

2002-131228

20710-2917

61

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STEWART'S FOREST**

TABLE OF CONTENTS

I.	DEFINITIONS	1
	Section 1. "Architectural Review Committee"	2
	Section 2. "Area of Common Responsibility"	2
	Section 3. "Articles of Incorporation"	2
	Section 4. "Assessments"	2
	Section 5. "Association"	2
	Section 6. "Association Expenses"	2
	Section 7. "Board of Directors"	2
	Section 8. "Builder"	2
	Section 9. "Builder Guidelines"	2
	Section 10. "By-Laws"	3
	Section 11. "Class B Control Period"	3
	Section 12. "Common Area"	3
	Section 13. "Declarant"	3
	Section 14. "Declaration"	3
	Section 15. "Exclusive Common Area"	3
	Section 16. "Landscaping Guidelines"	3
	Section 17. "Lot"	3
	Section 18. "Member"	4
	Section 19. "Modifications Committee"	4
	Section 20. "Mortgage"	4
	Section 21. "Mortgagee"	4
	Section 22. "Neighborhood"	4
	Section 23. "Neighborhood Assessments"	4
	Section 24. "Neighborhood Expenses"	5
	Section 25. "Occupant"	5
	Section 26. "Owner"	5
	Section 27. "Person"	5
	Section 28. "Properties"	5
	Section 29. "Residential Assessments"	5
	Section 30. "Single Family"	5
	Section 31. "Single Family Residence"	5
	Section 32. "Special Assessments"	5
	Section 33. "Street"	5
	Section 34. "Supplemental Declaration"	5

- II. STEWART'S FOREST HOMEOWNERS ASSOCIATION, INC. 6
 - Section 1. Organization 6
 - Section 2. Membership 6
 - Section 3. Voting 6
 - Section 4. Neighborhoods 7
 - Section 5. Rule Making Authority 7
 - Section 6. Certificates of Compliance 8

- III. COVENANT FOR MAINTENANCE ASSESSMENTS 8
 - Section 1. Purpose of Assessment 8
 - Section 2. Types of Assessments 10
 - Section 3. Rates of Assessment 12
 - Section 4. Creation of the Lien and Personal Obligation for Assessments 12
 - Section 5. Computation 13
 - Section 6. Lien for Assessments 13
 - Section 7. Subordination of the Lien to Mortgages 14
 - Section 8. Effect of Nonpayment of Assessments; Remedies of the Association 14
 - Section 9. Assessment Obligation of the Declarant 15

- IV. RIGHTS IN THE COMMON AREA 16
 - Section 1. Owner's Right of Enjoyment 16
 - Section 2. Delegation of Use 17
 - Section 3. Easements-General 17
 - Section 4. Easements of Utilities and Public Services 17
 - Section 5. Easements for Association 18
 - Section 6. Security Services 18
 - Section 7. Rights of Declarant During Construction and Sale Period 19
 - Section 8. No Partition 19

- V. INSURANCE AND CASUALTY LOSSES 19
 - Section 1. Insurance 19
 - Section 2. Damage and Destruction 20

VI.	ARCHITECTURAL STANDARDS AND RESTRICTIONS	20
	Section 1. Purpose	20
	Section 2. Architectural Review Committee; Modifications Committee	20
	Section 3. Approval of Plans	21
	Section 4. Landscaping Approval	22
	Section 5. Approval Not a Guarantee or Variance	22
	Section 6. Right to Inspect	23
	Section 7. No Waiver of Future Approvals	23
	Section 8. Variances	23
VII.	SPECIFIC USE RESTRICTIONS	24
	Section 1. Single Family Residence	24
	Section 2. Living Area Requirements	24
	Section 3. Type of Construction	25
	Section 4. Garages, Driveways and Sidewalks	25
	Section 5. Antennae and Satellite Dishes	25
	Section 6. Animals and Pets	26
	Section 7. Window Air Conditioners	26
	Section 8. Renting or Leasing	26
	Section 9. Vehicles and Parking	26
	Section 10. Disposal of Trash	27
	Section 11. Drainage	27
	Section 12. Clotheslines, Garbage Cans, Woodpiles, etc.	27
	Section 13. Weapons and Fireworks	27
	Section 14. Temporary Buildings	27
	Section 15. Grass and Shrubbery	27
	Section 16. Traffic Sight Areas	28
	Section 17. Mailboxes and House Numbers	28
	Section 18. Disposal Units	28
	Section 19. Private Utility Lines	28
	Section 20. Rooftop Elements	28
	Section 21. Decorations	29
	Section 22. Playground Equipment	29
	Section 23. Outbuildings	29
	Section 24. Signs	29
	Section 25. Fences	30
	Section 26. Window Treatments	30
	Section 27. Owner's Maintenance	31
	Section 28. Damage and Destruction	31

- VIII. ANNEXATION OF ADDITIONAL PROPERTY AND DEANNEXATION 32
 - Section 1. Unilateral Annexation by Declaration 32
 - Section 2. Other Annexations 32
 - Section 3. Rights of Owners of Annexed Area 32
 - Section 4. Deannexations 32

- IX. MORTGAGEE PROVISIONS 33
 - Section 1. Notices of Action 33
 - Section 2. No Priority 33
 - Section 3. Notice to Association 33

- X. GENERAL PROVISIONS 33
 - Section 1. Term 33
 - Section 2. Severability 34
 - Section 3. Gender and Grammar 34
 - Section 4. Titles 34
 - Section 5. Amendment 34
 - Section 6. Merger and Consolidation 34
 - Section 7. Dissolution 35
 - Section 8. Enforcement 35
 - Section 9. Right of Entry 36
 - Section 10. Notice of Sale or Transfer 36
 - Section 11. Cumulative Effect; Conflict 36

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR STEWART'S FOREST**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STEWART'S FOREST (this "Declaration"), made as of the date hereinafter set forth by CRIGHTON PARK LIMITED, a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain 28.3126 acre tract of land, that certain 25.2513 acre tract of land, that certain 29.8053 acre tract of land, and that certain 20.3046 acre tract of land in Montgomery County, Texas, which are described on Exhibit "A" hereto and which will hereafter be platted and subdivided as the Stewart's Forest, Section One (1), Stewart's Forest, Section Two (2), Stewart's Forest, Section Three (3), and Stewart's Forest, Section Four (4) subdivisions, respectively, (collectively, the "Initial Subdivisions"); and

WHEREAS, Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvements for the benefit of all owners of the property within the Initial Subdivisions and such other property as may hereafter be annexed into the jurisdiction of the Association (as hereinafter defined) and subjected to this Declaration and Declarant desires to provide a flexible and reasonable procedure for the overall development of such property and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property.

NOW, THEREFORE, Declarant hereby declares that the Lots (as hereinafter defined) within the Initial Subdivisions are hereby subjected to the provisions of this Declaration and the Lots within the Initial Subdivisions and within such other property as may hereafter be made subject to this Declaration, if any, shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all persons having any right, title, or interest in all or any portion of such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Architectural Review Committee" or "ARC" refers to the committee created by Section 2 of Article VI of this Declaration which has the power to adopt the Builder Guidelines and the right to approve plans and specifications for construction of proposed improvements on the Lots within the jurisdiction of the Association as set forth herein and, unless a Modifications Committee is created in accordance with the provisions hereof, the right to approve plans and specifications for the alteration or modification of improvements on the Lots.

SECTION 2. "Area of Common Responsibility" shall mean the Common Area, together with those areas, if any, which by contract or agreement become the responsibility of the Association. Road rights-of-ways within or adjacent to the Properties may be part of the Area of Common Responsibility.

SECTION 3. "Articles of Incorporation" means the Articles of Incorporation of the Stewart's Forest Homeowners Association, Inc. and any amendments thereto, as filed with the Secretary of State of the State of Texas.

SECTION 4. "Assessments" shall mean and refer to the Residential Assessments, the Neighborhood Assessments, the Special Assessments, the Specific Assessments, and any other amounts or sums due by any Owner to the Association pursuant to the provisions of this Declaration or a Supplemental Declaration, levied by the Association for purposes of obtaining funds to pay Association Expenses as provided herein.

SECTION 5. "Association" shall mean and refer to Stewart's Forest Homeowners Association, Inc., a non-profit, non-stock, membership corporation incorporated under the laws of the State of Texas, its successors and assigns.

SECTION 6. "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and Neighborhood purposes, as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Declaration and the Association's By-Laws and Articles of Incorporation.

SECTION 7. "Board of Directors" or "Board" shall mean the governing body of the Association whose members shall be appointed by the Declarant during the Class B Control Period and thereafter elected by the Members.

SECTION 8. "Builder" shall mean and refer to any Person undertaking the construction of a Single Family Residence on a Lot for the purpose of selling same.

SECTION 9. "Builder Guidelines" shall mean and refer to written guidelines for the construction of improvements adopted by the ARC, as amended from time to time. The Builder Guidelines may contain provisions applicable to all of the Lots within the jurisdiction of the Association, including the Lots within the Initial Subdivisions, as well as certain

provisions which are applicable only to the Lots in a specific Neighborhood or a specific platted subdivision.

SECTION 10. "By-Laws" shall mean the By-Laws of the Association, as amended from time to time.

SECTION 11. "Class B Control Period" means the period of time ending on the date on which the Declarant has conveyed the last Lot it owns in the Properties, during which period the Class "B" Member is entitled to appoint and remove the members of the Board of Directors and disapprove any action, policy or program of the Association, the Board or any committee which, in the sole judgment of the Declarant, would tend to impair rights of the Declarant or Builders or interfere with the development, construction or marketing of any portion of the Properties, or diminish the level of services being provided by the Association.

SECTION 12. "Common Area" shall mean and refer to any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants.

SECTION 13. "Declarant" shall mean and refer to CRIGHTON PARK LIMITED, a Texas limited partnership, and its successors and assigns, provided that in the case of an assign in an instrument of conveyance or by a separate written instrument placed of record in the real property records of Montgomery County, Texas, the assign is designated as the "Declarant" by the Declarant hereunder at such time. Upon such designation of a successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease.

SECTION 14. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Stewart's Forest as it may hereafter be amended in accordance with the provisions hereof.

SECTION 15. "Exclusive Common Area" shall mean and refer to the property and facilities, if any, which by plat or other recorded instrument are restricted for use solely by the Owners and Occupants of a certain Neighborhood, which property and facilities may be maintained by the Association at the expense of such Neighborhood with Neighborhood Assessments.

SECTION 16. "Landscaping Guidelines" shall mean and refer to landscape design, installation and maintenance criteria for the Lots which are adopted by the ARC. The Landscaping Guidelines may be included within and be a part of the Builder Guidelines.

SECTION 17. "Lot" shall mean and refer to any portion of the Properties, whether developed or undeveloped, upon which a Single Family Residence has been constructed or it is intended by the Declarant that a Single Family Residence be constructed, excluding

reserve tracts, but including lots created by the platting or replatting of a reserve tract. "Lots" shall mean and refer to each Lot and all of them. In the case of a parcel of land within the jurisdiction of the Association planned by the Declarant for single family residential development which has not been platted into Lots, the parcel shall be deemed to contain the number of Lots designated by the Declarant on the development plan for such parcel of land unless or until a different number of Lots is platted. The Owner of one or more adjacent Lots (or portions thereof) shall have the right to consolidate such Lots or portions of such Lots into one or more Single Family Residence building sites, with the privilege of placing or constructing improvements on such sites, in which case side setback lines shall be measured from the resulting side property lines of each such building site rather than from the lot lines shown on the recorded plat. If such Single Family Residence building site is replatted as a single Lot, it shall be considered as a single Lot for purposes of Assessments levied by the Association pursuant to this Declaration at the time the replat is recorded in the Map Records of Montgomery County, Texas. If such Single Family Residence building site is not replatted as a single Lot, it shall be considered as a single Lot for purposes of Assessments levied by the Association pursuant to this Declaration at the time the Single Family Residence on such building site is initially occupied. Prior to either of such events, Assessments by the Association shall continue based on the number of Lots shown on the original plat.

SECTION 18. "Member" shall refer to every Person entitled to membership in the Association, as provided herein.

SECTION 19. "Modifications Committee" refers to the committee which may be created by the Board of Directors as specified in Section 2 of Article VI of this Declaration for the purpose of reviewing plans submitted for the alteration or modification of the improvements on a Lot after construction of the initial improvements.

SECTION 20. "Mortgage" shall mean and refer to a deed of trust, mortgage or other similar security instrument granting, creating, or conveying a lien or security interest upon a Lot.

SECTION 21. "Mortgagee" shall mean a beneficiary or holder of a Mortgage.

SECTION 22. "Neighborhood" shall mean and refer to a separately designated and denominated area within the Properties. If separate Neighborhood status is desired, the Declarant shall designate in a Supplemental Declaration or other recorded instrument that such property shall constitute a separate Neighborhood. All property within the jurisdiction of the Association which is not included within a designated Neighborhood shall be considered a part of a single unnamed Neighborhood.

SECTION 23. "Neighborhood Assessments" shall mean assessments levied by the Board of Directors for payment of the Neighborhood Expenses of a particular Neighborhood.

SECTION 24. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of the Owners and Occupants of the Lots within a particular Neighborhood or Neighborhoods, including a reasonable reserve for capital repairs and improvements.

SECTION 25. "Occupant" shall mean any person occupying a Single Family Residence within the Properties for any period of time, regardless of whether such person is a tenant of the Owner of such property.

SECTION 26. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to a Lot within the Properties, including a Person who has entered into a contract to sell his Lot, but excluding those having an interest merely as security for the performance of an obligation or those owning an interest in the mineral estate.

SECTION 27. "Person" shall mean any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

SECTION 28. "Properties" shall mean and refer to (i) the real property contained within the Initial Subdivisions described in the preambles to this Declaration, and (ii) such other real property as may hereafter be brought within the jurisdiction of the Association in accordance with the provisions of this Declaration, if any.

SECTION 29. "Residential Assessments" shall mean assessments levied by the Board of Directors for the purpose of obtaining funds to pay those Association Expenses which are determined by the Board of Directors to benefit all Owners and Occupants of the Lots within the Properties.

SECTION 30. "Single Family" shall mean and refer to any number of persons living together as a single household unit, and the household employees of such household unit.

SECTION 31. "Single Family Residence" shall mean and refer to a detached residence constructed on a single Lot or on two (2) or more adjacent Lots owned by an Owner which are consolidated into a single building site.

SECTION 32. "Special Assessments" shall mean the assessments levied by the Board of Directors pursuant to Section 2(c) of Article III hereof for the purposes specified therein.

SECTION 33. "Street" shall refer to any street, boulevard, road, alley, lane, avenue, or thoroughfare within or adjacent to the Properties.

SECTION 34. "Supplemental Declaration" shall refer to an instrument which imposes restrictions on a portion of the Properties which may be enforced by the Association.

ARTICLE II
STEWART'S FOREST HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. The Association has been organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein and in Supplemental Declarations, providing for the maintenance and preservation of the Area of Common Responsibility and the facilities of the Association and architectural control of the Lots.

SECTION 2. MEMBERSHIP. Every Owner 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 by the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership in the Association may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Board, subject to the provisions of this Declaration and the By-Laws.

SECTION 3. VOTING. The Association shall have two classes of membership, Class "A" and Class "B", as follows:

- (a) CLASS A. Class "A" Members shall be all Owners with the exception of the Class "B" Member. Class "A" Members shall be entitled to (1) one vote for each Lot of which they are the Owner. In any situation where a Member is entitled personally to exercise the vote for a Lot and more than one Person holds the interest in a Lot required for membership in the Association, the vote for such Lot shall be exercised as those Persons among themselves determine and advise the Secretary of the Association in writing. In the absence of such advice, the vote for such Lot shall be suspended in the event more than one Person seeks to exercise it.
- (b) CLASS B. The Class "B" Member shall be the Declarant which shall have five (5) votes for each Lot it owns in the Properties. The Class "B" Member shall be entitled to appoint and remove the members of the Board of Directors during the Class B Control Period. The Class "B" Membership shall cease upon (i) the expiration of the Class B Control Period or (ii) on such earlier date that the Declarant, in its discretion, so determines and records an instrument to such effect in the real property records of Montgomery County, Texas. In the event the Class "B" Membership ceases pursuant to clause (ii), the

Declarant shall thereafter be a Class "A" Member with respect to the Lots it owns.

SECTION 4. NEIGHBORHOODS. The Declarant shall have the right to designate and denominate any area within the Properties as a Neighborhood by a Supplemental Declaration or other recorded instrument. All portions of the Properties not included within a designated Neighborhood shall be considered a part of a single unnamed Neighborhood. In addition, after the Class B Control Period, the Board of Directors, at its sole discretion, may divide the property comprising a single Neighborhood into two (2) or more Neighborhoods, or combine multiple Neighborhoods into a single Neighborhood.

SECTION 5. RULE MAKING AUTHORITY. This Declaration establishes, as part of the general plan of development for the Properties, a framework of covenants, easements and restrictions which govern the Properties. Within that framework, the Board must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology which inevitably will affect the Properties, its Owners and Occupants. This Section establishes procedures for the adoption and modification of rules by the Board.

Subject to the terms hereof and the Board's duty to exercise business judgment and reasonableness on behalf of the Association, the Board may adopt, amend, repeal and enforce rules and regulations ("Rules"), fines and levies as may be deemed necessary or desirable with respect to the implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Area and the Exclusive Common Area, and the use of any other property, facilities or improvements owned or operated by the Association. At least thirty (30) days prior to the effective date of any Rule, the Board shall cause a copy of the new rule or explanation of any changes to a Rule, specifying the effective date, to be posted at a prominent place within the Properties. The Association shall provide, without cost, a copy of the Rules then in effect to any requesting Owner or Mortgagee.

All Owners are given notice that use of their Lots is limited by the use restrictions set forth in this Declaration and the Rules adopted by the Board, as they may be amended, expanded and otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of their Lot can be affected by this provision and that the initial use restrictions and Rules may change from time to time.

No Rule shall be adopted by the Association in violation of the following provisions:

- (i) Similar Treatment. Similarly situated Owners shall be treated similarly; provided, Rules may differ between and among different portions of the Properties, based on type of development, use, density or physical characteristics of the property;

- (ii) Allocation of Burdens and Benefits. No Rule shall alter the allocation of financial burdens among the various Lots as specified herein or rights to use the Common Area. Nothing in this provision shall prevent the Board from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who abuse the Common Area, are delinquent in payment of Assessments or violate the Rules established by the Board for the use thereof. This provision does not affect the Board's right to establish or increase user fees or to increase the amount of Assessments;
- (iii) Abridging Existing Rights. No Rule shall require Owners to dispose of personal property which was kept in or on a Lot prior to the adoption of such Rule and which was in compliance with all Rules in force previous to such time, unless otherwise required to be removed by law; provided, the above shall apply to any Owner only for so long as he or she remains the Owner of the affected personal property or Lot. The rights granted under this subsection shall not run with title to any Lot;
- (iv) Reasonable Basis. No Rule may prohibit any activity, condition, or conduct unless there exists a reasonable basis for the enactment of such Rule. For purposes of this subsection, reasonable basis may include, but not be limited to, restrictions as to time, place, and manner of activity or conduct, or concerns relating to fair use of Common Area, cost, aesthetics, or the goals of the comprehensive plan for the benefit of the Properties.

SECTION 6. CERTIFICATES OF COMPLIANCE. Any Owner may request that the Association issue a certificate of architectural compliance certifying that there are no known violations of this Declaration or the Builder Guidelines. The Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall preclude the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. PURPOSE OF ASSESSMENTS. The Assessments provided for in this Declaration shall be used by the Association to maintain and keep in good repair the Area of Common Responsibility and for the general purposes of promoting the common benefit of the Owners and Occupants in the Properties. The judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as its judgment is exercised in good faith. Funds obtained by the Association from Assessments may be used to finance all or any of the following:

- i. Operation, mowing, maintenance, repair, and improvement of the Area of Common Responsibility, including fences, entryways, road rights-of-way and easements within, adjacent to and in the vicinity of the Properties including, without limitation, fences constructed within landscape reserves along major Streets within the Properties;
- ii. Payment of taxes and premiums for insurance coverage in connection with the Common Area and for directors and officers liability insurance;
- iii. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees;
- iv. Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
- v. Maintaining or replacing any landscaping in the Area of Common Responsibility;
- vi. Designing, purchasing and installing any improvements to the Area of Common Responsibility;
- vii. Removing debris from the Area of Common Responsibility;
- viii. Contracting for the installation and maintenance of street lights in the Properties and paying the costs of electricity for such lights;
- ix. Collecting and disposing of trash, garbage, rubbish and other similar materials if the Board elects to provide such service to the Properties;
- x. Payment of legal fees and expenses incurred to collect assessments and enforce this Declaration;
- xi. Employing entry personnel and watchmen and/or contracting for patrol services;
- xii. Contracting for insect and pest control such as mosquito fogging;

- xiii. Carrying out the duties of the Board of Directors of the Association;
- xiv. Creation and funding of such reserve funds as the Board of Directors of the Association deems necessary; and
- xv. Carrying out such purposes of the Association as generally benefit the Members of the Association.

