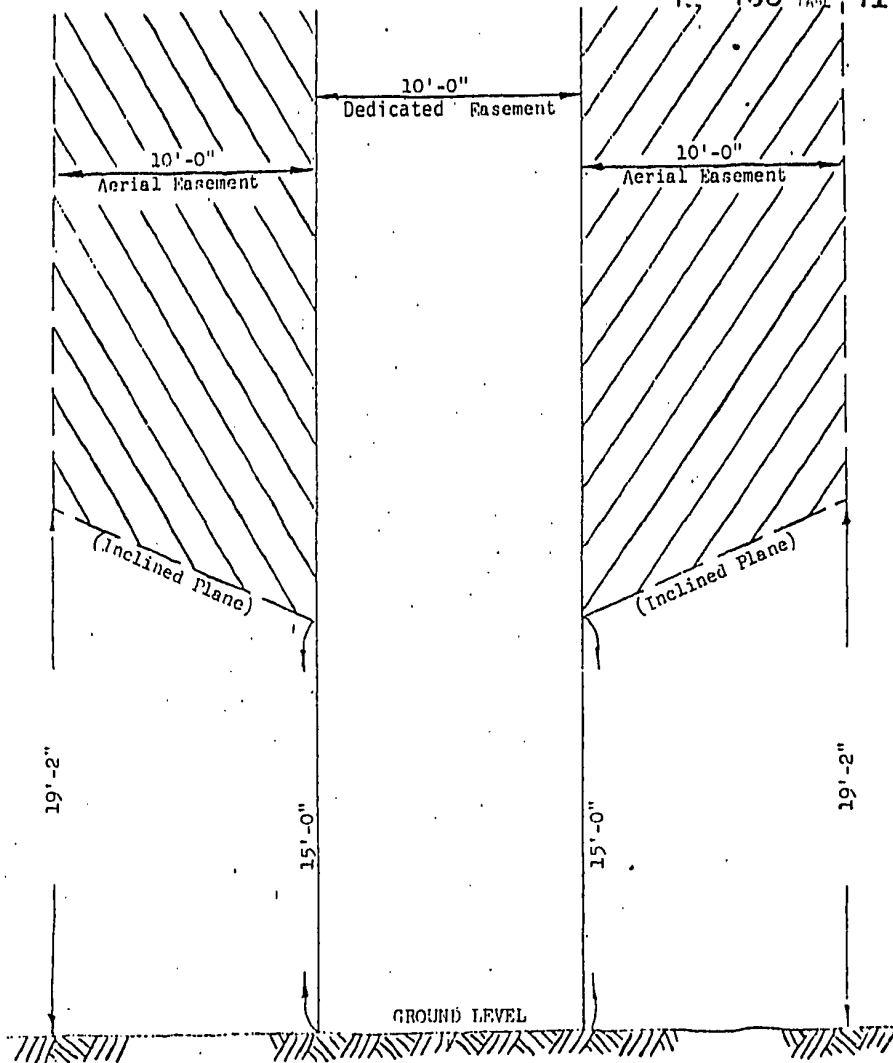


EXHIBIT "D"

10' BACK TO BACK EASEMENT 30' AERIAL

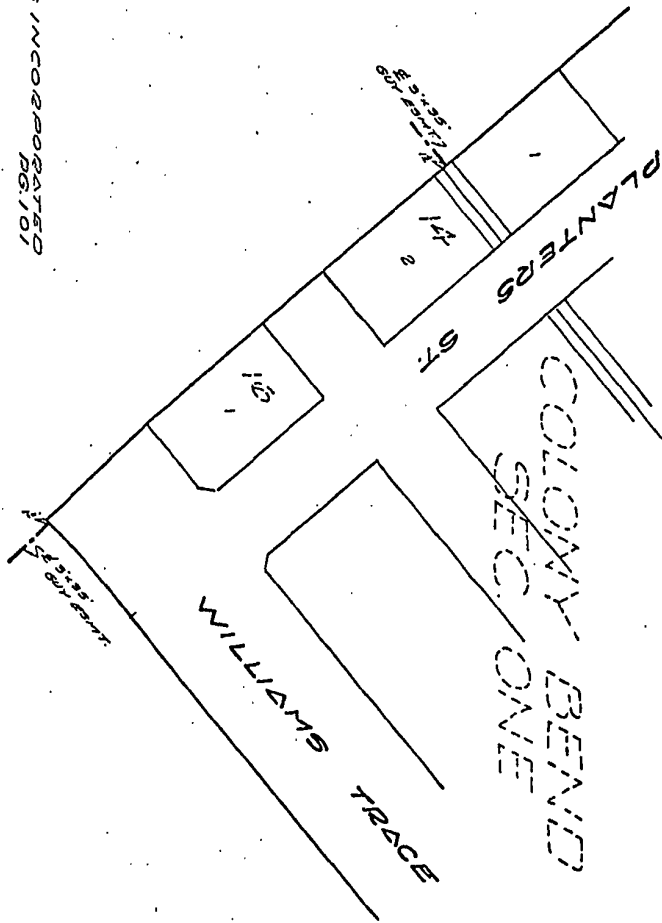
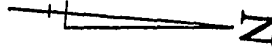
An unobstructed aerial easement ten (10) feet wide extending upward from an inclined plane; said inclined plane, which represents the lower limits of the aerial easement, begins at a height of fifteen (15) feet above the ground adjacent to and on both sides of the ten (10) foot wide dedicated easement and then continues outward to a height of nineteen (19) feet two (2) inches.

DEED

755 PAGE 72

NOTE:
THE EXTENSIONS OF ALL EASEMENTS ARE TO
THE EXTERIORS OF THE EXTERIORS OF ALL
ADJOINING EASEMENTS OR WITH ADJOIN-
ING PROPERTY LINES.

SUBSARLAND PROPERTIES INCORPORATED
VOL. 607



ELIJAH ALCON LEAGUE A-1

REVISIONS	NO. 1	NO. 2
JOB NO.		
REVISED BY		
DATE		
CREATED BY		
DATE		

EASEMENT DOWN GUY
 COUNTY, FORT BEND
 DATE: SEPT 21, 1977
 SCALE 1" = 100'

HOUSTON LIGHTING & POWER CO.
 HOUSTON, TEXAS
 ENGINEERING DEPARTMENT
 SKETCH NO. 77-1064

FILED FOR RECORD
AT 8 O'CLOCK P.M.

JAN 4 1978

Pearl Ellett
COUNTY CLERK, FORT BEND COUNTY, TEX.

Duly recorded this the 5 day of January A.D. 1978 at 4:30 O'Clock P.M.
Pearl Ellett, County Clerk
Fort Bend County, Texas

By *Olivia J. Carter* Deputy

COMPARED

DEED
VOL 777 PAGE 375

47973

AGREEMENT FOR UNDERGROUND ELECTRIC SERVICE
COLONY BEND SUBDIVISION-SECTION I
ELIJAH ALCORN SURVEY, ABSTRACT-1
FORT BEND COUNTY, TEXAS

THIS AGREEMENT is made and entered into by and between Sugarland Properties, Inc., a Texas corporation (hereinafter called "Developer") and Houston Lighting & Power Company, a Texas corporation (hereinafter called "Company"), for the furnishing of electric service to Colony Bend Subdivision, Section I, which is located in the Elijah Alcorn Survey, Abstract-1, being that property, or a part thereof, described in the following deed: Sugarland Industries, Inc. to Sugarland Properties Incorporated, recorded in Volume 607, Page 601 of the Fort Bend County Deed Records. The part of the aforesaid Subdivision covered by this contract is fully shown on a plat thereof recorded in Volume 20, Page 10, of the Map Records of Fort Bend County, Texas. The parties hereto covenant and agree as follows:

I.

AREA TO BE SERVED

A. Underground Service: - Subject to the conditions hereafter specified, and in reliance upon the representation of Developer and the plat of the subdivision reflecting that there are 24 or more lots in said subdivision upon which dwelling units, as herein defined, are to be constructed, or that 24 or more dwelling units are to be constructed within said subdivision, Company agrees to install, own, operate and maintain an underground electric distribution system for the furnishing of electricity to the aforesaid subdivision, making underground service available to all lots which are platted in said subdivision at the execution of this contract, and all dwelling units to be constructed within said subdivision, said subdivision being hereinafter designated Underground Residential Subdivision. "Dwelling units" shall include homes, townhouses and duplexes built for sale or rent and wired so as to provide for separate metering to each dwelling unit, but shall exclude mobile homes, as hereinafter specified. (If an apartment structure is erected within the Underground Residential Subdivision and wired so as to provide separate metering to each dwelling unit, then underground service will be provided to such structure, or, at the option of Developer, Company will furnish any other available type of service, under the terms and conditions of a separate contract.)

B. Reserves: - Except as hereafter provided, Company is not obligated under this contract to install facilities in Reserve(s) in Colony Bend Subdivision, Section I. If, however, Developer or any purchaser from Developer utilizes any reserve area for the erection of residential structures, such as homes, apartment structures, townhouses and duplexes, and if the development of such reserve area otherwise meets the requirements of Paragraph A above, then Company agrees to furnish underground service to the structures within such reserve area according to the terms and conditions of a separate contract.

II.

INSTALLATION OF FACILITIES

A. Type of service: - The electric service furnished under this agreement will be of the type described by Company as single phase, 240/120 volt, three wire, 60 cycle alternating current for lighting and power.

B. Distribution System: - The underground electric distribution system shall be installed in easements provided therefor and shall consist of overhead primary feeder circuits constructed on wood poles, single phase, underground primary and secondary circuits, pad mounted or other type of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. Company reserves the right to construct such overhead primary feeder lines within dedicated easements or easements otherwise acquired at such points along the perimeter of the subdivision or elsewhere as it may determine to be necessary for the furnishing of the underground residential distribution system herein provided for or to meet Company's general area requirements. At Company's option those lots adjacent to such overhead distribution facilities may be served from such overhead distribution system. Where overhead service is furnished the distribution system will be installed in easements provided therefor and shall consist of overhead primary and secondary circuits, constructed on wood poles equipped with transformers and such other appurtenances as shall be necessary to make overhead service available. Company shall at all times have title to and complete control over the facilities to be installed by it.

C. Preparation of Easement: - All easements for underground distribution shall be kept free and clear of obstructions. Developer agrees, at his expense, to have all lot corners and location of all dwelling units accurately staked on the ground, to have all easements cleared of trees, stumps, and other obstructions which would interfere with Company's pole line or underground cable installation, and to develop all easements and rights of way to final level grade, suitable for machine trenching, before Company starts its installation.

D. Coordination of construction: - Developer agrees to coordinate his construction work with Company's construction work in such a way that Company's facilities can be installed without interference due to construction of streets, sewers, water lines and facilities of other utilities. In the event Developer interferes with Company's installation of its facilities by the untimely installation of streets or other facilities, Company shall give notice to Developer and if the interference is not eliminated, a payment equivalent to the additional cost to Company brought about by the interference will be made by Developer and such shall be due upon the determination by Company of such additional cost and the submission of an invoice therefor.

E. Temporary service: - Temporary service for home construction shall be available only to locations adjacent to existing energized transformers or secondary junction boxes. The applicant for

temporary service will install a meter loop in accordance with the Company's then current Standards and Specifications and shall at his own cost, furnish and install necessary cable and appurtenances from the line side of the meter base to the designated point of service connection in compliance with applicant's service cable at Company's installed transformers or energized secondary junction boxes. Charges for temporary service under the conditions outlined above will be the same as in overhead service areas.

F. Service lines: - The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from point of Company's metering at the dwelling unit or structure to the point of attachment at Company's installed transformers or energized secondary junction boxes, said point of attachment to be made available by Company at a point designated by Company at the property line of each lot. Company shall make the necessary electrical connections at both the meter and the transformer or secondary junction box. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a service entrance in accordance with Company's then current Standards and Specifications for the location and installation of the meter for the electric service to each dwelling unit.

G. Construction schedule: - It is understood and agreed that Company does not obligate itself to start construction of its facilities under this contract prior to sixty (60) days from the date of this contract. However, Company will endeavor to start construction at an earlier date and expedite completion of the work provided for in this contract. Construction will not be started until Developer has granted the easements provided for herein and met all conditions specified in Article II-C hereof.

III.

EASEMENTS

A. Grant of easements: - Developer by the execution of this agreement hereby grants to Company, and to the various homeowners within the Subdivision, all necessary easements for the installation, maintenance and operation of Company's electric distribution system and homeowner's facilities, as follows:

1. Easements along, over, under and across the thoroughfares and streets for Company's underground facilities.
2. Easements along, over, under and across those areas specified as utility easements for Company's underground facilities and necessary appurtenances, including, without limitation, pad mounted transformers and junction boxes, and in areas where service is to be overhead the utility

easements may be utilized for overhead facilities.

3. Easements for the reciprocal benefit of the various homeowners affording access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires.

B. Location of easements: - The Company shall have the right to use the utility easements which are shown on the recorded plat of the Subdivision as centered on the rear property lines of all lots, and such additional easements as may be required for its underground distribution system will be located at such points as the underground system reasonably requires.

C. Additional easements: - Developer further agrees to grant to the Company and/or the various homeowners such additional easements within the aforesaid Subdivision as shall be necessary for the installation, maintenance and operation of Company's and homeowner's facilities; however, this paragraph is intended to create an obligation binding only on the Developer and the same is not to be construed as creating a covenant running with the land or as binding on subsequent purchasers of the lots in Colony Bend Subdivision, Section I.

D. Easement instruments: - Developer agrees to execute the customary additional instruments confirming the easements and rights of way heretofore granted or agreed to be granted, pursuant to this contract.

IV.

DEED RESTRICTIONS

Developer agrees to include in the restrictions made applicable to the Subdivision provisions substantially as follows:

"An underground electric distribution system will be installed in that part of Colony Bend Subdivision, Section I, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Colony Bend Subdivision, Section I, at the execution of this agreement between Company and Developer or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point

DEED

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designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

"The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

"The provisions of the two preceding paragraphs also apply to

any future residential development in Reserve(s) shown on the plat of Colony Bend Subdivision, Section I, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s)."

V.

Payment by Developer: - The underground distribution system covered by this contract is being installed by Company at no cost to Developer (except for certain conduits, where applicable and except as hereinafter provided) upon Developer's representation that such Subdivision covered hereby is being developed for residential dwelling units, including homes, townhouses, duplexes and apartment structures, constructed upon the premises and designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes), and so wired as to provide for separate metering to each dwelling unit. Should Developer's plans as outlined to Company be changed so that mobile homes are to be erected, or should the Developer sell lots within the Underground Residential Subdivision for location thereon of mobile homes, Developer shall thereupon become liable to Company for \$1.75 per front lot foot for all lots or dwelling units specified by this agreement to be within the Underground Residential Subdivision, such amount representing the excess in cost, for the entire Subdivision, of the underground distribution system being installed under this agreement over the cost of equivalent facilities for Company's standard overhead service; and Company shall not be further obligated to Developer under this contract until such payment shall have been made in full. In the event that Developer shall replat all or any part of the Subdivision, Company shall not be obligated to furnish the underground distribution system for services to the replatted lots or to the dwelling units located therein unless (a) the replatted lots or dwelling units to be located therein are to be constructed for "dwelling units" as hereinbefore defined, same being those constructed and designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) and wired for separate metering to each dwelling unit in a multiple dwelling unit structure and (b) payment is made to Company of an amount equal to the excess cost of bringing underground service to the replatted lots over the cost of installing underground distribution system for service to the lots as originally platted. Further, in the event that the plans for the development of the Underground Residential Subdivision as outlined to Company be changed after Company has installed any of its underground service facilities, and if such change in plans will require the removal of or alteration of such installed facilities, then, except to the extent that such facilities remain suitable for serving any dwelling units called for by the change in plans, Developer shall pay to Company the cost to Company

of installing and altering such facilities.

It is understood and agreed that the above provisions of this Article V also apply to any future residential development in Reserve(s) shown on the plat of Colony Bend Subdivision, Section I, as such plat exists at the execution of this contract or thereafter. Specifically, but not by way of limitation, if Developer undertakes some action in a former Reserve(s) which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, Developer shall pay Company \$1.75 per front lot foot for all lots in both the Reserve(s) and the Underground Residential Subdivision.

It is also understood and agreed that if Developer undertakes any action in the lots within the Underground Residential Subdivision which invokes the above per front lot foot payment in said Underground Residential Subdivision, Developer shall pay \$1.75 per front lot foot for any future installation of underground electric service in the above described Reserve(s).

The above provisions of this Article V do not apply to any future non-residential development in such Reserve(s).

This instrument constitutes the entire contract of the parties with respect to the matters herein contained and when duly executed shall be binding upon and inure to the benefit of both parties and their respective successors, legal representatives and assigns, but the agreement shall not be assignable by Developer without the written consent of Company.

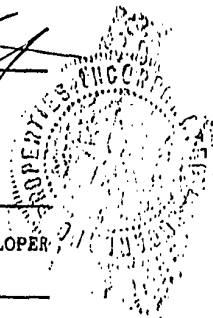
EXECUTED in triplicate at Houston, Texas, as of the 31st day of August, 1972.

HOUSTON LIGHTING & POWER COMPANY
By [Signature]
Vice President
D. D. Sykora

SUGARLAND PROPERTIES INC.
By [Signature]
President
R. C. Overturf

ATTEST:
[Signature]
ASST. Secretary
J. R. Johnston COMPANY

ATTEST:
[Signature]
ASST. Secretary
B. M. Eldridge DEVELOPER



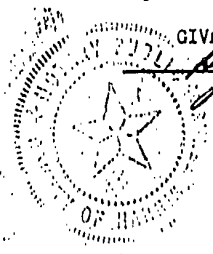
2020 Post Oak Tower
Mailing Address
Houston, Texas
City
77056
77027
Zip

STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared A. Craig Westfall, President of Harland Properties, Incorporated, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Harland Properties, Incorporated, a corporation, and that he executed the same as the act and deed of such corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of August, 19 77.



Carolyn D. Sheppard
NOTARY PUBLIC IN AND FOR
Harris COUNTY, Texas

CAROLYN D. SHEPPARD

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared D. D. SYKORA, Group Vice President of Houston Lighting & Power Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Houston Lighting & Power Company, a corporation, and that he executed the same as the act and deed of such corporation 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 November, 19 77.



Janet Van Wambeck
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

JANET VAN WAMBECK
Notary Public in and for Harris County, Texas
My Commission Expires 4-30-79

RETURN TO:
P. O. Kupec
HOUSTON LIGHTING & POWER COME
P. O. BOX 1700
HOUSTON, TEXAS, 77001

FILED FOR RECORD
AT 2:30 O'CLOCK 4 P.M.

MAY 26 1978

Pearl Ellett
County Clerk, Fort Bend Co., Tex.

Duly recorded this the 30 day of May A.D. 1978 at 4:30 O'Clock P.M.
By Oliver A. Cortez Deputy Pearl Ellett, County Clerk
Fort Bend County, Texas

672
COMPARED
62548

DEED
972 PAGE 197

AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") has been entered into on this 11th. day of June, 1981 by and between COLONY GRANT HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation (hereinafter referred to as the "Homeowners Association" or "Association") whose address is P. O. Box 527, Sugar Land, Texas 77478, and ARES, INC., a Texas corporation (hereinafter referred to as the "Grantee") whose address is P. O. Box 831, Sugar Land, Texas 77478.

WITNESSETH:

WHEREAS, the "Homeowners Association" has been duly and lawfully incorporated for the purposes of providing for the maintenance, preservation and architectural control of the residential lots within Colony Grant, a subdivision located in an unincorporated area lying outside the incorporated limits of the City of Sugar Land, in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 20, Pages 10 & 11, and Volume 22, Page 24, of the Map Records of Fort Bend County, Texas and any other areas created by the dedication of additional property to said subdivision, and for the purposes of promoting the health, safety and welfare of the residents thereof and any additions thereto as may hereafter be brought within the jurisdiction of the Association;

WHEREAS, the "Homeowners Association" has been duly and legally charged with the responsibility and authority to exercise certain powers and privileges as the representative and governing body of the owners of property in Colony Grant and to exercise any and all powers, rights and privileges which a nonprofit corporation organized under the laws of the State of

Texas may now or hereafter have to exercise; and

WHEREAS, the Grantee desires to install facilities providing cable television and entertainment services to the residents of Colony Grant by installing, operating and maintaining the cable and equipment to provide those services hereinafter described and the Association desires that such cable television and entertainment services be provided to the residents of Colony Grant;

NOW THEREFORE IT IS AGREED THAT, for and in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions herein contained, the Association hereby enters into a contract with the Grantee. Whereby the Grantee is to receive certain easement rights hereinafter set out and is to provide certain cable television and entertainment services for the use and benefit of the residents of the Colony Grant area.

Section 1. SHORT TITLE

This Agreement shall be known and may be cited as the Colony Grant-ARES, Inc. CATV Agreement.

Section 2. DEFINITIONS

For the purposes of this agreement the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory, and not merely directory.

A. "Colony Grant" shall mean the areas located in the unincorporated area of Fort Bend County in the State of Texas consisting of Colony Bend and Williams Grant Subdivisions and any other subdivisions subsequently under Homeowners Association jurisdiction.

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VOL. 972 MAR 1999

B. "Homeowners Association" shall mean the Colony Grant Homeowners Association, Inc. or its legal successor. "Association" shall reflect the same definition.

C. "Person" shall mean any person, firm, partnership, association, corporation, company, or organization of any kind.

D. "Grantee" shall mean ARES, Inc., or any person, firm, partnership, association, corporation, company, or organization of any kind who succeeds ARES, Inc., in accordance with the provisions of this Agreement.

E. "Basic Service" shall mean the simultaneous delivery by Grantee to the television receivers, or any other suitable type of audio-video communication receivers, of all its subscribers of all broadcast signals authorized for carriage by the FCC and of all regular non-broadcast signals provided to all of its subscribers. The initial signals are set forth in "Exhibit A".

F. "Premium Service" (Pay Television) shall mean the delivery over the CATV system of video and audio signals in intelligible form to subscribers for a fee or charge over and above the charge for basic or full services, on a per program, per channel or other subscription basis. The initial premium service is set forth in "Exhibit A".

G. "Channel" shall mean a band of frequencies, six megahertz wide, in the electro-magnetic spectrum which is capable of carrying either one audio-video television signal and a number of non-video signals, or several thousand non-video signals.

H. "Federal Communications Commission" shall mean that agency as presently constituted by the United States Congress or any successor agency.

I. "FCC" shall mean the Federal Communications Commission.

J. "Street" shall mean the surface of and the space above and below any public street, road, highway, alley, bridge, sidewalk, or other public place or way now or hereafter held by the Homeowners Association for the purpose of public travel and shall include other easements or rights-of-way now held or hereafter held by the Homeowners Association which

shall, within their proper use and meaning, entitle the Homeowners Association and Grantee to the use thereof for the purposes of installing or transmitting CATV system transmissions over poles, wires, cables, conductors, conduits, manholes, amplifiers, appurtenances, attachments, and other structures, equipment, and facilities as may be ordinarily necessary and pertinent to a CATV system.

K. "CATV System" shall mean a system of cables, wires, lines, towers, wave guides, microwave, laser beams, or any other converters, equipment, or facilities designed and constructed for the purpose of producing, receiving, amplifying, and distributing by audio, video, and other forms of electronic or electric signals to and from subscribers and locations in the subdivisions of Colony Grant.

L. "CATV" shall mean community antenna television.

M. "Converter" shall mean an electronic device which converts signals to a frequency not susceptible to interference within the television receiver of a subscriber and by an appropriate channel selector also permit subscriber to view all signals delivered at designated dial locations.

N. "Gross Revenues" shall mean all revenues collected by the Grantee, including, but not limited to Basic Service Revenues and Premium Service, and any other source of revenues received by the Grantee in its operation of the CATV system under this Agreement. Gross Revenues shall not include any taxes which are imposed on any subscriber or user of the CATV system by any governmental unit and collected by Grantee for such governmental unit nor any customer deposit, nor the sale or lease purchase of equipment when it can be demonstrated to the satisfaction of the Homeowners Association that such sale involves a transfer of equipment to the cable customer at manufacturer's cost plus transportation.

Section 3. GRANT OF EASEMENT

A. To the extent that Homeowners Association has the legal right to do so, Homeowners Association does hereby grant in perpetuity to the Grantee the right to install communications cable and necessary equipment within dedicated utility easements or rights-of-way, and consistent with overall development of the subdivisions within the Homeowners

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Association, other rights-of-way which are needed to provide cable television services under the terms of the Agreement. The rights granted under this Agreement shall be effective for the areas or subdivisions named above. The rights, privileges and licenses granted to the Grantee by Homeowners Association to use the utility easements and rights-of-way shall extend to cover not only the lands described in this Agreement and Exhibits hereto, but also all future lands contiguous and/or reasonably proximate to Homeowners Association which may hereafter be brought within the jurisdiction of the Homeowners Association. The Grantee shall, at its sole cost and expense, be obligated to obtain any and all other necessary rights, easements, rights-of-way, consents, privileges and licenses from the developers, builders, utilities or government and other entities as may be legally required or justified under the circumstances. The Grantee further agrees that all installation, maintenance, repair, use, operations or other work initiated by the Grantee or otherwise required by the Grantee's business or this Agreement shall be conducted in such a manner as not to reasonably interfere with the rights and/or privileges of such individual property owners, homeowners, developers, builders or utilities.

B. The easements and rights-of-way shall be for the right and privilege to have, acquire, construct, reconstruct, maintain, use and operate in, over, under, along, and across the present and future streets, highways, alleys, bridges, and public ways and places of the Homeowners Association all necessary or desirable poles, towers, anchors, wires, cables, electronic conductors, underground conduits, manholes, and other structures and appurtenances necessary for the construction, maintenance, and operation of a system and service for receiving, amplifying and/or distributing television, radio, and other electronic signals, hereinafter called a "community antenna or cable television system".

C. This section is expressly subject to Underground Installation set forth in Sections 7 and 13, and Grantee agrees that prior approval of the Homeowners Association shall be obtained before any construction is undertaken in all areas within or in reasonable proximity to the Colony Grant area.

Section 4. OPERATION

A. This Agreement shall be for the developed areas, existing and planned and shall be defined by use of a well

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marked map attached to this Agreement and referred to as "Exhibit B".

B. Extension of the developed areas not attached as "Exhibit B" will be considered developed areas when housing density reaches 40 dwelling units per street mile provided no duplication of service is required.

Section 5. COMPLIANCE WITH APPLICABLE LAWS

The work and activity done in connection with the construction, reconstruction, maintenance, operation, or repair of Grantee's CATV system shall be subject to and governed by all present and future laws, rules and regulations of the Homeowners Association, the State of Texas, the United States of America, the FCC, and any other state or federal agency having jurisdiction over such matters.

Section 6. USE, RENTAL, OR LEASE OF UTILITY POLES AND FACILITIES

There is hereby granted to Grantee the authority to contract with the Homeowners Association or with an appropriate board or agency thereof or with the holder or owner of any utility franchise in Colony Grant for the use, rental or lease of its or their poles, underground conduits and other structures and facilities for the purpose of extending, carrying or laying Grantee's wires, cables, electronic conductors and other facilities and appurtenances necessary or useful in receiving, amplifying and distributing television, radio, and other electronic signals and in providing community antenna or cable television service in Colony Grant.

Section 7. CONDITIONS TO GRANT

A. Use. All transmission and distribution structures, lines, equipment and facilities erected or maintained by Grantee within Colony Grant shall be so located as to cause minimum interference with the proper or intended use of streets, highways, alleys, bridges, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of owners of property adjoining any of said streets, highways, alleys, bridges or other public ways.

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B. Cutting of Street Surface. No surface of any paved street shall be cut or disturbed by Grantee in laying, constructing, maintaining, operating, using, extending, removing, replacing, or repairing its CATV system without 30 days written prior notice to the Homeowners Association. If the Homeowners Association is of the opinion that such proposed cut or disturbance of a paved street surface could not be timely and satisfactorily repaired or restored, the Homeowners Association shall require Grantee's proposed work to be performed by tunnelling under such paved surface rather than by cutting same.

C. Restoration. The surface of any street disturbed by Grantee in laying, constructing, maintaining, operating, using, extending, removing, replacing, or repairing its CATV system shall be restored by Grantee immediately after the completion of the work, at its sole cost and expense, to as good a condition as before the commencement of the work and maintained by Grantee to the satisfaction of the Homeowners Association, for one year from the date of completion of such restoration work. No street shall be encumbered by construction, maintenance, removal, restoration, or repair work by Grantee for a longer period than shall be necessary to execute such work. If, in the opinion of the Homeowners Association, there is an unreasonable delay by Grantee in restoring and maintaining streets after such excavations or repairs have been made, the Homeowners Association shall have the right without further notice to restore or repair the same and to require Grantee to pay the cost of such restoration or repair. The Grantee shall not interrupt the electric, gas, water, telephone and sewer utilities provided to any individual property owner or resident in the subdivision nor damage or destroy any improvement or other private property located on any individual lot or other area within the subdivision. In the event of any such interruption, damage or destruction, the Grantee, at its sole cost and expense, shall restore, repair or replace such items within twenty-four (24) hours of such event to the satisfaction of the individual property owner or resident and the Association. In the event the Grantee fails or refuses to commence, pursue or complete such restoration, repair or replacement work within such period, the Association shall have the authority, but not the obligation, to cause such restoration, repair or replacement work to be commenced and completed and to require the Grantee to pay the Association the cost of such work.

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D. Relocation. Whenever by reason of the construction, repair, maintenance, relocation, widening, raising, or lowering of the grade of any street by the Homeowners Association or by the location or manner of construction, reconstruction, maintenance, or repair of any public property, structure, or facility by the Homeowners Association, it shall be deemed necessary by the Homeowners Association for Grantee to move, relocate, change, alter, or modify any of its facilities or structures, such change, relocation, alteration, or modification shall be promptly made by Grantee, at its sole cost and expense, when directed in writing to do so by the Homeowners Association, without claim for or right of reimbursement of cost or damages against the Homeowners Association. In the event Grantee, after such notice, fails or refuses to commence, pursue, or complete such relocation work within a reasonable time, the Homeowners Association shall have the authority, but not the obligation, to remove or abate such structures or facilities and to require Grantee to pay to the Homeowners Association the cost of such removal or abatement, all without compensation or liability for damages to Grantee.

E. Temporary Removal of Wire for Building Moving. Grantee, upon written request of any person holding a building moving permit issued by the Homeowners Association or other local authority, shall remove, raise, or lower its wires and cables temporarily to permit the moving of houses, buildings, or other bulky structures. The reasonable expense of such temporary removal, raising, or lowering shall be paid by the benefited person and Grantee may require such payment in advance, it being without obligation to remove, raise, or lower its wires and cables until such payment shall have been made. Grantee shall be given not less than forty-eight (48) hours advance written notice to arrange for such temporary wire and cable adjustments.

F. Tree Trimming. Grantee shall have the authority, to the same extent that the Homeowners Association has such authority, to trim trees upon or overhanging streets, highways, alleys, sidewalks, bridges or other public ways or places of the Homeowners Association in order to prevent the branches of such trees from coming into contact with the wires, cables, electronic conductors or other facilities or equipment of the Grantee.