SECTION 2. TYPES OF ASSESSMENTS. Each Owner by acceptance of a deed to any Lot in the Properties, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (i) Residential Assessments; (ii) Neighborhood Assessments; (iii) Special Assessments; and (iv) Specific Assessments, to be established and collected as hereinafter provided.

(a) Residential Assessments. Residential Assessments shall be levied for Association Expenses which are determined by the Board to benefit all Members. Such expenses benefitting all Members shall be all Association Expenses except the expenses which are determined by the Board to benefit or provide a higher level of service to a particular Neighborhood or Neighborhoods. The good faith determination by the Board of which Association Expenses constitute Neighborhood Expenses shall be final. The initial annual Residential Assessment with respect to the Lots in an Initial Subdivision shall commence as to all Lots in such Initial Subdivision on the date that the plat of such Initial Subdivision is recorded or on such later date as the Board determines and shall be due and payable thirty (30) days thereafter. If such assessment commences on a date other than January 1, such assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, annual Residential Assessments shall be levied for each calendar year in advance and shall be due and payable on January 1 unless a different date is specified by the Board.

(b) Neighborhood Assessments. Neighborhood Assessments shall be levied against the Lots in a particular Neighborhood where the Board has determined that certain Association Expenses benefit only that Neighborhood. Upon written request by the Owners of a majority of the Lots within a Neighborhood, the Board shall initiate a service benefitting only that particular Neighborhood which shall be paid for by a Neighborhood Assessment or the Board shall discontinue a service previously provided to a Neighborhood; provided, however, the commencement or discontinuance of any such service during the Class B Control Period must be approved by the Declarant. Association Expenses benefitting only a particular Neighborhood may include, without limitation, Association Expenses incurred for maintenance and repair of the following items and provision of the following services within a particular Neighborhood: private streets, back door or garage trash pick-up service as opposed to curb side service, individual mailboxes, and operation and maintenance of Exclusive Common Areas, landscaping, fountains, lighting and signage within the particular Neighborhood. The total Neighborhood Assessment applicable to a particular Neighborhood shall be divided by the number of Lots

within such Neighborhood and each Owner of a Lot contained within the concerned Neighborhood shall be assessed an amount equal to the quotient so obtained.

(c) Special Assessments. In addition to the other Assessments authorized herein, the Board may levy one or more Special Assessments in any year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto; provided, however, except as otherwise hereinafter provided, any such Special Assessment must have the written consent of the Class "B" Member, as long as such membership exists, and a per Lot Special Assessment in an amount greater than ten percent (10%) of the most recent annual Residential Assessment per Lot must be approved by majority vote of the Class "A" Members present in person or by proxy at a meeting of the Members.

The Board may also levy one or more Special Assessments in any fiscal year for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, or repair or replacement of a capital improvement located upon Exclusive Common Area, including fixtures and personal property related thereto; provided, however, that any such Special Assessment shall have the affirmative vote or written consent of the Owners of a majority of the Lots in the Neighborhood or Neighborhoods entitled to exclusive use of such Exclusive Common Area.

If a Special Assessment is approved as herein required and levied, it shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed. Special Assessments shall be allocated among all Owners in the same manner as Residential Assessments unless the purpose of the Special Assessment is to provide funds to be used for Exclusive Common Area facilities, in which event the Special Assessment shall be allocated solely among the Owners of the Lots in the Neighborhood or Neighborhoods entitled to use the applicable Exclusive Common Area in the same manner as a Neighborhood Assessment.

(d) Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

- (i) to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and
- (ii) to cover costs incurred in bringing a Lot into compliance with this Declaration or the Builder Guidelines, or costs incurred as a consequence of the conduct of the Owner or Occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests.

SECTION 3. RATES OF ASSESSMENT. Assessments shall be fixed at uniform rates on all Lots; provided, however, there shall be no assessments on unplatted Lots, the rate applicable to platted Lots owned by the Declarant shall be equal to one-half (1/2) of the full assessment amount, and the rate on a platted Lot owned by a Builder shall be equal to one-half (1/2) of the full assessment for the initial year or partial year of assessment, three-fourths (3/4) of the full assessment for the second year or partial year of assessment, and the full assessment thereafter. The rate of assessment for a Lot shall change upon its conveyance by the Declarant or a Builder, with an appropriate proration of the assessments for the year of the ownership change.

SECTION 4. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. All Assessments, together with interest commencing on the due date at a rate of interest to be set from time to time by the Board of Directors not in excess of the maximum lawful rate, costs (specifically including, but not limited to, any flat charges or percentage fees charged by any collection agencies used by the Association in collecting Assessments), and reasonable attorney's fees and court costs actually incurred, shall be a charge on the land and shall be secured by a continuing lien upon the land against which each Assessment is made. Each such Assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the Assessment fell due. Each such Owner shall be personally liable for his or her portion of each Assessment coming due while he or she is the Owner of the Lot, and each Assessment thereafter coming due unless and until such Owner notifies the Association of the sale or conveyance of the land against which the Assessment is made as hereinafter provided in this Section 4.

In order to extinguish any Person's personal liability with regard to Assessments coming due following the sale or conveyance of the Lot owned by such Person, such Person shall be obligated to notify the Association of such Person's sale or conveyance of the Lot against which Assessments may be levied. In that regard, each Person who at any time owned any Lot in the Properties against which Assessments may be levied shall no longer be liable or responsible for payment of Assessments coming due after the date upon which such Person furnishes to the Association a copy of the executed instrument of conveyance by which fee title to the Lot previously owned by such Person was conveyed or transferred to another Person, and the mailing address of the Person to whom such Lot was conveyed or transferred. Upon receipt of such information, the Association shall cause the name and address of the new Owner to be substituted for that of the prior Owner on the records of the Association, and the prior Owner shall no longer be liable or responsible for Assessments subsequently coming due. Each Person owning a Lot against which Assessments may be made shall have the obligation to notify the Association of any change in its address, and notice of any such change shall become effective five (5) days after written notice thereof has been provided to the Association. With regard to mailing notices of Assessments payable by any Person to the Association, the Association shall be deemed to have satisfied any obligation that it might have to

provide written notices or bills if the same are mailed or delivered to the Owner at the address of such Owner as reflected on the records of the Association, and no such Owner or other Person liable for the payment of any Assessment shall escape such liability or be entitled to any deferral or abatement of interest or any late charges or collection costs with regard to delinquent Assessments on the basis of such Person's failure to receive notice thereof if the Association sent such notice by regular U.S. Mail to the most recent address of the Person according to the records of the Association.

Residential Assessments and Neighborhood Assessments shall be payable annually on a date specified by the Board of Directors; provided, however, the Board may, at its option, require payment of such Assessments in monthly or quarterly installments. Special Assessments shall be paid in such manner and on such date or dates as may be fixed by the Board.

SECTION 5. COMPUTATION. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during each calendar year or such other fiscal year as the Board may adopt, taking into consideration any subsidy payments to be received from the Declarant pursuant to an agreement with the Association and any additional property to be annexed into the jurisdiction of the Association in the forthcoming year. Such budget may include a capital contribution or reserve in accordance with a capital budget separately prepared and separate line items for expenses benefiting each Neighborhood which will be paid with a Neighborhood Assessment. In the event that the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year. The Association Expenses shall be allocated as follows:

- i. The amount of all estimated expenses to be incurred for the sole benefit of a particular Neighborhood shall be determined for each Neighborhood and that portion of the total estimated Association Expenses attributable to a particular Neighborhood shall be allocated among the Owners of the Lots in the Neighborhood as provided in Section 2(b) of this Article III, and shall be levied as Neighborhood Assessments; and
- ii. The remaining Association Expenses shall be levied as Residential Assessments, and shall be allocated among the Owners of all of the Lots in the Properties as provided in Section 2(a) of this Article III.

The Board shall in good faith attempt to cause the budget and the Assessments to be levied against each Owner for the following year to be delivered to each Member at least thirty (30) days prior to the end of the current year.

SECTION 6. LIEN FOR ASSESSMENTS. All sums assessed against any property subject to this Declaration pursuant to this Declaration, together with interest, collection

and other costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on the property owned by each Owner in favor of the Association. All Persons acquiring liens or encumbrances on any property subject to this Declaration after this Declaration shall have been recorded in the real property records of Montgomery County, Texas shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for Assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

SECTION 7. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien securing the Assessments provided for herein shall be subordinate to (i) liens of ad valorem taxes and (ii) the lien of any Mortgage which has been recorded in the real property records of Montgomery County, Texas. Sale or transfer of any Lot subject to this Declaration shall not affect the lien hereby created. However, the sale or transfer of any Lot pursuant to foreclosure of a Mortgage or any conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any Assessments which are not paid in full by the date specified by the Board shall be delinquent. Any delinquent Assessment shall commence to bear interest on the due date at such interest rate as the Board may from time to time determine not in excess of the maximum lawful rate of interest. If the Assessment is not paid when due, the lien herein retained and created against the affected Lot shall secure the Assessment due, interest thereon from the date due and payable, all costs of collection, court costs, reasonable attorney's fees actually incurred, and any other amount provided or permitted by law. In the event that the Assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit for collection against the Owner personally obligated to pay the Assessment or foreclose the lien created and reserved hereby against the Lot of such Owner.

The Association's lien is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be or is required. By acquiring a Lot, an Owner grants to the Association a power of sale in connection with the Association's lien. By written resolution, the Board of Directors of the Association may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association shall exercise its power of sale pursuant to the Texas Property Code, and any applicable revision(s), amendment(s), or recodifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially or by nonjudicial foreclosure pursuant to the power of sale created hereby. Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Lot at the foreclosure sale utilizing funds of the Association. The Association

may own, lease, encumber, exchange, sell, or convey a Lot. The purchaser at any such foreclosure sale shall be entitled to sue for recovery of possession of the Lot by an action of forcible detainer without the necessity of giving any notice to the former owner or owners of the Lot sold at foreclosure. Nothing herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien. At any time before a nonjudicial foreclosure sale, an Owner of a Lot may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Lot under Chapter 32, Tax Code, shall not discharge the Association's lien under this paragraph for amounts becoming due to the Association after the date of foreclosure of the tax lien.

No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, by non-use of Common Area or abandonment of the Lot owned by such Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of Declarant and each other Owner.

All payments shall be applied first to costs and attorney's fees, then to interest, and then to delinquent Assessments.

SECTION 9. ASSESSMENT OBLIGATION OF DECLARANT. Subject to the further provisions hereof, Declarant, on behalf of itself and its successors and assigns to whom its rights as Declarant are expressly assigned, covenants and agrees to pay Assessments as provided herein for the Lots (other than unplatted Lots) that it owns. However, as long as the Class "B" membership exists in the Association, the Declarant may annually elect either to pay Residential Assessments on the Lots (other than unplatted Lots) it owns as herein provided or to pay the Association the difference between the amount of Residential Assessments collected on all other Lots subject to assessment and the amount of the actual expenditures incurred to operate the Association during such calendar year (the "subsidy"). The payment by Declarant of a subsidy in any year in lieu of Residential Assessments shall under no circumstances obligate the Declarant to pay a subsidy in a future year or years even if the subsidy is less than the Residential Assessments that would otherwise have been payable by the Declarant. The subsidy may be paid by the Declarant in increments throughout the year as funds are needed by the Association.

The Declarant may also elect to make loans to the Association. In the event of a loan, the loan and interest thereon at the prime rate of interest announced from time to time by Bank of America, N.A. or another bank designated by the Board at the time the loan is made plus 1% per annum, shall be payable by the Association to the Declarant

from future Annual Assessments collected by the Association. All loans, if any, shall be evidenced by promissory notes executed by the Association at the time the loan is made. Subsidy payments by the Declarant shall not be considered to be loans.

ARTICLE IV
RIGHTS IN THE COMMON AREA

SECTION 1. OWNER'S RIGHTS OF ENJOYMENT. Subject to the further provisions of this Section, every Member shall have a right of enjoyment to the recreational facilities or amenities located on the Common Area, and such right shall be appurtenant to and shall pass with the title to the Lot owned by such Member. Such right of enjoyment shall be subject to the following:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any facility situated upon the Common Area.
- (b) The Association shall have the right to borrow money and to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (d) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.
- (e) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (f) The Association shall have the right to dedicate, sell or convey all or any part of the Common Area and the right to grant or dedicate easements over the Common Area to public or private utility companies.
- (g) The Association shall have the right to enter into agreements pursuant to which individuals who are not Members of the Association are granted the right to use the Common Area and the facilities located thereupon.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his right of enjoyment to the Common Area to the members of his family and to such guests or other persons as may be permitted by the Association. An Owner shall be deemed to have made a delegation of all rights to use the Common Area to the Occupants of any leased residence.

SECTION 3. EASEMENTS-GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the plats of the Properties and/or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, walls, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants. Declarant expressly reserves the right to grant easements over, under and across any Lot in the Properties for the installation and maintenance of utility and drainage facilities; provided, however, any easement created by the Declarant pursuant to this provision shall not materially adversely affect the use and enjoyment of any Single Family Residence or the value of any Single Family Residence. Declarant further reserves unto itself, its agents, employees, servants, successors and assigns, the temporary right of ingress and egress, on, over, in, and across the Properties in order to complete development of the Properties and the construction of all Single Family Residences. The rights reserved by Declarant in this paragraph shall be used in such a manner as not to unreasonably interfere with the use and enjoyment of any Single Family Residence in the Properties and such rights shall terminate upon the expiration of the Class B Control Period.

SECTION 4. EASEMENTS FOR UTILITIES AND PUBLIC SERVICES.

(a) There is hereby granted to the Association, to Montgomery County, to the City of Conroe, and to any other public authority or agency, utility district, or public or private utility company, a perpetual easement upon, over, under, and across (i) the Common Area, and (ii) those portions of all Lots as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers, drainage systems and retention ponds, electrical, gas, telephone, water and sewer lines, street lights, street signs and traffic signs; provided, however, that such easements shall not unreasonably affect the ability to develop, market or the value of any Lot. To the extent possible, utility lines and facilities serving the Properties and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permitted for the providing utility company or other supplier or servicer, with respect to the portions of the Properties encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to excavate or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

(b) There is also hereby granted to Montgomery County, to the City of Conroe, and to such other governmental authority or agency as shall from time to time have jurisdiction over the Properties (or any portion thereof) with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the Properties for purposes of performing such duties and activities related to law enforcement and fire protection in the Properties as shall be required or appropriate from time to time by such governmental authorities under applicable law.

SECTION 5. EASEMENTS FOR ASSOCIATION. There is hereby granted a general right and easement to the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof in the performance of their respective duties or the enforcement of the provisions of this Declaration. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the residence directly affected thereby.

SECTION 6. SECURITY SERVICES.

(a) Security Services. The Association may provide security services for the Properties or support certain activities to make the Properties safer and shall be authorized to enter into contracts for such purposes. The Board shall be permitted to modify or cancel existing services provided, if any, or to provide additional services. Nothing contained herein is a representation as to what services will or will not be provided.

(b) DISCLAIMER CONCERNING SECURITY. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, AND NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ARC DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT, THE ARC OR OTHER PROVIDER MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE

OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARC, THE DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARC, THE DECLARANT, OR ANY SUCCESSOR DECLARANT AND THEIR AGENTS HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

SECTION 7. RIGHTS OF DECLARANT DURING CONSTRUCTION AND SALE PERIOD. Notwithstanding any provisions contained in this Declaration, until the Declarant has developed and sold all of its land within the Properties, it shall be expressly permissible for Declarant and any Owner approved by Declarant to maintain upon such portion of the Properties as Declarant may deem necessary, such facilities, and carry on such activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such Owner's development, construction, and sales activities related to their properties, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Properties; the right to carry on sales and promotional activities in the Properties; the right to place signs in the Common Area and in road rights-of-way within the Properties; and the right to construct and operate business offices, construction trailers, model residences, information and sales offices. Declarant and any such Owner may use residences owned or leased by Declarant or such Owner as model residences and sales offices.

SECTION 8. NO PARTITION. There shall be no partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring and disposing of title to real property which may or may not be subject to this Declaration.

ARTICLE V INSURANCE AND CASUALTY LOSSES

SECTION 1. INSURANCE. The Association's Board of Directors, or its duly authorized agent, shall obtain blanket all-risk casualty insurance for all insurable improvements on the Common Area, or if blanket all-risk coverage is not reasonably available, an insurance policy providing fire and extended coverage. In addition to casualty insurance on the Common Area, the Association may, upon request of a Neighborhood, obtain casualty insurance on the Exclusive Common Area within the Neighborhood. Such

insurance policies shall be in such amount or amounts as the Board of Directors deems appropriate. The Board may also obtain a public liability policy covering the Common Area, insuring the Association and its Members for all damages or injury caused by the negligence of the Association, its agents, the Members or Occupants, in such amount as the Board deems appropriate.

Premiums for all insurance on the Common Area shall be Association Expenses and shall be included in the Residential Assessments and the premiums for insurance on Exclusive Common Area shall be included in the Neighborhood Assessment of the Neighborhood(s) benefitted thereby. In addition to the other insurance discussed in this Section, the Board may also obtain, as an Association Expense payable from Residential Assessments, (i) worker's compensation insurance, and the Board shall obtain such insurance if and to the extent required by law, (ii) directors' and officers' liability coverage, and (iii) a fidelity bond or fidelity insurance on directors, officers, employees, and other Persons handling or responsible for the Association's funds.

SECTION 2. DAMAGE AND DESTRUCTION. Immediately after damage or destruction by fire or other casualty of all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and the repair or reconstruction of the damaged or destroyed property, to the extent insurance proceeds are available for such purpose. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. In the event that insurance proceeds are unavailable to repair or reconstruct the Common Area or the Exclusive Common Area of any Neighborhood, the damaged or destroyed property shall be restored to its natural state and maintained by the Association in a neat and attractive condition. If insurance proceeds are insufficient to cover a repair or reconstruction, the Board may levy a special assessment to cover the shortfall, subject to the requirements of Section 5 of Article III above.

ARTICLE VI ARCHITECTURAL STANDARDS AND RESTRICTIONS

SECTION 1. PURPOSE. In order to establish and preserve a harmonious and aesthetically pleasing design for the Stewart's Forest project and to protect and promote the value of the Properties, the Lots shall be subject to the restrictions set forth in this Article VI. Every grantee of any interest in a Lot by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

SECTION 2. ARCHITECTURAL REVIEW COMMITTEE; MODIFICATIONS COMMITTEE. There is hereby established the Stewart's Forest Architectural Review Committee (sometimes hereinafter called the "ARC"), which shall have exclusive

jurisdiction over all original construction on the Lots and over modifications, additions, or alterations made on or to the residences and other improvements on the Lots.

The ARC shall (i) adopt such standards or guidelines as it determines for the construction or alteration of improvements on the Lots in the Properties (the "Builder Guidelines") and for landscaping (the "Landscaping Guidelines"), which guidelines may vary for different portions of the Properties or different platted subdivisions or Neighborhoods within the Properties, and (ii) establish application and review procedures for plans and specifications. The ARC shall make the Builder Guidelines and Landscaping Guidelines available to Owners and Builders who seek to engage in development of or construction upon a Lot and who shall conduct their operations strictly in accordance therewith. The ARC may establish and charge reasonable fees for its review of plans hereunder.