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G. Placement of Fixtures. The Grantee shall not place poles, towers or similar fixtures where the same will interfere with any gas, electric or telephone fixtures, water hydrant or main, drainage facility or sanitary sewer, and all such poles, towers or similar fixtures shall be placed in such manner as not to interfere with the usual travel or use of streets, highways, alleys, or other public ways or places or the proper, intended functions of any and all utilities or the repair or maintenance thereof in the future.

H. Approval of Plans and Specifications. The Grantee shall provide plans and specifications for all major construction within streets, ~~highways~~ alleys, bridges, easements and public ways and places in the subdivision to the Association for review at least thirty (30) days prior to the start of construction. This provision shall apply to each construction sequence if the construction is accomplished in phases. Where construction is underway all plans and specifications shall be submitted within thirty (30) days after effective date of this agreement.

Section 8. INDEMNIFICATION

A. Personal Injury and Property Damage. The Grantee shall indemnify, defend and save the Association and/or each of its directors, officers and members whole and harmless from any and all liability, claims or causes of action, and the costs thereof, for injury or damage to persons or property occasioned by, resulting from or arising out of in any way the construction, erection, maintenance, repair or operation of said community antenna or cable television system or by the conduct of the Grantee's business. The Grantee shall pay, and by its acceptance of this Agreement, the Grantee specifically agrees that it will pay, all expenses incurred by the Association or its directors, officers and members, provided such expenses are not covered by liability insurance maintained by the Association, in defending any and all such claims. These expenses shall include all out-of-pocket expenses, such as attorney fees and court costs, and shall also include the reasonable value of any services rendered by the Association's attorney or his assistants. The Grantee shall procure and maintain at its sole cost and expense, throughout the term of this Agreement, a policy of liability insurance with the minimum amounts of coverage specified in Section 9 of this Agreement in

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support of the indemnification required hereunder. Neither the provisions of Sections 8 or 9 of this Agreement nor the providing of such coverage shall be construed to limit the liability of the Grantee under this Agreement with respect to the indemnification provided for hereunder.

B. Property, Liens and Taxes. The Grantee shall assume full responsibility for loss or damage to all material, machinery, equipment and fixtures or other property in use or place in Colony Grant while performing hereunder. The Grantee shall pay all legal claims for labor and/or material related to the performance of this Agreement, shall assume exclusive liability for the payment of any tax or levy applicable to its business or property and shall not permit any liens of any kind to be fixed or filed against property located in the Colony Grant Area.

Section 9. LIABILITY INSURANCE

A. Minimum Coverage. Within thirty (30) after the effective date of this agreement and prior to any work commencing, Grantee shall file with the Homeowners Association Secretary and shall maintain on file throughout the term of this agreement a liability insurance policy issued by a company duly authorized to do business in the State of Texas insuring the Homeowners Association and Grantee with respect to the installation, maintenance, and operation of Grantee's CATV system in the following minimum amounts:

- (1) One Person. Five Hundred Thousand Dollars (\$500,000.00) for bodily injury or death to any one person.
- (2) One Accident. One Million Dollars (\$1,000,000.00) For bodily injury or death resulting from any one accident.
- (3) Property Damage. Five Hundred Thousand Dollars (\$500,000.00) For property damage resulting from any one occurrence.
- (4) All Other Types of Liability. One Hundred Thousand Dollars (\$100,000.00) for all other types of liabilities.

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B. Increased Coverage. The Homeowners Association reserves the right to require Grantee to increase the minimum amounts of liability insurance coverage by joint agreement between Homeowners Association and ARES, Inc.

C. Notice of Cancellation or Reduction. Said policy of liability insurance shall contain the provision that written notice of expiration, cancellation, or reduction in coverage of the policy shall be delivered to the Homeowners Association Secretary and to the Grantee at least thirty (30) days in advance of the effective date thereof.

D. Term. Such liability insurance shall be kept in full force and effect by Grantee during the existence of this Agreement and thereafter until after the removal of all poles, wires, cables, underground conduit, manholes, and other conductors and fixtures incident to the maintenance and operation of Grantee's CATV system, should such removal be required by the Homeowners Association or undertaken by Grantee.

Section 10. INSTALLATION SCHEDULE

A. Permits, Licenses, and Certificates. Within thirty (30) days after the acceptance of this Agreement, Grantee shall proceed with due diligence to obtain all necessary permits and authorizations which are required in the conduct of its business including, but not limited to, utility joint-use attachment agreements, and permits, licenses, authorizations, and certificates to be granted by duly constituted local, state, and federal governmental entities and regulatory agencies having jurisdiction over the installation and operation of the CATV system.

B. State of Construction. Within sixty (60) days after obtaining all necessary permits, licenses, authorization, and certificates, Grantee shall commence construction and installation of its CATV system, subject to the conditions of this Agreement. Cable TV Agrees that no construction shall occur prior to receipt of necessary permits.

C. Initial Rendering of Service. The Grantee shall complete the construction and installation of its CATV system on or before November 26, 1981 in accordance with the

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requirements of this Agreement and the rules and regulations of the FCC, unless such construction and installation is delayed by powers beyond the control of the Grantee.

D. Compliance. Failure of Grantee to commence and diligently pursue each of the foregoing requirements and to abide by and to complete each of the matters set forth herein shall be grounds for termination of this Agreement. Provided, however, Homeowners Association in its discretion may extend the time for the commencement and completion of construction and installation for additional periods in the event Grantee, acting in good faith, experiences delays by reason of circumstances beyond its control.

Section 11. SURETY BOND

A. Amount and Conditions. The Grantee shall maintain, and by its acceptance of this Agreement specifically agrees that it will maintain, throughout the term of this Agreement a faithful performance bond running in favor of the Homeowners Association, written by a corporate surety licensed to do business in the State of Texas, in the penal sum of Twenty-Five Thousand Dollars (\$25,000.00) conditioned that Grantee shall well and truly observe, fulfill, and perform each and every term and condition of this Agreement and that in the event of any breach of condition of the bond the amount thereof shall be recoverable, jointly and severally, from the principal and surety thereof by the Homeowners Association for all damages, plus reasonable attorney's fees and court costs, proximately resulting from the failure of Grantee to well and faithfully observe and perform any provision of this Agreement.

B. Premiums and Terms. Grantee shall pay all premiums chargeable for the bond and shall keep the same in force and effect at all times throughout the existence of this Agreement and thereafter until Grantee has liquidated all of its obligations with Colony Grant that may have arisen from the acceptance of this Agreement by Grantee or from the exercise of any right or privilege granted hereunder, including the removal of all poles, wires, cables, underground conduits, manholes, and other conductors and fixtures incident to the maintenance and operation of its CATV system, should such removal be required by the Homeowners Association or undertaken by Grantee upon the termination of this Agreement.

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C. Cancellation. The bond shall contain a provision that it shall not be cancelled or otherwise allowed to expire without thirty (30) days prior written notice to that effect being given to the Homeowners Association, by delivery to the Homeowners Association Secretary, and to the Grantee.

D. Approval of Form. The bond shall be in a form satisfactory to the Homeowners Association's Attorney and shall be filed, together with written evidence of payment of the required premiums, with the Homeowners Association Secretary during the term of this Agreement.

E. Not a Limit of Liability. Neither the provisions of this section, the filing of the bond required hereby, nor any damages recovered by the Homeowners Association thereunder shall be construed to excuse faithful performance by Grantee or limit the liability of Grantee under this Agreement or for damages to the full amount of the bond or otherwise.

F. In Lieu of Bond. In lieu of the bond hereinabove provided for, Grantee may at its option deposit with the Homeowners Association a Certificate of Deposit issued by any bank or savings and loan association doing business in the State of Texas or cash funds in the amount of \$25,000.00 which certificate or cash monies shall be pledged to guarantee the performance of all obligations of Grantee under this Agreement.

Section 12. OPERATION STANDARDS

Grantee's CATV system shall be installed, maintained, and operated in accordance with the highest accepted standards of the industry to the end that the subscriber may receive the best and most desirable form of service. Toward accomplishment of this purpose, Grantee and its CATV system shall meet the following minimum standards and service offerings:

A. Compliance with FCC Rules. Grantee shall comply with present and future rules and regulations of the FCC in connection with and relating to the operation of its CATV system.

B. Quality of Color Signals. Grantee's CATV system shall be capable of transmitting and passing the entire color television spectrum without the introduction of material degradation of color intelligence and fidelity.

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C. Rated for Continuance Operation. Grantee's CATV system shall be designed and rated for twenty-four (24) hours a day continuous operation.

D. Quality of Picture. Grantee's CATV system shall be capable of and shall produce a picture upon any subscriber's television screen, in black and white or color, provided the subscriber's television set is capable of producing a color picture, that is undistorted and free from ghost images and accompanied by proper sound, assuming the technical, standard production television set is in good repair and the television broadcast signal transmission is satisfactory. In any event, the picture produced shall be as good as the state of the art allows.

E. No Cross Modulation or Interference. Grantee's CATV system shall transmit or distribute signals of adequate strength to produce good pictures with good sound in all television receivers of all subscribers without causing cross modulation in the cables or interference with other electrical or electronic systems.

F. Channel Capacity. Grantee's CATV system shall have a minimum channel capacity of fifty plus (50+) television channels.

G. Signals To Be Carried.

(1) Grantee shall carry on its CATV system the signals of all stations significantly viewed in the Homeowners Association and the signals of no less than two (2) distant independent commercial stations.

(2) It shall provide at least one optional premium channel.

(3) It shall make available a frequency allocation for possible future use in monitoring fire/smoke, intrusion, assault and medical emergency.

H. Converter-Parental Lock; Selection of Signal Number.

Any converter offered or provided by Grantee shall be equipped with a parental lock capable of locking or securing one channel or all channels. Further, the channel selector of the converter shall be numbered so that where technically feasible

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Grantee may carry all relevant over-the-air television signals on the channel number of the station.

I. Temperature Range. Grantee's CATV system shall be capable of operating throughout the air temperature range of 1 to 110 degrees Fahrenheit without degradation of audio or video fidelity.

J. Education Channels. At least two channels shall be reserved for the use of the Fort Bend Independent School District. Such channels shall be provided free of charge.

K. Public Channels. At least two channels shall be reserved for the use of the public, which shall have nondiscriminatory access without charge.

L. Standard of Care. Grantee shall at all times employ high standard of care and shall install, maintain, and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public.

M. Grantee's Office. Grantee shall maintain one principal office, and may maintain as many sub-offices as are reasonably necessary to promote good service and convenience to the public, in the city of Sugar Land, Texas which shall be open during all usual business hours, have a listed telephone, and be so equipped and operated that complaints and requests for installation, repairs, or adjustments may be received and timely and reasonably answered.

N. Service and Repair. Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Insofar as possible, such interruptions shall be preceded by forty-eight (48) hours notice and shall occur during periods of minimum use of the CATV system.

O. Service Calls. Grantee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible, but, in all events, within seventy-two (72) hours after notice thereof. For that purpose, Grantee shall maintain a competent staff of employees sufficient in size to provide adequate and prompt service to subscribers.

P. State of the Art. In order to ensure that the system is current with the state of the art, minimum performance criteria established by this Agreement shall be reviewed by Homeowners Association at intervals of no less than two years. Homeowners Association may require any and all feasible construction and installation necessary to keep current with existing CATV technology. In all cases where such construction or installation is contested by Grantee, the burden of proof of infeasibility shall be that of the Grantee.

Q. Public School, Receiving and Transmitting Capabilities. Upon request, Grantee shall provide, without charge, basic service to one public place to be designated by the Homeowners Association, and each public school within Colony Grant. The transmission path shall be capable of both receiving and transmitting audio and video signals.

R. Service Interruption. In the event Grantee's service to any subscriber is interrupted in its entirety or in the event the signal transmitted is below reasonable quality for twenty-four (24) or more continuous hours, Grantee shall provide such subscriber upon request a pro rata credit or rebate of the Grantee's charge or fee for said service. Such credit or rebate shall be based on the proportion of time during a normal billing period that Grantee's service is interrupted, unavailable, or transmitted below reasonable quality to any subscriber.

S. Complaint Records. The Grantee shall maintain a written record or "log", listing date and time of customer complaints, identifying the subscriber and describing the nature of the complaints and when and what actions were taken by the Grantee in response thereto; such record shall be kept at Grantee's local office, reflecting the operations to date for a period of at least three (3) years and shall be available for inspection by the Homeowners Association during regular business hours.

T. Record of Facilities. During the life of the Agreement, Grantee shall provide to the Homeowners Association current mapping indicating the location of Grantee's lines and facilities.

U. Construction in Easements. In the event Grantee's work required that it damage, destroy, or remove privately

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owned property permanently situated on a public utility easement, Grantee shall rebuild or restore such privately owned property to the condition that it was prior to the time of such damage, destruction or removal.

Section 13. UNDERGROUND INSTALLATION

In all areas of Colony Grant or areas hereafter brought within the jurisdiction of the Homeowner's Association, having telephone lines and electric utility lines underground, any and all of Grantee's lines, cables, and wires shall be underground.

Section 14. INTERCONNECTION

Grantee's system shall have the capacity to interconnect with any other contiguous CATV system operating in the area.

Section 15. EMERGENCY USE OF THE CATV SYSTEM

In the event of an emergency or disaster, Grantee shall upon request of the Homeowners Association or its designated representative make available its facilities to the city of Sugar Land for emergency use during the period of such emergency or disaster and shall provide such personnel as may be necessary to operate its facilities under the circumstances. Grantee shall provide a transmission path for an emergency interrupt whereby the city of Sugar Land, in time of crisis, may be able to introduce a bulletin on all channels simultaneously.

Section 16. PERFORMANCE EVALUATION SESSIONS

The Homeowners Association may hold a public hearing or hearings for the purpose of reviewing the performance of the Grantee under the Agreement. Attendance of the Grantee's duly authorized representative at these public hearings is mandatory unless waived by the Homeowners Association. Topics which may

be discussed at any of these sessions include, but are not limited to, programming, service, rates, structures, maintenance of the system, free services, the development of new services or the utilization of new technologies, the level of performances or services compared to systems of similar description in other cities within the FCC's top 100 TV market listings, amendments to the Agreement, and any FCC, State, or judicial rulings pertinent to the Agreement. The Grantee shall make available to the Homeowners Association, if requested, any records, documents, or other information as may be relevant to the Homeowners Association review.

All records and minutes of each of the performance evaluation sessions shall be retained by the Homeowners Association Secretary and be available for inspection throughout the term of the Agreement.

Section 17. PENALTY PROVISIONS

For violation of material provisions of this Agreement the penalties shall be chargeable to the Grantee after reasonable notice of thirty (30) days as follows:

- A. For failure to provide data and reports required by this Agreement..... \$100.00/Day
- B. For failure to comply with reasonable recommendations and requests of the Homeowners Association as may be made pursuant to authority granted by this Agreement-\$300.00/Day

Section 18. COMPLIANCE WITH STATE AND FEDERAL LAWS

Notwithstanding any other provision of this ordinance to the contrary, Grantee shall at all times comply with all laws, rules and regulations of the state and federal governments and any administrative agencies thereof. If any such state or federal law, rule, or regulation shall require or permit Grantee to perform any service or shall prohibit Grantee from performing any service in conflict with the provisions of this Agreement, then immediately following knowledge thereof Grantee shall notify Homeowners Association in writing of the point of conflict believed to exist between such state or federal law, rule, or regulation and this rule or regulation of the Agreement. If

the Homeowners Association determines that a material provision of this Agreement does in fact conflict with such state or federal law, rule, or regulation, it shall have the right to modify any provision herein to such reasonable extent as may be necessary to carry out the full intent and purpose of this Agreement.

Section 19. MODIFICATION BY FCC

It is specifically agreed by the Homeowners Association and Grantee that any modifications of the provisions of this Agreement resulting from amendment of the rules and regulations of the FCC shall be incorporated into this Agreement by the Homeowners Association within one year of the adoption of the amendment by the FCC.

Section 20. EMPLOYMENT REQUIREMENT

The Grantee shall afford equal opportunity in employment to all qualified persons. No person shall be discriminated against in employment because of race, color, religion, national origin, sex, or handicap.

Section 21. OTHER BUSINESS ACTIVITY

Grantee shall not engage in the business of selling, repairing, or installing television receivers or radio receivers within Colony Grant during the term of this Agreement.

Section 22. RATES AND CHARGES FOR SERVICE

- A. The Homeowners Association shall be empowered to determine, fix, and regulate the basic service subscription charges.
- B. Initial maximum rates for basic and premium subscription charges of the cable television system shall be those delineated in Exhibit "C" entitled "Rates for Services", which shall be incorporated herein and adopted by reference.
- C. The Grantee herein affirms and agrees that the maximum rates for services shown in Exhibit "C" shall be in

effect for a minimum of two (2) years from the date the cable television system is activated.

D. Grantee shall have the right to conduct promotional campaigns which permit subscriptions to the system at lesser rates than those set forth in Exhibit "C".

E. The Grantee or Homeowners Association may, from time to time, establish revised rates for services. The following procedures are hereby adopted to provide for a method for the revising of rates:

(1) The Grantee shall file a petition with the Homeowners Association, which petition will contain full and detailed information concerning the rate revisions being requested and supporting financial documentation for such rate revision.

(2) The Homeowners Association shall establish the date and time for public hearing on such rate revision request within a reasonable period of time, and shall render a decision on the request within a reasonable period of time following the public hearing.

Section 23. PAYMENT TO THE HOMEOWNERS ASSOCIATION

A. Amount of Payment. As compensation for the right, easement, privilege and Agreement herein conferred, Grantee shall pay to the Homeowners Association three percent (3%) of gross revenues.

B. Time of Payments. A prepayment of the estimated fee shall be made by January 10th of each year covering the preceding calendar year with final payment made on audited gross revenues on March 1 of each year covering the preceding calendar year. Grantee agrees to file with the Secretary of the Homeowners Association on or before March 1 of each year during the continuance of this Agreement a sworn report showing the gross receipts received by Grantee during the preceding calendar year from its community antenna or cable television system within the Colony Grant subdivision; as provided for in Section 4.

C. Alteration of Fee. It is recognized that the 3% fee is established in conformance with the current FCC Rules

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on Cable Television Systems as stated in 47 C.F.R. 76.31 entitled "Franchise Standards". In the event that the FCC shall modify such Rule so as to eliminate or alter in any fashion the 3% fee limitation, or in the event that such 3% fee limitation shall be eliminated or altered by judicial determination, the Homeowners Association reserves the right to renegotiate the amount of the fee.

D. Late Payment. In the event that any payment or recomputed amount is not made on or before the applicable dates heretofore specified, interest shall be charged from such due date at the annual rate of ten percent (10%).

E. Right of Inspection of Records. The Homeowners Association shall have the right to inspect Grantee's records showing the gross revenues from which payments to the Homeowners Association are computed and the right of audit and recomputation of any and all amounts paid under this Agreement. No acceptance of payment shall be construed as a release or as an accord and satisfaction of any claim that Homeowners Association may have for the performance of any other obligation hereunder.

F. Other Payments to Homeowners Association. The fee payable hereunder shall be exclusive of and in addition to all ad valorem taxes; special assessments for municipal improvements, and other lawful obligations of Grantee to the Homeowners Association or other municipalities.

Section 24. RECORDS AND REPORTS

A. Principal Office of Grantee. Grantee shall maintain its principal office in Sugar Land, Texas as long as it continues to operate its CATV system or any portion thereof and hereby designates such office as the place to where all notices, directions, orders, and requests may be mailed, served, or delivered under this Agreement. The Homeowners Association Secretary shall be notified of the location of such office or any change thereof.

B. Books of Account. Grantee shall keep complete and accurate books of accounts and records of its business

and operation under and in connection with this Agreement. All such books of account and records shall be maintained at Grantee's principal office in Sugar Land, Texas.

C. Access by Homeowners Association. The Homeowners Association, through its duly designated officers, agents or representatives, shall have access to all books of account and records of Grantee for ascertaining the correctness of any and all reports and may examine its officers and employees under oath in respect thereto. Access shall be given by Grantee to such officers, agents, or representatives of the Homeowners Association at all reasonable times not only to Grantee's records of gross revenues, but also to all of Grantee's plans, contracts, engineering, planning, statistical, customer, and subscriber service records relating to the properties and operation of its CATV system.

D. Annual Report. An annual report showing gross revenues received by Grantee for the preceding calendar year, prepared and certified to by an independent certified public accountant, and such other information as the Homeowners Association shall request, shall be filed by Grantee with the Homeowners Association within ninety (90) days following the end of each calendar year or portion thereof during which this Agreement is in effect.

Section 25. GRANTEE'S RULES

Grantee shall have the authority to promulgate such rules, regulations, terms, and conditions governing the conduct of its business as shall be reasonably necessary to enable Grantee to exercise its rights and to perform its obligations under this Agreement and to assure an uninterrupted service to each and all of the subscribers to its service; provided, however, such rules, regulations, terms, and conditions shall not be in conflict with any of the provisions of this Agreement, the laws of the State of Texas, and the United States of America, and the rules and regulations of the FCC, and any other federal agency having jurisdiction. A copy of Grantee's rules, regulations, terms, and conditions shall be filed with the Homeowners Association and thereafter be maintained current by Grantee.

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Section 26. RATES

Rates charged by Grantee for basic service to subscribers shall be fair, reasonable and nondiscriminatory. Ceiling rates for basic service shall be established by Homeowners Association action and shall be presented a "Exhibit C" attached.

A. Discontinuance of Service for Non-Payment. Grantee may disconnect installations and discontinue service to a subscriber upon failure to pay his or its bill within thirty (30) days of rendition; provided, however, Grantee shall give five (5) days written notice to a subscriber, delivered either by mail or served in person, that service will be discontinued unless arrearages are paid before the expiration of the five (5) day period.

B. Disconnection of Installation Because of Deceit. Grantee may disconnect installations and discontinue service to a subscriber who operates or attempts to operate more than one television set at any one time on an installation for which no additional service fees are being paid, or permits anyone else to do the same; provided, however, television servicemen may disconnect or reconnect the terminal unit on the rear of the television receiver for the purpose of repairing or replacing receiver equipment at the request of the subscriber.

C. Posting of Rates. Grantee shall publish and post in its local offices schedules of its rates and charges.

Section 27. DISTANT EXTENSION OF DISTRIBUTION CABLE

It shall be the policy of the Grantee that, in the event that a potential subscriber's premises are located at some distance from a distribution cable, the established installation fee shall cover extensions of up to three hundred (300) feet without additional charge. Individual extensions of greater than three hundred (300) feet shall be negotiated between the subscriber and the Grantee and additional cost to the subscriber shall be computed for every foot of cable extension in excess of three hundred (300) feet.

Section 28. PROHIBITION OF DISCRIMINATORY OR PREFERENTIAL PRACTICES

In its rates or charges, or in making available the services or facilities of the CATV system, or in its rules or regulations, or in any other respect, Grantee shall not make or grant preference or advantage to any subscriber or potential subscriber or to the user or potential user of the CATV system and shall not subject any such person to any prejudice or disadvantage. This provision shall not be deemed to prohibit promotional campaigns to stimulate subscriptions to the CATV system or other legitimate uses thereof.

Section 29. PROTECTION OF SUBSCRIBER PRIVACY

A. Use of Data from Subscriber. The Grantee shall not initiate or use any form, procedure or device for procuring information or data from subscribers' terminal by use of the system, without prior valid authorization from each subscriber, so affected.

B. Subscriber Lists. The Grantee shall not, without prior valid authorization from each subscriber so affected, provide any list designating subscribers' names or addresses to any other party except where required under contract for provision of premium service.

C. Subscriber Transmission. Grantee shall not permit the installation of any special terminal equipment in any subscriber's premises that will permit transmission from subscriber's premises of two-way services utilizing aural, visual or digital signals without first obtaining written permission of the subscriber.

Section 30. NON-EXCLUSIVE EASEMENT

The rights, privileges, and easement granted hereby are not exclusive and nothing herein contained shall be construed to prevent the Homeowners Association from granting any like or similar rights, privileges, and easement to any other person within all or any portion of the Colony Grant subdivisions.

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Section 31. REVOCATION OF EASEMENT

In addition to all other rights and powers of the Homeowners Association by virtue of this Agreement or otherwise, the Homeowners Association reserves as an additional and as a separate and distinct power the right to terminate and cancel this Agreement and all rights and privileges of Grantee hereunder in any of the following events or for any of the following reasons:

A. Violation of Provisions. Grantee shall by act or omission violate any term, condition, or provision of this Agreement and shall fail or refuse to effect compliance within sixty (60) days following written demand by the Homeowners Association to do so.

B. Insolvent or Bankrupt. Grantee becomes insolvent, unable or unwilling to pay its debts or is adjudged bankrupt or all or any part of Grantee's facilities are sold under an instrument to secure a debt and are not redeemed by Grantee within thirty (30) days from the date of such sale.

C. Fraud or Deceit. Grantee attempts to or does practice any fraud or deceit in its conduct or relations under this Agreement with Homeowners Association, subscribers, or potential subscribers.

D. Method of Termination and Cancellation. Before any such termination and cancellation of this Agreement, Grantee must be given at least sixty (60) days advance written notice, which notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise Grantee that it will be provided an opportunity to be heard by Homeowners Association regarding such proposed action before any such action is taken, and shall set forth the time, date, and place of the hearing. In no event shall such hearing be held less than sixty (60) days following delivery of such notice to Grantee. Upon such hearing, the Homeowners Association may terminate or cancel the Agreement, if Provisions of this Agreement have been violated as set out above.

E. Force Majeure. Other than its failure, refusal, or inability to pay its debts and obligations, including specifically, the payments to the Homeowners Association required by this Agreement, Grantee shall not be declared in default or be subject to any sanction under any provision of this Agree-

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No. 972 INC 222

ment in those cases in which performance of such provision is prevented by reasons beyond its control.

Section 32. TRANSFER OF AGREEMENT

A. The Agreement shall be a privilege to be held in personal trust by the Grantee. It shall not be assigned, transferred, sold or disposed of, in whole or in part, by voluntary sale, merger, consolidation or otherwise or by force or involuntary sale, without prior written consent of the Homeowners Association, and then on only such conditions as may therein be prescribed. The Homeowners Association is hereby empowered to take legal or equitable action to set aside, annul, revoke or cancel the Agreement, or the transfer of the Agreement, if said transfer is not made according to the procedures established in this Agreement.

B. Any sale, transfer, or assignment shall only be made by a bill of sale or similar document, copies of which shall be filed with the Homeowners Association Secretary at least forty-five (45) days prior to the proposed date of the sale, transfer, or assignment. The Homeowners Association Secretary shall notify the Homeowners Association of the receipt of such notice of a proposed sale, transfer, or assignment, and the Homeowners Association may call a public hearing prior to approving or disapproving such sale, transfer, or assignment. The Homeowners Association shall not withhold its consent unreasonably; provided, however, that the proposed assignee shall agree to comply with all the provisions of this Agreement and the proposed assignee must be able to provide proof of financial responsibility as determined by the Homeowners Association. The consent to transfer shall not be unreasonably withheld if the City of Sugar Land agrees to a sale, transfer, or assignment of its franchise to the same purchaser.

C. Nothing in this Section shall be deemed to prohibit the assignment, mortgage, or pledge of the system or any part thereof for financing purposes; provided, however, that such financing purposes shall be for the construction, maintenance, or improvement of the CATV system authorized by this Agreement.

D. The Homeowners Association recognizes the outstanding option held by Foster Farms, Inc., or its assignee, for

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the repurchase of the City of Sugar Land franchise and/or system contingent on changes in FCC requirement, and herein makes exception to Section 32A. above, provided that Foster Farms, Inc. or its assignee agrees to abide by the conditions of this Agreement.

E. The Homeowners Association recognizes that ARES, Inc. will license Sugar Land CATV, Ltd. to operate under this Agreement, and herein makes exception to Section 32A. above.

Section 33. TERMINATION

Upon termination of this Agreement for any reason, the Homeowners Association shall have the right to require Grantee to remove at its sole cost and expense all portions of the CATV system from all public ways within Colony Grant. Such removal shall be completed within six (6) months after said termination.

Section 34. GRANTEE TO HAVE NO RECOURSE

A. Requirements and Enforcement. Except as expressly provided herein, Grantee shall have no recourse whatsoever against Homeowners Association for any loss, cost, expense or damage arising out of the provisions or requirements of this Agreement or because of the enforcement thereof by the Homeowners Association.

B. Grantee's Understanding. The Homeowners Association warrants and expressly acknowledges to the Grantee that the Homeowners Association has the right to enter into this Agreement.

Section 35. NOTICES

All notices, instructions and designations required or permitted by this Agreement shall be in writing and delivered through the mail to the other party at the address shown on the first page of the Agreement or to such other addresses as either party may at any time, or from time to time, designate in writing pursuant to this Section. Notices effected by prepaid mail and properly addressed shall be deemed deliverable at the

time and as of the date postmarked. The Association shall from time to time designate one or more of its officers to be its authorized representative for receipt of all such notices required or permitted under this Agreement.

Section 36. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the Association and the Grantee and supercedes all prior agreements, negotiations and dealings, whether written or oral, pertaining to the subject matter hereof. All exhibits attached hereto shall be incorporated in this Agreement by reference for all purposes. There are no other promises, terms, conditions or obligations with respect hereto other than those contained herein.

This Agreement shall be construed in accordance with the laws of the State of Texas. Section references used herein are for convenience only and shall not affect the construction of this Agreement. No change in, addition to or waiver of any of the provisions of this Agreement shall be binding upon either party unless in writing and signed by an authorized representative of the party to be bound.

Failure on the part of either party to enforce from time to time any or all of the terms and conditions of this Agreement shall not be construed as a waiver of any of such terms or conditions.

Section 37. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this Agreement. It is the intent of the Association and the Grantee in executing this Agreement that no portion or provision thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any other portion or provision thereof, and to this and all provisions of this Agreement are declared to be severable.

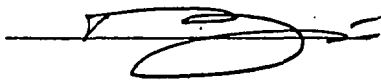
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts by their duly authorized representatives and attested to by their respective Secretaries and have caused their respective corporate seals to be affixed hereunto, all as of the date first above mentioned.

THE GRANTEE

ARES, INC.

Witnessed:



By:



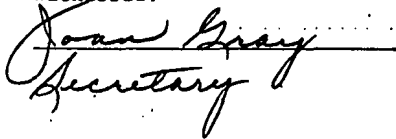
Title:

General Manager

"HOMEOWNERS ASSOCIATION"

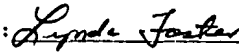
COLONY GRANT HOMEOWNERS
ASSOCIATION, INC.

Witnessed:



Secretary

By:



Title:

President

THE STATE OF TEXAS

COUNTY OF Fr. Bend

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BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared BILL COOPER, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said COLONY GRANT HOMEOWNERS ASSOCIATION, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of June, 1981.

Dud Gibson
Notary Public in and for
Fort Bend County, Texas

My Commission Expires:

May 15, 1985

THE STATE OF TEXAS

COUNTY OF Fr. Bend

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Lynnda Foster known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ARES, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of June, 1981.