The ARC shall consist of three (3) members. Until the date on which it has sold all of its Lots within the Properties, the Declarant shall have the right to appoint all members of the ARC as well as the right to remove any member at any time. There shall be no surrender of this right prior to that time, except by a written instrument executed by Declarant and recorded in the real property records of Montgomery County, Texas. Following the expiration of such right, the Board of Directors shall have the right to appoint and remove the members of the ARC. The ARC is authorized, but not obligated, to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the ARC in performing its functions set forth herein. The costs of the services of such consultants shall be an Association Expense except to the extent such costs are covered by a plan review fee established by the ARC, if it elects to establish such fee.

The Board of Directors shall have the right, but not the obligation, at any time to create a separate committee known as the "Modifications Committee" to perform the obligations of the ARC hereinafter specified with respect to the review of plans for the alteration or modification of the improvements on a Lot after construction of the initial improvements. The Board shall also have the right to abolish such committee at any time. In the event such committee is created it shall consist of three (3) members appointed by the Board and the Board shall have the power to remove a member at any time. In the event a Modifications Committee is created, such committee shall have all of the duties and powers granted to the ARC in this Declaration with respect to the alteration or modification of improvements on a Lot in the Properties unless or until the Board determines there should no longer be two (2) separate committees and abolishes the Modifications Committee, in which event all such duties and powers shall thereafter be restored to the ARC.

SECTION 3. APPROVAL OF PLANS. No construction of improvements, or modifications, additions, or alterations to existing improvements, shall be commenced or maintained by or on behalf of any Owner with respect to any Lot in the Properties, including, without limitation, the construction or installation of sidewalks, driveways, parking

lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface a different color than the one previously approved), unless and until two (2) copies of the plans and specifications and related data (including, if required by the ARC, a survey showing the location of existing trees of six (6) inches in diameter at a height of four (4) feet above ground and other significant vegetation on such Lot) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the ARC as to the compliance of such plans and specifications with this Declaration, the applicable Supplemental Declaration(s), and the Builder Guidelines, including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the ARC, and the other copy shall be returned to the Owner marked "approved," "approved with conditions as noted," or "disapproved." The ARC may establish a reasonable fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his improvements, to paint the interior of the improvements on his Lot any color desired, or to repaint or restain the exterior of the improvements on his Lot with the same color which has been previously approved for such improvements. The ARC shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association.

Upon approval of plans and specifications, no further approval under this Article VI shall be required with respect thereto, unless construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. The ARC may disapprove plans and specifications for any reason which is consistent with the objects and purposes of this Declaration as determined by the ARC from time to time, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

SECTION 4. LANDSCAPING APPROVAL. To preserve the aesthetic appearance of the Stewart's Forest project, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed on a Lot in the Properties unless and until the plans therefor have been submitted to and approved in writing by the ARC. In the installation of landscaping and maintenance of his Lot, each Owner shall comply with the Landscaping Guidelines adopted by the ARC from time to time.

SECTION 5. APPROVAL NOT A GUARANTEE OR VARIANCE. The review and approval of plans pursuant to this Article is made on the basis of aesthetic considerations only and no approval of plans and specifications and no publication of the Builder Guidelines and/or the Landscaping Guidelines shall be construed as representing or

implying that such plans, specifications, or guidelines will, if followed, result in properly designed improvements. Such approvals and design guidelines shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, the ARC, nor any of their respective officers, partners, directors, employees, or members, shall be responsible or liable in damages or otherwise to any Person who submits plans for approval by reason of mistake of judgment, negligence or nonfeasance arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. The purpose of such review primarily is to conform the aesthetic appearances of development within the Properties. In addition, the approval of plans pursuant to this Article shall not be deemed to be a variance from the specific restrictions of this Declaration, the Builder Guidelines or the Landscaping Guidelines. All variances must be issued in accordance with the provisions of Section 8 of this Article.

SECTION 6. RIGHT TO INSPECT. Any member of the Board of Directors or the ARC and their representatives shall have the right, but not the obligation during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In the event the ARC shall determine that such plans and specifications have not been approved or are not being complied with, the ARC shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In addition to any other remedies available to the Association, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

SECTION 7. NO WAIVER OF FUTURE APPROVALS. The approval by the ARC of any plans and specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

SECTION 8. VARIANCES. The ARC may grant variances from compliance with the restrictions of this Declaration and from any of the Builder Guidelines and/or Landscaping Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, or (b) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any

permit, or the terms of any financing, shall not be considered a hardship warranting a variance.

ARTICLE VII
SPECIFIC USE RESTRICTIONS

SECTION 1. SINGLE FAMILY RESIDENCES. Each and every Lot in the Properties is hereby restricted to one (1) Single Family Residence and related outbuildings and improvements, including guest houses, servants quarters and greenhouses, and use for single-family residential purposes exclusively and no Single Family Residence shall be occupied by more than a Single Family.

No garage sale, yard sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or Occupant may conduct business activities within the Single Family Residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (c) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. The Board is authorized to promulgate rules and regulations to insure that home businesses comply with the above standards and to make factual determinations regarding the impact of a home business on the residential character of the Properties. If, in the judgment of the Board, a home business has a detrimental impact on the residential quality of the Properties or otherwise constitutes a nuisance, it is authorized to require that the Owner cease the home business or alter it to the Board's satisfaction. Notwithstanding anything contained in this Section, the Association may sponsor a community wide garage sale or rummage sale at such location or locations as the Board deems appropriate from time to time. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Single Family Residence shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or by a Builder with the approval of the Declarant, with respect to the development and sale of the Lots and Single Family Residences in the Properties.

SECTION 2. LIVING AREA REQUIREMENTS. The total living area of the Single Family Residence on a Lot shall not be less than the applicable minimum number of square feet or maximum number of square feet specified in the Supplemental Declaration

applicable to such Lot, if any, or in the Builder Guidelines adopted by the ARC which are applicable to such Lot. The Single Family Residences constructed on the Lots within the Initial Subdivisions shall contain not less than the following applicable minimum number of square feet:

<u>Initial Subdivision</u>	<u>Minimum Square Feet</u>
Stewart's Forest, Section 1	3,500
Stewart's Forest, Section 2	2,800
Stewart's Forest, Section 3	1,600
Stewart's Forest, Section 4	2,000

SECTION 3. TYPE OF CONSTRUCTION. A minimum of 50% of the exterior wall area of all Single Family Residences, exclusive of doors and windows, shall be masonry or brick veneer construction, unless a variance from this restriction is specifically approved in writing by the ARC. No detached garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the ARC. Every garage and accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character which incorporates wood construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

SECTION 4. GARAGES, DRIVEWAYS AND SIDEWALKS. Each Single Family Residence must have an attached or detached garage with an automatic garage door opener. Garage doors shall be kept closed except when opened for the entry or exit of vehicles. Each Owner shall construct and maintain at his expense a concrete driveway with a minimum width of ten (10) feet from the garage of his residence to the abutting Street, including the portion of the driveway in the street easement, and the Owner shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto. Each Owner shall also maintain, repair and replace, when necessary, the sidewalk along the front of his Lot as well as the sidewalk on the side of corner Lots, if sidewalks are required by the Builder Guidelines.

SECTION 5. ANTENNAE AND SATELLITE DISHES. No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by the regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. The Board is empowered to adopt rules governing the types of antennae that are permissible in the Properties and to establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that receipt of an acceptable signal would not be impaired, an antenna permissible pursuant to the Rules may only be installed in a side or rear yard location, not

visible from the Street, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations.

SECTION 6. ANIMALS AND PETS. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of a maximum of three (3) dogs, cats or other usual and common household pets (excluding in such maximum number, fish and birds); provided, however, those pets which are permitted to roam free, or which in the sole discretion of the Board, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants within the Properties may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Single Family Residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pet, the owner of a pet that has caused damage to property shall be responsible for compensating the owner of the damaged property, but the Association shall have no obligation to enforce such obligation. Animal control authorities shall be permitted to enter the Properties to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

SECTION 7. WINDOW AIR CONDITIONERS. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any Single Family Residence, except that the ARC may, at its discretion, permit window or wall type air conditioners to be installed if such unit, when installed, shall not be visible from a Street or any other Lot.

SECTION 8. RENTING OR LEASING. Single Family Residences may be rented or leased only by written leases and subject to the restriction that all tenants shall be subject to the terms and conditions of this Declaration and the rules and regulations promulgated by the Association as though such tenant were an Owner. Each Owner of a Single Family Residence agrees to cause his tenants to comply with this Declaration and the rules and regulations promulgated pursuant hereto, and is responsible and liable for all violations and losses caused by such tenants, notwithstanding the fact that such tenants are fully liable for any such violation. All provisions of this Declaration and of any rules and regulations promulgated pursuant hereto which govern the conduct of Owners of a Single Family Residence and which provide for sanctions against Owners shall also apply to all Occupants of a Single Family Residence even though such Occupants are not specifically mentioned. Each Owner who leases his residence shall provide the Association with the name of his tenant and a mailing address where such Owner can be contacted at all times.

SECTION 9. VEHICLES AND PARKING. The term "vehicles", as used herein, shall refer to all motorized vehicles including, without limitation, automobiles, trucks, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, campers, buses, and vans. No vehicle may be parked or left upon any Lot in the Properties, except in a garage or other area designated by the Board, and in driveways for such temporary periods as may be specified by the Board from time to time. Any vehicle parked or left not in

accordance with this section shall be considered a nuisance. No motorized vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles and vehicles authorized by the Board.

SECTION 10. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened from public view by planting or fencing. All rubbish, trash, and garbage shall be regularly removed and not allowed to accumulate. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 11. DRAINAGE. Catchbasins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant of a Lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains.

SECTION 12. CLOTHESLINES, GARBAGE CANS, WOODPILES, ETC. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property.

SECTION 13. WEAPONS AND FIREWORKS. The use of fireworks, firearms and other weapons within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and small firearms of all types. Nothing contained in this Declaration shall be construed to require the Association to take action to enforce this Section.

SECTION 14. TEMPORARY BUILDINGS. Temporary buildings or structures shall not be permitted on any Lot, provided, however, Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences and by contractors performing land development activities within the Properties for Declarant. Builders may use garages as sales offices for the time during which such Builders are marketing homes. At the time of the sale of a Single Family Residence by a Builder any garage appurtenant to such residence used for sales purposes must be reconverted to a functional garage in compliance with the plans approved by the ARC.

SECTION 15. GRASS AND SHRUBBERY. The Owner of each Lot shall install or cause to be installed solid sod grass in the area between the front of his residence and the

curb line of the abutting Street and the side yard of such Lot out to the curb on all corner Lots and landscape his Lot in accordance with the Landscaping Guidelines. Grass and weeds shall be kept mowed to prevent unsightly appearance, and all curbs, drives and walkways shall be kept edged. Dead or damaged trees shall be promptly removed or replaced, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. The Association may plant, install and maintain shrubbery and other screening devices on utility easements around boxes, transformers and other above-ground utility equipment, and mow and maintain the grass around such areas. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices, and mow and maintain grass around such areas following reasonable advance notice to the Owner of such Lot.

SECTION 16. TRAFFIC SIGHT AREAS. All Lots located at Street intersections shall be landscaped so as to permit safe sight across the Street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

SECTION 17. MAILBOXES AND HOUSE NUMBERS. Each Single Family Residence shall have an individual mailbox or assigned space in a cluster box which complies with U.S. Postal Service requirements and the specifications for mailboxes approved or prescribed by the Board or the ARC. The placement of an individual mailbox on a Lot shall be at a location approved by the ARC. Each Lot shall have a house number identifying its street address made of materials and a color or colors specified by the ARC in keeping with the overall character and aesthetics of the community. Different materials and/or colors for street numbers may be specified by the ARC for different Neighborhoods or platted subdivisions.

SECTION 18. DISPOSAL UNITS. Each kitchen in each Single Family Residence shall be equipped with a garbage disposal unit in a serviceable condition.

SECTION 19. PRIVATE UTILITY LINES. All electrical, telephone, telecommunication, natural gas and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed underground unless otherwise approved in writing by the ARC.

SECTION 20. ROOFTOP ELEMENTS. Unless otherwise approved by the ARC, all stack vents and attic ventilators shall be located on the rear slopes of roofs and mounted perpendicular to the ground plane. All exposed roof stack vents, flashings, attic ventilators, etc. on each Single Family Residence must be painted to match the color of the roof of the Single Family Residence unless otherwise approved by the ARC. No solar collectors shall be allowed on any roof slope visible from a Street, the Common Area or any other Lot.

SECTION 21. DECORATIONS. On front lawns of Lots and on any portion of a Lot visible from any Street, there shall be no decorative appurtenances placed, such as sculptures, birdbaths and birdhouses, fountains or other decorative embellishments of any kind unless such specific items have been approved in writing by the ARC as part of the landscaping plan for such Lot or are installed in accordance with Rules adopted by the Board for such purpose.

SECTION 22. PLAYGROUND EQUIPMENT. All playground equipment on a Lot must be placed at the rear of the Lot at a specific location approved by the ARC and behind a fence or otherwise screened from public view from any Street abutting the Lot.

SECTION 23. OUTBUILDINGS. No treehouse, children's playhouse, storage building, outbuilding or structure shall be permitted on any Lot in the Properties without prior written approval of the ARC or the Modifications Committee, as the case may require. Outbuildings or other structures, temporary or permanent, other than the main residence or garage shall be limited to ten feet (10') in height and each outbuilding may not exceed 120 square feet of floor area. The roof lines of any such outbuildings or structures shall have slope, color and materials similar to those of the main dwelling on the Lot. The floor of a treehouse or other playstructure must be not more than three (3) feet from the ground. Temporary structures may be used as building offices and other related purposes by Declarant or a Builder. Metal storage buildings shall not be permitted. The ARC or the Modifications Committee shall be entitled to review and approve or disapprove, without limitation, all outbuildings, playstructures (including basketball backboards and hoops), and storage structures. Any such outbuilding will be required to be constructed with material and design that is determined by the ARC or Modifications Committee to be architecturally and aesthetically compatible with the design of the Single Family Residence thereon and other structures in the Properties. All playground and recreational equipment pertaining to a Lot must be placed at the rear of such Lot. No basketball hoop and/or backboard shall be installed closer to the front or side Lot lines facing on any adjacent Street than the applicable building set-back line along such Street. No outbuilding or play structure will be permitted to (a) be placed on an easement; or (b) be located nearer to a Lot boundary than the applicable building set-back established by plat or Supplemental Declaration.

SECTION 24. SIGNS. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Single Family Residence, fence or other improvement upon such Lot so as to be visible from public view except the following:

(a) **For Sale Signs.** An Owner may erect one (1) sign on his Lot, not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of such Lot advertising the property for sale.

(b) **Declarant's Signs.** Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing and sale of the Lots.

(c) **Builders' Signs.** Any Builder may utilize one professional sign (of not more than five (5) square feet in size) per Lot for advertising and sales promotion of the residence on such Lot.

(d) **Political Signs.** Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within ten (10) days after such election.

(e) **School Spirit Signs.** Signs containing information about one or more children residing in the Single Family Residence and the school they attend shall be permitted so long as the sign is not more than 36" x 36". There shall be no more than one sign for each child under the age of eighteen (18), residing in the Single Family Residence. Banners are not permitted.

(f) **Security Signs/Stickers.** Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Single Family Residences shall be permitted so long as the sign is not more than 12" x 12" or the sticker is no more than 4" x 4". There shall be no more than one sign per Lot and stickers on no more than fifty percent (50%) of the windows and one on the front door or front entry area.

No sign permitted by this Section shall be lighted. In addition to any other remedies provided for in this Declaration, the Board of Directors or its duly authorized agent shall have the power to enter upon a Lot to remove any sign which violates this Section provided the violating Owner has been given forty-eight (48) hours written notice by the Board of Directors of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of Assessments.

SECTION 25. FENCES. No fence or wall shall be erected on any Lot nearer to the Street than the minimum setback from the Street shown on the plat of the subdivision containing such Lot; provided, however, on corner Lots the fence on the side of the Lot may be located on the lot line up to the point where the side Lot line intersects the setback at the front of the Lot. Further, unless otherwise approved by the ARC, no fence shall be constructed across or within a utility easement. The plans for all fences must be approved by the ARC which shall have the power to specify acceptable materials. No chain link fences shall be permitted within the Properties.

SECTION 26. WINDOW TREATMENTS. Within three (3) months of occupying a residence, the Owner of such residence shall install window treatments or coverings in accordance with the Builder Guidelines. Expressly prohibited both before and after the initial three (3) months of occupancy are any temporary or disposable coverings not

consistent with the aesthetics of the Subdivision, such as reflective materials, sheets, newspaper, shower curtains, fabric not sewn into finished curtains or draperies, paper, aluminum foil, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for permanent window coverings in a development of the same caliber as the Subdivision.

SECTION 27. OWNER'S MAINTENANCE. Each Owner and Occupant of a Lot shall at all times be obligated to maintain his property and all improvements thereupon (including the area between the boundary lines of his Lot and curb or edge of adjacent Streets), so as to keep same in a clean, sightly and safe condition and to conform with the Landscaping Guidelines and any specific standards which the Board of Directors may adopt by resolution for the Properties. Unless expressly assumed by the Association, an Owner's maintenance obligation shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements; the prompt removal of all paper, debris, and refuse; the removal and replacement of dead and diseased trees and plantings; the removal of all snow and ice from paved areas; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; the mowing, watering, fertilizing, weeding, replanting and replacing of all approved landscaping; and, during construction, the cleaning of dirt, construction debris and other construction-related refuse from Streets and storm drains and inlets at least every two (2) weeks. In the event an Owner fails to maintain his property as specified above, the Association may enter upon the applicable Lot to perform the necessary work as more specifically set forth in Section 8 of Article X hereof.

SECTION 28. DAMAGE AND DESTRUCTION. Each Owner shall maintain, at their expense, casualty insurance on their Single Family Residence in an amount not less than the replacement cost. In the event a Single Family Residence shall be partially or entirely destroyed by fire or other casualty, such Single Family Residence shall either be repaired and restored within a reasonable period of time or demolished and the Lot landscaped so that no damaged portion of the former structure remains visible. Subject only to the rights of the holder of a first Mortgage lien on a damaged or destroyed residence, the insurance proceeds from any insurance policy covering a damaged or destroyed Single Family Residence shall be first applied to such repair, restoration or replacement of such residence, or to the demolition of such residence and landscaping of such Lot. Each Owner shall be responsible for the repair, restoration, replacement or demolition of the Single Family Residence owned by such Owner pursuant to the terms of this Declaration. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and then current generally accepted design criteria) be in accordance with the plans and specifications for the original construction of the Single Family Residence unless otherwise approved by the ARC. If the proceeds of the insurance available to the Owner of a damaged Single Family Residence are insufficient to pay for the cost of repair, restoration or replacement following a casualty (or demolition and landscaping if the residence is to be demolished), the Owner of such Single Family Residence shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, replacement or demolition.

ARTICLE VIII
ANNEXATION OF ADDITIONAL PROPERTY AND DEANNEXATION

SECTION 1. UNILATERAL ANNEXATION BY DECLARANT. As long as the Declarant owns any property within the jurisdiction of the Association, the Declarant, as the owner thereof or, if not the owner, with the consent of the owner thereof, shall have the unilateral right, privilege, and option, but not the obligation, at any time and from time to time to annex additional real property adjacent to or in the vicinity of the Initial Subdivisions to the jurisdiction of the Association by filing for record either a Supplemental Declaration in respect to the property being annexed which subjects the lots within the annexed property to assessment by the Association on a uniform basis with all other Lots within the Association's jurisdiction or an instrument which describes the annexed property and subjects the lots therein to all of the provisions of this Declaration. Any such annexation shall be effective as to the property described therein upon the filing for record of such Supplemental Declaration or other instrument unless otherwise provided therein.

The right reserved by the Declarant to annex additional land shall not be implied or construed so as to impose any obligation upon Declarant to subject any of the property it owns other than the property within the Initial Subdivisions to this Declaration or to the jurisdiction of the Association. If such additional land is not annexed, Declarant has no obligation to impose any covenants and restrictions similar to those contained herein upon such land nor shall anything contained herein be construed to limit or restrict the use to which such land may be put by Declarant or by any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

SECTION 2. OTHER ANNEXATIONS. With the consent of the Owner thereof, the Association may annex other real property to the jurisdiction of the Association. Such annexation shall require the affirmative vote of a majority of the Class "A" Members present in person or by proxy at a meeting called for such purpose, and of the Declarant, so long as the Declarant owns property within the jurisdiction of the Association. Annexation pursuant to this Section 2 shall be accomplished by filing of record in the real property records of Montgomery County, Texas, an annexation agreement describing the property being annexed. Such annexation agreement shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein.