Dud Gibson
Notary Public in and for
Fort Bend County, Texas

My Commission Expires:

May 15, 1981

EXHIBIT "A"
Colony Grant Cable Television Agreement
Basic Service Signals

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Channel

2	KPRC - Houston NBC
4	PLT Religious Network
5	KRIV - Houston Independent (26)
6	Cable News Network (CNN)
D	ESPN - 24 hour Sports Programming
E/18	Movie Channel (TMC)
F	C-SPAN, U.S. House of Representatives
G	Public Access
H	Local Weather
I	Public Safety
7	WTBS - Atlanta Independent
8	KUHT - Houston PBS
9	WOR - New York PBS
10	KHTV - Houston Independent (39)
11	KHOU - Houston CBS
12	Nickelodeon, Children's Programming
13	KTRK - Houston ABC
L	Educational Programming
M	Spanish Universal Network
N	Security
0	Program Guide

Colony Grant Cable Television Agreement
Premium Service Signals

Channel

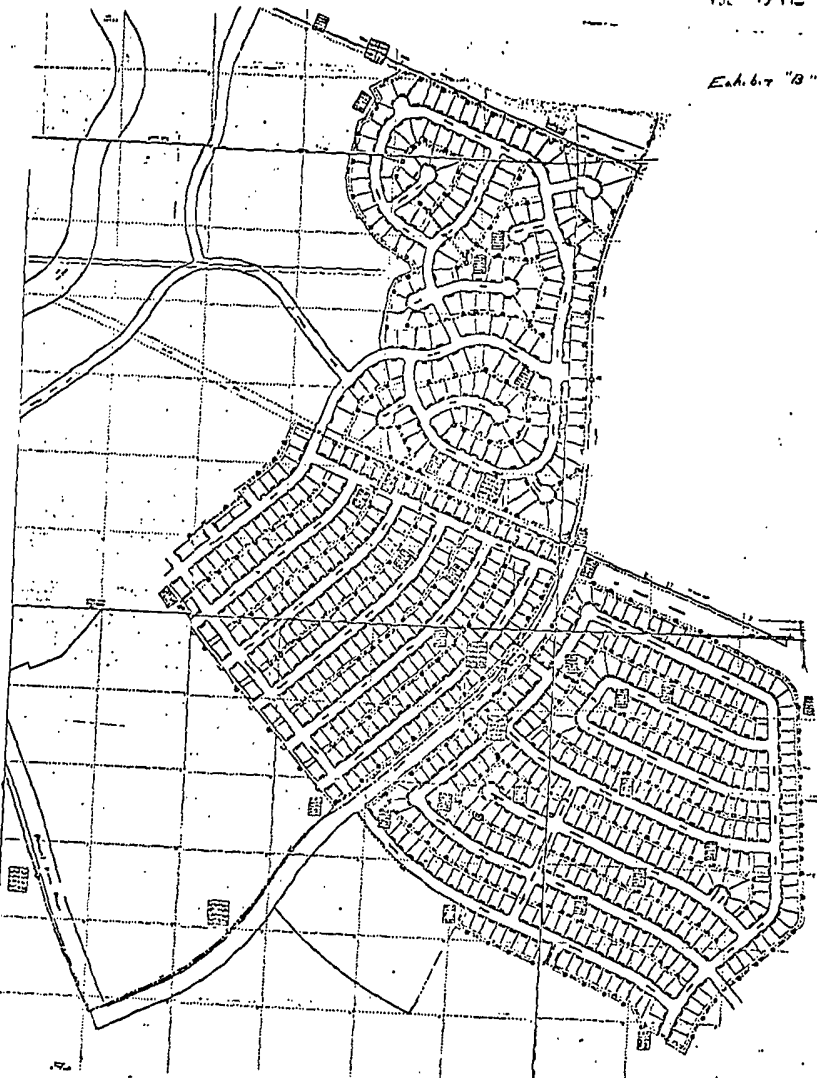
3	Home Box Office (HBO)
E/18	Movie Channel (TMC)

"EXHIBIT B"

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EXHIBIT "B"



COLONY BEND-1+2 WILLIAMS GRANT

EXHIBIT "C"

Effective June 1, 1981

DEED
972 JUNE 229

• RATES •

PACKAGE A/BASIC CABLE:

Installation:
Primary outlet \$ 35.00
Each Additional outlet \$ 15.00
Monthly Service:
Primary outlet \$ 8.50
Each Additional outlet \$ 2.50

**PACKAGE B/BASIC CABLE
+ HOME BOX OFFICE:**

Installation:
Primary outlet \$ 45.00
Each Additional outlet \$ 25.00
Monthly Service:
Primary outlet \$ 18.50
Each Additional outlet \$ 3.50

**PACKAGE C/BASIC CABLE + THE MOVIE
CHANNEL**

Installation:
Primary outlet \$ 45.00
Each Additional outlet \$ 25.00
Monthly service:
Primary outlet \$ 18.50
Each additional outlet \$ 3.50

**PACKAGE D/BASIC CABLE + HOME BOX
OFFICE + THE MOVIE CHANNEL:**

Installation:
Primary outlet \$ 45.00
Each Additional outlet \$ 25.00
Monthly Service:
Primary outlet \$ 28.50
Each Additional outlet \$ 4.50

**A cable T.V. Converter is required for each
set in every package***

Cable Converter
Monthly Service Rate \$ 2.00
Remote Control Cable Converter
Monthly Service Rate \$ 7.50
Parental Lock out for
Movie Channels \$ 30.00
(one time Charge)

*Not required on "Cable Ready Sets"

FM SERVICE:

Monthly Service:
Each Outlet \$.50
Installation:
FM with TV \$ 15.00
FM only \$ 35.00

ALL RATES SUBJECT TO 3% FRANCHISE FEE

All non-regulated rates subject to change without notice.



All rates (except Basic Service) are subject to change.

FILED
VOL. 972 PAGE 230

FILED FOR RECORD
10:30 AM '81

JUN 18 1981

Pearl Ellett
COUNTY CLERK, FORT BEND COUNTY, TEX.

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly recorded
in the volume and page of the named records of Fort Bend
County, Texas as stamped herein by me on

JUN 19 1981



Pearl Ellett
County Clerk, Fort Bend Co., Tex.

Rel to:
SUGAR LAND CATV, LTD.
P.O. BOX 831
SUGAR LAND, TX 77478

EASEMENT DEED

ARES, INC., a Texas corporation ("Grantor") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, bargain, assign, sell and convey unto Prime Cable of Ft. Bend, L.P., a Delaware limited partnership ("Grantee"), its successors and assigns, all Grantor's right, title and interest in and to all easements, licenses and rights-of-way which Grantor has in connection with the operation of the community antenna television system serving Sugar Land, Texas and surrounding areas, including, but not limited to, those easements, licenses and rights-of-way more particularly described in Exhibit A, attached hereto, and by this reference made a part hereof.

DATED as of this 28th day of October, 1986.

ARES, INC.

BY: [Signature]
President

STATE OF TEXAS §

COUNTY OF TRAVIS §

On this 28th day of October, 1986, before me, a Notary Public in and for the State of Texas, personally appeared Jerry D. Lindauer, known to me to be the President of Ares, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and the official seal affixed the day and year first above written.

MARY WALKER
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES 10-13-87

[Signature]
NOTARY PUBLIC in and for the
State of Texas, residing in
Travis County.



1903 1723

EXHIBIT A
TO EASEMENT DEED FROM
ARES, INC. TO PRIME CABLE OF FT. BEND, L.P.

The easements, licenses and rights-of-way granted, sold, assigned, bargained and conveyed by the Easement Deed to which this Exhibit A is attached include, but are not limited to, the easements, licenses and rights-of-way which are of record in the Office of the County Clerk of Ft. Bend County, Texas, at the following respective Book and Page numbers which were granted by the following respective record owners of the tracts of real property specified in such easements, licenses or rights-of-way, as the case may be:

1903 1724

PAGE TWO TO EXHIBIT "A"

<u>Date of Easement, License, etc.</u>	<u>Grantor</u>	<u>Vol.</u>	<u>Pg.</u>
07-28-81	Sugarland Properties Incorporated	990	292

Description:

1. Settlers Park, Section II - Volume 22, Page 42, Fort Ben County Plat Records
2. Chimneystone, Section II - Volume 27, Page 3, Fort Bend County Plat Records
3. Settlers Park, Section III - Volume 27, Page 13, Fort Bend County Plat Records
4. Colony Grant, Section One - Volume 27, Page 12, Fort Bend County Plat Records

07-28-81	Sugarland Properties Incorporated	990	294
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Description:

1. Colony Bend, Section III - Fort Bend County Plat Records
2. Colony Bend, Section IV - Fort Bend County Plat Records

01-28-82	Sugarland Properties Incorporated	1026	181
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Description:

Chimney Stone, Section I - Volume 24, Page 7, Fort Bend County Plat Records

12-13-82	Sugarland Properties Incorporated	1107	869
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Description:

See Exhibit "B".

PAGE THREE TO EXHIBIT "A"

02-10-83 Standard Pacific 1138 344

Description:

Grants Lake, Section I - Volume 28, Page 10 of the Deed Records at Fort Bend County.

04-09-81 Settlers Park Homeowners Association 972 164

Description:

Settlers Park - Volume 20, Page 12 of the Map Records of Fort Bend County.

03-16-83 RiverCrest Partners II, Ltd. 1287 153

Description:

1. RiverCrest, Volume 29, Page 6 - Fort Bend County Plats.
2. RiverCrest Reserve "A", Volume 29, Page 15 - Fort Bend County Plats.

08-31-83 Rivercrest Partners II, Ltd. 1287 137

Description

1. Phase I of the RiverCrest Apartments located at 1700 RiverCrest Drive, Sugar Land, TX.
2. Phase II of the RiverCrest Apartments located at 1800 RiverCrest Drive, Sugar Land, TX.

08-31-83 Lions Head Partners, Ltd. 1287 155

Description:

Lions Head Apartments located at 15700 Lexington Boulevard, Sugar Land, TX.

PAGE FOUR TO EXHIBIT "A"

06-11-81 Colony Grant Homeowners
Association, Inc. 972 197

1. Colony Grant - Volume 20, Pages 10 and 11 of the Map
Records of Fort Bend County, Texas.
2. Colony Grant - Volume 22, Page 24 of the Map Records
of Fort Bend County, Texas.

11-16-84 Bridges McClain Properties 1623 444

Description:

Oaks at River Bend, Lot 81 as recorded in Volume 255,
Page 484 of the Deed Records at Fort Bend County.

07-11-83 Austin Colony Partners, Ltd. 1287 166

Description: .

Austin Colony Apartments located at 1800 Austin Parkway,
Sugar Land, TX.

ALL OF THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN FORT BEND COUNTY, TEXAS, SHALL BE "PROPERTIES" SUBJECT TO THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST COLONY:

All of the real property described in a deed to Sugarland Properties Incorporated recorded in Volume 607, Page 101, et seq of the Deed Records of Fort Bend County, Texas, being 5,928.747 acres of land more or less; and,

All of the real property described in a deed to Oyster Creek Development Company recorded in Volum 1039, Page 103, et seq of the Deed Records of Fort Bend County, Texas, being 84.0 acres of land more or less; and,

a 4.394 acres of land recorded in the Elijah Alcorn League, A-1, Fort Bend County, Texas, being more particularly described as follows:

Being two (2) Tracts or Parcels of Land containing a total of 4.3904 acres located in the Elijah Alcorn League, A-1, Fort Bend County, Texas, more particularly being a portion of that certain 45.000 acre tract conveyed from Sugarland Properties Incorporated to the Fort Bend Independent School District by instrument of record in Volume 645, Page 33, Deed Records, Fort Bend County, Texas, said 4.3904 acres being more particularly described as TRACT 1 and TRACT 2 by metes and bounds as follows (all bearings referenced to the Texas Coordinate Systems, South Central Zone);

TRACT 1

BEGINNING at a point, said point being the most Northeasterly corner of the aforementioned 45.000 acre tract, and said point being on the Arc of a curve;

THENCE, with the Easterly line of said 45.000 acre tract along the Arc of a non-tangent curve to the Left whose Radius bears South 81 degrees, 17' 25" East, said curve being subtended by a Central Angle of 07 degrees 13' 20", having a Radius of 600.00 feet, and an Arc length of 75.63 feet to a point of tangency.

THENCE, continuing with said Easterly line, South 01 degrees, 29' 15" West, 71.67 feet to a point for corner;

THENCE, leaving said Easterly line, North 70 degrees 15' 29" West, 750.13 feet to a point for corner, said point being in the Westerly line of the aforementioned 45.000 acre tract.

THENCE, with said Westerly line, North 19 degrees, 44' 31" East, 141.19 feet to a point for corner, said point being the most Northwesterly corner of said 45.000 acre tract;

THENCE, with the Northerly line of said 45.000 acre tract, South 70 degrees, 15' 29" East, 708.57 feet to the POINT OF BEGINNING and containing 2.3587 acres of land.

TRACT 2

BEGINNING at a point, said point being the most Westerly North corner of the aforementioned 45.000 acre tract and in the Easterly line of that certain 8.401 acre tract recorded in Volume 650, Page 3, Deed Records, Fort Bend County, Texas;

THENCE, with the Northerly line of said 45.000 acre tract, South 70 degrees, 15' 29" East, 463.95 feet to a point for corner;

THENCE, leaving said Northerly line, South 19 degrees 44' 31" West, 184.57 feet to a point for corner, said point being in the Northerly line of a Houston Lighting and Power Company Easement (80.00 feet wide) recorded in Volume 492, Page 210, Deed Records, Fort Bend County, Texas;

THENCE, with the Northerly line of said easement, North 69 degrees 14' 46" West, 521.19 feet to a point for corner, on the Arc of a curve, said point being in the aforementioned Easterly line of a 8.401 acre tract and the Westerly line of the aforementioned 45.000 acre tract;

THENCE, with the common line of said 8.401 acre and 45.000 acre tracts, along the Arc of a non-tangent curve to the left whose Radius bears North 49 degrees, 38' 29" West, said curve being subtended by a Central Angle of 05 degrees, 07' 54", having a Radius of 2060.00 feet, and an Arc length of 184.50 feet to the POINT OF BEGINNING and containing 2.0317 acres of land.

and, a 0.523 acre tract of land out of the Belnap Realty Company 377.7 acre tract (Volume 140, Page 190, of the Deed Records) in the S. M. Williams League, Abstract 97, Fort Bend County, Texas, being more particularly described as follows:

Beginning for connection at an iron pipe found marking the Northwest Corner of Belknap Subdivision, Section 1 as recorded in Volume 248, Page 101 of the Deed Records of Fort Bend County, Texas, said corner being in the East line of Brooks Street and in the South line of Guenther Street (50' wide);

THENCE North 00 degrees 56' West 50.0 feet to a point in the North line of Guenther Street;
 THENCE South 89 degrees 04' West 10.4 feet to a point, the Southwest corner of Richmond Production Credit Association's tract; THENCE North 00 degrees 56' West 543.0 feet along the West line of Richmond Production Credit Association tract, the City of Sugar Land City Hall tract, the U. S. Post Office tract and the Texaco Service Station tract to an "x" in concrete, the Northwest corner of said Service Station tract; THENCE North 78 degrees 02' East 170.12 feet along the South line of U.S. Highway 59, and 90-A, same being the North line of

PAGE THREE TO EXHIBIT "B"

Texaco Service Station to an iron pipe marking the Northeast corner of said Service Station tract and the place of beginning;

THENCE North 78 degrees 02' East along the South Line of U.S. Highway 59 and 90-A, at 150.0 feet pass a stake set at the West edge of a concrete drain box, in all 190.28 feet to a point at the water's edge on the West bank of Oyster Creek;

THENCE South 18 degrees 06' 10" East with the west bank of Oyster Creek 101.9 feet to a point for the Southeast corner of this tract and the Northwest corner of the Beth Mills 0.449 acre tract;

THENCE South 70 degrees 35' 40" West 37.57 feet pass an iron pipe in the North line of the Mills tract, in all 194.38 feet to a point for the Southwest corner of this tract and the Northwest corner of the Mills tract;

THENCE North 19 degrees 33' 20" West 14.86 feet to a point for re-entrant corner;

THENCE South 89 degrees 11' 50" West 14.8 feet to a point for corner, same being the Southeast corner of the Texaco Service Station tract;

THENCE North 7 degrees 44' West with the East line of said Texaco Station tract, 109.18 feet to the place of beginning and containing 0.523 acres of land out of the S.M. Williams League, Abstract 97 in Fort Bend County, Texas.

and, a 4.972 acre tract out of a 10 acre tract (Volume 451, Page 504, Deed Records), in the S. M. Williams League, Abstract 97, Fort Bend County, Texas, being more particularly described as follows:

For connection, begin at an iron pipe in the East line of Brooks Street (70 feet wide) marking the Southwest corner of Belknap Subdivision, Section 2 in the city of Sugar Land, Fort Bend County, Texas. THENCE, North 89 degrees 04' East, 15.0 feet to a concrete monument found in the East line of State Highway #58.

(Loop) and of Brooks Street; THENCE, South 00 degrees, 56' East, 3572.23 feet to a point; THENCE, South 66 degrees 51' 40" East, at 1867.03 feet pass iron pipe found in the Southwest line of State Highway #6 (100 feet wide) and on the East top bank of Bullhead Bayou (39 feet top width) for the Northwest corner of said 10.0 acre tract, in all, 2342.38 feet to an iron pipe found for the Northwest corner and place of beginning for this 4.972 acre tract;

THENCE, South 66 degrees, 51' 40" East 315.26 feet along the Southwest line of said Highway #6 to an iron pipe found for the Northeast corner of this tract;

THENCE South 23 degrees 08' 20" West, 771.45 feet to an iron pipe found on the Northeasterly bank of said Bullhead Bayou for the Southeast corner of this tract;

THENCE, Northwesterly, along the meanders of the top bank of Bullhead Bayou with the following courses and distances:

North 48 degrees 51' 40" West, 11.10 feet to an iron pipe;

North 27 degrees 11' 40" West, 136.7 feet to an iron pipe;

North 47 degrees 51' 40" West, 49.1 feet to an iron pipe;

North 64 degrees 51' 40" West, 121.05 feet to an iron pipe;

North 46 degrees 51' 40" West, 33.53 feet to an iron pipe; set for Southwest corner of this tract;

THENCE, North 23 degrees 05' 21" East, 649.08 feet to the place of beginning and containing 4.972 acres of land.

and, a 3.945 acre tract of land out of the Original Sugarland Industries, Inc. lands in the William Stafford 1 1/2 Leagues, Abstract #89, Fort Bend County, Texas, being more particularly described as follows:

Begin at an iron pipe set at the intersection of the Northeast line of the Missouri Pacific Railroad (100 foot right-of-way) and West line of Oil Field Road (48 feet wide) marking the South corner of and Place of Beginning for this tract;

THENCE, North 42 degrees 26' 50" West, 833.0 feet along the Northeast line of said Missouri Pacific Railroad to an 1/2 inch iron pipe found for the Northwest corner of this tract;

THENCE, North 88 degrees 36' 10" East, 547.05 feet along a fence line to an iron pipe found for the Northeast corner of this tract;

THENCE, South 01 degrees 23' 50" East, 628.2 feet along the West line of Oil Field Road to the Place of Beginning and containing 3.945 acres of land.

LESS SAVE AND EXCEPT, AND THERE IS HEREBY EXCLUDED FROM THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST COLONY, THE FOLLOWING TRACTS, PARCELS OF LAND OR PREVIOUS PLATTED SUBDIVISIONS:

1. Any of the above described property having been conveyed, prior to the date hereof, to any municipal utility district, levee improvement district, the State of Texas, the County of Fort Bend or any other conveyance to the public.

2. The following subdivisions having been platted and filed for record in the Plat Records of Fort Bend County, Texas, as shown by the following names and recording numbers:

- (a) Chimneystone I, Volume 24, Page 7
- (b) Chimneystone II, Volume 29, Page 5
- (c) Chimneystone III, Volume 30, Page 3
- (d) Colony Bend I, Volume 20, Page 10
- (e) Colony Bend II, Volume 22, Page 24
- (f) Colony Bend III, Volume 27, Page 18
- (g) Colony Bend IV, Volume 27, Page 17
- (h) Colony Grant I, Volume 27, Page 12
- (i) Highlands I, Volume 21, Page 19
- (j) Highlands II, Volume 22, Page 25
- (k) Highlands III, Volume 23, Page 15
- (l) Rivercrest, Volume 29, Page 6
- (m) Rivercrest Reserve "A", Volume 29, Page 15
- (n) Settlers Grove I, Volume _____, Page _____
- (o) Settlers Park I, Volume 20, Page 12
- (p) Settlers Park II, Volume 22, Page 42
- (q) Settlers Park III, Volume 27, Page 13
- (r) Settlers Park IV, Volume 29, Page 12
- (s) Sugarwood I, Volume 21, Page 18
- (t) Sugarwood II, Volume 26, Page 12
- (u) Williams Grant I, Volume 20, Page 11

3. The following described tracts of land currently owned by Declarant within the Properties:

(Xerox field notes for Town Center, Ford Foundation and Geosource.)

4. The following prior conveyances of parcels of land, having been previously conveyed, identified by Grantee and recording numbers of the Deed Records of Fort Bend County, Texas:

- (a) Fort Bend Independent School District, Volume 645, Page 33
- (b) Fort Bend Independent School District, Volume 739, Page 891
- (c) Lake Venice Property Owners Association, Inc., Volume 668, Page 404
- (d) American Nursing Homes, Inc., Volume 722, Page 259
- (e) Sandra J. Gorka, Volume 739, Page 116
- (f) Hunt Enterprises, Inc., Volume 779, Page 763
- (g) The Heron Hill Corporation, Volume 780, Page 253
- (h) Houston Lighting & Power Company, Volume 801, Page 778
- (i) Fort Bend County Municipal Utility District No. 13, Volume 768, Page 108
- (j) Fort Bend County Municipal Utility District No. 13, Volume 768, Page 111
- (k) Sugarland Telephone Company, Volume 803, Page 484
- (l) Bill B. Berryhill, Volume 708, Pages 23, 26, 29, 32 and 35
- (m) Hunt Enterprises, Inc., Volume 805, Page 501
- (n) Fort Bend County Municipal Utility District No. 12, Volume 848, Page 144
- (o) Wilson Land Holding Company, Inc., Volume 851, Page 11
- (p) Houston Lighting & Power Company, Volume 801, Page 778
- (q) Colony Grant Homeowners Association, Volume 876, Page 677
- (r) Fort Bend Independent School District, Volume 879, Page 709
- (s) Brazos River Authority, Volume 900, Page 562
- (t) Fort Bend County Levee Improvement District No. 2, Volume 906, Page 200
- (u) City of Sugar Land, Volume 911, Page 666
- (v) City of Sugar Land, Volume 911, Page 670

PAGE SEVEN TO EXHIBIT "B"

- (w) Memorial Hospital System, Volume 924, Page 815
- (x) City of Sugar Land, Volume 946, Page 781
- (y) United States Postal Service Service, Volume 967, Page 1
- (z) Fluor Engineers and Constructors, Inc., Volume 990, Page 743

Return to:
Sugar Land Cable TV
P.O. Box 831
Sugar Land, Tex 77487

FILED

'86 DEC 10 P2:38

James Wilson
 COUNTY CLERK
 FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
 I hereby certify that this instrument was filed on the
 date and time stamped hereon by me and was duly recorded in
 the volume and page of the named records of Fort Bend
 County, Texas as stamped hereon by me on.

DEC 12 1986



James Wilson
 County Clerk, Fort Bend Co., Tex.

South Property

Sugar Land Ind., Inc.

COMPARED

To: General W. D.

Sugar Land Properties, Inc.

236731

THE STATE OF TEXAS S
COUNTY OF FORT BEND S

KNOW ALL MEN BY THESE PRESENTS:

THAT SUGARLAND INDUSTRIES, INC., a Delaware corporation authorized to do business in the State of Texas (hereinafter called "Grantor"), in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it paid by Sugarland Properties Incorporated, a Texas corporation (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, subject to the exceptions, reservations, terms and conditions hereinafter set forth, does hereby GRANT, SELL and CONVEY unto Grantee 5,928.817 acres, more or less, in Fort Bend County, Texas, and being those certain tracts or parcels of land described in field notes prepared by Henry Steinkamp, Jr. and designated as Tracts A, B, C, D, E, F, H, J, K and 28, L, M, N, O, P and Q, R, S, V and W, T and U, X, 1A, 3A, 5, 6, 7, 8 and 12, 4A, 9 and 10, 11 and 14, 13 and 23, 15 and 16, 17, 18, 24 and 35, 25, 32, 33 and 32A, 34, 36, 37, 38, 39, 40 and 41, copies of the field notes descriptions of said Tracts prepared by Henry Steinkamp, Jr. being attached hereto and hereby made a part hereof for all purposes, said property being hereinafter sometimes referred to as the "Conveyed Property." This conveyance covers and includes, as a part of the Conveyed Property, all of Grantor's interest in and to all oil, gas and other minerals underlying that portion of the Southwest Freeway, Oilfield Road or any other road, easements, or fee tracts contiguous to or adjoining the Conveyed Property, but subject, nevertheless, to the royalty reservations hereinafter made and set out and subject to any and all restrictions and encumbrances affecting Grantor's interest in said oil, gas and other minerals referred to in this sentence, including but not limited to restrictions on or waivers of the right to use the surface of the Southwest Freeway and said other tracts referred to in this sentence.

There is hereby excepted and reserved to Grantor, its successors and assigns a fifty per cent (50%) non-participating royalty interest in and to all the oil and gas and other minerals in and under, and that may be produced and saved from, the Conveyed Property. Said fifty per cent (50%) non-participating royalty shall include, and not be in addition to any presently outstanding royalty interests, as shown on Exhibit B hereto. Grantor shall have no right to participate in the making of oil, gas and/or mineral leases covering the Conveyed Property or to participate in any bonuses or rentals which Grantee shall receive for or under any such leases, Grantor's only right under this reservation being to receive as a free royalty, at such time or times, if any, as there is production from the Conveyed Property obtained by Grantee, its heirs, devisees, executors, administrators, successors, assigns or lessees (a) on oil, fifty per cent (50%) of that produced and saved from the Conveyed Property, the same to be delivered at the wells or to the credit of Grantor into the pipeline to which the wells may be connected, (b) on gas, including casinghead gas or other gaseous substance, produced from the Conveyed Property and sold or used off the premises for the extraction of gasoline or other product therefrom, the market value at the well of fifty per cent (50%) of the gas so sold or used, provided that on gas sold at the well the royalty shall be fifty per cent (50%) of the amount realized from such sale and further provided that Grantor shall be entitled to receive fifty per cent (50%) of any shut-in gas royalties payable under the terms of any lease covering the Conveyed Property, and (c) on all other minerals mined and marketed, fifty per cent (50%) either in kind or value at the well or mine, at the election of Grantee or any lessee to which Grantee shall grant such an election, it being understood and agreed that Grantee or Grantee's lessee shall have

free use of oil, gas, coal and any other mineral for oil, gas and mining operations on the Conveyed Property, and the royalty payable to Grantor shall be computed after deducting any such minerals so used. Grantee shall have the exclusive right to execute oil, gas and/or mineral leases covering the Conveyed Property, but Grantee shall never under any circumstances be under any obligation whatsoever to Grantor to execute such leases or to explore or develop the Conveyed Property for oil, gas or other minerals. It is understood and agreed that the nonparticipating royalty excepted and reserved herein to Grantor, its successors and assigns, is and shall be at all times subject to the right of Grantee, its successors and assigns, to pool and unitize such royalty with other lands, leases, minerals, or royalties located in the immediate vicinity of the Conveyed Property at any time Grantee, its successors and assigns, shall elect to pool or unitize its interest in the minerals underlying such Conveyed Property; provided, however, such pooling or unitizing shall be on the same terms, conditions, and provisions covering and affecting Grantee's interest. The terms "Grantor" and "Grantee", as used herein, include the successors and/or assigns of the respective parties.

This conveyance is expressly made subject to the rights of way, easements, instruments and/or agreements set forth in Schedule 1 attached hereto insofar as same affect the Conveyed Property and are still valid and subsisting, but including all of Grantor's rights and interests with respect thereto, insofar as the Conveyed Property is concerned, except as may be specifically set forth in Schedule 1.

As part of the consideration for this conveyance, Grantee has executed and delivered its promissory note of even date herewith (hereinafter called the "Note") in the principal sum of \$31,689,069, payable to the order of Grantor, bearing interest as provided therein, payable as more

particularly specified in the Note, with the final payment becoming due and payable on December 14, 1983, if the Note is not sooner paid in full, reference to the Note being here made for all purposes.

A vendor's lien against and the superior title to the Conveyed Property are hereby retained until the Note is paid in full according to its face, tenor, effect and reading, when this deed shall become absolute. Payment of the Note is further secured by Deed of Trust of even date herewith from Grantee to Harris Kempner, et al., Trustees (hereinafter called the "Deed of Trust"). When Grantee is entitled to a partial release of the Deed of Trust pursuant to the terms thereof, it shall also be entitled to a corresponding partial release of the vendor's lien herein retained, and the Trustee named in the Deed of Trust is hereby authorized to execute such corresponding partial releases of the vendor's lien herein retained.

TO HAVE AND TO HOLD the Conveyed Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever; and Grantor (subject to the conditions, exceptions, provisions and reservations herein set forth) does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Conveyed Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument on this the 14 day of December, 1973.

SUGARLAND INDUSTRIES, INC.

By H. Kempner
President

GRANTOR

SUGARLAND PROPERTIES INCORPORATED

By Donald D. [Signature]
President

GRANTEE

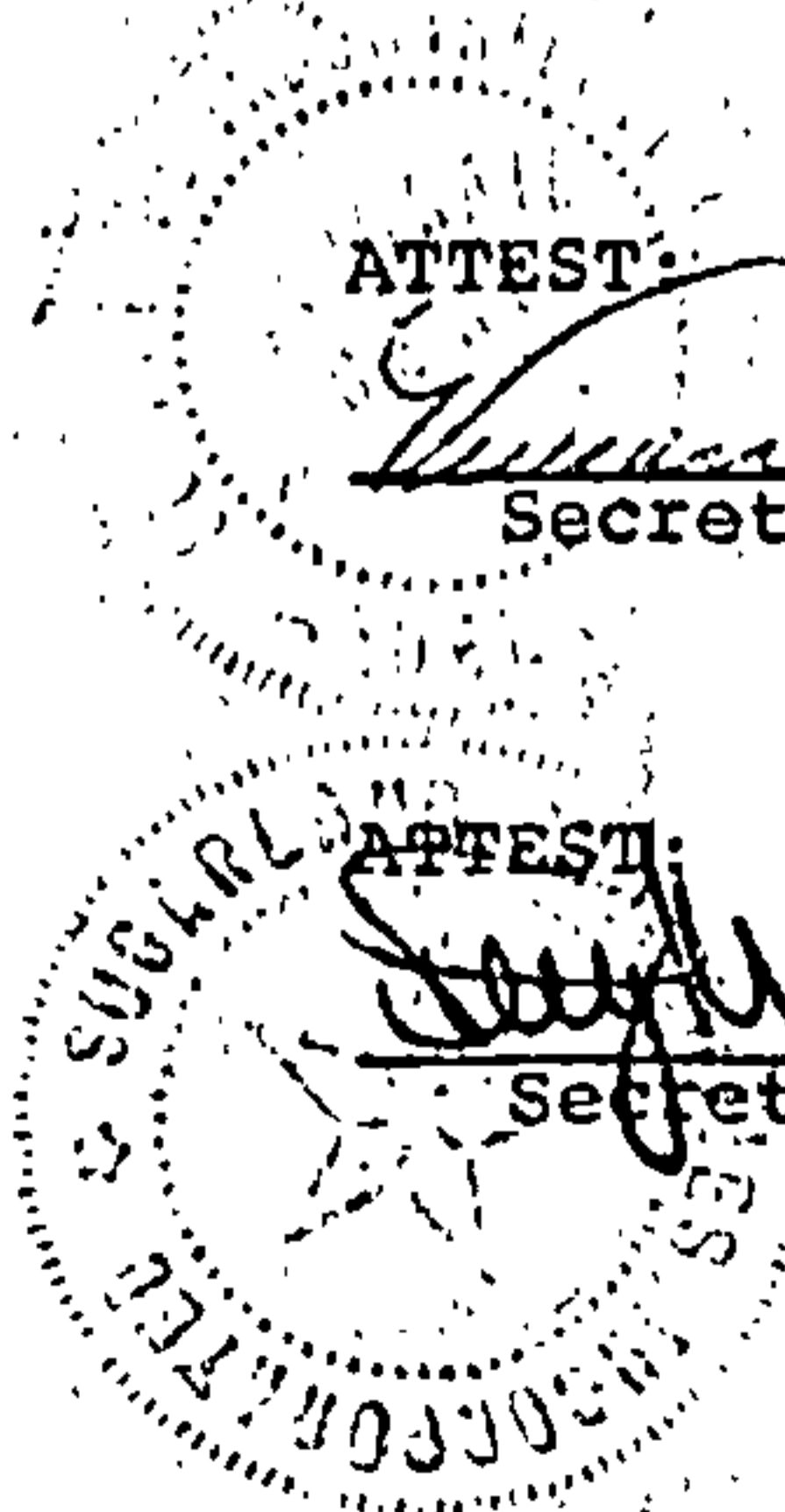
4.

ATTEST:

[Signature]
Secretary

ATTEST:

[Signature]
Secretary



THE STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared J. H. Kemper III, President of SUGARLAND INDUSTRIES, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of December, 1973.

Bonnie E. Jolley
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Harold D. Hines President of SUGARLAND PROPERTIES INCORPORATED, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of December, 1973.

Bonnie E. Jolley
Notary Public in and for
Harris County, Texas

HENRY STEINKAMP, JR. INC.

CONSULTING ENGINEER
 117 TOLUCA STREET
 P. O. BOX 223
 ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.
 CONSULTING ENGINEER
 FRANKLIN R. SCHODER
 CONSULTING ENGINEER

103.687 Acres

April 24, 1973

TRACT A

A Field Note Description of 103.687 Acres of Land out of the Belknap Realty Company's 377.7 Acre Tract (Volume 140, page 190, Deed Records), being 56.511 Acres in the Alexander Hodge League, Abstract 32 and 47.176 Acres in the S.M. Williams League, Abstract 97, Fort Bend County, Texas.

Begin at a corner in the West line of Brooks Street (State Highway 55) (Loop) (70 feet wide) marking the Southeast corner of and place of beginning for this Tract; said corner being South $89^{\circ} 04'$ West, 70 feet from a concrete monument and marking the Southwest corner of Belknap Subdivision Block 1, Section No. 2;

THENCE, South $89^{\circ} 04'$ West, 1354.8 feet to the Southeast corner of the Sewage Treatment Plant Tract (Volume 380, page 228, Deed Records);

THENCE, North $0^{\circ} 56'$ West, 200 feet to the Northeast corner of said Sewage Treatment Plant;

THENCE, South $89^{\circ} 04'$ West, 200 feet to the Northwest corner of said Sewage Treatment Plant;

THENCE, South $0^{\circ} 56'$ East, 200 feet to the Southwest corner of said Sewage Treatment Plant;

THENCE, South $89^{\circ} 04'$ West, 124.66 feet to the Southwest corner of this Tract;

THENCE, North $0^{\circ} 35' 20''$ East, 346.7 feet to a concrete monument found marking a corner of the Texas Department of Corrections Tract;

THENCE, North $70^{\circ} 40' 40''$ West, 1910.15 feet to the West corner of this Tract;

THENCE, North $61^{\circ} 40'$ East, 2408.58 feet along the Southeast line of U.S. Highway No. 59 and 90A (175 feet wide) to the North corner of this Tract;

THENCE, South $28^{\circ} 20'$ East, 270.43 feet to corner;

THENCE, North $61^{\circ} 40'$ East, 459.32 feet to corner;

THENCE, North $89^{\circ} 4'$ East, 55.0 feet to the Northwest corner of the Sugar Land Hardware 1.04 Acre Tract;

THENCE, South $0^{\circ} 56'$ East, 196.5 feet to the Southwest corner of said Hardware Tract;

THENCE, North $89^{\circ} 4'$ East, 231.0 feet to the Southeast corner of said Hardware Tract;

(1)

607 Acres)

THENCE, North $0^{\circ} 56'$ West, 196.5 feet to the Northeast corner of said Hardware Tract;

THENCE, North $89^{\circ} 4'$ East, 363.7 feet along the South line of Guenther Street to the Northeast corner of this Tract

THENCE, South $0^{\circ} 56'$ East, 1285. feet to a point;

THENCE, North $89^{\circ} 4'$ East, 150.0 feet to corner;

THENCE, South $0^{\circ} 56'$ East, 179.5 feet along West line of Brooks to corner;

THENCE, South $89^{\circ} 4'$ West, 150.0 feet to corner;

THENCE, South $0^{\circ} 56'$ East, 420.0 feet to corner;

THENCE, North $89^{\circ} 4'$ East, 150.0 feet to corner;

THENCE, South $0^{\circ} 56'$ East, 206.06 feet along West line of Brooks Street to place of beginning and containing 103.687 Acres of Land, including Terry Street Easement, and Parcels No. 6B and 19A of the Fort Bend County Water Control and Improvement District No. 1.

Henry Stankamp

HENRY STEINBAMM, JR.
 CIVIL ENGINEER
 11111A STREET
 HOUSTON, TEXAS 77471

REGISTERED PROFESSIONAL ENGINEER
 No. 42,274

April 24, 1973

TRACT B

A Field Note Description of 20.631 Acres of Land out of the Belknap Realty Company 377.7 Acre Tract (Volume 140, page 190, Deed Records) in the S.M. Williams League, Abstract 97, City of Sugar Land, Fort Bend County, Texas.

Begin at an iron pipe at the intersection of the South line of U. S. Highway No. 59 and 90A (140 feet wide) and East line of Oyster Creek Drive (60 feet wide) marking the West corner of and place of beginning for this Tract;

THENCE, North $78^{\circ} 02'$ East, 155.8 feet along the South line of U.S. Highway No. 59 and 90A to the Northeast corner of this Tract;

THENCE, South $51^{\circ} 52' 30''$ East, 2045.22 feet along the West line of Missouri Pacific Railroad to the Southeast corner of this Tract;

THENCE, South $77^{\circ} 58'$ West, 925.47 feet to the Southwest corner of this Tract;

THENCE, Northerly along the East line of Oyster Creek Drive (60 feet wide) with the following courses and distances:

North $47^{\circ} 40'$ West, 92.1 feet to point of curve;

Along curve to right with the following data: Delta = $18^{\circ} 43'$; Radius = 577.34 feet; Length = 188.5 feet; Chord = North $38^{\circ} 18' 30''$ West, 187.76 feet to point of tangency;

North $28^{\circ} 57'$ West, 627.9 feet to point of curve;

Along curve to left with the following data: Delta = $5^{\circ} 11'$; Radius = 2137.58 feet; Length = 193.39 feet; Chord = North $31^{\circ} 32' 30''$ West, 193.31 feet to the point of reverse curve;

Along curve to the right with the following data: Delta = $7^{\circ} 20'$; Radius = 1530.59 feet; Length = 195.9 feet to corner;

THENCE, North $26^{\circ} 48'$ West, 371.2 feet to the place of beginning and containing 20.631 Acres of Land.

Henry Steinbamm, Jr.

HENRY STEINKAMP, JR.
CONSULTING ENGINEER
1117 TOBOLA STREET
P. O. BOX 223
ROSENBERG, TEXAS 77471

FRANKLIN R. SCHODEK
REG. STATED PUBLIC SURVEYOR

HOUSTON - ROSENBERG
713.342-2241

April 24, 1973

TRACT C

A Field Note Description of a 1.28 Acre Tract of Land out of the 2.98 Acre Reserve as shown in Volume 346, page 177 of the Deed Records of Fort Bend County, Texas, being in the S.M. Williams League, Abstract 97, City of Sugar Land, Fort Bend County, Texas.

For Connection Begin at an iron pipe found at the intersection of the South line of U.S. Highway No. 59 and 90A and the Southwest line of Oyster Creek Drive (60 feet wide); said corner being the North corner of said 2.98 Acre Tract; THENCE, South $26^{\circ} 48'$ East, 387.9 feet along West line of Oyster Creek Drive (60 feet wide) to point of curve; THENCE, Along a curve to left, with the following data: Delta = $2^{\circ} 10' 13''$; Radius = 1590.55 feet; Length = 60.25 feet to the Northeast corner of and place of beginning for this Tract;

THENCE, Along a curve to left, marking the West line of Oyster Creek Drive with the following Data: Delta = $5^{\circ} 09' 47''$; Radius = 1590.55 feet; Length = 143.33 feet to the point of reverse curve;

THENCE, Along a curve to the right with the following Data: Delta = $5^{\circ} 11'$; Radius = 2077.58 feet; Length = 187.95 feet to the point of tangency;

THENCE, South $28^{\circ} 57'$ East, 35 feet to a point being the Southeast corner of this Tract;

THENCE, South $61^{\circ} 3'$ West, 179.0 feet to a point being the Southwest corner of this Tract;

THENCE, North $28^{\circ} 57'$ West along the East Water's Edge of Oyster Creek, 35 feet to a point;

THENCE, North $21^{\circ} 01'$ West, continuing along the East Water's Edge of Oyster Creek, 336.36 feet to a point being the Northwest corner of this Tract;

THENCE, North $61^{\circ} 01' 47''$ East, 117.47 feet to the place of beginning and containing 1.28 Acres of Land.

1.92 North & South
1.20 East and West

Henry Steinkamp, Jr.

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR

HENRY STEINKAMP, JR., INC
CONSULTING ENGINEER
1117 TODOLA STREET
P. O. BOX 223
ROSENBERG, TEXAS 77471

HOUSTON · ROSENBERG
713.342-2241

April 24, 1973

Tract D

A Field Note Description of 1.638 Acres of land out of the Belknap Realty Company's 377.7 Acre Tract (Vol. 140, page 190; Deed Records), in the S. M. Williams League, Ab. 97, Port Bend County, Texas.

For Connection begin at an iron pipe in the Southeast line of U. S. Highway No. 59 and 90A (175 feet wide) marking the Northwest corner of Venetian Estates, Sections No. 1 and 4 and being in the West line of Savoy (60 feet wide) and being the Northeast corner of the Sugarland State Bank 1.056 Acre Tract; THENCE, South 11° 58' East, 420.0 feet along the West line of Savoy to an iron pipe for the Northeast corner of and place of beginning for this tract;

THENCE, South 11° 58' East, 334.96 feet along the West line of Savoy to the Southeast corner of this tract and Northeast corner of a 0.022 acre well site;

THENCE, South 78° 2' West, 41.64 feet to the Northwest corner of said well site;

THENCE, South 11° 18' 45" East, 24.36 feet to the Southwest corner of said well site;

THENCE, North 74° 15' 25" East, 42.01 feet to the Southeast corner of said well site;

THENCE, South 11° 58' East, 59.41 feet along the West line of Savoy Street to the South corner of this Tract;

THENCE, North 51° 52' 30" West, 542.22 feet along the Northeast line of the Missouri Pacific Railroad Tract to the Northwest corner of this Tract;

THENCE, North 78° 02' East, 347.55 feet to the place of beginning and containing 1.638 Acres.

HENRY STEINKAMP, JR.
CONSULTING ENGINEER
1117 TOROLA STREET
P. O. BOX 223
ROSENBERG, TEXAS 77471

HOUSTON - ROSENBERG
713-342-2241

FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR

Guenther Street

April 24, 1973

TRACT E

A Field Note Description of a 0.597 Acre Tract being a portion of Guenther Street in the Belknap Realty Company's Tract (Volume 140, page 190, Deed Records) in the S.M. Williams League, Abstract 97, City of Sugar Land, Fort Bend County, Texas.

Begin at an iron pipe found marking the Northwest corner of Belknap Subdivision, Section No. 1 (Volume 248, page 101, Deed Records) said corner being in the East line of Brooks Street and South line of Guenther Street (50 feet wide);

THENCE, North $0^{\circ} 56'$ West, 50 feet to a point being the Northwest corner of this Tract;

THENCE, North $89^{\circ} 4'$ East, 510.72 feet to a point being the Northeast corner of this Tract;

THENCE, South $21^{\circ} 12'$ East, 53.3 feet to a point being the Southeast corner of this Tract;

THENCE, South $89^{\circ} 4'$ West, 529.18 feet to a point being the Southwest corner of and place of beginning and containing 0.597 Acres of Land.

Henry Steinkamp, Jr.

HENRY STEINKAMP, JR.
 CONSULTING ENGINEER
 1117 TOBOLA STREET
 P O BOX 223
 ROSENBERG, TEXAS 77471

FRANKLIN R. SCHODEK
 REGISTERED PUBLIC SURVEYOR

HOUSTON - ROSENBERG
 713-342-2241

April 24, 1973.

TRACT

A Field Note Description of a 2.889 Acre Tract of Land out of the Belknap Realty Company's 15.0 Acre Tract in the S.M. Williams League, Abstract 97, City of Sugar Land, Fort Bend County, Texas.

Begin at the Southwest corner of Brookside Addition, Section No. 3; said corner being in the East line of State Highway No. 58 (Loop) (110 feet wide) and being the Northwest corner of and place of beginning for this Tract;

THENCE, Easterly along the South line of Brookside Addition, Section No. 3, along the following courses and distances:

North $89^{\circ} 12'$ East, 114.29 feet to the point of curve;

Along curve "10-F" to the left with the following data: Delta = $12^{\circ} 36'$; Radius = 1275.0; Length = 280.39 feet to point of tangency;

North $76^{\circ} 36'$ East, 206.43 feet to point of curve;

Along curve "11-F" to the right with the following data: Delta = $12^{\circ} 28'$; Radius = 1036.07 feet; Length = 225.43 feet to point of tangency;

North $89^{\circ} 04'$ East, 292.06 feet to the Southeast corner of Brookside Addition, Section No. 4 and Northeast corner of this Tract;

THENCE, South $0^{\circ} 56'$ East, 157.09 feet to the Southeast corner of this Tract;

THENCE, South $89^{\circ} 04'$ West, 1109.78 feet to the Southwest corner of this Tract;

THENCE, North $0^{\circ} 56'$ West, 58.22 feet along the East line of State Highway No. 58 (Loop) to the place of beginning and containing 2.889 Acres of Land.

Henry Steinkamp, Jr.

HENRY STEINKAMP, JR.
 CONSULTING ENGINEER
 1117 TOBOLA STREET
 P O BOX 223
 ROSENBERG, TEXAS 77471

HOUSTON - ROSENBERG
 713.342.2241

FRANKLIN R SCHODEK
 REG. STATEED PLO. & SURVEYOR

April 26, 1973

TRACT H

A Field Note Description of 17.38 Acres of Land being Oyster Creek in the Belknap Realty Company's 377.7 Acre Tract (Volume 140, page 190, Deed Records) in the S.M. Williams League, Abstract 97, City of Sugar Land, Fort Bend County, Texas.

For Connection Begin at the intersection of the South line of U.S. Highway No. 59 and 90A (140 feet wide) and West line of Oyster Creek Drive (60 feet wide); THENCE, South 78° 02' West, 124.9 feet to the Northeast corner of and place of beginning for this Tract;

THENCE, Southerly along the East Water's Edge of Oyster Creek along the following courses and distances:

South 28° 58' 20" East, 105.21 feet to the Southwest corner of the Cordes 0.24 Acre Tract;

South 25° 22' East, 150.05 feet to the Southwest corner of the Wheeler 0.408 Acre Tract;

South 31° 22' 30" East, 100.32 feet to the Southwest corner of the Wheeler 0.267 Acre Tract;

South 25° 8' 40" East, 129.49 feet to the Southwest corner of the 0.335 Acre Tract;

South 21° 01' East, 336.36 feet to a point;

South 28° 57' East, 35.0 feet to the Northwest corner of Lot No. 1, Belknap Subdivision, Section No. 7;

THENCE, Southerly along the West line of Belknap Subdivision, Section No. 7 with the following courses and distances:

South 23° 14' 20" East, 90.45 feet to the Southwest corner of Lot 1;

South 26° 24' 20" East, 90.09 feet to the Southwest corner of Lot 2;

South 26° 23' 10" East, 89.39 feet to the Southwest corner of Lot 3;

South 26° 42' 20" East, 89.37 feet to the Southwest corner of Lot 4;

South 22° 14' 40" East, 89.92 feet to the Southwest corner of Lot 5;

South 27° 2' 30" East, 90.05 feet to the Southwest corner of Lot 6;

South 28° 12' 40" East, 88.19 feet to the Southwest corner of Lot 7;

South $31^{\circ} 31' 10''$ East, 89.34 feet to the Southwest corner of Lot 8;
 South $48^{\circ} 18' 20''$ East, 87.0 feet to the Southwest corner of Lot 9;
 South $44^{\circ} 21'$ East, 98.24 feet to the Southwest corner of Lot 10;
 South $50^{\circ} 19' 30''$ East, 93.84 feet to the Southwest corner of Lot 11;
 South $40^{\circ} 0' 30''$ East, 139.79 feet to the Southwest corner of Lot 12;
 South $32^{\circ} 45' 50''$ East, 87.66 feet to the Southwest corner of Lot 13;
 South $30^{\circ} 13' 40''$ East, 89.66 feet to the Southwest corner of Lot 14;
 South $31^{\circ} 29' 40''$ East, 90.09 feet to the Southwest corner of Lot 15;
 South $36^{\circ} 32' 40''$ East, 90.8 feet to the Southwest corner of Lot 16;
 South $39^{\circ} 38' 50''$ East, 91.59 feet to the Southwest corner of Lot 17;
 South $39^{\circ} 01' 50''$ East, 91.41 feet to the Southwest corner of Lot 18;
 South $34^{\circ} 01' 50''$ East, 90.35 feet to the Southwest corner of Lot 19;
 South $27^{\circ} 2' 30''$ East, 180.1 feet to the Southwest corner of Lot 21;
 South $28^{\circ} 18' 50''$ East, 180.02 feet to the Southwest corner of Lot 23;
 South $28^{\circ} 57' 0''$ East, 190.7 feet to the Southwest corner of Lot 25;
 South $29^{\circ} 38' 10''$ East, 72.89 feet to the Southwest corner of Lot 26;

THENCE, South $89^{\circ} 04'$ West, 268.94 feet along the South line of the original Sugar-Land townsite and South line of said Belknap Realty Company's 377.7 Acre Tract, to the Southwest corner of this Tract;

THENCE, Northerly along the West line of Oyster Creek with the following courses and distances:

THENCE, Along the East line of Belknap Subdivision Section No. 5;

North $29^{\circ} 54' 40''$ West, 34.43 feet to the Northeast corner of Lot 3;
 North $27^{\circ} 56' 10''$ West, 90.31 feet to the Northeast corner of Lot 2;
 North $23^{\circ} 32' 50''$ West, 91.16 feet to the North corner of Lot 1;

THENCE, Along the East line of Belknap Subdivision, Section No. 4;

North $33^{\circ} 20' 10''$ West, 180.02 feet to the Northeast corner of Lot 5;
 North $33^{\circ} 58' 20''$ West, 270.07 feet to the Northeast corner of Lot 5;
 North $34^{\circ} 25'$ West, 100.04 feet to the Northeast corner of Lot 1;

THENCE, Along the East line of Belknap Subdivision, Section No. 2;

North 35° 52' 50" West, 90.14 feet to the Northeast corner of Lot 8;

North 36° 30' 50" West, 90.2 feet to the Northeast corner of Lot 7;

North 37° 46' 50" West, 90.35 feet to the Northeast corner of Lot 6;

North 27° 37' 10" West, 90.35 feet to the Northeast corner of Lot 5;

North 34° 36' 30" West, 90.05 feet to the Northeast corner of Lot 4;

North 32° 52' 50" West, 81.37 feet to the Northeast corner of Lot 3;

North 36° 33' 50" West, 146.51 feet to the Northeast corner of Lot 2;

North 37° 29' 30" West, 338.63 feet to the Northeast corner of Lot 1;

THENCE, South 61° 18' West, 15.0 feet to corner;

THENCE, North 28° 42' West, 675.9 feet along the East line of Venice Street to angle point;

North 21° 12' West, 73.46 feet along the East line of Venice Street for corner;

THENCE, North 89° 04' East, 29.95 feet to Water's Edge;

THENCE, North 19° 46' West, 258.37 feet to the East corner of Ulrich Tract;

THENCE, North 18° 22' 50" West, 100 feet to the Northeast corner of Ulrich Tract;

North 18° 06' 10" West, 284.35 feet to Northwest corner of this Tract;

THENCE, North 78° 02' East, 183.6 feet along the South line of U.S. Highway No. 59 and 90A to the place of beginning and containing 17.38 Acres of Land.

[Handwritten signature]

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FRANKLIN R. SCHODEN
REGISTERED PUBLIC SURVEYOR

April 24, 1973
Brooks Street
TRACT J

A Field Note Description of a 0.813 Acre Tract being State Highway 58 (Loop), Brooks Street in the Belknap Realty Company's Tract (Volume No. 140, page 190, Deed Records) in the S.M. Williams League, Abstract 97, City of Sugar Land, Fort Bend County, Texas.

Begin at an iron pipe found marking the Northwest corner of Belknap Subdivision, Section No. 1 (Volume 248, page 101, Deed Records); said corner being in the East line of Brooks Street and South line of Guenther Street (50 feet wide);

THENCE, South 89° 4' West, 70 feet to a point being the Southwest corner of this Tract;

THENCE, North 0° 56' West, 577.1 feet to a point being the Northwest corner of this Tract;

THENCE, North 74° 51' East along the South line of U.S. Highway No. 59 and 90A, 614.8 feet to a point being the Northeast corner of this Tract;

THENCE, South 0° 56' East, 543.0 feet to a point;

THENCE, North 89° 4' East, 10.4 feet to a point;

THENCE, South 0° 56' East, 50 feet to a point being the Southeast corner of and place of beginning of this Tract and containing 0.813 Acres of Land.

Henry Steinkamp, Jr.

11/21/73

AS PER ORIGINAL

DEED VOL. 607 PAGE 117

HENRY STEINKAMP, JR.

K & 28

April 24, 1973

A Field Note Description of 34.517 Acres of Land out of the Missouri Pacific Railroad Company's right-of-way, being 9.60 Acres in the S.M. Williams League Abstract 97, 9.511 Acres in the Brown & Belknap League, Abstract 15, 14.688 Acres in the Elijah Alcorn League, Abstract 1 and 0.718 Acres in the William Stafford 1. Leagues, Abstracts 89, Sugar Land, Fort Bend County, Texas.

PARCEL NO. 1 - 17.021 Acres

For Connection Begin at the Intersection of the Southerly line of U.S. Highway No. 90A (140 feet wide) and the Easterly line of Oyster Creek Drive (60 feet wide); THENCE, North $78^{\circ} 02'$ East, 155.8 feet along the Southerly line of said Highway No. 90A to a point 50 feet Southwest of and perpendicular from the centerline of the Missouri Pacific Railroad for the Northwest corner of and place of beginning for this tract; said corner being the Southwest corner of the State of Texas 0.42 Acre Tract;

THENCE, North $78^{\circ} 02'$ East, 130.4 feet to the Northeast corner of this tract;

THENCE, South $51^{\circ} 53'$ East, 5462.63 feet to point of curve to right (Railroad Station 72+33.7 on centerline);

THENCE, Along curve to the right with the following data: Delta = $9^{\circ} 26' 10''$; Radius = 2934.2 feet; Length = 483.24 feet to point of tangency (Railroad Station 77+08.7 on centerline);

THENCE, South $42^{\circ} 26' 50''$ East, 1430.46 feet to the North corner of the State of Texas 1.03 Acre Tract for the Southwest Freeway; said corner being the East corner of this Tract and point of connection for parcel no. 2 - 17.496 Acres HEREIN BELOW DESCRIBED:

THENCE, South $42^{\circ} 35' 43''$ West, 100.38 feet along the Northwest line of said 1.03 Acre Tract to the South corner of this Tract;

THENCE, North $42^{\circ} 26' 50''$ West, 1439.14 feet to the point of curve to the left (Railroad Station 77+08.7 on centerline);

THENCE, Along curve to the left with the following data: Delta = $9^{\circ} 26' 10''$; Radius = 2834.2 feet; Length = 466.3 feet to the point of tangency (Railroad Station 72+33.7);

THENCE, North $51^{\circ} 53'$ West, 5546.29 feet to the place of beginning and containing 17.021 Acres of Land.

(1)

AS PER ORIGINAL

PARCEL NO. 2 - 17.496 Acres

For Connection Begin at the East corner of said herein above described Parcel No. 1 - 16.916 Acres: THENCE, South 42° 26' 50" East, 470.0 feet to the East corner of said State of Texas 1.08 Acre Tract and the North corner of and place of beginning for this Tract;

THENCE, South 42° 26' 50" East, 7625.44 feet to the East corner of this Tract;

THENCE, South 47° 33' 18" West, at 50 feet pass a point on centerline of existing railroad at Railroad Station 172+34.6; said point being 500 feet Northwesterly of the Westerly point of switch at Herbert and 1261.9 feet from the centerline of Alfred Road, in all 100.0 feet to the South corner of this Tract;

THENCE, North 42° 26' 50" West, 7616.76 feet to the West corner of this Tract and South corner of said State of Texas 1.08 Acre Tract;

THENCE, North 42° 35' 43" East, along the Southeast line of the Southwest Freeway to the place of beginning and containing 17.496 Acres of Land.

Henry SteinWamp, Jr.
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FRANKLIN R SCHODEK
REGISTERED PUBLIC SURVEYOR

VENETIAN LAKE

April 24, 1973

TRACTS L, M, N, O, P, Q

A Field Note Description of 43.47 Acres of Land, being Venetian Lake and being 31.65 Acres in the S.M. Williams League, Abstract 97 and 11.82 Acres in the Brown and Belknap League, Abstract 15, City of Sugar Land, Fort Bend County, Texas.