SECTION 3. RIGHTS OF OWNERS OF ANNEXED AREA. The Owners of Lots in annexed property shall be entitled to use the Common Area in the same manner and to the same extent of the Owners of all other property subject to the jurisdiction of the Association provided that such lots are subject to Assessments by the Association on a uniform basis, consistent with the provisions of this Declaration.

SECTION 4. DEANNEXATIONS. Without the approval of any other Owners or Members, the Declarant shall have the exclusive right to deannex and remove any portion

of the Properties which is not yet developed at the time of deannexation from the provisions of this Declaration and the jurisdiction of the Association. Such deannexation shall be accomplished by the execution and filing for record an instrument setting forth the land being deannexed.

ARTICLE IX MORTGAGEE PROVISIONS

The following provisions are for the benefit of the holders of Mortgages. To the extent applicable, necessary or proper, the provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained herein or therein.

SECTION 1. NOTICES OF ACTION. A Mortgagee who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the description of the affected property), will be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation loss or any casualty loss which affects the property on which there is a mortgage or deed of trust held, insured, or guaranteed by such Mortgagee; or
- (c) any delinquency in the payment of Assessments or charges owed by an Owner of the property subject to the Mortgage of such Mortgagee, where such delinquency has continued for a period of sixty (60) days.

SECTION 2. NO PRIORITY. No provision of this Declaration gives or shall be construed as giving any Owner or other party priority over any rights of the Mortgagees in the case of distribution of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

SECTION 3. NOTICE TO ASSOCIATION. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's property.

ARTICLE X GENERAL PROVISIONS

SECTION 1. TERM. Subject to amendment in accordance with the further provisions hereof, the provisions of this Declaration shall run with and bind the land and shall be and remain in effect for a period of forty (40) years after the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the Owners

of not less than a majority of the Lots subject to the provisions hereof agreeing to terminate this Declaration has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period, in which case this Declaration shall terminate at the end of its original term or the applicable extension period. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration may be extended and renewed as provided in this Section.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. AMENDMENT. This Declaration may be amended unilaterally at any time and from time to time by Declarant without approval by the Members or any Owners (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration; or (d) for any other purpose, provided that the amendment has no material adverse effect upon any right of any Owner or that the Owner or Owners so affected have consented thereto.

In addition to the amendments described above, this Declaration may be amended at any time by an instrument signed by the Owners of more than fifty percent (50%) of the Lots subject to this Declaration and, as long as the Class "B" Membership exists, the Declarant; provided, however, no amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant. Any amendment to this Declaration must be recorded in the real property records of Montgomery County, Texas.

SECTION 6. MERGER AND CONSOLIDATION. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same or similar

purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. No merger or consolidation shall be permitted except with the approval by two-thirds (2/3rds) vote of the Class "A" Members present in person or by proxy at a meeting called for such purpose and, until the termination of the Class "B" Membership, the Declarant.

SECTION 7. DISSOLUTION. The Association may be dissolved with the approval by two-thirds (2/3rds) vote of the Class "A" Members present in person or by proxy at a meeting called for such purpose and, until the termination of the Class "B" Membership, the Declarant. 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 that 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 devoted to such similar purposes.

SECTION 8. ENFORCEMENT. Each Owner and Occupant shall comply strictly with the covenants, conditions, and restrictions set forth in this Declaration, as may be amended from time to time, and with the rules and regulations adopted by the Board. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration or the rules and regulations shall be grounds for an action to recover sums due for damages, injunctive relief, or any other remedy available at law or in equity, maintainable by the Board, on behalf of the Association, or by any Owner of a portion of the Properties. Failure of the Board or any other Person to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall also have the right to enforce, by any proceeding at law or in equity, any other restrictions, conditions, covenants and liens imposed upon any portion of the Properties which by the terms of the instrument creating same grant the Association the power to enforce same, and failure of the Association to enforce such provisions shall in no event be deemed a waiver of the right to do so thereafter.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, its rules and regulations, the Builder Guidelines, or the Landscaping Guidelines. Except in the case of emergency situations, and as otherwise specified herein, the Association shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually

incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of Assessments.

SECTION 9. RIGHT OF ENTRY. The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Association's rules, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

SECTION 10. NOTICE OF SALE OR TRANSFER OF TITLE. In the event that an Owner sells or otherwise transfers title to his or her Lot, as specified in Section 3 of Article III such Owner shall give the Association written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Association, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of Assessments, notwithstanding the transfer of title to the Lot.

SECTION 11. CUMULATIVE EFFECT; CONFLICT. The covenants, restrictions and provisions of this Declaration shall be cumulative with the Supplemental Declarations; provided, however, in the event of conflict between the provisions of this Declaration and any Supplemental Declaration, the provisions of this Declaration shall prevail, it being intended that all Supplemental Declarations be subject and subordinate to this Declaration.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions is executed as of the 12th day of December 2002.

DECLARANT:

CRIGHTON PARK LIMITED,
a Texas limited partnership

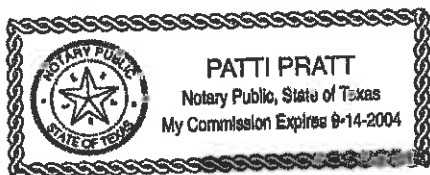
By: Transnational Investments, Inc.,
its general partner

By:


Benjamin Cheng, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on December 12, 2002 by Benjamin Cheng, President of Transnational Investments, Inc., a corporation which is the general partner of CRIGHTON PARK LIMITED, a Texas limited partnership, on behalf of said partnership.



Patti Pratt
Notary Public, State of Texas

Printed Name of Notary: _____

After Recording, Return To:
Coats, Rose, Yale, Ryman & Lee ✓
A Professional Corporation
Attorneys at Law
800 First City Tower
1001 Fannin
Houston, Texas 77002-6707

County: Montgomery
Project: Stewarts Forest Section 1
C.I. No.: 1396-02
Job Number: 2001-044-19

METES AND BOUNDS FOR 28.3126 ACRES

Being a 28.3126 acre tract of land located in the Ransom House Survey, A-245, in Montgomery County, Texas; said 28.3126 acre tract being out of a call 239.0 acre tract of land recorded in the name of Crighton Park Limited in Clerk's File Number 99103801 of the Official Records of Montgomery County, Texas; said 28.3126 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to southwest line of said 239.0 acre tract):

Commencing at the northwest corner of said 239.0 acre tract, same being on the easterly line of a 150-foot wide Gulf States Utilities Easement recorded in Volume 289, Page 382, Volume 291, Page 399, Volume 293, Page 111, Volume 296, Page 305, Volume 303, Page 42, Volume 303, Page 43 and Volume 319, Page 222 of the Deed Records of Montgomery County, Texas, same being on the southerly right-of-way line of Loop 336 (width varies), recorded Clerk's File Number 8715615 and Film Code No. 457-01-0368 of the Montgomery County Official Public Records Of Real Property (M.C.O.P.R.R.P), from which a Texas Department of Transportation monument found bears North 19 degrees 56 minutes 50 seconds West, a distance of 0.45 feet;

Thence, with said south right-of-way line, the following four (4) courses:

North 57 degrees 53 minutes 38 seconds East, a distance of 121.63 feet to a 5/8-inch iron rod found in concrete;

North 22 degrees 18 minutes 35 seconds East, a distance of 54.45 feet;

North 61 degrees 35 minutes 57 seconds East, a distance of 70.89 feet to a 1/2-inch iron rod found;

1,742.20 feet along the arc of a curve to the right, said curve having a central angle of 27 degrees 20 minutes 54 seconds, a radius of 3,650 feet and a chord that bears North 75 degrees 16 minutes 24 seconds East, a distance of 1,725.71 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set at the **Point of Beginning**;

1. Thence, 298.30 feet along the arc of a curve to the right, said curve having a central angle of 04 degrees 40 minutes 57 seconds, a radius of 3,650.00 feet and a chord that bears South 88 degrees 42 minutes 41 seconds East, a distance of 298.22 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

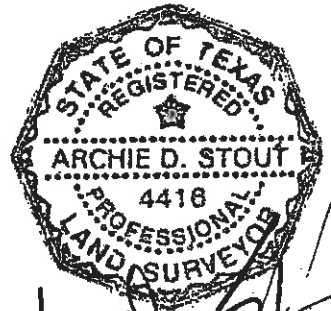
2. Thence, South 46 degrees 28 minutes 41 seconds West, a distance of 118.56 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
3. Thence, South 01 degrees 17 minutes 19 seconds West, a distance of 241.33 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
4. Thence, 262.18 feet along the arc of a curve to the right, said curve having a central angle of 07 degrees 16 minutes 28 seconds, a radius of 2,065.00 feet and a chord that bears South 04 degrees 55 minutes 33 seconds West, a distance of 262.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
5. Thence, 53.42 feet along the arc of a curve to the right, said curve having a central angle of 05 degrees 53 minutes 09 seconds, a radius of 520.00 feet and a chord that bears South 11 degrees 31 minutes 56 seconds West, a distance of 53.39 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
6. Thence, South 14 degrees 28 minutes 31 seconds West, a distance of 15.89 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
7. Thence, South 75 degrees 33 minutes 25 seconds East, a distance of 120.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
8. Thence, South 78 degrees 23 minutes 46 seconds East, a distance of 229.27 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
9. Thence, North 89 degrees 24 minutes 30 seconds East, a distance of 450.89 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
10. Thence, South 28 degrees 26 minutes 05 seconds East, a distance of 132.16 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
11. Thence, South 50 degrees 37 minutes 38 seconds East, a distance of 168.23 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
12. Thence, North 74 degrees 28 minutes 23 seconds East, a distance of 251.29 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
13. Thence, South 21 degrees 19 minutes 43 seconds East, a distance of 927.01 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
14. Thence, South 30 degrees 09 minutes 26 seconds West, a distance of 219.56 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

15. Thence, North 86 degrees 02 minutes 57 seconds West, a distance of 727.75 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
16. Thence, North 00 degrees 37 minutes 06 seconds West, a distance of 391.05 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
17. Thence, North 07 degrees 00 minutes 20 seconds East, a distance of 101.25 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
18. Thence, North 04 degrees 22 minutes 54 seconds West, a distance of 126.43 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
19. Thence, North 34 degrees 27 minutes 17 seconds West, a distance of 81.02 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
20. Thence, North 58 degrees 43 minutes 35 seconds West, a distance of 85.59 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
21. Thence, North 85 degrees 34 minutes 06 seconds West, a distance of 90.33 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
22. Thence, South 57 degrees 59 minutes 10 seconds West, a distance of 28.09 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
23. Thence, North 88 degrees 47 minutes 37 seconds West, a distance of 234.15 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
24. Thence, North 83 degrees 03 minutes 21 seconds West, a distance of 130.44 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
25. Thence, North 76 degrees 13 minutes 16 seconds West, a distance of 134.81 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
26. Thence, North 85 degrees 13 minutes 14 seconds West, a distance of 127.81 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
27. Thence, North 75 degrees 45 minutes 10 seconds West, a distance of 20.02 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
28. Thence, 416.00 feet along the arc of a curve to the left, said curve having a central angle of 08 degrees 02 minutes 20 seconds, a radius of 2,965.00 feet and a chord that bears South 12 degrees 47 minutes 35 seconds West, a distance of 415.66 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

29. Thence, 38.35 feet along the arc of a curve to the left, said curve having a central angle of 87 degrees 53 minutes 45 seconds, a radius of 25.00 feet and a chord that bears South 35 degrees 10 minutes 27 seconds East, a distance of 34.70 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
30. Thence, South 07 degrees 29 minutes 57 seconds West, a distance of 85.91 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
31. Thence, 38.28 feet along the arc of a curve to the left, said curve having a central angle of 87 degrees 43 minutes 36 seconds, a radius of 25.00 feet and a chord that bears South 49 degrees 59 minutes 24 seconds West, a distance of 34.65 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
32. Thence, North 83 degrees 52 minutes 24 seconds West, a distance of 70.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
33. Thence, 38.70 feet along the arc of a curve to the left, said curve having a central angle of 88 degrees 41 minutes 21 seconds, a radius of 25.00 feet and a chord that bears North 38 degrees 13 minutes 05 seconds West, a distance of 34.95 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
34. Thence, North 07 degrees 26 minutes 15 seconds East, a distance of 90.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
35. Thence, 38.70 feet along the arc of a curve to the left, said curve having a central angle of 88 degrees 41 minutes 21 seconds, a radius of 25.00 feet and a chord that bears North 53 degrees 05 minutes 34 seconds East, a distance of 34.95 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
36. Thence, 427.16 feet along the arc of a curve to the right, said curve having a central angle of 08 degrees 03 minutes 51 seconds, a radius of 3,035.00 feet and a chord that bears North 12 degrees 46 minutes 49 seconds East, a distance of 426.81 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
37. Thence, North 16 degrees 48 minutes 45 seconds East, a distance of 227.22 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
38. Thence, 182.97 feet along the arc of a curve to the left, said curve having a central angle of 08 degrees 44 minutes 10 seconds, a radius of 1,200.00 feet and a chord that bears North 12 degrees 26 minutes 40 seconds East, a distance of 182.79 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

Page 5 of 5 Pages

39. Thence, North 08 degrees 04 minutes 35 seconds East, a distance of 78.50 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
40. Thence, 9.79 feet along the arc of a curve to the left, said curve having a central angle of 01 degrees 07 minutes 19 seconds, a radius of 500.00 feet and a chord that bears North 08 degrees 38 minutes 14 seconds East, a distance of 9.79 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
41. Thence, 269.89 feet along the arc of a curve to the left, said curve having a central angle of 07 degrees 54 minutes 35 seconds, a radius of 1,955.00 feet and a chord that bears North 05 degrees 14 minutes 37 seconds East, a distance of 269.67 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
42. Thence, North 01 degrees 17 minutes 19 seconds East, a distance of 221.66 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
43. Thence, North 43 degrees 57 minutes 16 seconds West, a distance of 146.61 feet to the **Point of Beginning** and containing 28.3126 acres of land.



Archie D. Stout
12-10-02

Page 1 of 4 Pages

County: Montgomery
Project: Stewarts Forest Section 2
C.I. No.: 1346-02
Job Number: 2001-069-07

METES AND BOUNDS FOR 25.2513 ACRES

Being a 25.2513 acre tract of land located in the Ransom House Survey, A-245, in Montgomery County, Texas; said 25.2513 acre tract being out of a call 239.0 acre tract of land recorded in the name of Crighton Park Limited in Clerk's File Number 99103801 of the Official Records of Montgomery County, Texas; said 25.2513 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to southwest line of said 239.0 acre tract):

Commencing at the northwest corner of said 239.0 acre tract, same being on the easterly line of a 150-foot wide Gulf States Utilities Easement recorded in Volume 289, Page 382, Volume 291, Page 399, Volume 293, Page 111, Volume 296, Page 305, Volume 303, Page 42, Volume 303, Page 43 and Volume 319, Page 222 of the Deed Records of Montgomery County, Texas, same being on the southerly right-of-way line of Loop 336 (width varies), from which a Texas Department of Transportation monument found bears North 19 degrees 56 minutes 50 seconds West, a distance of 0.45 feet;

Thence, crossing said 239.0 acre tract, South 74 degrees 39 minutes 14 seconds East, a distance of 1944.81 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set at the **Point of Beginning**;

Thence, crossing aforesaid 239.0 acre tract, the following thirty five (35) courses:

1. South 75 degrees 45 minutes 10 seconds East, a distance of 20.02 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
2. South 85 degrees 13 minutes 14 seconds East, a distance of 127.81 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
3. South 76 degrees 13 minutes 16 seconds East, a distance of 134.81 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
4. South 83 degrees 03 minutes 21 seconds East, a distance of 130.44 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
5. South 88 degrees 47 minutes 37 seconds East, a distance of 234.15 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

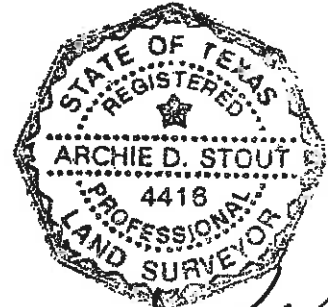
6. North 57 degrees 59 minutes 10 seconds East, a distance of 28.09 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
7. South 85 degrees 34 minutes 06 seconds East, a distance of 90.33 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
8. South 58 degrees 43 minutes 35 seconds East, a distance of 85.59 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
9. South 34 degrees 27 minutes 17 seconds East, a distance of 81.02 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
10. South 04 degrees 22 minutes 54 seconds East, a distance of 126.43 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
11. South 07 degrees 01 minutes 35 seconds West, a distance of 101.13 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
12. South 00 degrees 37 minutes 19 seconds East, a distance of 459.88 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
13. South 24 degrees 14 minutes 21 seconds West, a distance of 210.91 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
14. South 47 degrees 57 minutes 56 seconds West, a distance of 290.73 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
15. South 89 degrees 54 minutes 08 seconds West, a distance of 187.13 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
16. North 71 degrees 26 minutes 33 seconds West, a distance of 15.63 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
17. South 89 degrees 54 minutes 08 seconds West, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
18. South 71 degrees 15 minutes 32 seconds West, a distance of 15.64 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
19. South 89 degrees 54 minutes 08 seconds West, a distance of 135.64 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

20. South 88 degrees 30 minutes 07 seconds West, a distance of 94.06 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
21. South 86 degrees 44 minutes 19 seconds West, a distance of 94.06 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
22. North 50 degrees 48 minutes 49 seconds West, a distance of 77.11 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
23. North 06 degrees 11 minutes 12 seconds West, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
24. North 04 degrees 30 minutes 58 seconds West, a distance of 111.73 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
25. North 02 degrees 37 minutes 15 seconds West, a distance of 83.10 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
26. North 01 degrees 00 minutes 14 seconds West, a distance of 83.11 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
27. North 00 degrees 36 minutes 47 seconds East, a distance of 83.10 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
28. North 02 degrees 13 minutes 47 seconds East, a distance of 83.10 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
29. North 03 degrees 50 minutes 48 seconds East, a distance of 83.10 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
30. North 85 degrees 20 minutes 42 seconds West, a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
31. 76.16 feet along the arc of a curve to the right, said curve having a central angle of 01 degrees 28 minutes 18 seconds, a radius of 2965.00 feet and a chord that bears North 05 degrees 23 minutes 27 seconds East, a distance of 76.16 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
32. 38.28 feet along the arc of a curve to the right, said curve having a central angle of 87 degrees 43 minutes 36 seconds, a radius of 25.00 feet and a chord that bears North 49 degrees 59 minutes 24 seconds East, a distance of 34.65 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

Page 4 of 4 Pages

33. North 07 degrees 29 minutes 57 seconds East, a distance of 85.91 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
34. 38.35 feet along the arc of a curve to the right, said curve having a central angle of 87 degrees 53 minutes 45 seconds, a radius of 25.00 feet and a chord that bears North 35 degrees 10 minutes 27 seconds West, a distance of 34.70 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
35. 416.00 feet along the arc of a curve to the right, said curve having a central angle of 08 degrees 02 minutes 20 seconds, a radius of 2965.00 feet and a chord that bears North 12 degrees 47 minutes 35 seconds East, a distance of 415.66 feet to the **Point of Beginning** and containing 25.2513 acres of land.

An exhibit was prepared for this description, dated October 18, 2002 and named 134602.dgn.



A handwritten signature in black ink, appearing to read "Archie D. Stout", written over the bottom portion of the professional seal.

1078-02

LOOP 336
(WIDTH VARIES)

NORTHWEST CORNER
239.0 ACRE TRACT
FROM WHICH A
FND. TXDOT MONUMENT
BEARS N 19 56' 50" W 0.45'

P.O.C.

CALL 239.0 ACRES
CRIGHTON PARK LIMITED
F.N. 99103801
O.P.R.R.P.M.C.T.

CALL 239.0 ACRES
CRIGHTON PARK LIMITED
F.N. 99103801
O.P.R.R.P.M.C.T.

P.O.B.

PROPOSED
STEWARTS FOREST
SECTION 3

PROPOSED
STEWARTS FOREST
SECTION 4

PROPOSED
STEWARTS FOREST
SECTION 2

CALL 239.0 ACRES
CRIGHTON PARK LIMITED
F.N. 99103801
O.P.R.R.P.M.C.T.

(RESIDUE)
CALL 2864.2782 ACRES
EXXON CORPORATION
F.N. 920052B
O.P.R.R.P.M.C.T.

RANSOM HOUSE SURVEY, A-245
SURVEY LINE
JOSEPH HOUSE SURVEY, A-250

150' WIDE GULF STATES UTILITIES ESRMT.
150' WIDE GULF STATES UTILITIES ESRMT.
150' WIDE GULF STATES UTILITIES ESRMT.
150' WIDE GULF STATES UTILITIES ESRMT.
150' WIDE GULF STATES UTILITIES ESRMT.
150' WIDE GULF STATES UTILITIES ESRMT.
150' WIDE GULF STATES UTILITIES ESRMT.
150' WIDE GULF STATES UTILITIES ESRMT.
150' WIDE GULF STATES UTILITIES ESRMT.
150' WIDE GULF STATES UTILITIES ESRMT.



Costello, Inc.

ENGINEERING AND SURVEYING
9990 RICHMOND AVE., SUITE 450
NORTH BUILDING
HOUSTON, TEXAS 77042

STEWARTS FOREST SECTION 2 25.2513 ACRES

DRAWN BY: TL	DATE: 10-18-02	SCALE: 1"=400'
CHECKED BY: AS	JOB NO: 2001069-07	134602.DGN

EXHIBIT A

207-10-2969

Page 1 of 4 Pages

County: Montgomery
Project: Stewarts Forest Section 3
C.I. No.: 1331-02
Job Number: 2001-070-07

METES AND BOUNDS FOR 29.8053 ACRES

Being a 29.8053 acre tract of land located in the Ransom House Survey, A-245, in Montgomery County, Texas; said 29.8053 acre tract being out of a call 239.0 acre tract of land recorded in the name of Crighton Park Limited in Clerk's File Number 99103801 of the Official Records of Montgomery County, Texas; said 29.8053 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to southwest line of said 239.0 acre tract):

Commencing at the northwest corner of said 239.0 acre tract, same being on the easterly line of a 150-foot wide Gulf States Utilities Easement recorded in Volume 289, Page 382, Volume 291, Page 399, Volume 293, Page 111, Volume 296, Page 305, Volume 303, Page 42, Volume 303, Page 43 and Volume 319, Page 222 of the Deed Records of Montgomery County, Texas, same being on the southerly right-of-way line of Loop 336 (width varies), from which a Texas Department of Transportation monument found bears North 19 degrees 56 minutes 50 seconds West, a distance of 0.45 feet;

Thence, with the westerly line of said 239.0 acre tract and said easterly line, South 22 degrees 44 minutes 18 seconds East, a distance of 519.53 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set at the **Point of Beginning**;

1. Thence, leaving said westerly line and said easterly line, North 67 degrees 15 minutes 42 seconds East, a distance of 586.81 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
2. Thence, North 68 degrees 25 minutes 55 seconds East, a distance of 124.57 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
3. Thence, North 70 degrees 38 minutes 50 seconds East, a distance of 111.28 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
4. Thence, North 72 degrees 44 minutes 16 seconds East, a distance of 111.28 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set ;
5. Thence, North 74 degrees 49 minutes 42 seconds East, a distance of 111.28 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set ;

Page 2 of 4 Pages

6. Thence, North 76 degrees 55 minutes 08 seconds East, a distance of 111.28 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
7. Thence, North 79 degrees 00 minutes 33 seconds East, a distance of 111.28 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set ;
8. Thence, North 81 degrees 05 minutes 59 seconds East, a distance of 111.28 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
9. Thence, North 83 degrees 11 minutes 25 seconds East, a distance of 111.28 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
10. Thence, North 85 degrees 21 minutes 40 seconds East, a distance of 119.84 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
11. Thence, North 87 degrees 26 minutes 04 seconds East, a distance of 100.87 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
12. Thence, North 89 degrees 13 minutes 59 seconds East, a distance of 90.62 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
13. Thence, 5.48 feet along the arc of a curve to the left, said curve having a central angle of 00 degrees 37 minutes 41 seconds, a radius of 500.00 feet and a chord that bears South 08 degrees 23 minutes 25 seconds West, a distance of 5.48 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
14. Thence, South 08 degrees 04 minutes 35 seconds West, a distance of 78.50 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
15. Thence, 182.97 feet along the arc of a curve to the right, said curve having a central angle of 08 degrees 44 minutes 10 seconds, a radius of 1,200.00 feet and a chord that bears South 12 degrees 26 minutes 40 seconds West, a distance of 182.79 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
16. Thence, South 16 degrees 48 minutes 45 seconds West, a distance of 227.22 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
17. Thence, 427.16 feet along the arc of a curve to the left, said curve having a central angle of 08 degrees 03 minutes 51 seconds, a radius of 3,035.00 feet and a chord that bears South 12 degrees 46 minutes 49 seconds West, a distance of 426.81 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

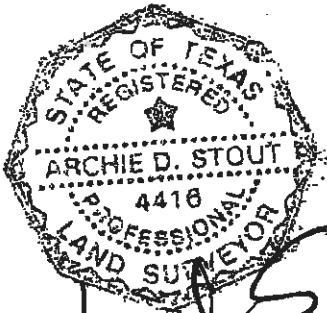
Page 3 of 4 Pages

18. Thence, 38.70 feet along the arc of a curve to the right, said curve having a central angle of 88 degrees 41 minutes 21 seconds, a radius of 25.00 feet and a chord that bears South 53 degrees 05 minutes 34 seconds West, a distance of 34.95 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
19. Thence, South 07 degrees 26 minutes 15 seconds West, a distance of 90.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
20. Thence, North 82 degrees 33 minutes 45 seconds West, a distance of 100.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
21. Thence, 39.82 feet along the arc of a curve to the left, said curve having a central angle of 91 degrees 16 minutes 10 seconds, a radius of 25.00 feet and a chord that bears South 51 degrees 48 minutes 10 seconds West, a distance of 35.74 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
22. Thence, 5.78 feet along the arc of a curve to the left, said curve having a central angle of 00 degrees 06 minutes 14 seconds, a radius of 3,185.00 feet and a chord that bears South 06 degrees 06 minutes 58 seconds West, a distance of 5.78 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
23. Thence, North 83 degrees 56 minutes 09 seconds West, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
24. Thence, 93.47 feet along the arc of a curve to the right, said curve having a central angle of 01 degrees 39 minutes 19 seconds, a radius of 3,235.00 feet and a chord that bears North 06 degrees 53 minutes 31 seconds East, a distance of 93.46 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
25. Thence, North 82 degrees 50 minutes 05 seconds West, a distance of 104.97 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
26. Thence, South 87 degrees 22 minutes 10 seconds West, a distance of 77.64 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
27. Thence, South 81 degrees 33 minutes 05 seconds West, a distance of 77.65 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
28. Thence, South 75 degrees 44 minutes 29 seconds West, a distance of 77.43 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
29. Thence, South 69 degrees 57 minutes 20 seconds West, a distance of 77.10 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

Page 4 of 4 Pages

- 30. Thence, South 67 degrees 15 minutes 42 seconds West, a distance of 635.63 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set on aforesaid westerly line and aforesaid easterly line;
- 31. Thence, with said westerly line and said easterly line, North 22 degrees 44 minutes 18 seconds West, a distance of 815.00 feet to the **Point of Beginning** and containing 29.8053 acres of land.

An exhibit was prepared for this description, dated September 24, 2002 and named 133102.dgn.



Archie D. Stout
10-2-02

207-10-2973



LOOP 336
(WIDTH VARIES)

P.O.C.

NORTHWEST CORNER
239.0 ACRE TRACT
FROM WHICH A
FND. TKDOT MONUMENT
BEARS N 19 58' 50" W 0.45'

CALL 239.0 ACRES
CRIGHTON PARK LIMITED
F.N. 99103801
O.P.R.R.P.M.C.T.

P.O.B.

PROPOSED
STEWARTS FOREST
SECTION 3

(RESIDUE)
CALL 2864.2782 ACRES
EXXON CORPORATION
F.N. 9200528
O.P.R.R.P.M.C.T.

150.0 MILE GULF STATES UTILITIES E.S.M.T.
VOL. 289 PG. 305 VOL. 318 PG. 222 O.P.R.R.C.
VOL. 298 PG. 305 VOL. 303 PG. 222 O.P.R.R.C.
VOL. 297 PG. 305 VOL. 303 PG. 222 O.P.R.R.C.
VOL. 296 PG. 305 VOL. 303 PG. 222 O.P.R.R.C.

CALL 239.0 ACRES
CRIGHTON PARK LIMITED
F.N. 99103801
O.P.R.R.P.M.C.T.

Costello, Inc.

ENGINEERING AND SURVEYING
9990 RICHMOND AVE., SUITE 450
NORTH BUILDING
HOUSTON, TEXAS 77042

STEWARTS FOREST
SECTION 3
29.8053 ACRES

EXHIBIT A

2-10-2974

Page 1 of 4 Pages

County: Montgomery
Project: Stewarts Forest Section 4
C.I. No.: 1334-02
Job Number: 2002-013-09

METES AND BOUNDS FOR 20.3046 ACRES

Being a 20.3046 acre tract of land located in the Ransom House Survey, A-245, in Montgomery County, Texas; said 20.3046 acre tract being out of a call 239.0 acre tract of land recorded in the name of Crighton Park Limited in Clerk's File Number 99103801 of the Official Records of Montgomery County, Texas; said 20.3046 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to southwest line of said 239.0 acre tract):

Commencing at the northwest corner of said 239.0 acre tract, same being on the easterly line of a 150-foot wide Gulf States Utilities Easement recorded in Volume 289, Page 382, Volume 291, Page 399, Volume 293, Page 111, Volume 296, Page 305, Volume 303, Page 42, Volume 303, Page 43 and Volume 319, Page 222 of the Deed Records of Montgomery County, Texas, same being on the southerly right-of-way line of Loop 336 (width varies), from which a Texas Department of Transportation monument found bears North 19 degrees 56 minutes 50 seconds West, a distance of 0.45 feet;

Thence, with the westerly line of said 239.0 acre tract and said easterly line, South 22 degrees 44 minutes 18 seconds East, a distance of 1,334.53 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set at the **Point of Beginning**;

1. Thence, leaving said westerly line and said easterly line, North 67 degrees 15 minutes 42 seconds East, a distance of 635.63 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
2. Thence, North 69 degrees 57 minutes 20 seconds East, a distance of 77.10 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
3. Thence, North 75 degrees 44 minutes 29 seconds East, a distance of 77.43 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
4. Thence, North 81 degrees 33 minutes 05 seconds East, a distance of 77.65 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
5. Thence, North 87 degrees 22 minutes 10 seconds East, a distance of 77.64 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

207-10-2975

Page 2 of 4 Pages

6. Thence, South 82 degrees 50 minutes 05 seconds East, a distance of 104.97 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
7. Thence, 93.47 feet along the arc of a curve to the left, said curve having a central angle of 01 degrees 39 minutes 19 seconds, a radius of 3,235.00 feet and a chord that bears South 06 degrees 53 minutes 31 seconds West, a distance of 93.46 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set ;
8. Thence, South 83 degrees 56 minutes 09 seconds East, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
9. Thence, 5.78 feet along the arc of a curve to the right, said curve having a central angle of 00 degrees 06 minutes 14 seconds, a radius of 3,185.00 feet and a chord that bears North 06 degrees 06 minutes 58 seconds East, a distance of 5.78 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
10. Thence, 39.82 feet along the arc of a curve to the right, said curve having a central angle of 91 degrees 16 minutes 10 seconds, a radius of 25.00 feet and a chord that bears North 51 degrees 48 minutes 10 seconds East, a distance of 35.74 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
11. Thence, South 82 degrees 33 minutes 45 seconds East, a distance of 100.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
12. Thence, 38.70 feet along the arc of a curve to the right, said curve having a central angle of 88 degrees 41 minutes 21 seconds, a radius of 25.00 feet and a chord that bears South 38 degrees 13 minutes 05 seconds East, a distance of 34.95 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
13. Thence, 62.97 feet along the arc of a curve to the left, said curve having a central angle of 01 degrees 11 minutes 19 seconds, a radius of 3,035.00 feet and a chord that bears South 05 degrees 31 minutes 56 seconds West, a distance of 62.97 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
14. Thence, North 85 degrees 03 minutes 43 seconds West, a distance of 30.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
15. Thence, South 04 degrees 17 minutes 24 seconds West, a distance of 69.32 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
16. Thence, South 02 degrees 59 minutes 39 seconds West, a distance of 69.32 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

207-10-2976

Page 3 of 4 Pages

17. Thence, South 01 degrees 41 minutes 54 seconds West, a distance of 69.32 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
18. Thence, South 00 degrees 24 minutes 09 seconds West, a distance of 69.32 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set ;
19. Thence, South 00 degrees 53 minutes 36 seconds East, a distance of 69.32 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
20. Thence, South 02 degrees 11 minutes 22 seconds East, a distance of 69.32 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
21. Thence, South 03 degrees 29 minutes 17 seconds East, a distance of 69.62 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
22. Thence, South 04 degrees 55 minutes 40 seconds East, a distance of 84.41 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
23. Thence, South 06 degrees 14 minutes 37 seconds East, a distance of 56.37 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
24. Thence, South 35 degrees 21 minutes 24 seconds West, a distance of 60.98 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
25. Thence, South 81 degrees 01 minutes 28 seconds West, a distance of 33.89 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
26. Thence, South 78 degrees 49 minutes 43 seconds West, a distance of 100.23 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
27. Thence, South 77 degrees 06 minutes 40 seconds West, a distance of 69.32 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
28. Thence, South 75 degrees 33 minutes 46 seconds West, a distance of 69.31 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
29. Thence, South 74 degrees 00 minutes 52 seconds West, a distance of 69.31 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
30. Thence, South 72 degrees 27 minutes 58 seconds West, a distance of 69.31 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

207-10-2977

LOOP 336
(WIDTH VARIES)

P.O.C.

NORTHWEST CORNER
239.0 ACRE TRACT
FROM WHICH A
FIND, TxDOT MONUMENT
CARS N 19° 58' 50" W 0.45'

CALL 239.0 ACRES
CRIGHTON PARK LIMITED
F.N. 99103801
O.P.R.R.P.M.C.T.

PROPOSED
STEWARTS FOREST
SECTION 3



P.O.B.

PROPOSED
STEWARTS FOREST
SECTION 4

150' WIDE GULF STATES UTILITIES ESMT.
VOL. 258 PG. 187 VOL. 258 PG. 187 VOL. 258 PG. 187
VOL. 258 PG. 187 VOL. 258 PG. 187 VOL. 258 PG. 187

CALL 239.0 ACRES
CRIGHTON PARK LIMITED
F.N. 99103801
O.P.R.R.P.M.C.T.

(RESIDUE)
CALL 2864.2782 ACRES
EXXON CORPORATION
F.N. 9200528
O.P.R.R.P.M.C.T.

Costello, Inc.

ENGINEERING AND SURVEYING
8990 RICHMOND AVE., SUITE 450
NORTH BUILDING
HOUSTON, TEXAS 77042

STEWARTS FOREST
SECTION 4
20.3046 ACRES

207-10-2978

FILED FOR RECORD

2002 DEC 16 AM 10:07

Mark Tubball
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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

DEC 16 2002



Mark Tubball
County Clerk
Montgomery County, Texas

2004-010596

511-10-1874

4

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STEWART'S FOREST**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STEWART'S FOREST (this "Amendment") is made as of the date and year set forth on the signature page hereof, by CRIGHTON PARK LIMITED, a Texas limited partnership (herein referred to and acting as "Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STEWART'S FOREST (the "Declaration") which was filed on December 16, 2002 under Clerk's File No. 2002-131228 and recorded under Film Code No. 207-10-2917 in the Official Public Records of Real Property of Montgomery County, Texas (the "Official Records");

WHEREAS the Declaration presently encumbers (i) Stewart's Forest, Section 1, a subdivision according to the plat thereof filed under Clerk's File No. 2003-130861 and recorded in Cabinet V, Sheet 51 of the Official Records; (ii) Stewart's Forest, Section 2, a subdivision according to the plat thereof filed under Clerk's File No. 2003-140350 and recorded in Cabinet V, Sheet 66 of the Official Records; (iii) Stewart's Forest, Section 3, a subdivision according to the plat thereof filed under Clerk's File No. 2003-140525 and recorded in Cabinet V, Sheet 70 of the Official Records; and (iv) Stewart's Forest, Section 4, a subdivision according to the plat thereof filed under Clerk's File No. 2003-140527 and recorded in Cabinet V, Sheet 73 of the Official Records;

WHEREAS, Section 5 of Article X of the Declaration provides that it may be amended unilaterally by Declarant without approval by the Members or any Owners;

WHEREAS, the Declarant wishes to unilaterally amend the Declaration in certain respects.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Section 11 of Article VII of the Declaration is hereby amended and restated to read as follows:

"Section 11. DRAINAGE. A two and one-half foot (2.5') wide unobstructed drainage area is hereby created adjacent to, and running the length of, each side and rear lot line of each Lot (the "Drainage Area") for purposes of

channeling drainage flows as part of the overall drainage pattern within the Properties.

"Each Owner of a Lot agrees for himself, his heirs, legal representatives, assigns or successors-in-interest that he will not in any way interfere with the Drainage Area upon his Lot nor the drainage pattern within such Drainage Area, nor shall any Owner interfere with the drainage pattern from adjoining Lots.

"Each Drainage Area upon a Lot shall remain unobstructed by any building, pavement, landscaping, or other structure, except that such improvements may be constructed within or across the Drainage Area, provided they in no manner impede the free flow of surface water drainage. After substantial completion of a residence upon a Lot, the Lot (including the Drainage Area) shall be maintained by the Owner of such Lot so that surface water will generally flow to streets, drainage easements, or Common Areas and will not cause undue erosion upon any Lot. Owners causing, either directly or indirectly, erosion or other damage to personal or real property due to inadequate or defective drainage measures on their Lot shall be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property. Any such damaged parties (and not the Declarant nor any municipality nor any governmental entity) shall be responsible for instituting action to correct any such inadequate or defective drainage systems. Each Owner shall be solely responsible for complying with all local, state and federal rules and regulations regarding drainage and run-off upon their Lot."

"The Association, the Declarant and their successors and assigns shall have the right to enter upon any Lot for the purpose of inspecting the Drainage Area as well as for purposes of improving, constructing, or maintaining the Drainage Area as part of the overall surface water drainage system, as may be necessary in the event the Owner fails to adequately do so."

2. Except as expressly amended hereby, the Declaration of Covenants, Conditions and Restrictions for Stewart's Forest is not affected hereby and the same is ratified as being in full force and effect.

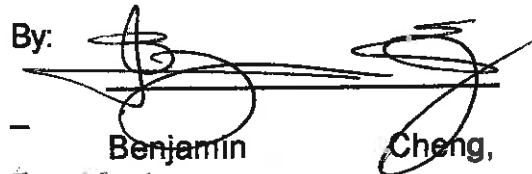
IN WITNESS WHEREOF, this Amendment is executed effective as of the 19 day of January 2004.

DECLARANT:

CRIGHTON PARK LIMITED, a Texas
limited partnership

5110-1876

By: Transnational Investments, Inc.,
its general partner

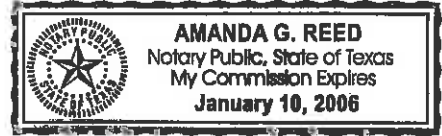
By: 
- Benjamin Cheng,
President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 19th day of January, 2004 by Benjamin Cheng, President of Transnational Investments, Inc. which is the general partner of CRIGHTON PARK LIMITED, a Texas limited partnership, on behalf of said limited partnership.