For Connection Begin at a point in the South line of the U.S. Highway No. 59 and 90A (175 feet wide) marking the Northwest corner of Venetian Estates, Section No. 1 (Volume , Page , Deed Records); said corner being the Northeast corner of the Sugar Land State Bank 1,056 Acre Tract and in the West line of Savoy Street; THENCE, South $11^{\circ} 58'$ East, 60.0 feet to corner; THENCE, North $78^{\circ} 2'$ East, 60.0 feet to corner; THENCE, South $56^{\circ} 58'$ East, 222.52 feet to the Southwest corner of Lot No. 1 of Venetian Estates, Section No. 1 and Northeast corner of Lot No. 56 of Venetian Estates, Section No. 4 to the place of beginning for this Tract;

THENCE. Along Venetian Estates, Section No. 1 with the following courses and distances:

A curve to the right; Delta = 45° ; Radius = 25.0 feet; Length = 19.64 feet to point of tangency;

North $78^{\circ} 02'$ East, 90.0 feet to point of curve;

Along curve to the right; Delta = 90° ; Radius = 25.0 feet; Length = 39.28 feet to point of tangency;

South $11^{\circ} 58'$ East, 408.54 feet to point of curve;

Along curve to left; Delta = $39^{\circ} 54' 30''$; Radius = 180.0 feet; Length = 125.37 feet to point of tangency;

South $51^{\circ} 52' 30''$ East, 220.35 feet to point of curve;

Along curve to left; Delta = $140^{\circ} 05' 30''$; Radius = 100.0 feet; Length = 244.51 feet to point of tangency;

North $11^{\circ} 58'$ West, 628.89 feet to point of curve;

Along curve to right; Delta = 90° ; Radius = 25.0 feet; Length = 39.28 feet to point of tangency;

North $78^{\circ} 02'$ East, 90.0 feet to point of curve;

Along curve to right; Delta = 90° ; Radius = 25.0 feet; Length = 39.28 feet to point of tangency;

South $11^{\circ} 58'$ East, 829.45 feet to point of curve;

(1)

Along curve to left: Delta = $108^{\circ} 05' 50''$; Radius = 50.00 feet;
Length = 94.32 feet to point of tangency;

North $59^{\circ} 56' 10''$ East, 291.67 feet to point of curve;

Along curve left: Delta = $7^{\circ} 54' 10''$; Radius = 25.0 feet; Length =
31.37 feet to point of tangency;

North $11^{\circ} 58'$ West, 762.61 feet to point of curve;

Along curve right: Delta = 90° Radius = 25.0; Length = 39.28 feet
to point of tangency;

North $78^{\circ} 2'$ East, 90.0 feet to point of curve;

Along curve right: Delta = 90° ; Radius = 25.0 feet; Length = 39.28
feet to point of tangency;

South $11^{\circ} 58'$ East, 666.05 feet to point of curve;

Along curve left: Delta = $108^{\circ} 5' 50''$; Radius = 50.0 feet; Length =
94.32 feet to point of tangency;

North $59^{\circ} 56' 10''$ East, 291.67 feet to point of curve;

Along curve left: Delta = $71^{\circ} 54' 10''$; Radius = 25.0 feet; Length =
31.37 feet to point of tangency;

North $11^{\circ} 58'$ West, 599.21 feet to point of curve;

Along curve right: Delta = 90° ; Radius = 25.0 feet; Length = 39.28 feet
to point of tangency;

North $78^{\circ} 02'$ East, 90.0 feet to point of curve;

Along curve right: Delta = 90° ; Radius = 25.0 feet; Length = 39.28 feet
to point of tangency;

South $11^{\circ} 58'$ East, 502.62 feet to point of curve;

Along curve left: Delta = $108^{\circ} 05' 50''$; Radius = 50.0 feet; Length =
94.32 feet to point of tangency;

North $59^{\circ} 56' 10''$ East, 291.67 feet to point of curve;

Along curve left: Delta = $71^{\circ} 54' 10''$; Radius = 25.0 feet; Length =
31.37 feet to point of tangency;

North $11^{\circ} 58'$ West, 435.81 feet to point of curve;

Along curve right: Delta = 90° ; Radius = 25.0 feet; Length = 39.28 feet to
point of tangency;

North $78^{\circ} 02'$ East, at 45 feet pass Southeast corner of Lot 62, Venetian
Estates, Section No. 1 and the Southwest corner of Lot 63 of Venetian
Estates, Section No. 2, then along Venetian Estates Section No. 2, in all
90.0 feet to point of curve;

THENCE, Along Venetian Estates, Section No. 2 with the following courses and distances:

(2)

Along curve right: Delta = 90° ; Radius = 25.0 feet; Length = 39.28 feet to point of tangency;

South $11^{\circ} 58'$ East, 23.04 feet to point of curve;

Along curve left: Delta = $77^{\circ} 15'$; Radius = 150.0 feet; Length = 202.20 feet to point of tangency;

South $89^{\circ} 13'$ East, 568.72 feet to point of curve;

Along curve right: Delta = $150^{\circ} 24' 46''$; Radius = 35.0 feet; Length = 91.88 feet to point of tangency;

South $61^{\circ} 11' 46''$ West, 791.42 feet to point of curve;

Along curve left: Delta = 90° ; Radius = 50 feet; Length = 78.54 feet to point of tangency;

South $28^{\circ} 48' 14''$ East, 260.0 feet to point of curve;

Along curve left: Delta = 90° ; Radius = 50 feet; Length = 78.54 feet to point of tangency;

North $61^{\circ} 11' 46''$ East, 760.79 feet to point of curve;

Along curve right: Delta = $156^{\circ} 55' 44''$; Radius = 50 feet; Length = 136.95 feet to point of tangency;

South $38^{\circ} 07' 30''$ West, 375.35 feet to point of curve;

Along curve right: Delta = $26^{\circ} 19' 45''$; Radius = 100.0 feet; Length = 45.95 feet to the Northwest corner of Lot 101, Venetian Estates, Section No. 2 and Northeast corner of Lot 102, Venetian Estates, Section No. 3;

THENCE, Along Venetian Estates Section No. 3 with the following courses and distances:

Continue along curve to right: Delta = $26^{\circ} 19' 45''$; Radius = 100.0 feet; Length = 45.95 feet to point of tangency;

North $89^{\circ} 13'$ West, 160.7 feet to point of curve;

Along curve left: Delta = $29^{\circ} 35' 14''$; Radius = 100.0 feet; Length = 51.6 feet to point of tangency;

South $61^{\circ} 11' 46''$ West, 247.27 feet to point of curve;

Along curve left: Delta = $49^{\circ} 22' 07''$; Radius = 50.0 feet; Length = 43.08 feet to point of tangency;

South $11^{\circ} 49' 39''$ West, 502.48 feet to point of curve;

Along curve left: Delta = $101^{\circ} 02' 39''$; Radius = 50.0 feet; Length = 88.18 feet to point of tangency;

South $89^{\circ} 13'$ East, 376.32 feet to point of curve;

Along curve right: Delta = 90° ; Radius = 25.0 feet; Length = 39.28 feet to point of tangency;

South $0^{\circ} 47'$ West, 90.0 feet to point of curve;

Along curve right: Delta = 90° ; Radius = 25.0 feet; Length = 39.28 feet to point of tangency;

North $89^{\circ} 13'$ West, 296.88 feet to point of curve;

Along curve left: Delta = $52^{\circ} 39' 30''$; Radius = 480 feet; Length = 441.12 feet to point of tangency;

South $38^{\circ} 07' 30''$ West, 79.18 feet to point of curve;

Along curve left: Delta = 90° ; Radius = 25.0 feet; Length = 39.28 feet to point of tangency;

South $51^{\circ} 52' 30''$ East, 185.0 feet to the South corner of Venetian Estates, Section No. 3 in the Southeast line of Lombardy Street;

THENCE, South $38^{\circ} 07' 30''$ West, along Northwest line of Eldridge Lake, 60 feet to the Southerly East corner of Venetian Estates, Section No. 4;

THENCE, North $51^{\circ} 52' 30''$ West, at 60 feet pass East corner of Lot No. 1, Venetian Estates, Section No. 4, in all 185.0 feet to point of curve;

THENCE, Along Venetian Estates, Section No. 4 with the following courses and distances:

Along curve left: Delta = 90° ; Radius = 25.0 feet; Length = 39.28 feet to point of tangency;

South $38^{\circ} 07' 30''$ West, 85.0 feet to point of curve;

Along curve right: Delta = 90° ; Radius = 25.0 feet; Length = 39.28 feet to point of tangency;

North $51^{\circ} 52' 30''$ West, 146.5 feet to point of curve;

Along curve right: Delta = 90° ; Radius = 25.0 feet; Length = 39.28 feet to point of tangency;

North $38^{\circ} 07' 30''$ East, 500.0 feet to corner;

North $16^{\circ} 18' 20''$ East, 233.9 feet to point of curve;

Along curve left: Delta = $136^{\circ} 21' 40''$; Radius = 100.24 feet; Length = 238.56 feet to point of tangency;

South $59^{\circ} 56' 40''$ West, 233.9 feet to corner;

South $38^{\circ} 07' 30''$ West, 500.0 feet to point of curve;

Along curve right: Delta = 90° ; Radius = 25.0 feet; Length = 39.28 feet to point of tangency;

North $51^{\circ} 52' 30''$ West, 304.21 feet to point of curve;

Along curve right: Delta = $111^{\circ} 48' 40''$; Radius = 25.0 feet; Length = 56.8 feet to point of tangency;

(4)

North $59^{\circ} 56' 10''$ East, 952.0 feet to point of curve;

Along curve left: Delta = 180° ; Radius = 180.0 feet; Length = 565.48 feet to point of tangency;

South $59^{\circ} 56' 10''$ West, 997.61 feet to point of curve;

Along curve to right: Delta = $68^{\circ} 11' 20''$; Radius = 200.0 feet; Length = 238.02 feet to point of tangency;

North $51^{\circ} 52' 30''$ West, 495.94 feet to point of curve;

Along curve to right: Delta = $39^{\circ} 54' 30''$; Radius = 320.0 feet; Length = 222.89 feet to point of tangency;

North $11^{\circ} 58'$ West, 408.54 feet to point of curve;

Along curve to right: Delta = $45^{\circ} 00'$; Radius = 25.0 feet; Length = 19.64 feet to place of beginning and containing 43.47 Acres of Land being Venetian Lake.

Henry Frankland

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April 24, 1973

TRACTS R, S, V, & W

A Field Note Description of a 13.65 Acre Tract being out of the Belknap Realty Company 65.44 Acre Tract (Volume , Page , Deed Records) and original 119.988 Acre Tract, being in Eldridge Lake and lying East of Venetian Estates Sections No. 2 and 3 and 4, being 13.32 Acres in the Brown and Belknap League, Abstract 15 and 0.33 Acres in the S.M. Williams League, Abstract 97, City of Sugar Land, Fort Bend County, Texas.

Begin at the South corner of said 65.44 Acre Tract; said corner being in the North-east line of the Missouri Pacific Railroad and bears South $51^{\circ} 52' 30''$ East, 3510.51 feet from the intersection of the Southeast line of U.S. Highway No. 59 and 90A and East line of Missouri Pacific Railroad; said corner being the South corner of and place of beginning for this Tract;

THENCE, North $51^{\circ} 52' 30''$ West, 31.0 feet along the East line of Missouri Pacific Railroad to the South corner of Venetian Estates, Section No. 4;

THENCE, North $38^{\circ} 07' 30''$ East, along the Southeast line of Lombardy Drive at 345 feet pass East corner of Venetian Estates, Section No. 4, at 405.0 feet pass the South corner of Venetian Estates, Section 3, in all 452.95 feet to corner;

THENCE, Along Venetian Estates, Section No. 4, with the following courses and distances:

South $89^{\circ} 25' 52''$ East, 248.81 feet to corner;
South $89^{\circ} 13'$ East, 258.31 feet to P.C.
Along curve left, Delta = $12^{\circ} 45'$, Radius = 401.88, Length = 89.43 feet to P.T.
North $78^{\circ} 02'$ East, 310.0 feet to P.C.
Along curve left, Delta = $87^{\circ} 53' 51''$, Radius = 154.98, Length = 237.75 feet to P.T.
North $9^{\circ} 51' 15''$ West, 262.17 feet to P.C.
Along curve right, Delta = $73^{\circ} 45' 31''$, Radius = 26.83 feet, Length = 34.54 feet to P.T.
North $63^{\circ} 53' 40''$ East, 4.34 feet to P.C.
Along curve to right, Delta = $84^{\circ} 53' 09''$, Radius = 25.0, Length = 37.04 feet to P.T.
South $31^{\circ} 13' 11''$ East, 76.46 feet to corner;
North $74^{\circ} 58' 59''$ East, 80.65 feet to corner;
South $61^{\circ} 52' 21''$ East, 92.58 to P.C.
Along curve to left, Delta = $84^{\circ} 26' 19''$, Radius = 25.0, Length = 36.84 feet to P.T.;
North $33^{\circ} 41' 20''$ East, 124.0 feet to corner;
North $38^{\circ} 51' 20''$ East, 118.84 feet to P.C.
Along curve left, Delta = $43^{\circ} 09' 46''$, Radius = 15.0, Length = 11.3 feet to P.T.;
North $4^{\circ} 18' 26''$ West, 5.96 feet to P.C.

(1)

Along curve left, Delta = $54^{\circ} 58' 59''$, Radius 15.0, Length = 14.39 feet to P.T.;
 North $59^{\circ} 17' 05''$ West, 383.73 feet to P.C.;
 Along curve right, Delta = 90° , Radius = 25.0, Length = 39.28 feet to P.T.
 North $30^{\circ} 42' 55''$ East, at 45.54 feet pass East corner of Lot No. 17, Venetian Estates, Section No. 4, of South corner of Lot No. 16, V.E., Sect. No. 3, in all 90.54 feet to P.C.
 Along curve right, Delta = 90° , Radius = 25.0 feet, Length = 39.28 feet to P.T.
 South $59^{\circ} 17' 05''$ East, 381.54 feet to P.C.
 Along curve left, Delta = $85^{\circ} 16' 50''$, Radius = 25.0 feet, Length = 37.21 feet to P.T.
 North $65^{\circ} 26' 05''$ East, 181.2 feet to corner;
 North $24^{\circ} 31' 12''$ East, 163.57 feet to P.C.
 Along curve left, Delta = $89^{\circ} 3' 53''$, Radius = 25.0 feet, Length = 38.86 feet to P.T.
 North $64^{\circ} 32' 41''$ West, 357.86 feet to P.C.
 Along curve right, Delta = $93^{\circ} 49' 52''$, Radius = 25 feet, Length = 40.9 feet to P.T.
 Along curve left, Delta = $24^{\circ} 8' 03''$, Radius = 1360.0 feet, Length = 572.86 feet to P.C.;
 Along curve left, Delta = $91^{\circ} 4' 23''$, Radius = 25.0 feet, Length = 39.74 feet to P.T.;
 North $86^{\circ} 29' 03''$ West, 110.04 feet to P.C.;
 Along curve right, Delta = $88^{\circ} 49' 50''$, Radius = 25.0 feet, Length = 38.76 feet to P.T.
 Along curve left, Delta = $3^{\circ} 30' 39''$, Radius = 1200.0 feet, Length = 73.53 feet to corner;
 North $77^{\circ} 55' 50''$ East, 202.8 feet to corner;
 North $40^{\circ} 5' 30''$ East, 110.8 feet to East corner of Lot 1, Venetian Estates, Section No. 2;
 North $67^{\circ} 01' 50''$ West, 134.4 feet to corner;
 North $44^{\circ} 30' 50''$ West, 49.5 feet to corner;
 North $67^{\circ} 54' 50''$ West, 161.55 feet to corner;
 North $11^{\circ} 58'$ West, 338.0 feet along East line of Lombardy Drive (100 feet wide) to the Northeast corner of Venetian Estates, Section 2, for the Northwest corner of this Tract;
 North $78^{\circ} 02'$ East, 40.0 feet along the South line of U.S. Highway No. 59 and 90A to the Northeast corner of this Tract;
 South $11^{\circ} 58'$ East, 282.0 feet to corner;
 South $56^{\circ} 58'$ East, 438.0 feet to corner;
 South $11^{\circ} 58'$ East, 805.0 feet to corner;
 South $31^{\circ} 02'$ West, 1116.0 feet to corner;
 South $43^{\circ} 59' 13''$ West, 612.25 feet to corner;
 North $89^{\circ} 13'$ West, 871.0 feet to corner;
 South $38^{\circ} 07' 30''$ West, 459.0 feet to place of beginning and con-

taining 13.65 Acres in Eldridge Lake.

Henry H. ...

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FRANKLIN R. SCHODER
REGISTERED PUBLIC SURVEYOR

April 24, 1973

TRACTS T & U

A Field Note Description of 4.0 Acres of Land in Eldridge Lake, in the Brown and Belknap League, Abstract 15, City of Sugar Land, Fort Bend County, Texas.

Begin at the Northeast corner of this Tract; said corner being in the intersection of the South line of U.S. Highway No. 59 and 90A and West line of Lombardy Drive;

THENCE, South $11^{\circ} 58'$ East, 279.13 feet along West line of Lombardy Drive (100 feet wide) to the Northeast line of Lot 10, Venetian Estates, Section No. 2, Block 2;

THENCE, North $89^{\circ} 13'$ West, 1010.21 feet along the North line of Lots 1 through 10, Block 2, Venetian Estates, Section No. 2, to corner;

THENCE, North $11^{\circ} 58'$ West, 56.19 feet along East line of Piedmont Drive, 60 feet wide to the Northwest corner of this Tract;

THENCE, North $78^{\circ} 02'$ East, 985.3 feet along the South line of U.S. Highway No. 59 and 90A (175 feet wide) to the place of beginning and containing 4.0 Acres of Land, and being a part of Venetian Estates Subdivision, Section 2.

Henry Steinkamp, Jr.

HENRY STEINKAMP, JR. INC.
CONSULTING ENGINEER
1117 Tobola St.
Rosenberg, Texas 77471

June 25, 1973

TRACT X

A Field Note Description of a 3.515 Acre Tract of land, being the remainder of a Belknap Realty Company 10.01 Acre Tract in the George Brown and Charles Belknap League, Abstract 15, City of Sugar Land, Fort Bend County, Texas.

For Connection begin at the West corner of Lot 8, Block 2; Alkire Lake Subdivision, Section 2; said corner being in the Southeast line of Househoe Drive (60 feet wide) and being the North corner of the William L. Bigbee 2.499 Acre Tract; THENCE, South $43^{\circ} 25' 40''$ West, 200.0 feet to the West corner of the Bigbee Tract and place of beginning for this Tract;

THENCE, South $45^{\circ} 3' 21''$ East, 530.33 feet to the East corner of this Tract and South corner of said Bigbee Tract;

THENCE, South $51^{\circ} 30'$ West, (equal to South $50^{\circ} 43'$ West), 230.88 feet to the South corner of this Tract and of said 10.01 Acre Tract;

THENCE, North $46^{\circ} 34' 20''$ West, (equal to North $47^{\circ} 22'$ West), 616.16 feet to the West corner of this Tract;

THENCE, North $44^{\circ} 36' 40''$ East, (equal to North $43^{\circ} 50'$ East), 222.6 feet to an iron pipe;

THENCE, North $33^{\circ} 38' 40''$ East, (equal to North $32^{\circ} 52'$ East), 83.84 feet to the North corner of this Tract;

THENCE, South $46^{\circ} 36'$ East, (equal to North $47^{\circ} 21'$ East), 68.10 feet along the Southeast line of a 0.61 Acre Tract to corner;

THENCE, South $43^{\circ} 25' 40''$ West, 62.54 feet to the West corner of a 0.276 Acre Tract;

THENCE, South $45^{\circ} 3' 21''$ East, 60 feet to the place of beginning and containing 3.515 Acres of land.

Henry Steinkamp, Jr.
Bearings are relative to Alkire Lake Sub-division.

1-1-73
April 26, 1973

Tract 1A

A Field Note Description of 24.969 Acres of Land, being in the William Stafford League, Abstract 89, Fort Bend County, Texas.

Begin at a 1 inch iron pipe found in the Southwest line of State Highway No. 6 (100 feet wide) marking the Northwest corner of the Frest Tract and the Northeast corner of and place of beginning for this tract; said cornerbears Southeasterly 1818.45 feet from the centerline of Oil-field Road;

THENCE, South 00° 40' East, 1562.27 feet along a fence line to an angle point;

THENCE, South 00° 30' East, 4873.2 feet along a fence line to the centerline of Steepbank Creek for corner;

THENCE, South 00° 17' East, 1050.16 feet to the Southeast corner of this Tract;

THENCE, South 89° 10' West, 188.23 feet along the South line of levee to the Southwest corner of this tract;

THENCE, North 00° 12' 50" East, 7564.10 feet along the East line of said Houston Lighting & Power Co. Strip to an iron pipe for the Northerly Northwest corner of this Tract;

THENCE, South 50° 54' 50" East, 121.21 feet along the Southwest line of State Highway No. 6 to the Place of beginning and containing 24.969 Acres.

W. Stafford

W. Stafford

April 24, 1973

Tracts 3A, 5, 6, 7, 8, 12

A Field Note Description of 3448.883 Acres of Land being 1938.343 Acres in the Elijah Alcorn League, Abstract 1, 44.6 Acres in the Alexander Hodge League, Abstract 32, 1235.676 Acres in the S. M. Williams League, Abstract 97, and 280.864 Acres in the William Stafford 1/2 Leagues, Ab. 89; Fort Bend County, Texas.

Begin at an iron pipe set for an Easterly re-entrant corner of the State of Texas, Central Prison Farm 5202.88 Acre Tract (Vol. 152, page 425; Deed Records); said corner bears South 0° 35' 20" West, 13,286.11 feet from a concrete monument found marking the Easterly Northeast corner of said Prison Farm Tract and the Westerly re-entrant corner of the original Belknap Realty Company's 377.7-acre tract (Vol. 140, page 190; Deed Records), said corner being a Westerly Southwest corner of a nd place of beginning for this tract;

THENCE, North 00° 35' 20" East, 3136.01 feet along the East line of the Central Prison Farm Tract to an iron pipe set for the Northwest corner of this tract in the Southeast line of the Southwest Freeway;

THENCE, Northeasterly along the South line of the Southwest Freeway with the following courses and distances:

North 55° 00' 20" East, 1051.13 feet to point of curve (p.c.) to the right;

Along curve to the right with the following data; Delta = 52° 30', Radius = 877.19 feet, Length = 803.76 feet, Chord = North 81° 15' 15" East, 775.94 feet to the point of tangency (p.t.)

South 72° 29' 45" East, 165.52 feet to p.c. to the left;

Along curve to the left with the following data; Delta = 52° 30', Radius = 423.0 feet, Length = 387.59 feet, Chord = North 81° 15' 15" East, 374.18 feet to the p.t.;

North 55° 00' 15" East, 200.00 feet to the p.c. to the left;

Along curve to the left with the following data; Delta = 52° 30', Radius = 423.0 feet, Length = 387.59 feet, Chord = North 28° 45' 15" East, 374.18 feet to the p.t.;

December 12, 1972

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North $02^{\circ} 30' 15''$ East, 302.21 feet to the p.c. to the Left;

Along curve to the right with the following data; Delta = $52^{\circ} 30'$; Radius = 600.0 feet, Length = 549.77 feet, Chord = North $28^{\circ} 45' 15''$ East, 530.74 feet to the p.t. of curve;

North $55^{\circ} 00' 15''$ East, at 471.4 feet pass the centerline of Beltz Road, in all 886.08 feet to point;

North $54^{\circ} 22' 25''$ East, 728.42 feet to point;

North $50^{\circ} 12' 30''$ East, 825.22 feet to point;

North $44^{\circ} 30' 15''$ East, 1597.85 feet to point;

North $81^{\circ} 28' 50''$ East, 72.19 feet to the North corner of this tract in the Southwest line of State Highway No. 6 (100 feet wide);

THENCE, Southeasterly along the Southwest line of State Highway No. 6 with the following courses and distances;

South $66^{\circ} 46'$ East, 2914.39 feet to corner;

South $23^{\circ} 14'$ West, 15.0 feet to corner;

South $66^{\circ} 46'$ East, 800.0 feet to corner;

North $23^{\circ} 14'$ East, 15.0 feet to corner;

South $66^{\circ} 46'$ East, 6338.12 feet to the p.c. to the Right;

Along said curve to the right with the following courses and distances; Delta = $07^{\circ} 50' 20''$, Radius = 2814.5 feet, Length = 385.06 feet, Chord = South $62^{\circ} 50' 50''$ East, 384.76 feet to a point in the West line of Oilfield Road (60 feet wide) for the Northeast corner of this tract;

THENCE, Southerly along a line 30 feet West of and parallel to the centerline of Oilfield Road (60 feet wide) (Vol. 120, page 308; Deed Records) with the following courses and distances;

South $01^{\circ} 30'$ East, 6687.91 feet to point;

South $00^{\circ} 38'$ East, 1935.5 feet to point on Levee;

South $0^{\circ} 43' 20''$ East, 28.5 feet to a point;

THENCE, Westerly along the South edge of a levee with the following courses and distances;

South $89^{\circ} 18'$ West, 1217.26' to an iron pipe found;

South $88^{\circ} 59' 10''$ West, 3934.75 feet to an iron pipe found;

December 12, 1972

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South $89^{\circ} 48' 20''$ West, 3017.0 feet to an iron pipe found;

South $89^{\circ} 31' 30''$ West, 747.25 feet to an iron pipe found in the West line of the Alcorn League and East line of the S. M. Williams League, Abstract 97;

North $89^{\circ} 40' 30''$ West, at 2644.54 feet pass iron pipe, at 5296.64 feet pass 2 inch iron pipe, in all 5312.84 feet to the Southwest corner of this Tract;

THENCE, North $0^{\circ} 35' 10''$ East, 4822.83 feet along the East line of State of Texas tract; to concrete monument for corner;

THENCE, South $89^{\circ} 49' 20''$ West, 619.44 feet to the place of beginning and containing 3448.883 Acres.

Henry Thomas Williams

April 24, 1973

Tract 4A

A Field Note Description of 124.018 Acres of Land in the William Stafford League, Abstract 89, Fort Bend County, Texas.

For Connection Begin at a point at the intersection of the Southwest line of State Highway No. 6 (100 feet wide) and centerline of Oilfield Road; THENCE, Southeasterly along a curve to the right along the Southwest line of State Highway No. 6 with the following data; Delta = $00^{\circ} 44' 02''$, Radius = 2814.5 feet, Length = 36.06 feet to the Northwest corner of and place of beginning for this tract; said corner being in the East line of Oilfield Road (60 feet wide);

THENCE, Continue along the Southwest line of State Highway No. 6 along a curve to the Right with the following data; Delta = $06^{\circ} 33' 08''$, Radius = 2814.5 feet, Length = 321.86 feet, Chord = South $54^{\circ} 11' 24''$ East, 321.68 feet to the Point of Tangency of curve;

THENCE, Continue along the Southwest line of State Highway No. 6; South $50^{\circ} 54' 50''$ East, 665.6 feet to an iron pipe for the Northeast corner of this tract; said corner being in the West line of the Houston Lighting & Power Company Strip; said corner bears North $50^{\circ} 54' 50''$ West, 794.93 feet from a 1 inch iron pipe in concrete marking the Northwest corner of the Frost Tract;

THENCE, South $00^{\circ} 12' 50''$ West, 7995.28 feet along the West line of the Houston Lighting & Power Company Strip and East line of a United Gas Company Pipeline Easement to an iron pipe set for the Southeast corner of this tract;

THENCE, South $89^{\circ} 18'$ West, 551.9 feet along the South side of levee to the Southwest corner of this tract;

THENCE, Northerly along a line 30 feet East of and parallel to the centerline of Oilfield Road (60 feet wide) (Vol. 120, page 308; Deed Records) with the following courses and distances;

North $00^{\circ} 45' 20''$ West, 27.39 feet to corner;

North $00^{\circ} 38' 00''$ West, 1935.9 feet to point;

North $01^{\circ} 30' 00''$ West, 6648.95 feet to the place of beginning and containing 124.018 Acres.

Henry H. Henshaw

HENRY STEINKAMP, JR., INC

CONSULTING ENGINEER

1117 TOBOLA STREET

P O BOX 223

ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
FRANKLIN R. SCHODY, K.
REGISTERED PUBLIC SURVEYOR

HOUSTON - ROSENBERG
713.342-2741

April 24, 1973
Tracts 9 & 10

A Field Note Description of 424.978 Acres of Land, being 335.978 Acres in the S.M. Williams League, Ab. 97, and 89.0 Acres in the Alexander Hodge League, Ab. 32, Fort Bend County, Texas.

Began at an iron pipe in the Southwest line of State Highway No. 6 (100 feet wide) at the intersection with the East line of the State of Texas, Central Prison Farm 5202.88 Acre Tract (Vol. 152, Page 425 of the Deed Records); said corner bears South $0^{\circ}35'20''$ West, 2243.5 feet from a concrete monument marking a Northeast corner of said 5202.88 Acre Tract and a re-entrant corner of the Belknap Realty Co. 377.7 Acre Tract; said corner being the Northwest corner of and place of beginning for this tract;

THENCE, Southeasterly along the Southwest line of State Highway No. 6 (100 feet wide) with the following courses and distances:

South $50^{\circ}18'00''$ East, 2373.69 feet to the point of curve to the left;

Along said curve to the left with the following data:
Delta = $16^{\circ}28'$, Radius = 2914.9 feet, Length = 837.74 feet,
Chord = South $58^{\circ}32'$ East, 834.85 feet to the point of tangency;

South $66^{\circ}46'$ East, 1111.25 feet to the North corner of the Lutheran Church 10.0 Acre Tract;

THENCE, Southeasterly along the Easterly edge of Bullhead Slough and the Westline of the Lutheran Church 10.0 Acre Tract with the following courses and distances:

South $18^{\circ}08'20''$ West, 47.95 feet to a point;
South $05^{\circ}11'20''$ West, 305.9 feet to a point;
South $01^{\circ}11'40''$ East, 91.85 feet to a point;
South $16^{\circ}11'40''$ East, 74.3 feet to a point;
South $35^{\circ}11'40''$ East, 294.95 feet to a point;
South $46^{\circ}51'40''$ East, 75.5 feet to a point;
South $64^{\circ}51'40''$ East, 121.05 feet to a point;
South $47^{\circ}51'40''$ East, 49.1 feet to a point;
South $27^{\circ}11'40''$ East, 136.7 feet to a point;
South $48^{\circ}51'40''$ East, 11.1 feet to the South corner of the Lutheran Church Tract;

THENCE, North $23^{\circ}08'20''$ East, 771.45 feet along the East line of the Lutheran Church 10.0 Acre Tract to an iron pipe for corner;

424,978 Acres

THENCE, South $66^{\circ} 46'$ East, 1123.14 feet along the Southwest line of State Highway No. 6 to an iron pipe for corner in the West line of the Southwest Freeway;

THENCE, Southwesterly along the Northwest line of the Southwest Freeway with the following courses and distances:

- South $14^{\circ} 16' 10''$ East, 97.72 feet to an iron pipe;
- South $41^{\circ} 56' 56''$ West, 1005.26 feet to a point;
- South $48^{\circ} 24' 53''$ West, 1181.13 feet to a point;
- South $51^{\circ} 58' 46''$ West, 624.56 feet to point marking the

South corner of the State of Texas 3.249 Acre Drainage Easement in the Northeast line of the Fort Bend County Drainage District 130 foot Easement- Steepbank Creek;

THENCE, North $47^{\circ} 01' 10''$ West, 101.25 feet to the South corner of the Brazos River Authority 4.267 Acre Tract (not included in this 424,978 Acre Tract);

THENCE, North $51^{\circ} 58' 46''$ East, along the Southeast line of said 4.267 Acre Tract, at 595.9 feet pass the East corner of said 4.267 Acre Tract; in all 637.44 feet to angle point;

THENCE, North $48^{\circ} 24' 53''$ East, at 49.02 feet pass the South corner of the Brazos River Authority 3.733 Acre Tract (not included in this tract), in all 416.28 feet to the East corner of said 3.733 Acre Tract;

THENCE, North $66^{\circ} 37' 44''$ West, 488.71 feet to the North corner of said 3.733 Acre Tract;

THENCE, South $48^{\circ} 24' 53''$ West, 367.26 feet to the West corner of said 3.733 Acre Tract;

THENCE, South $66^{\circ} 37' 44''$ East, 488.71 feet along the North line of the Houston Lighting & Power Company 80 foot wide Strip to the South corner of said 3.733 Acre Tract;

THENCE, South $48^{\circ} 24' 53''$ West, 49.02 feet along a previously described line to angle point;

THENCE, South $51^{\circ} 58' 46''$ West, 40.54 feet along previously described line to the East Corner of said 4.267 Acre Tract;

THENCE, North $66^{\circ} 37' 44''$ West, 424.6 feet along the Southwest line of said Houston Lighting & Power Co. 80 foot strip to the North corner of said 4.267 Acre Tract;

THENCE, South $80^{\circ} 02' 06''$ West, 55.6 feet along the South line of said Houston Lighting & Power Co. 80 foot strip to corner;

THENCE, South $01^{\circ} 37'$ East, 104.59 feet along the East line of the Imperial Substation Houston Lighting & Power Company Lease.

424.978 Acres

to the Southeast corner of the said Imperial Substation;

THENCE, South $88^{\circ} 23'$ West, 200.5 feet to the Southwest corner of said Substation Tract and Northwest corner of the 4.267 Acre Tract;

THENCE, South $83^{\circ} 07' 20''$ East, 270.05 feet along the East line of Beltz Road to an iron pipe for the Southwest corner of said 4.267 Acre Tract;

THENCE, South $47^{\circ} 01' 10''$ East, 215.7 feet along the East line of said Fort Bend County Drainage District 130 foot easement on Steepbank Creek to the South corner of said 4.267 Acre Tract previously described;

THENCE, South $47^{\circ} 01' 10''$ East, 101.25 feet along a previously described line to point;

THENCE, South $51^{\circ} 58' 46''$ West, 82.89 feet along the Northwest line of the Southwest Freeway to an angle point;

THENCE, South $55^{\circ} 00' 15''$ West, along the Northwest line of the Southwest Freeway, at 215.82 feet pass the centerline of Beltz Road, in all 749.89 feet to the point of curve to the right;

THENCE, Continuing along the Northwest line of the Southwest Freeway with the following courses and distances:

Along a curve to the right with the following data:
Delta= $52^{\circ} 30'$, Radius= 877.19 feet, Length= 803.76 feet,
Chord= South $81^{\circ} 15' 15''$ West, 775.94 feet to the point of tangency;

North $72^{\circ} 29' 45''$ West, 165.52 feet to the Point of Curve to the left;

Along a curve to the left with the following data:
Delta= $52^{\circ} 30'$, Radius= 423.0 feet, Length= 387.59 feet, Chord= South $81^{\circ} 15' 15''$ West, 374.18 feet to the point of tangency;

South $55^{\circ} 00' 15''$ West, 200.0 feet to the point of curve to the left;

Along a curve to the left with the following data:
Delta= $52^{\circ} 30'$, Radius= 423.0 feet, Length= 387.59 feet, Chord= South $28^{\circ} 45' 15''$ West, 374.18 feet to the point of tangency;

South $02^{\circ} 30' 15''$ West, 302.21 feet to the point of curve to the right;

Along curve to the Right with the following data:
Delta= $52^{\circ} 30'$, Radius= 600.0 feet, Length= 549.97 feet,
Chord= South $28^{\circ} 45' 15''$ West, 530.74 feet to the point of tangency;

424.978 Acres

South 55° 00' 20" West, 958.5 feet to an iron pipe for the Southwest corner of this tract;

THENCE, North 00° 35' 20" East, 7521.55 feet along the East line of said State of Texas Central Prison Farm Tract to the place of beginning and containing 424.978 Acres.