[Seal]

Amanda G. Reed



Notary Public--State of Texas

After Recording Return To:
Aurous Development Services, Ltd.
440 Benmar Dr., Suite 3015 - Houston, TX 77060

FILED FOR RECORD

2004 JAN 30 PM 3: 52

Mark Tubbell
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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

JAN 30 2004



Mark Tubbell

County Clerk
Montgomery County, Texas

Return to: Aurora Development
440 Benman Dr #3015
Houston TX 77060
Chris Parrish

HOLD FOR FIDELITY
77003595 1/2

689-10-1311

DECLARATION OF ANNEXATION
(STEWART'S FOREST, SECTION 6)

Filed by
Fidelity National Title

This Declaration of Annexation is made as of the date hereinafter stated by BRADBURY DEVELOPMENT LIMITED, a Texas limited partnership ("Declarant").

2004-114881

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Stewart's Forest (the "Declaration"), which was filed on December 16, 2002 under Clerk's File No. 2002-131228 and recorded under Film Code No. 207-10-2917 in the Official Records of Real Property of Montgomery County, Texas (the "Official Public Records") which imposed covenants, conditions and restrictions on certain property described therein;

WHEREAS, Declarant is the owner of the following described property:

that certain approximately 16.7080 acre tract of land described on Exhibit "A" attached hereto which is in general vicinity of the property encumbered by the Declaration which such 16.7080 acre tract is anticipated to be platted and subdivided as the Stewart's Forest, Section Six (6) subdivision to be recorded in the Official Records;

WHEREAS, the 16.7080 acre tract is herein referred to as the "Annexed Property";

WHEREAS, Section 1 of Article VIII of the Declaration gives the Declarant the right to annex additional property into the jurisdiction of the STEWART'S FOREST HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized to administer the provisions of the Declaration (the "Association"), and to subject such annexed property to the provisions of the Declaration; and

WHEREAS, the Declarant desires to annex the Annexed Property into the jurisdiction of the Association and to subject the Annexed Property to all of the provisions of the Declaration.

NOW, THEREFORE, the Declarant hereby annexes the Annexed Property into the jurisdiction of the STEWART'S FOREST HOMEOWNERS ASSOCIATION, INC. and declares that the Annexed Property shall be a portion of the Properties (as defined in the Declaration) and shall be subject to all provisions of the Declaration, including without limitation, the right of the Association to levy assessments as set forth in Article III of the Declaration.

IN WITNESS WHEREOF this Declaration of Annexation is executed the 30th day of October, 2004.

689-10-1312

DECLARANT:

**BRADBURY DEVELOPMENT LIMITED, a
Texas limited partnership**

**By: Mountain Beach Corporation, its
general partner**

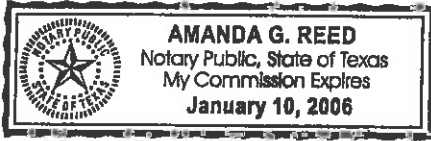
**By: 
Benjamin Cheng, President**

689-10-1313

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on October 3, 2004 by Benjamin Cheng, President of Mountain Beach Corporation, which is the general partner of BRADBURY DEVELOPMENT LIMITED, a Texas limited partnership, on behalf of said limited partnership.

[Seal]



Amanda Reed

Notary Public, State of Texas

689-10-1314

EXHIBIT "A"
(Stewart's Forest, Section 6)

County: Montgomery
Project: Stewarts Forest Section 6
C.I. No.: 1257-04
Job Number: 2003039-05

METES AND BOUNDS FOR 16.7080 ACRES

Being a 16.7080 acre tract of land located in the Ransom House Survey, Abstract No. 245 and in the Joseph House Survey, Abstract No. 250, Montgomery County, Texas; said 16.7080 acre tract being out of a call 239.0 acre tract of land recorded in the name of Crighton Park Limited in File No. 99103801 of the Official Public Records of Real Property of Montgomery County, Texas (O.P.R.R.P.M.C.T.) and out of a call 140.0 acre tract of land recorded in the name of CET Limited in File No. 99103805 (O.P.R.R.P.M.C.T.); said 16.7080 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to southwest line of said 239.0 acre tract):

Beginning at a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found for the southwest corner of Stewart's Forest Section 1, a subdivision recorded in Cabinet "V", Sheets 51 thru 54 of the Map Records of Montgomery County, Texas (M.R.M.C.), same being the northeast corner of Stewart's Forest Section 4, a subdivision recorded in Cabinet "V", Sheets 73 thru 75 (M.R.M.C.);

1. Thence, with the south line of said Stewart's Forest Section 1, South 83 degrees 52 minutes 24 seconds East, a distance of 70.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found for the southeast corner of said Stewart's Forest Section 1, same being on the east line of Stewart's Forest Section 2, a subdivision recorded in Cabinet "V", Sheets 66 thru 69 (M.R.M.C.);

Thence, with said east line and the south line of said Stewart's Forest Section 2, the following thirteen (13) courses and distances:

2. 76.16 feet along the arc of a curve to the left, said curve having a central angle of 01 degrees 28 minutes 18 seconds, a radius of 2,965.00 feet and a chord that bears South 05 degrees 23 minutes 27 seconds West, a distance of 76.16 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
3. South 85 degrees 20 minutes 42 seconds East, a distance of 20.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;

4. South 03 degrees 50 minutes 48 seconds West, a distance of 83.10 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
5. South 02 degrees 13 minutes 47 seconds West, a distance of 83.10 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
6. South 00 degrees 36 minutes 47 seconds West, a distance of 83.10 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
7. South 01 degrees 00 minutes 14 seconds East, a distance of 83.11 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
8. South 02 degrees 37 minutes 15 seconds East, a distance of 83.10 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
9. South 04 degrees 30 minutes 58 seconds East, a distance of 111.73 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
10. South 06 degrees 11 minutes 12 seconds East, a distance of 60.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
11. South 50 degrees 48 minutes 49 seconds East, a distance of 77.11 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
12. North 86 degrees 44 minutes 19 seconds East, a distance of 94.06 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
13. North 88 degrees 30 minutes 07 seconds East, a distance of 94.06 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
14. North 89 degrees 54 minutes 08 seconds East, a distance of 35.47 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

Thence, leaving aforesaid south line and through and across aforesaid 239.0 acre tract and aforesaid 140.0 acre tract, the following fifty four (54) courses and distances:

15. South 00 degrees 37 minutes 53 seconds East, a distance of 180.12 feet with cap stamped "COSTELLO INC RPLS 4416";
16. South 09 degrees 17 minutes 49 seconds East, a distance of 89.87 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

Page 3 Of 7 Pages

17. South 18 degrees 31 minutes 14 seconds East, a distance of 47.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
18. South 24 degrees 56 minutes 57 seconds East, a distance of 53.31 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
19. South 31 degrees 07 minutes 38 seconds East, a distance of 68.16 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
20. South 31 degrees 33 minutes 27 seconds East, a distance of 128.30 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
21. South 24 degrees 45 minutes 50 seconds East, a distance of 68.29 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
22. South 21 degrees 51 minutes 09 seconds East, a distance of 68.40 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
23. South 16 degrees 09 minutes 03 seconds East, a distance of 68.58 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
24. South 10 degrees 25 minutes 56 seconds East, a distance of 68.73 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
25. South 04 degrees 46 minutes 02 seconds East, a distance of 67.32 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
26. South 00 degrees 51 minutes 28 seconds West, a distance of 68.50 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
27. South 07 degrees 05 minutes 21 seconds West, a distance of 87.43 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
28. South 14 degrees 46 minutes 47 seconds West, a distance of 50.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
29. South 16 degrees 08 minutes 01 seconds West, a distance of 76.93 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
30. South 23 degrees 11 minutes 39 seconds West, a distance of 67.97 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

Page 4 Of 7 Pages

31. South 28 degrees 44 minutes 35 seconds West, a distance of 67.98 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
32. South 34 degrees 16 minutes 53 seconds West, a distance of 67.98 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
33. South 39 degrees 49 minutes 34 seconds West, a distance of 67.98 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
34. South 45 degrees 22 minutes 41 seconds West, a distance of 67.99 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
35. South 49 degrees 27 minutes 32 seconds West, a distance of 68.87 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
36. South 53 degrees 07 minutes 15 seconds West, a distance of 70.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
37. South 58 degrees 33 minutes 44 seconds West, a distance of 70.02 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
38. South 61 degrees 51 minutes 16 seconds West, a distance of 68.80 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
39. South 61 degrees 46 minutes 03 seconds West, a distance of 156.38 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
40. South 67 degrees 15 minutes 42 seconds West, a distance of 130.14 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
41. North 22 degrees 44 minutes 18 seconds West, a distance of 226.27 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
42. North 67 degrees 15 minutes 42 seconds East, a distance of 134.50 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
43. South 22 degrees 44 minutes 18 seconds East, a distance of 21.35 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
44. North 67 degrees 15 minutes 42 seconds East, a distance of 50.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

Page 5 Of 7 Pages

45. South 22 degrees 44 minutes 18 seconds East, a distance of 2.05 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
46. 41.09 feet along the arc of a curve to the left, said curve having a central angle of 94 degrees 10 minutes 17 seconds, a radius of 25.00 feet and a chord that bears South 69 degrees 49 minutes 26 seconds East, a distance of 36.62 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
47. North 62 degrees 58 minutes 11 seconds East, a distance of 83.42 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
48. North 22 degrees 44 minutes 18 seconds West, a distance of 341.64 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
49. North 67 degrees 54 minutes 51 seconds East, a distance of 69.33 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
50. North 58 degrees 48 minutes 55 seconds East, a distance of 64.52 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
51. North 55 degrees 44 minutes 49 seconds East, a distance of 64.52 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
52. North 52 degrees 40 minutes 44 seconds East, a distance of 64.52 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
53. North 49 degrees 36 minutes 38 seconds East, a distance of 64.52 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
54. Thence, North 45 degrees 30 minutes 49 seconds East, a distance of 71.40 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
55. Thence, North 44 degrees 18 minutes 25 seconds East, a distance of 64.69 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
56. Thence, North 04 degrees 10 minutes 06 seconds West, a distance of 54.05 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
57. North 16 degrees 15 minutes 02 seconds West, a distance of 61.26 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
58. North 24 degrees 32 minutes 45 seconds West, a distance of 57.76 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;

Page 6 Of 7 Pages

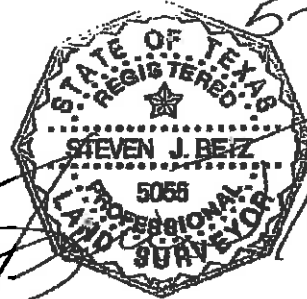
59. North 31 degrees 38 minutes 10 seconds West, a distance of 57.73 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
60. North 36 degrees 39 minutes 37 seconds West, a distance of 180.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
61. North 40 degrees 14 minutes 03 seconds West, a distance of 57.65 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
62. North 57 degrees 59 minutes 29 seconds West, a distance of 53.77 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
63. North 69 degrees 49 minutes 01 seconds West, a distance of 101.66 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
64. 7.57 feet along the arc of a curve to the right, said curve having a central angle of 00 degrees 40 minutes 59 seconds, a radius of 635.00 feet and a chord that bears South 32 degrees 03 minutes 35 seconds West, a distance of 7.57 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
65. North 57 degrees 35 minutes 56 seconds West, a distance of 70.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
66. 319.28 feet along the arc of a curve to the left, said curve having a central angle of 32 degrees 22 minutes 41 seconds, a radius of 565.00 feet and a chord that bears North 16 degrees 12 minutes 44 seconds East, a distance of 315.05 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
67. North 89 degrees 58 minutes 37 seconds West, a distance of 42.72 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
68. South 80 degrees 13 minutes 35 seconds West, a distance of 22.02 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found for the southeast corner of aforesaid Stewart's Forest Section 4;

Thence, with the east line of said Stewart's Forest Section 4, the following twelve (12) courses and distances:

69. North 35 degrees 21 minutes 24 seconds East, a distance of 60.98 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
70. North 06 degrees 14 minutes 37 seconds West, a distance of 56.37 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;

Page 7 Of 7 Pages

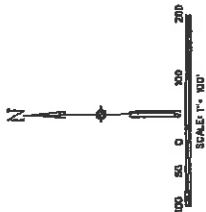
71. North 04 degrees 55 minutes 40 seconds West, a distance of 84.41 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
72. North 03 degrees 29 minutes 17 seconds West, a distance of 69.62 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
73. North 02 degrees 11 minutes 22 seconds West, a distance of 69.32 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
74. North 00 degrees 53 minutes 36 seconds West, a distance of 69.32 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
75. North 00 degrees 24 minutes 09 seconds East, a distance of 69.32 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
76. North 01 degrees 41 minutes 54 seconds East, a distance of 69.32 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
77. North 02 degrees 59 minutes 39 seconds East, a distance of 69.32 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
78. North 04 degrees 17 minutes 24 seconds East, a distance of 69.32 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
79. South 85 degrees 03 minutes 43 seconds East, a distance of 30.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
80. 62.97 feet along the arc of a curve to the right, said curve having a central angle of 01 degrees 11 minutes 19 seconds, a radius of 3,035.00 feet and a chord that bears North 05 degrees 31 minutes 56 seconds East, a distance of 62.97 feet to the **Point of Beginning** and containing 16.7080 acres of land.



RECORDS MEMORANDUM

At the time of recordation, this Instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

689-10-1323

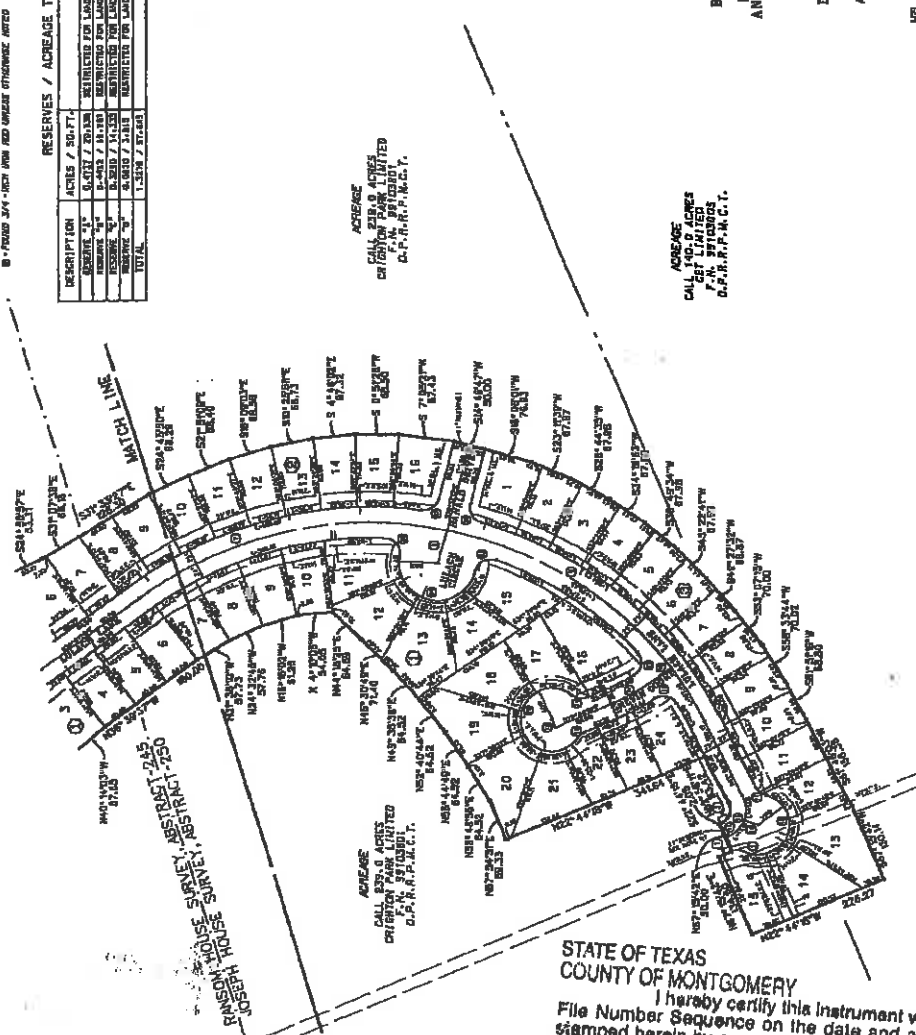


LEGEND.
 * SEE THE ORIGINAL INSTRUMENT FOR A COMPLETE LIST OF RESERVES.
 B - FENCED BY INSTRUMENT AND BOUND BY OTHER INSTRUMENTS.

DESCRIPTION	ACRES / SQ.FT.	TYPE
RESERVE "A"	0.0000 / 0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
RESERVE "B"	0.0000 / 0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
RESERVE "C"	0.0000 / 0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
RESERVE "D"	0.0000 / 0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
RESERVE "E"	0.0000 / 0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
RESERVE "F"	0.0000 / 0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
TOTAL	1.288 / 37,435	

RESERVE	ACRES	SQ. FT.	TYPE
RESERVE "A"	0.0000	0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
RESERVE "B"	0.0000	0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
RESERVE "C"	0.0000	0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
RESERVE "D"	0.0000	0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
RESERVE "E"	0.0000	0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
RESERVE "F"	0.0000	0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
TOTAL	1.288	37,435	

RESERVE	ACRES	SQ. FT.	TYPE
RESERVE "A"	0.0000	0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
RESERVE "B"	0.0000	0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
RESERVE "C"	0.0000	0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
RESERVE "D"	0.0000	0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
RESERVE "E"	0.0000	0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
RESERVE "F"	0.0000	0.0000	RESTRICTED FOR LANDSCAPE / DRAPES USE ONLY
TOTAL	1.288	37,435	



STEWART'S FOREST SECTION 6
 BEING A SUBDIVISION OF 16,7000 ACRES
 IN THE RANSON HOUSE SURVEY, ABSTRACT 245
 AND JOSEPH HOUSE SURVEY, ABSTRACT 250
 MONTGOMERY COUNTY, TEXAS
 56 LOTS 3 BLOCKS 4 RESERVES
 DATE NOVEMBER, 2003 SCALE 1"=100'
 CHERYL S. STEWART FOR LIMITED
 ARE LIMITED, C/O JAMES R. CASTELLO
 REGISTERED PROFESSIONAL SURVEYOR
 1000 W. 10TH STREET, SUITE 100
 FORT WORTH, TEXAS 76102
 MICHAEL S. STEWART FOR LIMITED
 ARE LIMITED, C/O JAMES R. CASTELLO
 REGISTERED PROFESSIONAL SURVEYOR
 1000 W. 10TH STREET, SUITE 100
 FORT WORTH, TEXAS 76102
Castello, Inc.
 REGISTERED PROFESSIONAL SURVEYOR
 1000 W. 10TH STREET, SUITE 100
 FORT WORTH, TEXAS 76102

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

FILED FOR RECORD

2004 OCT 12 PM 3:06

Mark Turnbull
 COUNTY CLERK
 MONTGOMERY COUNTY, TEXAS



OCT 12 2004

Mark Turnbull
 County Clerk
 Montgomery County, Texas

2006-021769

025-11-1984

2

RATIFICATION OF DECLARATION OF ANNEXATION
(STEWART'S FOREST, SECTION 6)

This Ratification of Declaration of Annexation is made as of the date hereinafter stated by CRIGHTON PARK LIMITED, a Texas limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Bradbury Development Limited, a Texas limited partnership ("Bradbury") executed that certain Declaration of Annexation dated October 8, 2004 (the "Declaration of Annexation") as filed under Clerk's File No. 2004-114881 and recorded under Film Code No. 689-10-1311 in the Official Records of Real Property of Montgomery County, Texas (the "Official Public Records");

WHEREAS, the Declaration of Annexation annexed the Stewart's Forest, Section Six (6) subdivision into the jurisdiction of the Stewart's Forest Homeowners Association, Inc. and subjected such property to the Declaration of Covenants, Conditions and Restrictions for Stewart's Forest, as amended (the "Declaration"), which was filed on December 16, 2002 under Clerk's File No. 2002-131228 and recorded under Film Code No. 207-10-2917 in the Official Records;

WHEREAS, Crighton Park Limited, as the original "Declarant" under the Declaration desires to ratify and affirm the terms and conditions contained in the Declaration of Annexation.

NOW, THEREFORE, the Declarant hereby ratifies, approves and confirms all provisions of the Declaration of Annexation and stipulates and agrees that the property described therein is annexed into the jurisdiction of the STEWART'S FOREST HOMEOWNERS ASSOCIATION, INC. (the "Association") and declares that such property is subject to all provisions of the Declaration, including without limitation, the right of the Association to levy assessments as set forth in Article III of the Declaration.

IN WITNESS WHEREOF this instrument is executed the 23rd day of February, 2006 to be effective the 8th day of October 2004.

DECLARANT:

CRIGHTON PARK LIMITED, a Texas limited partnership

By: Transnational Investments, Inc., its general partner

By: 
Benjamin Cheng, President

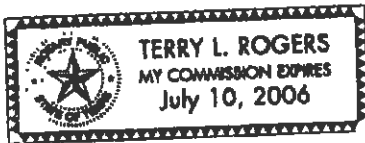
025-11-1985

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on 20.23, 2006 by Benjamin Cheng, President of Transnational Investments, Inc., which is the general partner of CRIGHTON PARK LIMITED, a Texas limited partnership, on behalf of said limited partnership.

[Seal]

Terry L. Rogers
Notary Public, State of Texas



After Recording, Return To:
COATS | ROSE - TWH
A Professional Corporation
Attorneys at Law
3 Greenway Plaza
Suite 2800
Houston, Texas 77046

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

MAR 02 2006



Mark Imball
County Clerk
Montgomery County, Texas

FILED FOR RECORD
06 MAR -2 PM 1:53

Mark Imball
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

**DECLARATION OF ANNEXATION
(STEWART'S FOREST, SECTIONS 7 AND 8)**

This Declaration of Annexation is made as of the date hereinafter stated by CRIGHTON PARK LIMITED, a Texas limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Stewart's Forest, as amended (the "Declaration"), which was filed on December 16, 2002 under Clerk's File No. 2002-131228 and recorded under Film Code No. 207-10-2917 in the Official Records of Real Property of Montgomery County, Texas (the "Official Public Records") which imposed covenants, conditions and restrictions on certain property described therein;

WHEREAS, Declarant is the owner of that certain approximately 9.3462 acre tract of land more particularly described on Exhibit "A" attached hereto and CET Limited, a Texas limited partnership ("CET") is the owner of the certain approximately 6.2193 acre tract of land more particularly described on Exhibit "B" attached hereto, which such 9.3462 acre tract and 6.2193 acre tract are anticipated to be platted and subdivided as the Stewart's Forest, Section Seven (7) subdivision in Montgomery County, Texas. An illustration of the anticipated Stewart's Forest, Section Seven (7) subdivision is attached hereto as Exhibit "C."

WHEREAS, Declarant is the owner of that certain approximately 10.9314 acre tract of land more particularly described on Exhibit "D" attached hereto and CET is the owner of that certain approximately 9.9070 acre tract of land more particularly described on Exhibit "E" attached hereto, which such 10.9314 acre tract and 9.9070 acre tract are anticipated to be platted and subdivided as the Stewart's Forest, Section Eight (8) subdivision in Montgomery County, Texas. An illustration of the anticipated Stewart's Forest, Section Eight (8) subdivision is attached hereto as Exhibit "F."

WHEREAS, the 9.3462 acre tract, 6.2193 acre tract, 10.9314 acre tract, and 9.9070 acre tract are herein collectively referred to as the "Annexed Property";

WHEREAS, Section 1 of Article VIII of the Declaration gives the Declarant the right to annex additional property into the jurisdiction of the STEWART'S FOREST HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized to administer the provisions of the Declaration (the "Association"), and to subject such annexed property to the provisions of the Declaration; and

WHEREAS, the Declarant desires to annex the Annexed Property into the jurisdiction of the Association and to subject the Annexed Property to all of the provisions of the Declaration (to the extent not previously annexed).

025-11-1966

NOW, THEREFORE, the Declarant hereby annexes the Annexed Property into the jurisdiction of the STEWART'S FOREST HOMEOWNERS ASSOCIATION, INC. and declares that the Annexed Property shall be a portion of the Properties (as defined in the Declaration) and shall be subject to all provisions of the Declaration, including without limitation, the right of the Association to levy assessments as set forth in Article III of the Declaration.

CET hereby joins in the execution of this instrument to evidence its consent to such annexation as to that portion of the Annexed Property owned by it.

IN WITNESS WHEREOF this Declaration of Annexation is executed the 23rd day of February, 2006.

DECLARANT:

CRIGHTON PARK LIMITED, a Texas limited partnership

By: Transnational Investments, Inc., its general partner

By: 
Benjamin Cheng, President

CET:

CET LIMITED, a Texas limited partnership

By: Mountain Beach Corporation, its general partner

By: 
Benjamin Cheng, President

025-11-1967

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on Jul. 23, 2006 by Benjamin Cheng, President of Transnational Investments, Inc., which is the general partner of CRIGHTON PARK LIMITED, a Texas limited partnership, on behalf of said limited partnership.

[Seal]



Terry L. Rogers
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on Jul. 23, 2006 by Benjamin Cheng, President of Mountain Beach Corporation, which is the general partner of CET LIMITED, a Texas limited partnership, on behalf of said limited partnership.

[Seal]



Terry L. Rogers
Notary Public, State of Texas

After Recording, Return To:
COATS | ROSE - TWH
A Professional Corporation
Attorneys at Law
3 Greenway Plaza
Suite 2000
Houston, Texas 77046

Page 1 Of 4 Pages

County: Montgomery
 Project: Crighton Park Limited-Stewart's Forest Section 7
 C.I. No.: 1024-06
 Job Number: 2003-0037-011

METES AND BOUNDS FOR 9.3462 ACRES

Being a 9.3462 acre tract of land located in the Ransom House Survey, A-245 and the Joseph House Survey, A-250, in Montgomery County, Texas; said 9.3462 acre tract being out of a call 239.0 acre tract of land recorded in the name of Crighton Park Limited in Clerk's File Number 99103801 of the Official Public Records of Real Property of Montgomery County, Texas; said 9.3462 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the south line of Stewart's Forest Section 2 recorded in Cabinet "V", Sheets 66 through 69 of the Plat Records of Montgomery County, Texas):

Beginning at a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found for the eastern most northeast corner of Restricted Reserve "B" in the plat of Stewart's Forest Section 6 recorded in Cabinet "X", Sheets 55 through 58 of the Plat Records of Montgomery County, Texas, same being on the south line of Lot 2, Block 2 in said Stewart's Forest Section 2;

Thence, with the south line of said Stewart's Forest Section 2, the following five (5) courses and distances:

1. North 89 degrees 54 minutes 08 seconds East, a distance of 100.17 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
2. North 71 degrees 15 minutes 32 seconds East, a distance of 15.64 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
3. North 89 degrees 54 minutes 08 seconds East, a distance of 60.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
4. South 71 degrees 26 minutes 33 seconds East, a distance of 15.63 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
5. North 89 degrees 54 minutes 08 seconds East, a distance of 124.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;

Thence, crossing aforesaid 239.0 acre tract, the following thirteen (13) courses and distances:

6. South 00 degrees 05 minutes 52 seconds East, a distance of 181.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;

Page 2 Of 4 Pages

7. South 07 degrees 19 minutes 50 seconds East, a distance of 51.20 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
8. South 18 degrees 57 minutes 18 seconds East, a distance of 51.91 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
9. South 31 degrees 46 minutes 16 seconds East, a distance of 167.36 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
10. South 73 degrees 29 minutes 55 seconds East, a distance of 66.88 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
11. South 07 degrees 44 minutes 58 seconds East, a distance of 302.57 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
12. South 05 degrees 58 minutes 54 seconds East, a distance of 82.93 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
13. South 02 degrees 29 minutes 25 seconds East, a distance of 35.24 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
14. South 00 degrees 35 minutes 00 seconds West, a distance of 70.42 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
15. South 04 degrees 41 minutes 50 seconds West, a distance of 70.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
16. South 09 degrees 38 minutes 28 seconds West, a distance of 64.33 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
17. South 05 degrees 31 minutes 29 seconds West, a distance of 50.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
18. South 13 degrees 04 minutes 17 seconds West, a distance of 83.56 feet to the south line of aforesaid 239.0 acre tract, same being the north line of a call 140.0 acre tract of land recorded in the name of CET Limited in Clerk's File Number 99103805 of the Official Public Records of Real Property of Montgomery County, Texas;
19. Thence, with said south line and said north line, South 67 degrees 15 minutes 39 seconds West, a distance of 504.68 feet to the southeast line of aforesaid Stewart's Forest Section 6;

Thence, with said southeast line and with the east line of said Stewart's Forest Section 6, the following twenty (20) courses and distances:

025-11-1970

Page 3 Of 4 Pages

20. North 45 degrees 22 minutes 41 seconds East, a distance of 36.41 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
 21. North 39 degrees 49 minutes 34 seconds East, a distance of 67.98 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
 22. North 34 degrees 16 minutes 53 seconds East, a distance of 67.98 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
 23. North 28 degrees 44 minutes 35 seconds East, a distance of 67.98 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
 24. North 23 degrees 11 minutes 39 seconds East, a distance of 67.97 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
 25. North 16 degrees 08 minutes 01 seconds East, a distance of 76.93 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
 26. North 14 degrees 46 minutes 47 seconds East, a distance of 50.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
 27. North 07 degrees 05 minutes 21 seconds East, a distance of 87.43 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
 28. North 00 degrees 51 minutes 28 seconds East, a distance of 68.50 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
 29. North 04 degrees 46 minutes 02 seconds West, a distance of 67.32 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
 30. North 10 degrees 25 minutes 56 seconds West, a distance of 68.73 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
 31. North 16 degrees 09 minutes 03 seconds West, a distance of 68.58 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
 32. North 21 degrees 51 minutes 09 seconds West, a distance of 68.40 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
 33. North 24 degrees 45 minutes 50 seconds West, a distance of 68.29 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
 34. North 31 degrees 33 minutes 27 seconds West, a distance of 128.30 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
-

Page 4 Of 4 Pages

35. North 31 degrees 07 minutes 38 seconds West, a distance of 68.16 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
36. North 24 degrees 56 minutes 57 seconds West, a distance of 53.31 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
37. North 18 degrees 31 minutes 14 seconds West, a distance of 47.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
38. North 09 degrees 17 minutes 49 seconds West, a distance of 89.87 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
39. North 00 degrees 37 minutes 53 seconds West, a distance of 180.12 feet to the Point of Beginning and containing 9.3462 acres of land.

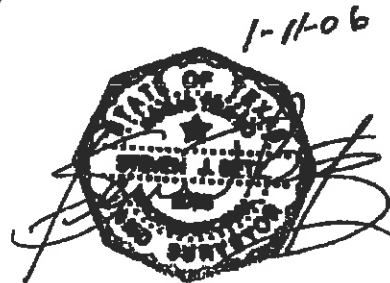


EXHIBIT "B"Page 1 Of 3 Pages

County: Montgomery
Project: CET Limited-Stewart's Forest Section 7
C.L. No.: 1025-06
Job Number: 2003-0037-011

METES AND BOUNDS FOR 6.2193 ACRES

Being a 6.2193 acre tract of land located in the Joseph House Survey, A-250, in Montgomery County, Texas; said 6.2193 acre tract being out of a call 140.0 acre tract of land recorded in the name of CET Limited in Clerk's File Number 99103805 of the Official Public Records of Real Property of Montgomery County, Texas; said 6.2193 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the south line of Stewart's Forest Section 2 recorded in Cabinet "V", Sheets 66 through 69 of the Plat Records of Montgomery County, Texas):

Beginning at a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found for the south corner of Stewart's Forest Section 6 recorded in Cabinet "X", Sheets 55 through 58 of the Plat Records of Montgomery County, Texas;

Thence, with the southeast line of said Stewart's Forest Section 6, the following seven (7) courses and distances:

1. North 67 degrees 15 minutes 42 seconds East, a distance of 130.14 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
2. North 61 degrees 46 minutes 03 seconds East, a distance of 156.38 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
3. North 61 degrees 51 minutes 16 seconds East, a distance of 68.80 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
4. North 58 degrees 33 minutes 44 seconds East, a distance of 70.02 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
5. North 53 degrees 07 minutes 15 seconds East, a distance of 70.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
6. North 49 degrees 27 minutes 32 seconds East, a distance of 68.87 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;

Page 2 Of 3 Pages

7. North 45 degrees 22 minutes 41 seconds East, a distance of 31.59 feet to the north line of aforesaid 140.0 acre tract, same being the south line of a call 239.0 acre tract of land recorded in the name of Crighton Park Limited in Clerk's File Number 99103801 of the Official Public Records of Real Property of Montgomery County, Texas;
8. Thence, with said north line and said south line, North 67 degrees 15 minutes 39 seconds East, a distance of 504.68 feet;

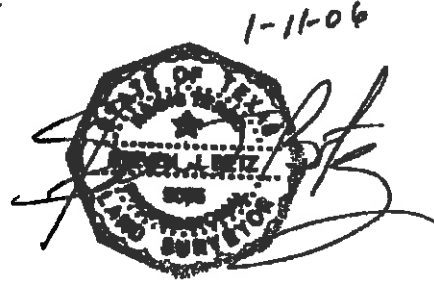
Thence, crossing aforesaid 140.0 acre tract, the following twelve (12) courses and distances:

9. South 13 degrees 04 minutes 17 seconds West, a distance of 19.65 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 10. South 18 degrees 17 minutes 43 seconds West, a distance of 78.51 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 11. South 25 degrees 07 minutes 42 seconds West, a distance of 78.63 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 12. South 31 degrees 57 minutes 43 seconds West, a distance of 78.63 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 13. South 38 degrees 31 minutes 54 seconds West, a distance of 48.35 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 14. South 46 degrees 01 minutes 41 seconds West, a distance of 262.87 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 15. South 51 degrees 14 minutes 19 seconds West, a distance of 214.84 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 16. South 55 degrees 34 minutes 54 seconds West, a distance of 155.63 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 17. South 63 degrees 44 minutes 29 seconds West, a distance of 86.25 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 18. North 22 degrees 44 minutes 18 seconds West, a distance of 14.15 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 19. South 67 degrees 15 minutes 42 seconds West, a distance of 173.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
-

025-11-1974

Page 3 Of 3 Pages

20. North 22 degrees 44 minutes 18 seconds West, a distance of 291.76 feet to the Point of Beginning and containing 6.2193 acres of land.



025-11-1975

EXHIBIT "C"

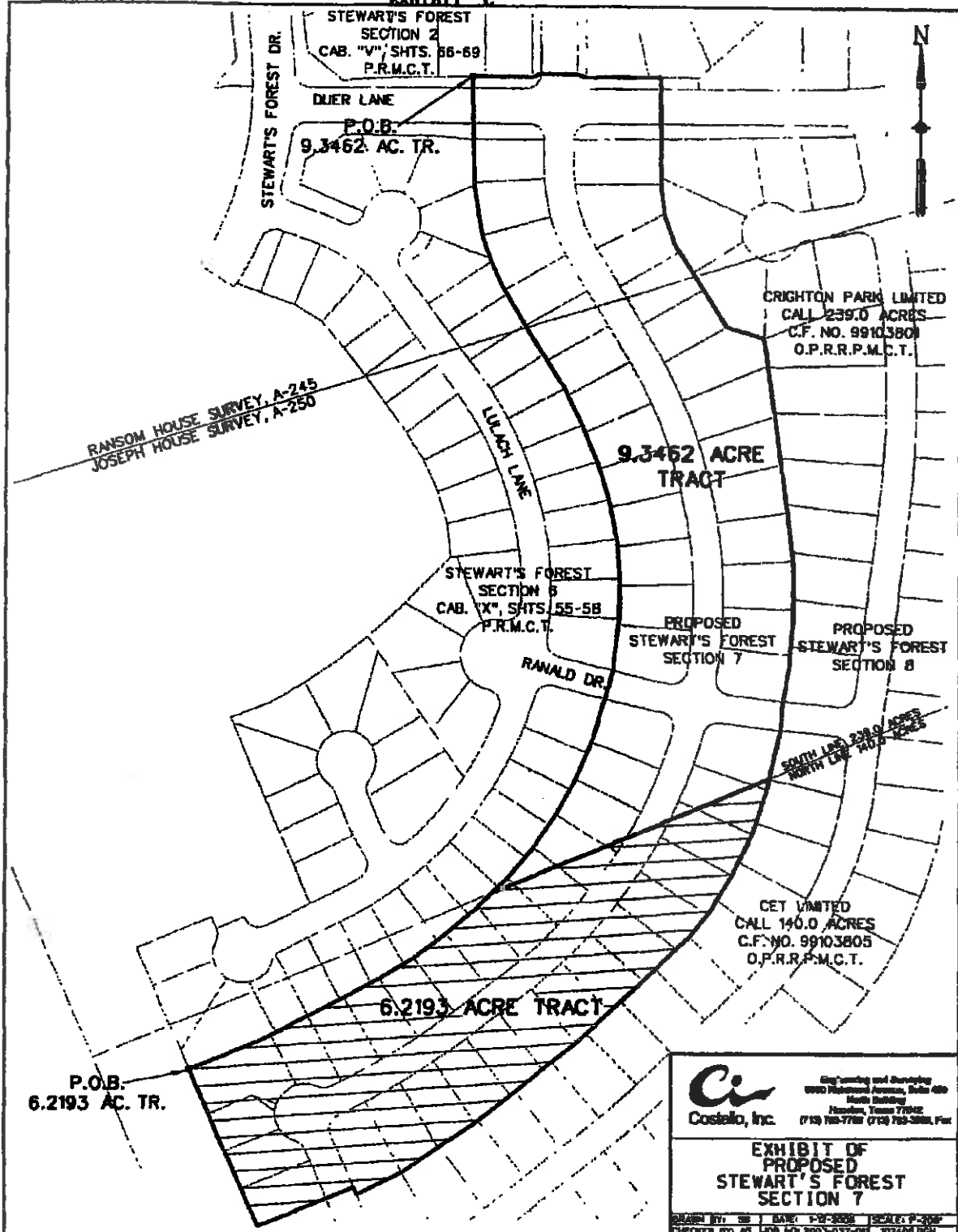


EXHIBIT "D"

Page 1 Of 3 Pages

County: Montgomery
 Project: Crighton Park Limited-Stewart's Forest Section 8
 C.I. No.: 1026-06
 Job Number: 2003-0038-012

METES AND BOUNDS FOR 10.9314 ACRES

Being a 10.9314 acre tract of land located in the Ransom House Survey, A-245 and the Joseph House Survey, A-250, in Montgomery County, Texas; said 10.9314 acre tract being out of a call 239.0 acre tract of land recorded in the name of Crighton Park Limited in Clerk's File Number 99103801 of the Official Public Records of Real Property of Montgomery County, Texas; said 10.9314 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the south line of Stewart's Forest Section 2 recorded in Cabinet "V", Sheets 66 through 69 of the Plat Records of Montgomery County, Texas):

Beginning at a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found for the south corner of Lot 26, Block 1 in said Stewart's Forest Section 2;

1. Thence, with the southeast line of said Lot 26, the southeast line of Lot 25, Block 1 and the southeast line of Lot 24, Block 1, North 47 degrees 57 minutes 56 seconds East, a distance of 235.95 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;

Thence, crossing aforesaid 239.0 acre tract, the following eleven (11) courses and distances:

2. North 84 degrees 56 minutes 44 seconds East, a distance of 157.88 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
3. South 06 degrees 27 minutes 25 seconds East, a distance of 176.40 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
4. 58.11 feet along the arc of a curve to the left, said curve having a central angle of 04 degrees 19 minutes 27 seconds, a radius of 770.00 feet and a chord that bears North 76 degrees 02 minutes 08 seconds East, a distance of 58.10 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
5. South 16 degrees 07 minutes 35 seconds East, a distance of 80.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
6. South 10 degrees 28 minutes 49 seconds East, a distance of 144.33 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;

Page 2 Of 3 Pages

7. South 07 degrees 32 minutes 43 seconds East, a distance of 150.84 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
8. South 04 degrees 12 minutes 43 seconds East, a distance of 75.43 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
9. South 01 degrees 59 minutes 23 seconds East, a distance of 75.43 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
10. South 01 degrees 20 minutes 37 seconds West, a distance of 150.84 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
11. South 04 degrees 40 minutes 37 seconds West, a distance of 75.43 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
12. South 06 degrees 46 minutes 13 seconds West, a distance of 331.13 to the south line of aforesaid 239.0 acre tract, same being the north line of a call 140.0 acre tract of land recorded in the name of CET Limited in Clerk's File Number 99103805 of the Official Public Records of Real Property of Montgomery County, Texas;
13. Thence, with said south line and said north line, South 67 degrees 15 minutes 39 seconds West, a distance of 340.03 feet;

Thence, crossing aforesaid 239.0 acre tract the following thirteen (13) courses and distances:

14. North 13 degrees 04 minutes 17 seconds East, a distance of 83.56 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
15. North 05 degrees 31 minutes 29 seconds East, a distance of 50.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
16. North 09 degrees 38 minutes 28 seconds East, a distance of 64.33 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
17. North 04 degrees 41 minutes 50 seconds East, a distance of 70.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
18. North 00 degrees 35 minutes 00 seconds East, a distance of 70.42 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
19. North 02 degrees 29 minutes 25 seconds West, a distance of 35.24 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;

Page 3 Of 3 Pages

20. North 05 degrees 58 minutes 54 seconds West, a distance of 82.93 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
21. North 07 degrees 44 minutes 58 seconds West, a distance of 302.57 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
22. North 73 degrees 29 minutes 55 seconds West, a distance of 66.88 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
23. North 31 degrees 46 minutes 16 seconds West, a distance of 167.36 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
24. North 18 degrees 57 minutes 18 seconds West, a distance of 51.91 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
25. North 07 degrees 19 minutes 50 seconds West, a distance of 51.20 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
26. North 00 degrees 05 minutes 52 seconds West, a distance of 181.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set on the south line of aforesaid Stewart's Forest Section 2;
27. Thence, with said south line, North 89 degrees 54 minutes 08 seconds East, a distance of 63.13 feet to the Point of Beginning and containing 10.9314 acres of land.