-0.28 North & South
-1.58 East & West

28,762.1
6

1/17865

Signed *Henry H. ...*

HENRY STEINKAMP JR., INC

1021 D. LA STREET
DUNSMITH, TEXAS 77431

April 24, 1973

Tracts 11 & 14

A Field Note Description of 418.015 Acres of Land, being 410.815 Acres in the Elijah Alcorn League, Ab. 1, and 7.2 Acres in the Brown & Belknap League, Ab. 15, Fort Bend County, Texas.

Begin at an iron pipe at the intersection of the Northeast line of State Highway No. 6 (100 feet wide) and Southeast line of the Southwest Freeway; said corner being the Southwest corner of this tract;

THENCE, North 14° 16' 10" West, 96.22 feet along the East line of the Southwest Freeway to an iron pipe for corner;

THENCE, Northeasterly along the Southeast line of the Southwest Freeway with the following Courses and distances:

North 41° 08' 16" East, 983.32 feet to an angle point;

North 42° 35' 41" East, 1665.99 feet to an angle point;

North 45° 31' 48" East, 1154.52 feet to an angle point;

North 42° 35' 50" East, 110.41 feet to the North corner of this tract;

THENCE, South 42° 26' 50" East, 8913.48 feet along the Southwest line of the Missouri Pacific Railroad (100 feet wide) to the Southerly Northeast corner of this tract;

THENCE, South 01° 30' East, 111.0 feet along the West line of Oilfield Road to the Southeast corner of this tract;

THENCE, Northwesterly along the Northeast line of State Highway No. 6 with the following courses and distances:

Along a curve to the left with the following data: Delta= 7° 03' 30", Radius= 2914.5 feet, Length= 359.07 feet, Chord= North 63° 14' 15" East, 357.95 feet to the point of tangency;

North 66° 46' West, 6338.06 feet to corner;

North 23° 14' East, 15.0 feet to corner;

North 66° 46' West, 650.0 feet to corner;

South $23^{\circ} 14'$ West, 15.0 feet to corner;

North $66^{\circ} 46'$ West, 2091.65 feet to the place of beginning
and containing 48.015 Acres.

3.92 North & South

5.61 East & West

27975.65
1 in 4072

Signed *Lincoln K. ...*

HENRY STEINKAMP, JR., INC.

CONSULTING ENGINEER

1117 TOBOLA STREET

ROSENBERG, TEXAS 77471

ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
FRANKLIN R. SCHODEK
REGISTERED SURVEYOR

April 24, 1973
Tracts 13 & 23

A Field Note Description of 367.062 Acres of Land, being 214.24 Acres in the Elijah Alcorn League, Ab. 1, 143.222 Acres in the William Stafford League, Ab. 89, and 9.6 Acres in the Brown & Belknap League, Ab. 15, Fort Bend County, Texas.

For Connection Begin at a point at the intersection of the West line of Oilfield Road and Northeast line of the Missouri Pacific Railroad; THENCE, North 01° 30' 10" West, 628.2 feet along the West line of Oilfield Road to the Northeast corner of the Feed Mill 3.94 Acre Tract and the Southeast corner of and place of beginning for this tract;

THENCE, South 88° 36' 10" West, 547.05 feet along the North line of the Feed Mill Tract to an iron pipe for the Southwest corner of this tract;

THENCE, North 42° 26' 50" West, 6455.23 feet along the Northeast line of the Missouri Pacific Railroad to the West corner of this Tract and South corner of the 704,919 Acre Sugar Creek Subdivision Tract; said corner bears South 42° 26' 50" East, 1518.68 feet along the Northeast line of the Missouri Pacific Railroad from the Southeast line of the Southwest Freeway;

THENCE, Easterly along the centerline of Oyster Creek with the following courses and distances:

- North 32° 01' 40" East, 274.97 feet to a point;
- North 38° 18' 00" East, 395.08 feet to a point;
- North 54° 29' 10" East, 349.02 feet to a point;
- North 74° 43' 40" East, 357.04 feet to a point;
- North 88° 18' 00" East, 266.16 feet to a point;
- South 80° 31' 20" East, 263.09 feet to a point;
- South 65° 09' 20" East, 364.05 feet to a point;
- South 56° 10' 00" East, 191.04 feet to a point;
- South 40° 31' 10" East, 874.0 feet to a point;
- South 83° 14' 20" East, 331.35 feet to a point;
- North 84° 53' 50" East, 448.59 feet to a point;
- North 66° 28' 00" East, 292.14 feet to a point;
- North 77° 26' 50" East, 401.71 feet to a point;

North 57° 34' 40" East, 210.71 feet to a point;
 North 42° 53' 30" East, 240.41 feet to a point;
 North 19° 40' 50" East, 485.4 feet to a point;
 North 17° 40' 20" East, 441.12 feet to a point;
 North 23° 23' 00" East, 214.26 feet to a point;
 North 41° 39' 00" East, 210.35 feet to the SWC. of Riverbend Country Club;
 North 77° 27' 20" East, 229.1 feet to a point;
 South 77° 29' 50" East, 159.2 feet to a point;
 South 56° 22' 40" East, 173.3 feet to a point;
 South 47° 08' 30" East, 115.1 feet to a point;
 South 29° 53' 20" East, 62.5 feet to a point;
 South 82° 03' 40" East, 100.0 feet to a point;
 South 17° 50' 10" East, 250.4 feet to a point;
 North 82° 04' 10" West, 57.0 feet to a point;
 South 00° 55' 10" East, 180.0 feet to a point;
 South 10° 12' 50" West, 250.6 feet to a point;
 South 18° 59' 50" West, 440.0 feet to a point;
 South 34° 54' 50" West, 680.0 feet to a point;
 South 03° 15' 10" East, 600.0 feet to a point in the North

line of Blair Road for the Northerly Southeast corner of this tract;

THENCE, South 88° 43' 50" West, 313.5 feet along the North line of Blair Road to a 1 inch iron pipe found for re-entrant corner of this tract;

THENCE, South 01° 30' 10" East, 3894.58 feet along a fence line marking the West line of Oil Field Road (50 feet wide) to the place of beginning and containing 367.062 Acres of Land.

-1.00 North & South
4.51 East & West

21118.05 Length

1/4571

Signed Lawrence J. Kerney

HENRY STEINKAMP, JR., INC

CONSULTING ENGINEER

1117 TODOLA STREET

P. O. BOX 273

ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR

HOUSTON - ROSENBERG
713-342-2241

April 24, 1973
TRACTS 15 & 16

A Field Note Description of 526.311 Acres of Land, being 370.811 Acres in the S.M. Williams League, Abstract 97, 116.8 Acres in the Brown & Belknap League, Abstract 15, and 38.7 Acres in the Elijah Alcorn League, Abstract 1, Fort Bend County, Texas.

For Connection begin at a concrete monument found in ditch marking the Easterly Northeast corner of the State of Texas Central Prison Farm 5202.88 Acre Tract (Volume 152, page 425, Deed Records) and a re-entrant corner of the original Belknap Realty Company's 377.7 Acre Tract (Volume 140, page 190, Deed Records);

THENCE, South $0^{\circ} 35' 20''$ West, 346.7 feet to a point;

THENCE, North $89^{\circ} 04'$ East, 1764.46 feet to the Northwest corner of Brookside Addition, Section Two; THENCE, South $0^{\circ} 56'$ East, 1238.24 feet along the East line of State Highway No. 58 (Loop) (110 feet wide) to the Northwest corner of and place of beginning for this Tract;

THENCE, North $89^{\circ} 04'$ East, 1109.78 feet along the South line of the Belknap Realty Company 2.889 Acre Tract "F" to corner;

THENCE, North $0^{\circ} 56'$ West, 282.03 feet to the intersection of the East line of Borden Street (50 feet wide) and South line of Dogwood Street (50 feet wide) for corner;

THENCE, North $89^{\circ} 04' 00''$ East, 284.5 feet along the South line of Dogwood and along the South line of Brookside Addition, Section One (Plat Book 5, page 21 of the Plat Records) to the Southeast corner of said Brookside Addition, Section One;

THENCE, North $00^{\circ} 56' 00''$ West, 21.0 feet along the Eastline of Venice Street (50 feet wide) to the Southwest corner of Lot 3, Block 2, Brookside Addition, Section One;

THENCE, North $89^{\circ} 04' 00''$ East, 293.27 feet along the South line of said Lot 3, Block 2, Brookside Addition, Section One to the Water's Edge on the East line of Brooks Lake Canal for corner;

THENCE, Northeasterly along the South Water's Edge of Brooks Lake Canal and along the Westerly Water's Edge of Oyster Creek with the following courses and distances:

North $33^{\circ} 55' 50''$ East, 153.59 feet to a point;
 North $51^{\circ} 21' 30''$ East, 144.63 feet to a point;
 North $70^{\circ} 58' 00''$ East, 90.0 feet to a point;
 South $66^{\circ} 11' 30''$ East, 95.18 feet to a point;
 South $33^{\circ} 05' 00''$ East, 133.98 feet to a point;
 South $26^{\circ} 33' 40''$ East, 195.41 feet to a point;
 South $39^{\circ} 33' 20''$ East, 320.39 feet to a point;
 South $47^{\circ} 10' 00''$ East, 108.54 feet to a point;
 South $83^{\circ} 34' 40''$ East, 96.05 feet to a point;
 North $79^{\circ} 16' 30''$ East, 91.49 feet to a point on Dam Road for

corner;

THENCE, South $69^{\circ} 28' 00''$ East, 31.15 feet to a point in the Southwest line of Dam Road for corner;

THENCE, North $20^{\circ} 32' 00''$ East, at 61.59 feet pass the South corner of Belknap Subdivision, Section No. 7 (Volume 346, page 177, Deed Records), in all 241.59 feet along the Southeast line of Oyster Creek Drive (60 feet wide) to the Point of Curve to the left;

THENCE, Continuing along the Easterly line of Oyster Creek Drive (60 feet wide) and Easterly line of Belknap Subdivision Section No. 7 with the following courses and distances:

Along a curve to the left with the following data: Delta = $49^{\circ} 29'$; Radius = 247.08 feet; Length = 213.39 feet; Chord = North $04^{\circ} 12' 30''$ West, 206.82 feet to the point of tangency;

North $28^{\circ} 57' 00''$ West, 634.5 feet to the point of curve to the right;

Along curve to the right with the following data: Delta = $12^{\circ} 32' 00''$; Radius = 880.66 feet; Length = 192.64 feet; Chord = North $22^{\circ} 41' 00''$ West, 192.26 feet to the point of tangency;

North $16^{\circ} 25' 00''$ West, 190.0 feet to the point of curve to the left;

Along curve to the left with the following data: Delta = $12^{\circ} 32' 00''$; Radius = 940.66 feet; Length = 205.77 feet; Chord = North $22^{\circ} 41' 00''$ West, 205.36 feet to the point of tangency;

North $28^{\circ} 57' 00''$ West, 1000.7 feet to point of curve to the left;

Along curve to the left with the following data: Delta = $18^{\circ} 43' 00''$; Radius = 637.34 feet; Length = 208.2 feet; Chord = North $38^{\circ} 18' 30''$ West, 207.27 feet to the point of tangency;

North $47^{\circ} 40' 00''$ West, 236.4 feet to the Northerly Northwest corner of this Tract;

THENCE, North $77^{\circ} 58'$ East, 925.47 feet along the South line of the Belknap Realty Company 20.631 Acre Tract "B" to the Northerly Northeast corner of this Tract;

THENCE, South $51^{\circ} 52' 30''$ East, 3528.05 feet along the Southwest line of the Missouri Pacific Railroad Tract to the point of curve;

THENCE, Along the Southwest line of Missouri Pacific Railroad Tract along a curve to the right with the following courses and distances: Delta = $9^{\circ} 25' 40''$; Radius = 2814.9 feet; Length = 463.16 feet; Chord = South $47^{\circ} 9' 40''$ East, 462.64 feet to the point of tangency;

THENCE, South $42^{\circ} 26' 50''$ East, 1417.33 feet along the Southwest line of said Missouri Pacific Railroad Tract to the East corner of this Tract;

THENCE, South $42^{\circ} 35' 40''$ West, 110.41 feet along the Northwest line of the Southwest Freeway to angle point;

THENCE, South $39^{\circ} 45' 33''$ West, 1195.09 feet along the Northwest line of Freeway to angle point;

THENCE, South $42^{\circ} 35' 41''$ West, 1666.0 feet along the Northwest line of the Southwest Freeway to an angle point;

THENCE, South $43^{\circ} 49' 23''$ West, 1167.46 feet along the Northwest line of the Southwest Freeway to corner;

THENCE, South $81^{\circ} 28' 50''$ West, 68.43 feet along the North line of the Southwest Freeway to the South corner of this Tract in the Northeast line of State Highway No. 6 (100 feet wide);

THENCE, North $66^{\circ} 46' 00''$ West, 355.0 feet along the Northeast line of State Highway No. 6 to corner of Road;

THENCE, Northeasterly along the East line of a 1.248 Acre Road Tract to the State of Texas with the following courses and distances:

North $23^{\circ} 18' 15''$ East, 176.65 feet to the point of curve;

Along curve to the right with the following data: Delta = $24^{\circ} 10' 35''$; Radius = 548.69 feet; Length = 231.52 feet to the point of tangency;

North $47^{\circ} 28' 50''$ East, 360.0 feet to the point of curve;

Along curve to the left with the following data: Delta = $23^{\circ} 14' 54''$; Radius = 598.69 feet; Length = 242.92 feet to point;

North $01^{\circ} 48' 29''$ East, 227.24 feet to angle point;

North $01^{\circ} 5' 45''$ West, 29.0 feet to corner;

THENCE, Southwesterly along the Westerly line of said 1.248 Acre Tract with the following courses and distances:

Along a curve to the right with the following data: Delta = $48^{\circ} 34' 35''$; Radius = 548.69 feet; Length = 465.18 feet to point of tangency;

South $47^{\circ} 28' 50''$ West, 360.0 feet to a point;

Along a curve to the left with the following data: Delta = $24^{\circ} 10' 35''$; Radius = 598.69 feet; Length = 252.62 feet to the point of tangency;

South $23^{\circ} 18' 15''$ West, 176.65 feet to corner in Northeast line of State Highway No. 6;

THENCE, North $66^{\circ} 46'$ West, 2689.1 feet along the Northeast line of State Highway No. 6 to the point of curve;

THENCE, Along the Northeast line of State Highway No. 6 along a curve to the right with the following data: Delta = $16^{\circ} 28' 00''$; Radius = 2814.9 feet; Length = 809.0 feet; Chord = North $58^{\circ} 32' 00''$ West, 806.21 feet to the point of tangency;

THENCE, North $50^{\circ} 18' 00''$ West, along the Northeast line of State Highway No. 6 64.96 feet to the Southwest corner of this Tract;

THENCE, North $0^{\circ} 56'$ West, 2079.0 feet along the East line of State Highway No. 6 to the place of beginning and containing 526.311 Acres of Land.

-1.83 North & South
-2.57 East & West

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HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR

HOUSTON - ROSENBERG
713-142-2201

April 24, 1973

Tract 17.

A Field Note Description of 96.397 Acres of Land, being 71.497 Acres in the S.M. Williams League, Ab. 97 and 24.9 Acres in the Alexander Hodge League, Ab. 32, Fort Bend County, Texas.

For Connection Begin at a concrete monument found marking the Easterly Northeast corner of the State of Texas, Central Prison Farm 5202.88 Acre Tract (Vol. 152, Page 425; Deed Records); THENCE, South $00^{\circ} 35' 20''$ West, 346.7 feet to the Northwest corner of and place of beginning for this tract;

THENCE, North $89^{\circ} 04'$ East, 1654.46 feet along the South line of the original Belknap-Realty Company's 377.7 Acre Sugarland Townsite Tract to the Northeast corner of this tract; said corner bears South $89^{\circ} 04'$ West, 110.0 feet from the Northwest corner of Brookside Addn., Section Two;

THENCE, South $00^{\circ} 56'$ East, 3222.81 feet along the West line of State Highway No. 58 (loop) (110 feet wide) to the Southeast corner of this tract;

THENCE, North $50^{\circ} 18'$ West, 2245.06 feet along the Northeast line of State Highway No. 6 (100 feet wide) to a concrete monument found for the Southwest corner of this tract;

THENCE, North $00^{\circ} 35' 20''$ East, 1759.1 feet along the East line of the Central Prison Farm Tract to the place of beginning and containing 96.397 Acres of Land.

-2.35 North & South
-2.55 East & West

8881.41 Length
1 in 2559.

Signed Henry Steinkamp, Jr.

HENRY STEINKAMP, JR., INC

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April 24, 1973
Tract 18.

A Field Note Description of 87.370 Acres of Land, being 85.679 Acres in the Brown and Belknap League, Ab. 15 and 1.691 Acre in the S.M. Williams League, Ab. 97, Fort Bend County, Texas.

For Connection Begin at a point in the Northeast line of the Missouri Pacific Railroad at the intersection of the Southwest line of Savoy and Southeast Line of Lombardy and marking the South corner of Venetian Estates, Section No. 4; THENCE, South $51^{\circ} 52' 30''$ East, 31.0 feet to the West corner of and place of beginning for this tract; said corner being the South corner of the original Belknap Realty Companys' 65.44 Acre Tract;

THENCE, North $38^{\circ} 07' 30''$ East, 197.33 feet to the Northwest corner of this tract on the South Water's Edge of Eldridge Lake;

THENCE, Easterly along the South Water's Edge of Eldridge Lake with the following courses and distances:

South $82^{\circ} 00' 30''$ East, 393.63 feet to a point;
South $89^{\circ} 42'$ East, 227.31 feet to a point;
North $82^{\circ} 25'$ East, 518.41 feet to a point;
North $61^{\circ} 34'$ East, 253.64 feet to a point;
North $48^{\circ} 18'$ East, 168.82 feet to a point;
North $38^{\circ} 46' 40''$ East, 280.73 feet to the West corner of a 2.37 Acre Tract;

THENCE, South $47^{\circ} 23'$ East, 409.32 feet to the South corner of said 2.37 Acre Tract and the West corner of a 0.61 Acre Tract;

THENCE, South $32^{\circ} 52'$ West, 83.84 feet to an angle point;

THENCE, South $43^{\circ} 50'$ West, 222.6 feet to the West corner of the Belknap Realty Co. 3.515 Acre Tract "X";

THENCE, South $47^{\circ} 22'$ East, 616.16 feet to the South corner of said 3.515 Acre Tract;

THENCE, North $50^{\circ} 43'$ East, 218.52 feet along the East line of said 3.515 Acre Tract to corner;

THENCE, South $38^{\circ} 31' 30''$ East, 104.41 feet to a point;

THENCE, Along the Water's Edge of Horseshoe Lake with the following courses and distances:

! South $76^{\circ} 57'$ East, 244.89 feet to a point

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April 24, 1973

Tracts 24 & 35

A Field Note Description of 3.33 Acres of Land in the Brown & Belknap League, Ab. 15, Fort Bend County, Texas.

Begin at the South corner of Lot No. 14 of Horseshoe Lake Subdivision, Section No. 1 (Vol. 311, Page 101, Deed Records); said corner being the place of beginning for this tract;

THENCE, South $42^{\circ} 26' 50''$ East, 80.7 feet along the end of Alkire Lake Drive (80 feet) to re-entrant corner of this tract;

THENCE, Northerly along the East line of Alkire Lake Drive with the following courses and distances:

North $55^{\circ} 02'$ East, 574.0 feet to the point of curve to the left;

Along curve to the left with the following data:
Delta = $18^{\circ} 26' 29''$, Radius = 2673.29 feet, Length = 860.43 feet,
Chord = 856.72 feet to a point on curve for the Easterly North corner of this tract;

THENCE, South $53^{\circ} 24' 29''$ East, 1.45 feet to the Northwest Line of the Southwest Freeway for the East corner of this tract;

THENCE, Southwesterly along the Northwest line of the Southwest Freeway with the following courses and distances:

South $38^{\circ} 26' 15''$ West, 479.25 feet to a point;

South $46^{\circ} 06' 44''$ West, 922.8 feet to a point;

South $42^{\circ} 35' 35''$ West, 110.41 feet to the South corner of this tract;

THENCE, North $42^{\circ} 26' 50''$ West, 864.31 feet along the Northeast line of the Missouri Pacific Railroad Tract to the West corner of this tract;

THENCE, South $86^{\circ} 27' 43''$ East, 115.15 feet along the South water's edge of Horseshoe Lake to the West corner of Lot 14 of Horseshoe Lake Subd. Section No. 1 for the Westerly North corner of this tract;

THENCE, South $42^{\circ} 26' 50''$ East, 542.0 feet along the Southwest line of Lot 14 to the place of beginning and containing 3.33 Acres.

6-21-73

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April 24, 1973

Tract 25.

A Field Note Description of 1.93 Acre Tract of Land in the Brown & Belknap League, Ab. 15, Fort Bend County, Texas.

For Connection Begin at the Southcorner of Lot No. 14 of Horseshoe Lake Subdivision, Section No. 1 (Vol. 311, Page 101; Deed Records); THENCE, South $42^{\circ} 26' 50''$ East, 80.7 feet along the End of Alkire Lake Drive to corner; THENCE, North $55^{\circ} 02'$ East, 574.0 feet to point of curve; THENCE, Along curve to the left; Delta= $18^{\circ} 26' 29''$, Radius= 2673.29 feet, Length= 860.43 feet, Chord= 856.72 feet to the West corner of and place of beginning for this tract;

THENCE, Along the East line of Alkire Lake Drive along a curve to the left with the following data: Delta= $06^{\circ} 51' 31''$, Radius= 2673.29 feet, Length= 320.01 feet, Chord= North $33^{\circ} 10' 45''$ East, 319.82 feet to point;

THENCE, North $29^{\circ} 45'$ East, 200.0 feet along the East line of Alkire Lake Drive to point of curve;

THENCE, Along the East line of Alkire Lake Drive along a curve to the right with the following data: Delta= $13^{\circ} 00'$, Radius= 3510.75 feet, Length= 796.56 feet, Chord= North $36^{\circ} 15'$ East, 794.86 feet to the point of tangency of curve;

THENCE, North $42^{\circ} 45'$ East, 467.25 feet along east line of Alkire Lake Drive; to point of curve to the left;

THENCE, Along the East line of Alkire Lake Drive along a curve to the left with the following data: Delta= $08^{\circ} 34' 20''$, Radius= 366.67 feet; Length= 54.86 feet, Chord= North $38^{\circ} 29' 22''$ East, 54.47 feet to the North corner of this tract and Southwest corner of a 110.95 Acre Tract;

THENCE, South $43^{\circ} 13' 10''$ East, 3.75 feet to the East corner of this tract;

THENCE, Southwesterly along the Northwest line of the Southwest Freeway with the following courses and distances;

Along a curve to the right with the following data: Delta= $01^{\circ} 01' 54''$, Radius= 5554.65 feet, Length= 100.02 feet, Chord= South $35^{\circ} 56' 11''$ West, 100.02 feet to the point of tangency;

1.93 Acres

South $36^{\circ} 27' 08''$ West, 1349.51 feet to an angle point;

South $38^{\circ} 26' 15''$ West, 380.0 feet to the South corner of this tract;

THENCE, North $53^{\circ} 24' 29''$ West, 1.45 feet to the place of beginning and containing 1.93 Acres.

Signed *Henry H. ...*

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR

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April 24, 1973

Tract 32, 33 & 32A

A Field Note Description of 53.107 Acres of Land, being 41.607 Acres in the Brown & Belknap League, Ab. 15 and 11.5 Acres in the William Stafford League, Ab. 89, Fort Bend County, Texas.

Begin at a point at the intersection of the West line of the William Stafford League, Ab. 89 and East line of the Brown and Belknap League, Ab. 15 with the South line of the U.S. Highway No. 59 & 90A (175 feet wide);

THENCE, North $78^{\circ} 02'$ East, 1010.89 feet along the South line of said U.S. Highway No. 59 and 90A to an iron rod found for the Northeast corner of this tract; said corner bears South $78^{\circ} 02'$ West, 2.5 feet from a concrete monument with cap;

THENCE, South $11^{\circ} 35' 10''$ East, 39.7 feet along the West line of the Southwest Freeway to an iron pipe set for the Southeast corner of this tract; concrete monument with cap bears South $11^{\circ} 35' 10''$ East, 0.25 feet from corner;

THENCE, South $43^{\circ} 47'$ West, 1514.6 feet along the Northwest line of the Southwest Freeway to a concrete monument for angle point;

THENCE, South $55^{\circ} 34' 29''$ West, 1455.3 feet along the Northwest line of the Southwest Freeway to an iron rod found for the Southerly Southeast corner of this tract;

THENCE, North $85^{\circ} 51' 10''$ West, 55.87 feet to an iron rod found for the Southwest corner of this tract;

THENCE, Northerly along the East line of U.S. Highway Spur 41 with the following courses and distances:

Along a curve to the right with the following data:
Delta = $39^{\circ} 22' 10''$, Radius = 1071.28 feet, Length = 736.1 feet
Chord = North $19^{\circ} 42' 57''$ West, 721.7 feet to an iron rod found for the point of tangency of curve;

North $00^{\circ} 00' 13''$ East, 521.5 feet to an iron rod found;

North $00^{\circ} 02' 13''$ East, 211.0 feet to an iron rod found for the Northwest corner of this tract;

THENCE, North $78^{\circ} 02'$ East, 1584.43 feet along the South line of U.S. Highway No. 59 and 90A to the place of beginning and containing 53.107 Acres of Land.

Signed _____

SAVE AND EXCEPT from the above described property, however, that certain 0.676 acre tract conveyed by Sugarland Industries, Inc., to the State of Texas by deed dated August 10, 1973, recorded in Volume 597, Page 646, Deed Records of Fort Bend County, Texas.

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FRANKLIN H. SCHODEK

REGISTERED PROFESSIONAL ENGINEERS

April 24, 1973

Tract 34.

A Field Note Description of 10.0 Acres, more or less, being a portion of Oyster Creek in the S.M. Williams League, Ab. 97, Fort Bend County, Texas.

Begin at the South corner of Lot No. 26 and West corner of Lot No. 27 of Belknap Subdivision, Section No. 7 (Vol. 346, Page 177; Deed Records), said corner being in the South line of the original Belknap Realty Co. 377.7 Acre Tract (Vol. 140, Page 190 Deed Records) and being the Northeast corner of and place of beginning for this tract:

THENCE, Southerly along the West line of Belknap Subdivision, Section No. 7 and the East water's edge of Oyster Creek with the following courses and distances:

South 25° 45' 40" East, 76.25 feet to the South corner of Lot 27;
 South 12° 48' 10" East, 95.19 feet to the South corner of Lot 28;
 South 14° 36' 30" East, 95.05 feet to the South corner of Lot 29;
 South 21° 15' 20" East, 109.62 feet to the South corner of Lot 30;
 South 25° 11' 20" East, 109.31 feet to the South corner of Lot 31;
 South 20° 18' 30" East, 109.21 feet to the South corner of Lot 32;
 South 29° 29' 10" East, 107.0 feet to the South corner of Lot 33;
 South 25° 08' 10" East, 90.2 feet to the South corner of Lot 34;
 South 26° 24' 20" East, 90.09 feet to the South corner of Lot 35;
 South 34° 01' 50" East, 90.35 feet to the South corner of Lot 36;
 South 47° 57' 20" East, 95.2 feet to the South corner of Lot 37;
 South 46° 15' 40" East, 94.27 feet to the South corner of Lot 38;
 South 40° 43' East, 97.35 feet to the South corner of Lot 39;
 South 15° 32' 30" East, 138.38 feet to the South corner of a 0.184

Acre Tract for Easement Purposes Tract;

THENCE, South 20° 32' West, 45.0 feet along the West line of Oyster Creek Drive (60 feet wide) for corner;

THENCE, South 69° 28' East, 60.0 feet crossing Oyster Creek Drive to the South corner of Belknap Subdivision, Section No. 7.;

THENCE, South 20° 32' West, 61.59 feet to corner;

THENCE, North 69° 28' West, 31.15 feet to a point on Dam Road;

10.0 Acres

THENCE, along the Westerly Water's edge of Oyster Creek and Brooks Lake Canal with the following courses and distances:

South 79° 16' 30" West, 91.49 feet to a point;
 North 83° 34' 40" West, 96.05 feet to a point;
 North 47° 16' West, 108.54 feet to a point;
 North 39° 33' 20" West, 320.39 feet to a point;
 North 26° 33' 40" West, 195.41 feet to a point;
 North 33° 05' West, 133.98 feet to a point;
 North 66° 11' 30" West, 95.18 feet to a point;
 South 70° 58' West, 90.0 feet to a point;
 South 51° 21' 30" West, 144.63 feet to a point;
 South 33° 55' 50" West, 153.59 feet to a point for corner;
 South 89° 04' West, 88.27 feet to the Southeast corner of Lot No. 3, Block No. 2, Brookside Addition, Section One (Vol. 5, Page 21; Plat Records), for the West corner of this tract;

THENCE, Northerly along the Water's edge of Brooks Lake Canal along the Easterly line of Block No. 2 of Brookside Addition, Section One with the following courses and distances:

North 22° 35' 27" East, 55.88 feet to the Southeast corner of Lot 2, Block No. 2;
 North 22° 49' 47" East, 39.42 feet to the Southeast corner of Lot 1, Block No. 2;
 North 32° 43' 41" East, 39.94 feet to the East corner of Lot No. 1, Block No. 2 and South corner of the J.M. Schrum 0.495 Acre Tract (Vol. 397, Pg. 56, DR);

THENCE, North 39° 17' East, 106.5 feet along the East line of the Schrum Tract to the South corner of the G.A. Stirl 0.51 Acre Tract (Vol. 369, Page 100; DR);

THENCE, North 49° 22' East, 120.3 feet along the East line of the Stirl Tract to the South corner of Lot No. 8, Belknap Subdivision Section 5;

THENCE, Northerly along the East line of Belknap Subdivision, Section 5 with the following courses and distances:

North 63° 32' East, 162.6 feet to the Southeast corner of Lot No. 7;
 North 01° 13' East, 152.0 feet to the Southeast corner of Lot no. 6;
 North 11° 19' West, 134.0 feet to the Southeast corner of Lot 5;
 North 19° 27' West, 129.2 feet to the Southeast corner of Lot 4;
 North 27° 42' West, 121.5 feet to the Southeast corner of Lot 3;
 North 23° 55' 30" West, 82.9 feet to the Northwest corner of this Tract;

THENCE, North 89° 04' East, 268.94 feet along the South line of the Original Belknap Realty Co. 377.7 Acre Sugarland Townsite Tract to the place of beginning and containing 10.0 Acres.

Signed Henry Stuebelmann

HENRY STEINKAMP, JR., INC

CONSULTING ENGINEER

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HENRY STEINKAMP, JR.

FRANKLIN R. SCHODEK

HENRY STEINKAMP, JR.

1117 TOOLEA STREET

April 24, 1973

Tract 36

A Field Note Description of 30.4 Acres, More or Less, being part of Eldridge Lake, being 30.1 Acres in the Brown & Belknap League, Ab. 15 and 0.3 Acre in the S.M. Williams League, Ab. 97, Fort Bend County, Texas.

Begin at a point at the intersection of the Northeast line of the Missouri Pacific Railroad Tract marking the South corner of Venetian Estates, Section 4; said corner being at the intersection of the West line of Savoy and Southeast line of Lombardy Streets; THENCE, South 51° 52' 30" East, 31.0 feet to the South corner of the original Belknap Realty Co. 65.44 Acre Tract (Vol. 472, Pg. 214; DR Vol. 374, Page 387; DR); THENCE, North 38° 07' 30" East, 197.33 feet to the West corner of and place of beginning for this Tract;

THENCE, Northeasterly along the East line of said 65.44 Acre Tract with the following courses and distances:

- North 38° 07' 30" East, 261.67 feet to a corner;
- South 89° 13' East, 871.0 feet to corner;
- North 43° 59' 13" East, 612.25 feet to corner;
- North 31° 02' East, 1116.0 feet to corner;
- North 11° 58' West, 805.0 feet to corner;
- North 56° 58' West, 438.0 feet to corner;
- North 11° 58' West, 257.0 feet to the Northwest corner of this tract;

THENCE, Easterly along the water's edge of Eldridge Lake with the following courses and distances:

- South 74° 38' 40" East, 208.52 feet to a point;
- South 65° 19' East, 225.3 feet to a point;
- South 67° 55' East, 69.8 feet to a point;
- South 42° 34' East, 336.5 feet to a point;
- South 40° 13' East, 19.8 feet to a point;
- South 51° 53' East, 59.3 feet Along the West line of the Hackley Morrison, Jr. 1.0 Acre Tract Two (Vol. 399, Page 351; DR) to a point;

Continue along said West line with the following courses and distances:

- South 86° 10' East, 50.7 feet to a point;
- South 00° 43' East, 76.1 feet to a point;
- South 40° 13' East, 44.1 feet to a point;

30.4 Acres

South 146° 05' East, 130.5 feet to a point;
 South 89° 55' East, 6.1 feet to a point;

Continue along the West line of the D.D. Ulrich 5.3 Acre Tract with the following courses and distances:

South 05° 08' East, 369.0 feet to a point;
 South 18° 40' West, 119.8 feet to a point;
 South 49° 27' West, 27.6 feet to a point;
 South 08° 20' West, 84.1 feet to a point;
 South 32° 15' West, 68.2 feet to a point;
 South 10° 31' West, 49.3 feet to the Southwest corner of said

G.D. Ulrich Tract:

THENCE, South 07° 31' 10" West, 145.4 feet, more or less, crossing Alkire Lake to a point on the West line of Lot No. 8, Block 3 of Alkire Lake Subdivision, Section 2;

THENCE, Southerly along the East water's edge of Eldridge Lake along the West line of Alkire Lake Subdivision, Section 2 with the following courses and distances:

South 25° 32' West, 118.31 feet to the West corner of said Lot 8;
 South 31° 47' West, 199.07 feet to the West corner of Lot 9;
 South 31° 30' West, 201.27 feet to the West corner of Lot 10;
 South 39° 01' 40" West, 245.4 feet to the West corner of a 3.11Ac Tr;
 South 33° 52' 50" West, 263.08 feet to the West corner of a
 2.57 Acre Tract;
 South 38° 46' 40" West, 280.73 feet to a point;
 South 48° 18' West, 168.82 feet to a point;
 South 61° 34' West, 253.64 feet to a point;
 South 82° 25' West, 518.41 feet to a point;
 North 89° 42' West, 227.31 feet to a point;
 North 82° 00' 30" West, 393.63 feet to the place of beginning
 and containing 30.4 Acres.

Henry H. Hines

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April 24, 1973

Tract 37.

A Field Note Description of 29.0 Acres, more or less, being Alkire Lake, and being in the Brown & Belknap League, Ab. 15, Port Bend County, Texas.

Begin at a point in the North line of West Alkire Lake Drive (60 feet wide) Marking the West corner of Lot No. 1, Block No. 5 of Alkire Lake Subdivision, Section No. 2 (Vol. 256, Page 581 of the Deed Records), said corner being the Southeast corner of and place of beginning for this tract;

THENCE, North 56° 42' West, 116.0 feet along the North line of West Alkire Lake Drive to the Southerly Southwest corner of this tract and the South corner of Lot No. 1, Block No. 1, of Alkire Lake Subdivision, Section No. 2;

THENCE, Northerly along the East line of Block No. 1 Alkire Lake Subdivision, Section 2, with the following courses and distances:

North 29° 59' 30" East, 166.52 feet to corner;
 North 20° 32' West, 50.0 feet to the Northeast corner of Lot 1;
 North 16° 35' 20" West, 98.24 feet to corner;
 North 06° 13' 40" East, 99.94 feet to the Northeast corner of Lot 2;
 North 16° 59' 20" East, 199.85 feet to the Northeast corner of Lot 3;
 North 13° 33' 50" East, 201.97 feet to the Northeast corner of Lot 4;
 North 05° 15' 40" West, 202.99 feet to the Northeast corner of Lot 5;
 North 11° 00' 30" West, 200.57 feet to the Northeast corner of Lot 6;
 North 19° 24' 10" West, 201.83 feet to the Northeast corner of Lot 7;
 North 41° 25' 20" West, 201.72 feet to the Northeast corner of Lot 8;
 North 40° 30' 30" West, 194.51 feet to the Northeast corner of Lot 9;
 North 40° 17' 50" West, 202.9 feet to the Northeast corner of Lot 10;
 North 40° 14' 40" West, 199.28 feet to the Northeast corner of Lot 11;
 North 37° 07' 30" West, 200.34 feet to the Northeast corner of Lot 12;
 North 41° 02' 50" West, 284.58 feet to the Northeast corner of Lot 13;

Continue along the Westerly line of Block No. 3, Alkire Lake Subdivision Section 2 with the following courses and distances:

North 75° 57' 20" West, 236.39 feet to corner;
 South 38° 11' 50" West, 174.83 feet to the Northwest corner of Lot 1;
 South 17° 23' 10" West, 283.11 feet to the Northwest corner of Lot 3;
 South 15° 31' 10" West, 197.43 feet to the Northwest corner of Lot 4;
 South 17° 52' 20" West, 198.54 feet to the Northwest corner of Lot 5;
 South 23° 15' West, 195.84 feet to the Northwest corner of Lot 6;
 South 66° 03' 50" West, 195.26 feet to the Northwest corner of Lot 7;
 South 78° 57' 10" West, 205.48 feet to the North corner of Lot 8;

.0 Acres

South 76° 35' West, 100.0 feet to the Northerly Southwest corner of this tract;

THENCE, North 07° 31' 10" East, 145.4 feet, more or less, along the East line of Eldridge Lake, crossing Alkire Lake to the Southwest corner of the G.D. Ulrich 5.3 Acre Tract;

THENCE, Along the Southeasterly line of said G.D. Ulrich Tract with the following courses and distances:

- North 89° 44' East, 82.7 feet to a point;
- North 75° 54' East, 167.6 feet to a point;
- North 02° East, 231.5 feet to a point;
- North 14° 48' East, 256.2 feet to a point;
- North 20° 06' East, 223.9 feet to a point;
- North 03° 42' West, 124.6 feet to a point;
- North 07° 28' East, 53.6 feet to a point;
- North 33° 22' East, 115.0 feet to a point;
- North 08° 13' East, 96.5 feet to the Northeast corner of said 5.3 Acre Tract and the Southerly Southeast corner of the E.D. Guenther 2.71 Acre Tract (Vol. 194, Page 602; DR);

THENCE, along the Southeasterly line of the said Guenther Tract, the R.H. Travis 0.79 Acre Tract (Vol. 233, Page 629; DR), the G.C. Geissler 1.49 Acre Tract (Vol. 191, Pg. 192; DR), the T.L. James 2.20 Acre (Vol. 232, Page 409; DR), the W.F. Wilson 2.85 Acre (Vol. 302, Page 537; DR) and E.L. Harris Tracts (Vol. 273, Page 208; DR) along the water's edge of Alkire Lake with the following courses and distances:

- North 00° 19' 30" East, 135.42 feet to a point;
- North 38° 16' 40" East, 121.8 feet to a point;
- North 63° 07' 10" East, 112.6 feet to a point;
- North 85° 12' 20" East, 142.1 feet to a point;
- South 75° 13' 10" East, 211.4 feet to a point;
- South 56° 54' 30" East, 177.2 feet to a point;
- South 46° 37' East, 155.1 feet to a point;
- South 58° 44' 10" East, 82.9 feet to a point;
- South 33° 00' 10" East, 80.3 feet to the West corner of Lot No. 2 of Alkire Lake Subdivision, Section 1 (Vol. 237, Page 159; DR);

THENCE, along the Westerly line of Alkire Lake Subdivision, Section 1 along the water's edge of Alkire Lake with the following courses and distances:

- South 38° East, 202.0 feet to the West corner of Lot 3;
- South 33° 20' East, 199.0 feet to the West corner of Lot 4;
- South 37° 57' East, 196.5 feet to the West corner of Lot 5;
- South 40° 14' East, 199.8 feet to the West corner of Lot 6;
- South 37° 48' East, 220.9 feet to the West corner of Lot 7;
- South 34° 20' East, 206.2 feet to the West corner of Lot 8;
- South 22° 27' East, 205.6 feet to the West corner of Lot 9;
- South 10° 04' East, 205.5 feet to the West corner of Lot 10;
- South 00° 49' East, 205.6 feet to the West corner of Lot 11;
- South 01° 50' West, 202.3 feet to the West corner of Lot 12;
- South 11° 34' West, 198.6 feet to the West corner of Lot 13;

29.0 Acres

South $14^{\circ} 48'$ West, 192.5 feet to the West corner of Lot 14;
South $18^{\circ} 03'$ West, 190.7 feet to the Southwest corner of Lot 14
and Northwest corner of Lot 1, Block 5; Alkire Lake Subd., Section 2;

THENCE, Along the West line of said Lot 1, Block 5,
South $33^{\circ} 18'$ West, 200.0 feet to the place of beginning and
containing 29.0 Acres, more or less.

Prepared from Available Information.

Base Bearing North $78^{\circ} 02'$ East on Railroad.

Signed Henry A. Stueben

HENRY STEINKAMP, JR., INC.
 CONSULTING ENGINEER
 1117 TOBOLA STREET
 P. O. BOX 227
 ROSENBERG, TEXAS 77471

HOUSTON - ROSENBERG
 713 342-2241

HENRY STEINKAMP, JR.
 REGISTERED PROFESSIONAL ENGINEER
 FRANKLIN R. SCHODEK
 REGISTERED PROFESSIONAL SURVEYOR

April 24, 1973

Tract 38

A Field Note Description of 30.74 Acres, more or less, being Horseshoe Lake, and being in the Brown & Belknap League, Ab. 15 Fort Bend County, Texas.

Begin at a point in the North line of West Alkire Lake Drive (60 feet wide) marking the West corner of Lot No. 1, Block No. 5 of Alkire Lake Subdivision, Section 2 (Vol. 256, Page 581; DR):

THENCE, South 49° 21' 50" West, 62.36 feet crossing West Alkire Lake Drive to the North corner of Lot No. 1 of Horseshoe Lake Subdivision, Section No. 1 (Vol. 311, Page 101; DR); to the East corner of and place of beginning for this tract;
 THENCE, Southwesterly along the water's edge of Horseshoe Lake along the Westerly line of Horseshoe Lake Subdivision, Section 1 with the following courses and distances:

South 32° 50' 50"	West, 197.29 feet	to the North corner of Lot 2;
South 39° 34' 20"	West, 198.87 feet	to the North corner of Lot 3;
South 18° 36' 40"	West, 191.56 feet	to the North corner of Lot 4;
South 36° 39' 50"	West, 199.66 feet	to the North corner of Lot 5;
South 33° 31' 20"	West, 198.11 feet	to the North corner of Lot 6;
South 50° 53' 40"	West, 207.27 feet	to the North corner of Lot 7;
South 30° 49' 10"	West, 200.35 feet	to the North corner of Lot 8;
South 26° 36' 50"	West, 203.41 feet	to the North corner of Lot 9;
South 29° 14' West,	201.73 feet	to the North corner of Lot 10;
South 42° 58' 50"	West, 201.22 feet	to the North corner of Lot 11;
South 42° 14' 40"	West, 194.2 feet	to the North corner of Lot 12;
South 51° 29' West,	190.59 feet	to the North corner of Lot 13;
South 68° 32' West,	200.5 feet	to the North corner of Lot 14;
South 77° 12' 50"	West, 312.38 feet	to the West corner of Lot 14

and of Horseshoe Lake Subdivision, Section 1; said corner bears North 42° 26' 50" West, 542.0 feet from the West line of Alkire Lake Drive and South corner of said Lot 14.

THENCE, South 86° 27' 43" East, 115.15 feet to the South corner of this tract;

THENCE, North 42° 26' 50" West, 159.05 feet along the Northeast line of the Missouri Pacific Railroad Tract to the Southerly West corner of this tract;

30.74 Acres

THENCE, - Northerly along the Water's edge of Horseshoe Lake with the following courses and distances:

North 55° 51' 50" East, 507.98 feet to a point;
 North 44° 57' 30" East, 459.74 feet to a point;
 North 30° 26' 40" East, 547.49 feet to a point;
 North 28° 18' 20" East, 352.48 feet to a point;
 North 46° 29' East, 283.77 feet to a point;
 North 22° 20' West, 110.24 feet to a point;
 North 42° 54' 30" West, 166.9 feet to a point;
 North 88° 19' West, 138.61 feet to a point;
 South 77° 48' West, 186.36 feet to a point;
 South 62° 22' West, 205.19 feet to a point;
 South 34° 36' West, 101.45 Feet to a point;
 South 83° 06' West, 95.9 feet to a point;
 North 76° 57' West, 244.89 feet to a point;
 North 38° 31' 30" West, 104.41 feet to a point;
 North 50° 43' East, 10.68 feet to a point;
 South 45° 50' 21" East, 47.74 feet to the South corner of the W.L. Bigbee 2.499 Acre Tract;

North 56° 58' 36" East, 101.04 feet to a point;
 North 37° 43' 54" East, 102.05 feet to the East corner of the Bigbee Tract and South corner of Lot No. 8, Block No. 2; Alkire Lake Subdivision, Section No. 2 (Vol. 256., Page 581; DR);

TRENCE, Northerly along the Southerly line of Block No. 2 of Alkire Lake Subdivision with the following courses and distances:

North 50° 26' East, 197.19 feet to the South corner of Lot 7;
 North 64° 59' East, 197.33 feet to the South corner of Lot 6;
 North 66° 20' East, 199.22 feet to the South corner of Lot 5;
 North 86° 19' East, 198.83 feet to the Southwest corner of Lot 4;
 South 89° 19' 40" East, 197.71 feet to the West corner of Lot 3;
 South 48° 50' 10" East, 180.0 feet to the West corner of Lot 2;
 South 46° 28' 30" East, 200.81 feet to the West corner of lot 1;
 South 33° 23' 40" East, 194.95 feet to the South corner of Lot 1;
 North 61° 31' 30" East, 34.93 feet to corner;
 North 35° 18' 30" East, 343.76 feet to the East corner of Lot 1;
 and North corner of this tract;

THENCE, South 56° 42' East, 107.54 feet along the South line of West Alkire Lake Drive to the place of beginning and containing 30.74 Acres, more or less.

Prepared from Available Information.

Base Bearing North 78 02' East, on Railroad.

Signed Alkire Lake Drive

HENRY STEINKAMP, JR., INC
CONSULTING ENGINEER
1117 TOBOLA STREET
P O BOX 223
ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR

HOUSTON, ROSENBERG
P O BOX 223

April 24, 1975
Tracts 39, 40 & 41

A Field Note Description of 4.24 Acres of Land in the Brown & Belknap League, Ab. 15, Fort Bend County, Texas.

For Connection Begin at a point in the South line of U.S. Highway No. 59 & 90A (175 feet wide) marking the Northeast corner of Venetian Estates, Section 2, at the intersection with the East line of Lombardy Drive (100 feet wide); THENCE, North 78° 02' East, at 46.0 feet to the Northeast corner of the original 65.44 Acre Tract (Vol 472, Page 214; DR- Vol 374, Page 387; DR) for the Northwest corner of and place of beginning for this tract;

THENCE, North 78° 02' East, 738.74 feet along the South line of U.S. Highway No. 59 & 90A (175 feet wide) to the Northwest corner of the Hackley Morrison, Jr. 3.6529 Acre Tract One (Vol. 339, Page 351; DR) for the Northeast corner of this tract;

THENCE, South 00° 06' East, 618.4 feet along the West line of the Morrison Tract to corner;

THENCE, Northerly along the North water's edge of Eldridge Lake with the following courses and distances:

- North 40° 13' West, 19.8 feet to corner;
- North 42° 34' West, 336.5 feet to corner;
- North 67° 55' West, 69.8 feet to corner;
- North 65° 19' West, 225.3 feet to corner;
- North 74° 38' 40" West, 208.52 feet to the Southwest corner of this tract;

THENCE, North 11° 58' West, 25.0 feet along the east line of Lombardy Drive to the place of beginning and containing 4.24 Acres.

-2.28 North & South
7.88 East & West
Length = 2242.06

Signed Henry Steinkamp, Jr.

Based on available information

SCHEDULE 1 TO DEED FROM
SUGARLAND INDUSTRIES, INC., TO
SUGARLAND PROPERTIES INCORPORATED

1. That certain 1/32 royalty interest conveyed to Ethel E. Woodul, et al., by royalty deed dated May 14, 1946, recorded in Volume 236, Page 9, Deed Records of Fort Bend County, Texas.

2. All those certain royalty interests reserved and excepted by grantor in deed from Thomas H. Stancliff to Sugarland Industries, Inc., dated August 13, 1968, recorded in Volume 505, Page 739, of the Deed Records of Fort Bend County, Texas, covering 120 acres, more or less (out of Tract No. 5), being a 1/32 royalty interest in all of said land and an additional 1/32 royalty interest previously conveyed in a portion thereof (approximately 70 acres) by deed recorded in Volume 118, Page 57, Deed Records of Fort Bend County, Texas.

3. All of the oil, gas and other minerals in and under and that may be produced from Tract K and Tract No. 28, reserved by Missouri Pacific Railroad Company in deed to Sugarland Industries, Inc., dated March 28, 1972, recorded in Volume 568, Page 252 of the Deed Records of Fort Bend County, Texas, which deed provides, however, that no operations of investigating, exploring, prospecting or mining for or storing or transporting said minerals, or any of them, shall be conducted or placed upon said premises.

4. All matters affecting the Conveyed Property shown on survey of the Conveyed Property prepared by Henry Steinkamp, Jr., most recently certified on November 13, 1973.

5. All rights-of-way and easements affecting the Conveyed Property, as reflected by instruments recorded in the Office of the County Clerk of Fort Bend County, Texas, or as evidenced by occupancy on the ground.

6. The effect upon the Conveyed Property of all instruments recorded in the Office of the County Clerk of Fort Bend County, Texas affecting all or any part of the Conveyed Property on the date hereof.

7. The rights, if any, of the State of Texas or other governmental agencies, the public and abutting landowners to any lakes, streams or other waterways or public or private roads or the land abutting any of them.

8. The effect upon the Conveyed Property of all governmental rules, ordinances, regulations and laws applicable to all or any part of the Conveyed Property.

9. Certain unrecorded leases, tenancy agreements and easements affecting the Conveyed Property as set forth or referred to in a certificate furnished Grantee by Grantor dated as of the date hereof.

FILED FOR RECORD
AT 12:35 O'CLOCK P.M.

DEC 14 1973

Ella Macek
County Clerk, Fort Bend, Co., Tex.

Duly Recorded this the 18 day of December A.D. 1973 at 4:30 O'Clock P.M.

By Betty Engelhardt Deputy

Ella Macek, County Clerk
Fort Bend County, Texas

required by any obligation of this lease, expressed or implied, or otherwise failed to comply with any obligation hereof, the causes of delay in this paragraph set forth shall not be exclusive of any other cause or causes which may exist.

17. Lessor hereby warrants and agrees to defend title to said land and agrees that Lessee shall have the right at any time to pay or reduce for Lessor, either before or after maturity, any mortgages, taxes or other liens or interest and other charges on said land and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments due or which may become due to Lessor and/or assigns under this lease.

IN TESTIMONY WHEREOF, we sign as of the day and year first above written.

\$6.05 I. R. Stamps Cancelled

(GB) Miss Geraldine Bassett
THE TEXAS COMPANY,
By Lavon Gunter, Agent.

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Geraldine Bassett, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 25th day of April, A.D. 1946.

(L.S.)

J. B. Moore Jr.
Notary Public in and for
Harris County, Texas

Filed for record May 27, 1946 at 8:00 o'clock A.M.

Recorded June 14, 1946 at 10:45 O'clock A.M.

G. D. Myers, Clerk County Court
Fort Bend County, Texas

BY *Ella Maeck* DEPUTY

236
✓

THE SUGARLAND INDUSTRIES
TO #51722
MRS. ETHEL E. WOODUL, ET ALS.

COMPARED

ROYALTY DEED

Dated - May 14, 1946

STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS: That The Sugarland Industries of Sugar Land, Texas, a Trust Estate created by that certain Declaration of Trust, dated January 1, 1919, executed by I. H. Kempner, D. W. Kempner, W.T. Eldridge, Jr. and G. D. Ulrich, which Declaration of Trust has been amended from time to time, (hereinafter called "Grantor") for valuable considerations to it in hand paid by the hereinafter named persons (hereinafter called "Grantees"), the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantees, in the respective undivided interests hereinafter set forth, a perpetual royalty interest equal to one-thirty-second (1/32) of all oil, gas and other minerals hereafter produced and saved from all lands now owned by the Grantor, whether situated in the State of Texas or elsewhere, and whether shown by the real estate records or not, and from all lands, whether situated in the State of Texas or elsewhere, hereto fore sold by the Grantor but in which it retained any interest in the minerals in and under said lands. By deed dated May 6, 1943, recorded in Volume 210, Page 109, of the Deed Records of Fort Bend County, Texas, Grantor conveyed to I. H. Kempner, et als.,

a royalty interest in the tracts of land therein described. If said grant in said deed of May 6, 1943, should become null and void and the royalty interest and other rights, titles and interests of the grantees thereunder should revert to the Grantor under the terms of said deed, then and thereupon Grantees shall become entitled to, and Grantor hereby grants, bargains, sells and conveys to said Grantees, a similar perpetual royalty interest equal to one-thirty-second (1/32) of all oil, gas and other mineral thereafter produced and saved from the lands covered by said deed of May 6, 1943.

The interest hereby conveyed is a royalty interest only, not participating as to bonuses or rentals, and Grantor reserves the full leasing rights and the right, as to the interest hereby conveyed, to execute pooling or unitizing agreements, provided that in any such pooling or unitizing agreement the interest herein conveyed is dealt with in a manner similar to the manner in which any royalty interest of Grantor in any lands covered by any such agreement is dealt with, and provided that this right of the Grantor as to pooling or unitizing shall not enure to the benefit of any successors or assigns of Grantor. The royalties herein conveyed shall be payable out of the royalties provided in any existing or future lease or leases that Grantor may execute. The royalty herein conveyed shall be (a) on oil, one-thirty-second (1/32) of the net quantity of any oil produced and saved, after deducting any oil used for fuel for operations on the lands from which the oil is produced; and (b) on gas, including casinghead gas or other gaseous substance, produced and sold or used off the premises from which produced or in the manufacture of gasoline or other product therefrom, the market value at the well of one-thirty-second (1/32) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-thirty-second (1/32) of the amount realized from such sale; provided that such royalty shall not be computed upon any gas used for fuel for operations on the land from which such gas may be produced or upon any gas used for reinjection or repressuring.

TO HAVE AND TO HOLD said royalty interest unto the Grantees, their Heirs, personal representatives and assigns, forever, in the undivided interests hereinafter set forth,

This instrument is without covenant of warranty, express or implied, but it is intended that the Grantees shall be, and they hereby are, subrogated to all the rights, covenants and warranties held by Grantors pertaining to said lands.

The said Grantees to whom said royalty interest is conveyed and the undivided interests in said royalty interest conveyed to each of said Grantees are as follows:

<u>NAME</u>	<u>UNDIVIDED INTEREST CONVEYED TO GRANTEEES</u>
Mrs. Ethel E. Woodul, wife of Walter F. Woodul	210/1200
Vinson, Elkins, Weems & Francis, a partnership of Houston, Texas	34/1200
Mrs. Ivy Bauereisen, wife of Ralph J. Bauereisen	246/1200
Hou-Tex Lease and Royalty Corporation, a Texas Corporation	34/1200
Tom C. Green and W. Randle Eldridge, Independent Executors of the Estate, of Mrs. Mildred Eldridge Green, Deceased	280/1200

Walter F. Woodul and Roy L. Arterbury, Trustees for Walter F. Woodul, Jr.

36/1200

Walter F. Woodul, Jr.

15/1200

W. T. Eldridge, III

60/1200

Second National Bank of Houston, Trustee under the Will of W. T. Eldridge, Deceased, for Walter F. Woodul, Jr.

15/1200

Second National Bank of Houston, Trustee under the Will of W. T. Eldridge, Deceased, for W. T. Eldridge, III

60/1200

Second National Bank of Houston, Trustee under the Will of W. T. Eldridge, Deceased, for William Randle Eldridge

180/1200

Laura Eldridge Hospital Association of Sugar Land, Texas

15/1200

SugarLand Independent School District of Sugar Land, Texas

15/1200

This conveyance shall be effective from 7 A. M. May 1, 1946, irrespective of the date upon which it may be executed.

IN TESTIMONY WHEREOF, Grantor has caused these presents to be executed by its duly authorized Trustees, this 14th day of May, 1946.

THE SUGARLAND INDUSTRIES

\$13.20 I. R. Stamps Cancelled

By I. H. Kempner Trustee

By D. W. Kempner Trustee

By G. D. Ulrich Trustee

By Walter F. Woodul Trustee

STATE OF TEXAS COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared I. H. Kempner, D. W. Kempner, G. D. Ulrich and Walter F. Woodul, Trustees of The Sugarland Industries, known to me to be the persons whose names are subscribed to the foregoing instrument and each 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 14th day of May, 1946.

(L.S.)

B. J. Doyle Notary Public in and for Galveston, County, Texas

Filed for record May 27, 1946 at 8:00 o'clock A.M.

Recorded June 14, 1946 at 11:30 o'clock A.M.

C. D. Myers, Clerk County Court
Fort Bend County, Texas

BY Ella Maeek DEPUTY

W. L. Goldston et al UNITIZATION
TO #51724 COMPARED AGREEMENT
Regina A. Meltner et al

Dated - July 23, 1945

THIS AGREEMENT made and entered into by and between W. L. Goldston, W. J. Goldston, J. B. Cutbirth, Frank Frankel, George Frankel, Elizabeth F. Frankel, Pearl Frankel, R. A. Welch, Mound Company, and FIDELITY OIL AND ROYALTY COMPANY, all hereinafter called "First Party", and the undersigned mineral and/or royalty owners in the lands hereinbelow described, all hereinafter called "Second Party".

WITNESSETH

Whereas, the parties hereto, under date of April 1, 1943, executed a certain unitization agreement covering seven separate tracts of land in Fort Bend County, Texas, which said unitization agreement is recorded in Vol. 210 and 211, pages ^{346 and} 359, of the Deed Records of Fort Bend County, Texas, to which and the record thereof reference is here made for the terms and conditions of said agreement and for all other purposes; and

Whereas, by assignment dated April 15, 1943, the British-American Oil Producing Company assigned to W. L. Goldston et al certain oil, gas, and mineral leases covering certain tracts of land in Fort Bend County, Texas, which assignment gave the right to the assignees to pool, unitize and combine the acreage covered by the leases thereby assigned with the leases described in said unitization agreement last above mentioned, which said assignment is recorded in Vol. 210, page 184, of the Deed Records of Fort Bend County, Texas, to which and the record thereof reference is here made for the terms and conditions thereof and for all other purposes; and

Whereas, by said two instruments 692.94 acres of land and the leasehold mineral and/or royalty interests therein were pooled and unitized; and

Whereas, the First Parties to said unitization agreement first above referred to did drill a well at the location called for in said unitization agreement to a depth of approximately 6700 feet, which well was dry and has been abandoned as a dry hole; and

Whereas, it is the desire of the parties hereto to form a new unit comprised of part, but not all, of the acreage covered by said old unit created by the instruments above referred to, together with additional acreage not included in said old unit, and to drill another well on the new unit herein formed for the purpose of operations for and the production of gas (but not oil or other minerals);

NOW, THEREFORE, it is agreed by and between First Party and among the parties who are Second Party, as follows:

I.

In consideration of the agreement to pool, unitize or integrate the leases and mineral or royalty interests therein, hereinafter contained, First Party agrees to commence on or before the 1st day of December 1943, the actual drilling of a well for gas at a location 1600 feet southeast of the northwest line and 330 feet southwest of the northeast line of the tract described as tract 3 of the original unitization agreement first above described, and drill said well with due diligence at First Party's sole risk, cost and expense to a depth or horizon from which gas is being produced in the Needville Field (approximately 5200 feet), unless at a lesser depth

(a) Oil is found and produced in paying quantities, or

(b) Solid salt is encountered and penetrated for a distance of at least

COMPARED

GRANT OF UTILITY EASEMENT

DEED

VOL. 807 PAGE 228

THE STATE OF TEXAS X
 X
COUNTY OF FORT BEND X

1108
68980

That SUGARLAND PROPERTIES INCORPORATED, a Texas corporation, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Public, State of Texas, and other good and valuable consideration, has granted and conveyed and by these presents does grant and convey an easement for utility purposes on, under, over and across the below described tracts unto the said Public, for public use the following-described easement(s) for utility purposes, to-wit:

Being a utility easement situated in Fort Bend County, Texas, and being more particularly described on Exhibit "A" hereto.

Being an 8 foot wide utility easement situated in Fort Bend County, Texas, and being more particularly described on Exhibit "B" hereto.

TO HAVE AND TO HOLD the above-described easement(s) for utility purposes, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Public, its successors and assigns.

And Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the title to said right-of-ways unto the said Public, its successors and assigns, against every person whomsoever claiming or to claim same or any part thereof.

EXECUTED this 3rd day of November, 1978.

SUGARLAND PROPERTIES INCORPORATED

By: Tom Edridge, Vice President

ATTEST:

[Signature]
[Signature]

THE STATE OF TEXAS X
COUNTY OF HARRIS X

DEED
VOL 807 PAGE 229

BEFORE ME, the undersigned authority, on this day personally appeared *W. M. Bridges* *Vice President* of SUGARLAND PROPERTIES INCORPORATED, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on this the *1st* day of *November*, 1978.



Lawrence H. Shepard
Notary Public in and for
Harris County, Texas

August 24, 1978

Job No. 44-134

Exhibit "A"

LEGAL DESCRIPTION

DEED
807 PAGE 230

Sugarland Properties Incorporated
0.138 Acre Tract
In The Elijah Alcorn League, A-1
Fort Bend County, Texas

Being a tract or parcel of land containing 6010 square feet (0.138 acres) located in the Elijah Alcorn League, A-1, Fort Bend County, Texas, more particularly being a portion of that certain 5928.817 acres of land conveyed to Sugarland Properties Incorporated by instrument of record in Volume 607, Page 101, et seq, Deed Records, Fort Bend County, Texas, and said 6010 square feet (0.138 acre) tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone);

COMMENCING at a point for reference, said point being the northwesterly corner of Colony Bend, Section I, a subdivision of record in Volume 20, Page 10, Plat Records, Fort Bend County, Texas, said point being the centerline of that certain 80 foot wide Houston Lighting and Power Company easement of record in Volume 492, Page 210, Deed Records, Fort Bend County, Texas;

Thence, with the centerline of said 80-foot wide easement, North 69° 14' 46" West, 13.00 feet to a point;

Thence, North 20° 45' 14" East, 40.00 feet to the POINT OF BEGINNING, said point being in the northeasterly line of said 80-foot wide easement;

Thence, North 20° 45' 14" East, 197.71 feet to a point for corner;

Thence, North 43° 29' 06" East, 79.90 feet to a point for corner;

Thence, along the arc of a non-tangent curve to the right whose radius bears North 43° 46' 54" East, said curve being subtended by a Central Angle of 07° 13' 28", having a Radius of 1545.00 feet, and an Arc Length of 194.81 feet to a point of tangency;

Thence, North 38° 59' 38" West, 97.16 feet to a point for corner;

Thence, North 51° 00' 22" East, 5.00 feet to a point for corner;

Thence, North 38° 09' 31" East, 10.26 feet to a point for corner in the southwesterly line of Robinson Ferry (60.00 feet wide) as shown on the recorded plat of Williams Grant, Section I, a subdivision of record in Volume 20, Page 11, Plat Records, Fort Bend County, Texas;

DEED

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Thence, with the southwesterly line of Robinson Ferry, South $38^{\circ} 59' 38''$ East, 8.21 feet to a point for corner;

Thence, leaving said southwesterly line, South $38^{\circ} 09' 31''$ West, 10.26 feet to a point for corner;

Thence, South $38^{\circ} 59' 38''$ East, 88.95 feet to the beginning of a curve;

Thence, along the arc of a tangent curve to the left, said curve being subtended by a Central Angle of $07^{\circ} 31' 16''$, having a Radius of 1540.00 feet, and an Arc Length of 202.15 feet to a point of tangency;

Thence, South $46^{\circ} 30' 54''$ East, 8.00 feet to a point for corner;

Thence, South $43^{\circ} 29' 06''$ West, 81.67 feet to a point for corner;

Thence, South $20^{\circ} 45' 14''$ West, 194.49 feet to a point for corner in the northeasterly line of the aforementioned 80-foot wide easement;

Thence, with said northeasterly line, North $69^{\circ} 14' 46''$ West, 16.00 feet to the POINT OF BEGINNING and containing 6010 square feet (0.138 acres) of land

THE LICHLITER COMPANY

Exhibit "B"

LEGAL DESCRIPTION

Sugarland Properties Incorporated
0.018 Acre Tract
In The Elijah Alcorn League, A-1
Fort Bend County, Texas

Being a tract or parcel of land containing 795 square feet (0.018 acres) located in the Elijah Alcorn League, A-1, Fort Bend County, Texas, more particularly being a portion of that certain 5928.817 acres of land conveyed to Sugarland Properties Incorporated by instrument of record in Volume 607, Page 101, et seq, Deed Records, Fort Bend County, Texas, and said 795 square feet (0.018 acre) tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone);

COMMENCING at the northeasterly corner of the westerly end of Robinson Ferry (60.00 feet wide) as shown on the recorded plat of Williams Grant, Section I, a subdivision of record in Volume 20, Page 11, Plat Records, Fort Bend County, Texas;

Thence, with the northeasterly line of Robinson Ferry, South 38° 59' 38" East, 41.88 feet to the POINT OF BEGINNING;

Thence, North 38° 09' 31" East, 76.41 feet to a point for corner;

Thence, North 86° 59' 06" East, 23.63 feet to a point for corner;

Thence, South 03° 00' 54" East, 4.00 feet to a point for corner;

Thence, North 86° 59' 06" East, 4.00 feet to a point for corner;

Thence, South 03° 00' 54" East, 4.00 feet to a point for corner;

Thence, South 86° 59' 06" West, 24.00 feet to a point for corner;

Thence, South 38° 09' 31" West, 74.61 feet to a point for corner in the aforementioned northeasterly line of Robinson Ferry;

Thence, with said northeasterly line, North 38° 59' 38" West, 8.21 feet to the POINT OF BEGINNING and containing 795 square feet (0.018 acres) of land.

FILED FOR RECORD

AT 3:18 P. O'CLOCK M.

NOV 9 1978

THE LICHLITER COMPANY

Pearl Ellett
County Clerk, Fort Bend Co., Tex.

Duly recorded this the 13 day of November A.D. at 4:30 O'Clock P.M.
By Olivia L. Carty deputy Pearl Ellett, County Clerk
Fort Bend County, Texas

2
4



**AMENDMENT TO THE BYLAWS OF
COLONY GRANT HOMEOWNERS ASSOCIATION**

(Regarding Quorum)

WHEREAS, this document amends the Bylaws of the Colony Grant Homeowners Association (“the By-Laws”); and

WHEREAS, this By-Law Amendment is applicable to the operation and utilization of property within the following subdivisions, additions in Fort Bend County, Texas, according to the maps or plats thereof recorded in the Map Records of Fort Bend County, Texas, as follows:

- Colony Grant, Section 1, at Volume 27, Page 12;
 - Colony Bend, Section 1, at Volume 20, Page 10;
 - Colony Bend, Section 2, at Volume 22, Page 24;
 - Colony Bend, Section 3, at Volume 27, Page 18;
 - Colony Bend, Section 4, at Volume 27, Page 17;
 - Williams Grant, Section 1, at Volume 20, Page 11;
 - Williams Grant, Section 2, at Instrument No. 1176018;
- (collectively, the “Subdivision”); and

WHEREAS, Colony Grant Homeowners Association (the “Association”), is the governing entity for the Subdivision; and

WHEREAS, Chapter 209.00593(b) of the Texas Property Code authorizes the Board of Directors to amend the Bylaws to provide for elections of directors; and

WHEREAS, Chapter 22.102(c) of the Texas Business Organizations Code provides that the board of directors may amend bylaws; and

WHEREAS, Article III, Section 4, of the Bylaws contains the quorum requirement for meetings of Members; and

WHEREAS, the following amendment to the Bylaws has been approved by a majority of the Board at a properly noticed meeting of the board as certified by the President of the Association herein below;

NOW THEREFORE, pursuant to the foregoing and as evidenced by the certification hereto, the By-Laws are hereby amended to read as follows:

Article III, Section 4, which had previously read:

The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of each class of membership shall constitutes a quorum for any action, except as otherwise provided in the Articles of Incorporation, Restrictions or these By-Laws. If, however, a quorum shall not be represented or requested at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting

from time to time, without notice other than an announcement at the meeting, until a quorum shall be present or represented.

is hereby amended to read as follows:

The presence in person or by proxy of the Members entitled to cast one-tenth (1/10) of the votes of each class of votes shall constitute a quorum for holding any meeting of the Association, except that for the purpose of electing Directors, the number of members attending the meeting shall constitute a quorum so that the election of directors may proceed. To the extent quorum is provided otherwise by the Articles of Incorporation, the Declaration, or elsewhere in these By-Laws, such other provision shall control. If quorum shall not be present or represented at any meeting, the Members present at the meeting in person or by proxy shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as stated above is present or represented.

CERTIFICATION

"I, the undersigned, being a Director and President of Colony Grant Homeowners Association, hereby certify that the foregoing By-Law amendment was approved by a majority of the Board of Directors at an open meeting of directors for which the members had been provided notice as required in the Bylaws and Property Code."

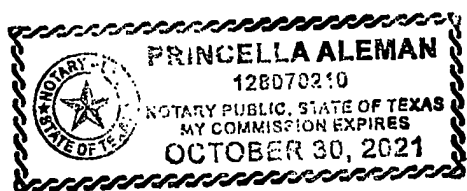
Karl Schuler

Printed Name: Karl Schuler
President

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Karl Schuler, President of the Colony Grant Homeowners Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that same was executed for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 14 of October, 2019.



Princesa Aleman
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

October 29, 2019 03:53:41 PM



FEE: \$17.00 PL

2019124302



**AMENDMENT TO THE BYLAWS OF
COLONY GRANT HOMEOWNERS ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, Colony Grant Homeowners Association, Inc., a Texas nonprofit corporation (the "Association"), is the governing entity for Colony Grant, Section 1, Colony Bend, Sections 1-4, and Williams Grant, Sections 1-2, additions in Fort Bend County, Texas, according to the maps or plats thereof recorded in the Map Records of Fort Bend County, Texas, under Volume 27, Page 12, Volume 20, Page 10, Volume 22, Page 24, Volume 27, Page 18, Volume 27, Page 17, Volume 20, Page 11, and Instrument No. 1176018, respectively, along with any amendments and replats thereto (the "Subdivision"); and

WHEREAS, the Association Bylaws are recorded in the Real Property Records of Fort Bend County, Texas, under Clerk's File No. 1999109816, along with any amendments and supplements thereto (the "Bylaws"); and

WHEREAS, Section 209.00593(b) of the Texas Property Code authorizes the Board of Directors to amend the Bylaws to provide for election of directors, and Section 22.102(c) of the Texas Business Organizations Code provides that the Board of Directors may amend the Bylaws;

NOW THEREFORE, pursuant to the foregoing and as evidenced by the certification hereto, the Association Bylaws are hereby amended to read as follows:

Article III, Section 4, is hereby amended to include a second paragraph as follows:

If Quorum Not Met for Board of Director Elections Only: If quorum is not present or represented, the meeting shall be adjourned without notice other than announcement at the meeting, and immediately reconvened for the sole purpose of election of directors. At the reconvened meeting, quorum shall be all those members counted as present whether in person or by proxy; absentee ballot, electronic ballot, or any other method of representative or delegated voting. Directors shall be elected by a majority of those votes.

CERTIFICATION

"I, the undersigned, being a Director and President of Colony Grant Homeowners Association, hereby certify that the foregoing Bylaw amendment was approved by a majority of the Board of Directors at an open meeting of the Board, properly noticed to the members, at which a quorum of the Board was present."

By: *Karl J Schuler*, President

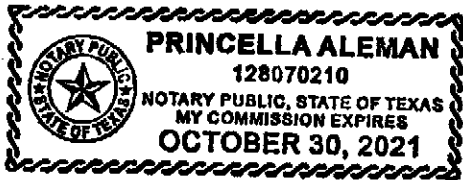
Print Name: Karl J Schuler

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Karl J. Schuler, President of Colony Grant Homeowners Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that same was executed for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 12 of March, 2020.

Princella Aleman
Notary Public, State of Texas



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2011 Sep 12 02:40 PM

2011090435

VCK \$11.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

14
names



**PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE
COLONY GRANT HOMEOWNERS ASSOCIATION**

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

WHEREAS section 209.004 of the Texas Property Code requires that a property owners' association file a management certificate in the real property records of the county in which the property is located, and

WHEREAS the Colony Grant Homeowners Association is a property owners' association as defined in section 209.003 of the Texas Property Code and has property located in Fort Bend County, Texas,

NOW THEREFORE, the following information is provided to meet the requirements of section 209.004 of the Texas Property Code and supersedes all previous management certificates, if any.

<u>Name of Subdivision</u>	<u>County Recording Data for Subdivision Declaration</u>		<u>County Recording Data for Plat in Map Records</u>	
	<u>File Date</u>	<u>Clerk File No</u>	<u>File Date</u>	<u>Clerk File No</u>
Colony Bend section 1	04/24/78	43799	03/01/77	4192
Colony Bend section 2	07/20/79	98611	09/18/78	62068
Colony Bend section 3	06/14/82	23789	07/13/81	66109
Colony Bend section 4	06/02/78	23788	07/06/81	65047
Colony Grant section 1	08/26/81	72722	06/03/81	61045
Williams Grant section 1	06/02/78	48557	03/01/77	4193
Williams Grant section 2	06/22/82	82024932	06/29/84	31565

Name and Mailing Address of the Association
Colony Grant Homeowners Association
c/o C.I.A. Services, Inc.
3000 Wilcrest Drive, Suite 200
Houston, Texas 77042-3390

Name and Address of Its Designated Representative
C.I.A. Services, Inc.
3000 Wilcrest Drive, Suite 200
Houston, Texas 77042-3390
Phone: 713-981-9000 Fax: 713-981-9090

EXECUTED on this 13th day of September, 2013.

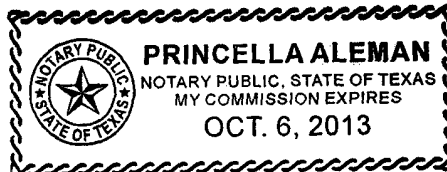
Signature: *Amanda Jensen*
By: Amanda Jensen
Title: C.I.A. Services, Inc., Managing Agent for
Colony Grant Homeowners Association

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

This instrument was acknowledged before me on this 13th day of September, 2013 by Amanda Jensen.

Signature: *Princella Aleman*
By: Princella Aleman
Title: Notary in and for the State of Texas
My commission expires on 10/06/13

Return to: C.I.A. Services, Inc.
3000 Wilcrest Drive, Suite 200
Houston, Texas 77042-3390



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

Dianne Wilson, County Clerk
Fort Bend County, Texas



September 25, 2013 01:09:19 PM

FEE: \$12.00 MAM
CERT

2013123287



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 4 Fee: \$ 28.00

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE

for

COLONY GRANT HOMEOWNERS ASSOCIATION

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

WHEREAS section 209.004 of the Texas Property Code (the "Code") requires that a property owners' association file a management certificate in the real property records of the county in which the property is located, and

WHEREAS Colony Grant Homeowners Association, a non-profit corporation (the "Association"), is a property owners' association as defined in section 209.003 of the Code and has property located in Fort Bend County, Texas.

NOW THEREFORE, the undersigned, being the Managing Agent for the Association, submits the following information pursuant to Section 209.004 of the Code which supersedes any prior Management Certificate filed by the Association.

1. Name of the subdivision.

The name of the subdivisions collectively known as Williams Grant are as follows:

Subdivision Name
Colony Grant section 1
Colony Bend section 2
Colony Bend section 3
Colony Bend section 4
Colony Grant section 1
Williams Grant section 1
Williams Grant section 2

2. Name of the association.

Colony Grant Homeowners Association

3. Recording data for the subdivision.

The recording data in the Plat Records of Fort Bend County, Texas are as follows:

Plat Name	Filing Date	Clerk File Number
Colony Grant Section I	03/01/1997	77004192
Colony Bend Section II	09/18/1978	78062068
Colony Bend Section III	07/13/1981	81066109
Colony Bend Section IV	07/06/1981	81065047
Colony Grant Section One	06/03/1981	81061045
Williams Grant Section I	03/01/1977	77004193
Williams Grand Section II	06/29/1984	84031565

4. Recording data for the declaration and any amendments to the declaration.

The recording data in the Real Property Records of Fort Bend County, Texas are as follows:

Document Name	Filing Date	Clerk File Number
Declaration of Covenants, Conditions and Restrictions Colony Grant Homeowners Association	04/24/1978	78043799
Declaration of Covenants, Conditions and Restrictions Colony Grant Homeowners Association (Colony Bend Section Two)	07/20/1979	79098611
Declaration of Covenants, Conditions and Restrictions Colony Bend, Section III	06/14/1982	82023789
Declaration of Covenants, conditions and Restrictions Colony Bend, Section IV	06/02/1978	81023788
Declaration of Covenants, Conditions and Restrictions Colony Grant Homeowners Association	08/26/1981	81072722
Declaration of Covenants, Conditions and Restrictions Colony Grant Homeowners Association	06/02/1978	78048557

5. Name and mailing address for the association.

Colony Grant Homeowners Association
c/o C.I.A. Services, Inc.
18333 Timber Forest Drive
Humble, TX 77346

6. Name, mailing address, telephone number and email address of the person managing the association or its designated representative.

C.I.A. Services, Inc.
18333 Timber Forest Drive
Humble, TX 77346

Telephone: 713-981-9000

Email: CustomerCare@ciaservices.com

7. Website address of any internet website on which the association's dedicatory instruments are available.

www.ciaservices.com

8. Amount and description of a fee or fees charged by the association relating to a property transfer in the subdivision.

The following fees may be charged relating to a property transfer. Those marked as optional are only required if the document or service is requested by the buyer, seller or their agents, the lender, title company or other associated with the property transfer.

Fee	Amount	Description
Transfer Fee	\$175	Collected at closing if the property actually transfers
Assessment Quote	\$75	Verification of fees due to Association
Quote Update	\$35	Optional: update to assessment quote within 30 days
Resale Certificate	\$375	Optional: package in compliance with Code
Resale Certificate Update	\$75	Optional: update to resale certificate within 180 days

Compliance Inspection	\$100	Optional: onsite inspection for resale certificate, if required
Compliance Reinspection	\$100	Optional: reinspection for initial non-compliance, if needed
Lender Questionnaire	\$200	Optional: document requested by some lenders for loan
Standard Response Time	\$0	No later than 10 business days – additional cost for assessment quotes/updates, resale certificates/updates, compliance inspections/reinspection's & lender questionnaires
Rush Request	\$75	Optional: within 5 business days – additional cost for assessment quotes/updates, resale certificates/updates, compliance inspections/reinspection's & lender questionnaires
Expedited	\$150	Optional: within 2 business days – additional cost for assessment quotes/updates, resale certificates/updates, compliance inspections/reinspection's & lender questionnaires

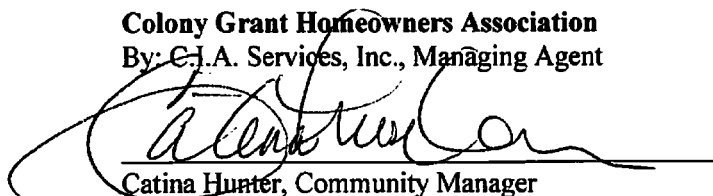
9. Other information the association considers appropriate.

- New owners are encouraged to provide email addresses and/or cell phone numbers to Association representative in #6 above in order to receive emails and/or text messages with Association news, alerts and meeting announcements. Communication preferences may be updated at any time.

Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for the association, as well as performing a physical inspection of the property and common areas, prior to purchase. This Management Certificate does not purport to identify every publicly recorded document affecting the subdivision/association. No person should rely on this Management Certificate for anything other than for identifying and contacting the Association.

EXECUTED on this 4th day of August, 2021.

Colony Grant Homeowners Association
By: C.I.A. Services, Inc., Managing Agent



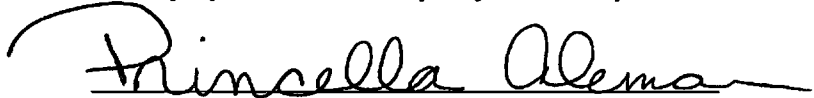
Catina Hunter, Community Manager

STATE OF TEXAS

§
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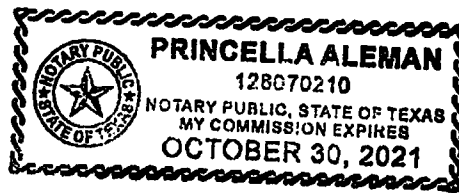
COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this 14th day of August, 2021 personally appeared Catina Hunter, Community Manager for C.I.A. Services, Inc., Managing Agent for Colony Grant Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas

After recording, please return to:

C.I.A. Services, Inc.
PO Box 63178
465 Bear Springs Road
Pipe Creek, TX 78063-3178





PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE

for

COLONY GRANT HOMEOWNERS ASSOCIATION

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

WHEREAS section 209.004 of the Texas Property Code (the "Code") requires that a property owners' association file a management certificate in the real property records of the county in which the property is located, and

WHEREAS Colony Grant Homeowners Association, a non-profit corporation (the "Association"), is a property owners' association as defined in section 209.003 of the Code and has property located in Fort Bend County, Texas,

NOW THEREFORE, the undersigned, being the Managing Agent for the Association, submits the following information pursuant to Section 209.004 of the Code which supersedes any prior Management Certificate filed by the Association.

1. Name of the subdivision.

The name of the subdivisions collectively known as Williams Grant are as follows:

Subdivision Name
Colony Grant section 1
Colony Bend section 2
Colony Bend section 3
Colony Bend section 4
Colony Grant section 1
Williams Grant section 1
Williams Grant section 2

2. Name of the association.

Colony Grant Homeowners Association

3. Recording data for the subdivision.

The recording data in the Plat Records of Fort Bend County, Texas are as follows:

Plat Name	Filing Date	Clerk File Number
Colony Grant Section I	03/01/1997	77004192
Colony Bend Section II	09/18/1978	78062068
Colony Bend Section III	07/13/1981	81066109
Colony Bend Section IV	07/06/1981	81065047
Colony Grant Section One	06/03/1981	81061045
Williams Grant Section I	03/01/1977	77004193
Williams Grant Section II	06/29/1984	84031565

4. Recording data for the declaration and any amendments to the declaration.

The recording data in the Real Property Records of Fort Bend County, Texas are as follows:

Document Name	Filing Date	Clerk File Number
Declaration of Covenants, Conditions and Restrictions Colony Grant Homeowners Association	04/24/1978	78043799
Declaration of Covenants, Conditions and Restrictions Colony Grant Homeowners Association (Colony Bend Section Two)	07/20/1979	79098611
Declaration of Covenants, Conditions and Restrictions Colony Bend, Section III	06/14/1982	82023789
Declaration of Covenants, conditions and Restrictions Colony Bend, Section IV	06/02/1978	81023788
Declaration of Covenants, Conditions and Restrictions Colony Grant Homeowners Association	08/26/1981	81072722
Declaration of Covenants, Conditions and Restrictions Colony Grant Homeowners Association	06/02/1978	78048557

5. Name and mailing address for the association.

Colony Grant Homeowners Association
c/o C.I.A. Services, Inc.
18333 Timber Forest Drive
Humble, TX 77346

6. Name, mailing address, telephone number and email address of the person managing the association or its designated representative.

C.I.A. Services, Inc.
18333 Timber Forest Drive
Humble, TX 77346

Telephone: 713-981-9000

Email: CustomerCare@ciaservices.com

7. Website address of any internet website on which the association's dedicatory instruments are available.

www.ciaservices.com

8. Amount and description of a fee or fees charged by the association relating to a property transfer in the subdivision.

The following fees may be charged relating to a property transfer. Those marked as optional are only required if the document or service is requested by the buyer, seller or their agents, the lender, title company or other associated with the property transfer.

Fee	Amount	Description
Transfer Fee	\$175	Collected at closing if the property actually transfers
Assessment Quote	\$104	Verification of fees due to Association
Quote Update	\$35	Optional: update to assessment quote within 30 days
Resale Certificate	\$375	Optional: package in compliance with Code
Resale Certificate	\$75	Optional: update to resale certificate within 180 days

Update		
Compliance Inspection	\$100	Optional: onsite inspection for resale certificate, if required
Compliance Reinspection	\$100	Optional: reinspection for initial non-compliance, if needed
Lender Questionnaire	\$240	Optional: document requested by some lenders for loan
Standard Response Time	\$0	No later than 10 business days – additional cost for assessment quotes/updates, resale certificates/updates, compliance inspections/reinspection's & lender questionnaires
Rush Request	\$75	Optional: within 5 business days – additional cost for assessment quotes/updates, resale certificates/updates, compliance inspections/reinspection's & lender questionnaires
Expedited	\$150	Optional: within 2 business days – additional cost for assessment quotes/updates, resale certificates/updates, compliance inspections/reinspection's & lender questionnaires

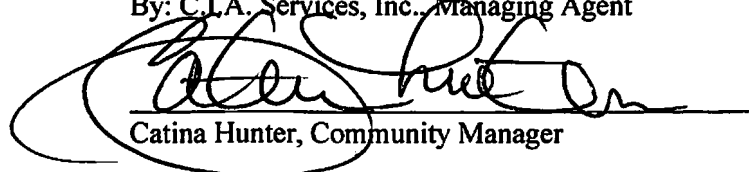
9. Other information the association considers appropriate.

- New owners are encouraged to provide email addresses and/or cell phone numbers to Association representative in #6 above in order to receive emails and/or text messages with Association news, alerts and meeting announcements. Communication preferences may be updated at any time.

Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for the association, as well as performing a physical inspection of the property and common areas, prior to purchase. This Management Certificate does not purport to identify every publicly recorded document affecting the subdivision/association. No person should rely on this Management Certificate for anything other than for identifying and contacting the Association.


EXECUTED on this 15th day of April, 2022.

Colony Grant Homeowners Association
By: C.I.A. Services, Inc. Managing Agent

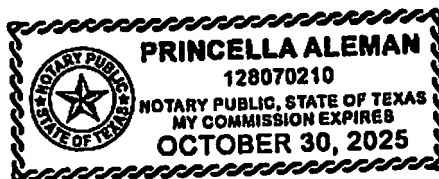

Catina Hunter, Community Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 1st day of April, 2022 personally appeared Catina Hunter, Community Manager for C.I.A. Services, Inc., Managing Agent for Colony Grant Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas

After recording, please return to: .
C.I.A. Services, Inc.
PO Box 63178
465 Bear Springs Road
Pipe Creek, TX 78063-3178





**MANAGEMENT CERTIFICATE FOR
COLONY GRANT HOMEOWNERS ASSOCIATION**

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

WHEREAS section 209.004 of the Texas Property Code requires that a property owners' association file a management certificate in the real property records of the county in which the property is located, and

WHEREAS the Colony Grant Homeowners Association is a property owners' association as defined in section 209.003 of the Texas Property Code and has property located in Fort Bend County, Texas,

NOW THEREFORE, the following information is provided to meet the requirements of section 209.004 of the Texas Property Code and supersedes all previous management certificates, if any.

<u>Name of Subdivision</u>	<u>County Recording Data for Subdivision Declaration</u>		<u>County Recording Data for Plat in Map Records</u>	
	<u>File Date</u>	<u>Clerk File No</u>	<u>File Date</u>	<u>Clerk File No</u>
Colony Bend section 1	04/24/78	43799	03/01/77	4192
Colony Bend section 2	07/20/79	98611	09/18/78	62068
Colony Bend section 3	06/14/82	23789	07/13/81	66109
Colony Bend section 4	06/02/78	23788	07/06/81	65047
Colony Grant section 1	08/26/81	72722	06/03/81	61045
Williams Grant section 1	06/02/78	48557	03/01/77	4193
Williams Grant section 2	06/22/82	24932	06/29/84	31565

Name and Mailing Address of the Association Colony Grant Homeowners Association
c/o C.I.A. Services, Inc.
9800 Centre Parkway, Suite 625
Houston, Texas 77036-8294

Name and Address of Its Designated Representative C.I.A. Services, Inc.
9800 Centre Parkway, Suite 625
Houston, Texas 77036-8294
Phone: 713-981-9000 Fax: 713-981-9090

EXECUTED on this 10th day of November, 2009.

Signature: *K. Cooper*
By: Karen Cooper
Title: C.I.A. Services, Inc., Managing Agent for
Colony Grant Homeowners Association

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

This instrument was acknowledged before me on this 10th day of November, 2009 by Karen Cooper.

Signature: *Margie M. De La Cruz*
By: Margie De La Cruz
Title: Notary in and for the State of Texas
My commission expires on 02/06/11

Return to: C.I.A. Services, Inc.
9800 Centre Parkway, Suite 625
Houston, Texas 77036-8294

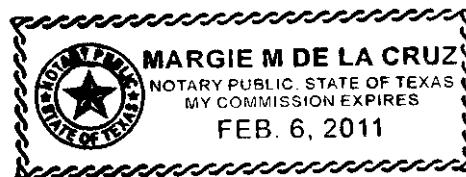
FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2009 Nov 16 01:50 PM
KW \$11.00

2009120160





WATER DISTRICT NOTICE

FILED BY

ALAMO TITLE COMPANY

Date: April 21, 2004

GF #: 04-42204840-22-LD

Property Address:

2819 Williams Grant St., Sugar Land, TX 77479

The real property, described below, which you are about to purchase is located in the **Fort Bend LID #2** District. The district has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is **\$0.21** on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of debt service tax, as of this date is **\$0.21** on each \$100 of assessed valuation. The total amount of bonds which has been approved by the voters and which have been or may, at this date, be issued is **\$5,620,000.00**, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is **\$38,720,000.00**.

The district has the authority to adopt and impose a standby fee on property in the district that has water, sewer, sanitary, or drainage facilities and services available but not connected and which does not have a house, building, or other improvements, located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the amount of the standby fee is **\$0.00**. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property which you are acquiring is as follows:

One

Lot 11, in Block 6, of COLONY BEND, SECTION ~~11~~, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 22, Page 24 of the Plat Records of Fort Bend County, Texas.

The district has the authority to adopt and impose a standby fee on property in the district that has district-financed water or sewer facilities and services available but not connected. The district may exercise the authority without holding an election on the matter.

AS PER ORIGINAL

As of this date, the most recent amount of the standby fee is \$0.00. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.



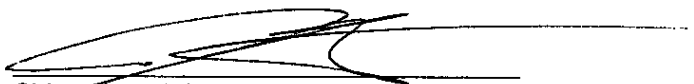
Emma ~~Aidlin~~ Aidlin ~~et~~

Date: 4/23/2004

AS PER ORIGINAL

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.



Chien Hong Woo

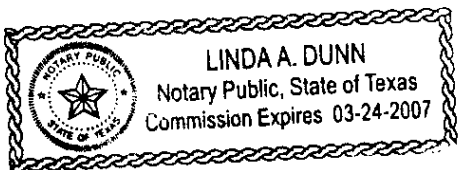
Date: 4/23/2004

STATE OF TEXAS

COUNTY OF Ft. Bend

This instrument was acknowledged before me on April 23, 2004

by Chien Hong Woo



Linda A. P.

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY

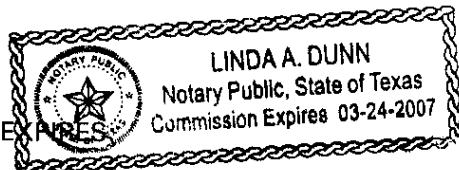
MY COMMISSION EXPIRES:

STATE OF TEXAS

COUNTY OF Ft. Bend

This instrument was acknowledged before me on April 23, 2004

by Emma Aidlin



Linda A. P.

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

THIS DOCUMENT WAS FILED
BY AND RETURNED TO:

ALAMO TITLE - HOLD

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2004 Apr 30 03:06 PM

2004051523

DBC \$11.00

Dianne Wilson, Ph.D. COUNTY CLERK
FT BEND COUNTY TEXAS