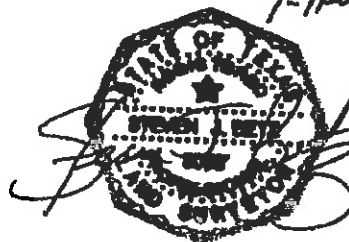


EXHIBIT "E"

Page 1 Of 3 Pages

County: Montgomery
Project: CET Limited-Stewart's Forest Section 8
C.L No.: 1027-06
Job Number: 2003-0038-012

METES AND BOUNDS FOR 9.9070 ACRES

Being a 9.9070 acre tract of land located in the Joseph House Survey, A-250, in Montgomery County, Texas; said 9.9070 acre tract being out of a call 140.0 acre tract of land recorded in the name of CET Limited in Clerk's File Number 99103805 of the Official Public Records of Real Property of Montgomery County, Texas; said 9.9070 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the south line of Stewart's Forest Section 2 recorded in Cabinet "V", Sheets 66 through 69 of the Plat Records of Montgomery County, Texas):

Commencing at a 5/8-inch rod with cap stamped "Texas Land Surveying" found for the northwest corner of said 140.0 acre tract, same being the southwest corner of a call 239.0 acre tract of land recorded in the name of Crighton Park Limited in Clerk's File Number 99103801 of the Official Public Records of Real Property of Montgomery County, Texas, from which the northeast corner of said 140.0 acre tract and the southeast corner of said 239.0 acre tract bears North 67 degrees 15 minutes 39 seconds East, a distance of 2,969.93 feet;

Thence, crossing said 140.0 acre tract, South 43 degrees 12 minutes 27 seconds East, a distance of 398.91 feet to the Point of Beginning;

Thence, continuing across said 140.0 acre tract, the following eleven (11) courses and distances:

1. North 67 degrees 15 minutes 42 seconds East, a distance of 173.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
2. South 22 degrees 44 minutes 18 seconds East, a distance of 14.15 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
3. North 63 degrees 44 minutes 29 seconds East, a distance of 86.25 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
4. North 55 degrees 34 minutes 54 seconds East, a distance of 155.63 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
5. North 51 degrees 14 minutes 19 seconds East, a distance of 214.84 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;

Page 2 Of 3 Pages

6. North 46 degrees 01 minutes 41 seconds East, a distance of 262.87 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
7. North 38 degrees 31 minutes 54 seconds East, a distance of 48.35 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
8. North 31 degrees 57 minutes 43 seconds East, a distance of 78.63 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
9. North 25 degrees 07 minutes 42 seconds East, a distance of 78.63 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
10. North 18 degrees 17 minutes 43 seconds East, a distance of 78.51 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
11. North 13 degrees 04 minutes 17 seconds East, a distance of 19.65 feet to the north line of aforesaid 140.0 acre tract, same being the south line of aforesaid 239.0 acre tract;
12. Thence, with said north line and said south line, North 67 degrees 15 minutes 39 seconds East, a distance of 340.03 feet;

Thence, crossing aforesaid 140.0 acre tract, the following thirteen (13) courses and distances:

13. South 06 degrees 46 minutes 13 seconds West, a distance of 90.58 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 14. South 06 degrees 48 minutes 42 seconds West, a distance of 70.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 15. South 10 degrees 06 minutes 47 seconds West, a distance of 80.11 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 16. South 16 degrees 16 minutes 53 seconds West, a distance of 80.11 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 17. South 22 degrees 26 minutes 45 seconds West, a distance of 80.11 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 18. South 28 degrees 36 minutes 36 seconds West, a distance of 80.11 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
 19. South 34 degrees 46 minutes 42 seconds West, a distance of 80.11 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
-

025-11-1981

Page 3 Of 3 Pages

20. South 38 degrees 56 minutes 13 seconds West, a distance of 28.10 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
21. South 45 degrees 05 minutes 52 seconds West, a distance of 325.09 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
22. South 49 degrees 33 minutes 40 seconds West, a distance of 167.52 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
23. South 50 degrees 52 minutes 49 seconds West, a distance of 337.84 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
24. South 67 degrees 28 minutes 51 seconds West, a distance of 261.44 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
25. North 22 degrees 44 minutes 18 seconds West, a distance of 326.24 feet to the Point of Beginning and containing 9.9070 acres of land.

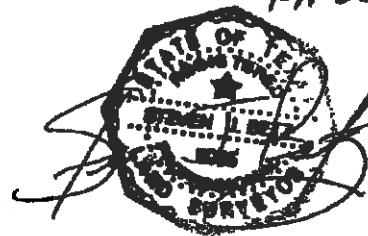
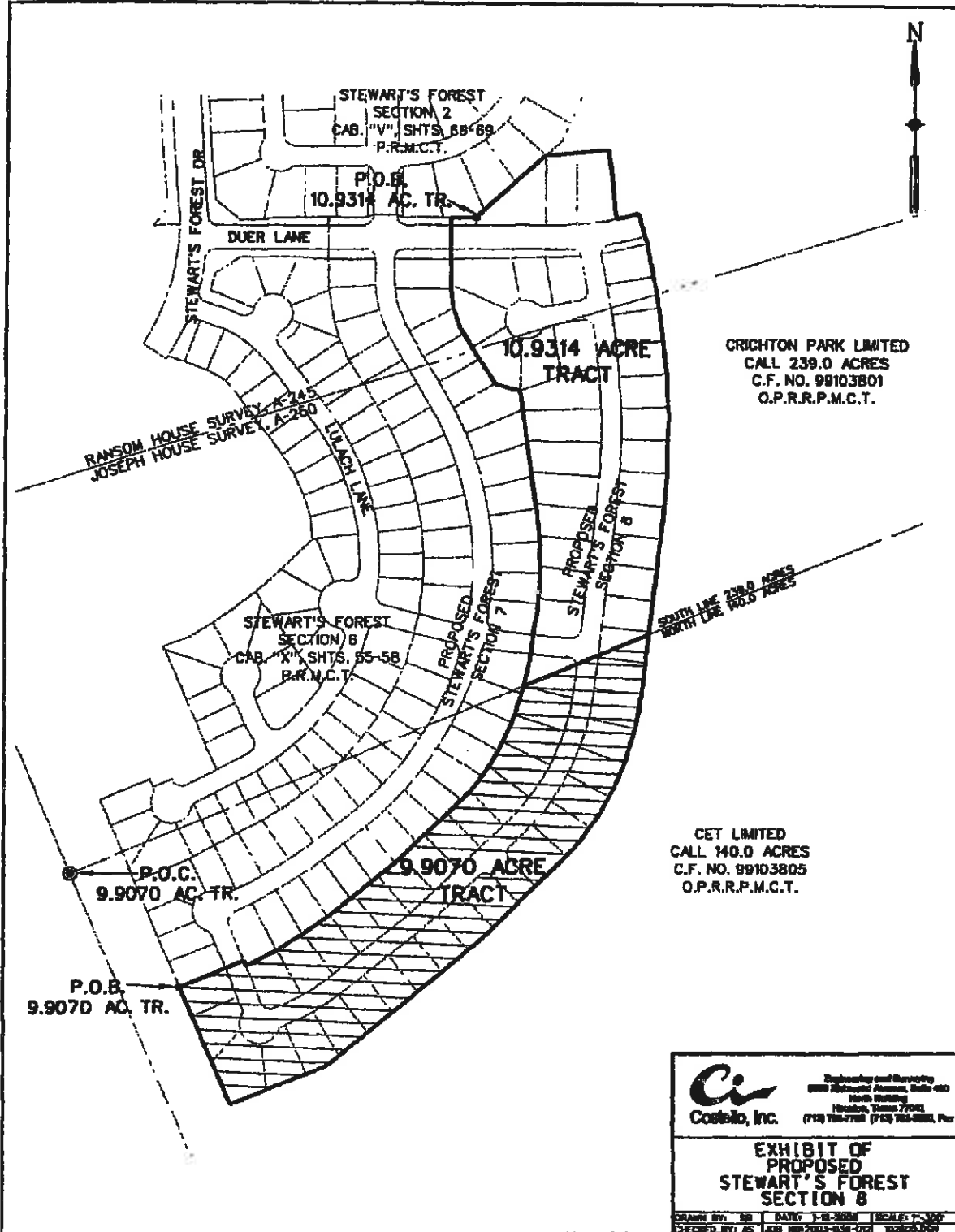


EXHIBIT "F"



CRIGHTON PARK LIMITED
 CALL 239.0 ACRES
 C.F. NO. 99103801
 O.P.R.R.P.M.C.T.

CET LIMITED
 CALL 140.0 ACRES
 C.F. NO. 99103805
 O.P.R.R.P.M.C.T.

ci
 Costello, Inc.

Engineering and Surveying
 6900 Westmore Avenue, Suite 400
 North Building
 Houston, Texas 77042
 (713) 765-7700 (713) 765-0900, Fax

**EXHIBIT OF
 PROPOSED
 STEWART'S FOREST
 SECTION 8**

DRAWN BY: SB DATE: 1-18-2008 SCALE: 1"=200'
 CHECKED BY: AS JOB NO: 2001-034-014 WORKSHEET

025-11-1983

FILED FOR RECORD

06 MAR -2 PM 1:53

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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

MAR 02 2006



Mark Turnbull
County Clerk
Montgomery County, Texas

DECLARATION OF ANNEXATION
(STEWART'S FOREST, SECTIONS 5 AND 10)

This Declaration of Annexation is made as of the date hereinafter stated by CRIGHTON PARK LIMITED, a Texas limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Stewart's Forest, as amended (the "Declaration"), which was filed on December 16, 2002 under Clerk's File No. 2002-131228 and recorded under Film Code No. 207-10-2917 in the Official Records of Real Property of Montgomery County, Texas (the "Official Public Records") which imposed covenants, conditions and restrictions on certain property described therein;

WHEREAS, Declarant is the owner of (i) that certain approximately 15.7436 acre tract of land more particularly described on Exhibit "A" attached which is anticipated to be platted and subdivided as the Stewart's Forest, Section Five (5) subdivision in Montgomery County, Texas and (ii) that certain approximately 2.3844 acre tract of land more particularly described on Exhibit "B" attached hereto which is anticipated to be platted and subdivided as the Stewart's Forest, Section Ten (10) subdivision in Montgomery County, Texas;

WHEREAS, the 15.7436 acre tract and the 2.3844 acre tract are herein collectively referred to as the "Annexed Property";

WHEREAS, Section 1 of Article VIII of the Declaration gives the Declarant the right to annex additional property into the jurisdiction of the STEWART'S FOREST HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized to administer the provisions of the Declaration (the "Association"), and to subject such annexed property to the provisions of the Declaration; and

WHEREAS, the Declarant desires to annex the Annexed Property into the jurisdiction of the Association and to subject the Annexed Property to all of the provisions of the Declaration (to the extent not previously annexed).


NOW, THEREFORE, the Declarant hereby annexes the Annexed Property into the jurisdiction of the STEWART'S FOREST HOMEOWNERS ASSOCIATION, INC. and declares that the Annexed Property shall be a portion of the Properties (as defined in the Declaration) and shall be subject to all provisions of the Declaration, including without limitation, the right of the Association to levy assessments as set forth in Article III of the Declaration.

IN WITNESS WHEREOF this Declaration of Annexation is executed the 18th day of May, 2006.

DECLARANT:

CRIGHTON PARK LIMITED, a Texas limited partnership

By: Transnational Investments, Inc., its general partner

By: 
Benjamin Cheng, President

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on May 18, 2006 by Benjamin Cheng, President of Transnational Investments, Inc., which is the general partner of CRIGHTON PARK LIMITED, a Texas limited partnership, on behalf of said limited partnership.

[Seal]


Notary Public, State of Texas



AFTER RECORDING, RETURN TO:
Coats/Rose
Attn: Travis W. Hopper
3 Greenway Plaza, Suite 2000
Houston, Texas 77046

LIENHOLDER CONSENT AND SUBORDINATION

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, the undersigned is the legal owner and holder of that certain Promissory Note in the original principal sum of \$1,004,350.00 dated December 15, 1999, executed by Crighton Park Limited and payable to the undersigned, being secured by a deed of trust of even date with such note to Dale H. Andreas, Trustee, filed for record in the office of the County Clerk of Montgomery County, Texas, under Clerk's File No. 99103804, conveying and covering, among other tracts and parcels of land, the property attached to this Declaration of Annexation;

WHEREAS, the undersigned desires to evidence its consent to the foregoing Declaration of Annexation.

NOW THEREFORE, for Ten Dollars and other good and valuable consideration, the undersigned, as the owner and holder of said note, does hereby consent to the foregoing Declaration of Annexation and the terms and provisions of the Declaration and hereby subordinates its deed of trust lien and all other liens which may secure the Promissory Note to the Declaration of Annexation.

EXECUTED the 23rd day of May, 2006.

AMEGY MORTGAGE COMPANY, L.L.C. (f/k/a
Mitchell Mortgage Company, LLC)

By: [Signature]
Name: Don Hickey
Title: Senior Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Montgomery §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 23rd day of May, 2006 by Donald D. Hickey, Sr. V.P. of AMEGY MORTGAGE COMPANY, L.L.C. (f/k/a Mitchell Mortgage Company, LLC), on behalf of said entity.



Margaret Byrd Kaylor
Notary Public—State of Texas

EXHIBIT "A"

Page 1 Of 4 Pages

County: Montgomery
 Project: Stewart's Forest Section 5
 C.I. No.: 1400-04R
 Job Number: 2003-031-005

METES AND BOUNDS FOR 15.7436 ACRES

Being a 15.7436 acre tract of land located in the Ransom House Survey, A-245 and the Joseph House Survey, A-250, in Montgomery County, Texas; said 15.7436 acre tract being out of a call 239.0 acre tract of land recorded in Clerk's File Number 99103801 of the Official Public Records of Real Property of Montgomery County, Texas; said 15.7436 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, Central Zone, NAD 83):

Commencing at a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found for the southwest corner of Stewart's Forest Section 4, a subdivision recorded in Cabinet "V", Sheets 73 through 75 of the Plat Records of Montgomery County, Texas;

Thence, with the south line of said Stewart's Forest Section 4, North 67 degrees 15 minutes 42 seconds East, a distance of 140.00 feet to a 3/4-inch iron rod found, same being the Point of Beginning of the herein described tract;

Thence, continuing with said south line, the following five (5) courses and distances:

1. North 67 degrees 15 minutes 42 seconds East, a distance of 74.46 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
2. North 67 degrees 55 minutes 43 seconds East, a distance of 59.70 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
3. North 69 degrees 22 minutes 10 seconds East, a distance of 69.31 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
4. North 70 degrees 55 minutes 04 seconds East, a distance of 69.31 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
5. North 72 degrees 27 minutes 58 seconds East, a distance of 54.50 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;

Thence, leaving said south line and crossing aforesaid 239.0 acre tract, the following five (5) courses and distances:

Page 2 Of 4 Pages

6. South 16 degrees 39 minutes 36 seconds East, a distance of 67.69 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
7. South 07 degrees 52 minutes 36 seconds East, a distance of 144.85 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
8. South 27 degrees 08 minutes 54 seconds East, a distance of 120.36 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
9. South 24 degrees 49 minutes 42 seconds East, a distance of 94.88 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" set;
10. 266.56 feet along the arc of a curve to the left, said curve having a central angle of 27 degrees 01 minutes 53 seconds, a radius of 565.00 feet and a chord that bears North 45 degrees 55 minutes 01 seconds East, a distance of 264.09 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found on the southwest line of Stewart's Forest Section 6, a subdivision recorded in Cabinet "X", Sheets 55 through 58 of the Plat Records of Montgomery County, Texas;

Thence, with said southwest line and the northwest line of said Stewart's Forest Section 6, the following twenty-four (24) courses and distances:

11. South 57 degrees 35 minutes 56 seconds East, a distance of 70.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
12. 7.57 feet along the arc of a curve to the left, said curve having a central angle of 00 degrees 40 minutes 59 seconds, a radius of 635.00 feet and a chord that bears North 32 degrees 03 minutes 35 seconds East, a distance of 7.57 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
13. South 69 degrees 49 minutes 01 seconds East, a distance of 101.66 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
14. South 57 degrees 59 minutes 29 seconds East, a distance of 53.77 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
15. South 40 degrees 14 minutes 03 seconds East, a distance of 57.65 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
16. South 36 degrees 39 minutes 37 seconds East, a distance of 180.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;

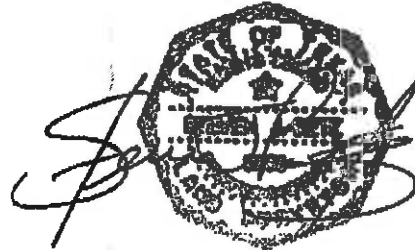
Page 3 Of 4 Pages

17. South 31 degrees 38 minutes 10 seconds East, a distance of 57.73 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
18. South 24 degrees 32 minutes 45 seconds East, a distance of 57.76 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
19. South 16 degrees 15 minutes 02 seconds East, a distance of 61.26 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
20. South 04 degrees 10 minutes 06 seconds East, a distance of 54.05 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
21. South 44 degrees 18 minutes 25 seconds West, a distance of 64.69 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
22. South 45 degrees 30 minutes 49 seconds West, a distance of 71.40 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
23. South 49 degrees 36 minutes 38 seconds West, a distance of 64.52 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
24. South 52 degrees 40 minutes 44 seconds West, a distance of 64.52 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
25. South 55 degrees 44 minutes 49 seconds West, a distance of 64.52 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
26. South 58 degrees 48 minutes 55 seconds West, a distance of 64.52 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
27. South 67 degrees 54 minutes 51 seconds West, a distance of 69.33 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
28. South 22 degrees 44 minutes 18 seconds East, a distance of 341.64 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
29. South 62 degrees 58 minutes 11 seconds West, a distance of 83.42 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
30. 41.09 feet along the arc of a curve to the right, said curve having a central angle of 94 degrees 10 minutes 17 seconds, a radius of 25.00 feet and a chord that bears North 69 degrees 49 minutes 26 seconds West, a distance of 36.62 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;

Page 4 Of 4 Pages

31. North 22 degrees 44 minutes 18 seconds West, a distance of 2.05 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
32. South 67 degrees 15 minutes 42 seconds West, a distance of 50.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
33. North 22 degrees 44 minutes 18 seconds West, a distance of 21.35 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
34. South 67 degrees 15 minutes 42 seconds West, a distance of 134.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found for the western most northwest corner of aforesaid Stewart's Forest Section 6;
35. Thence, North 22 degrees 44 minutes 18 seconds West, a distance of 1,370.00 feet to the Point of Beginning and containing 15.7436 acres of land.

5-3-06



100-11-0350

EXHIBIT "B"

Page 1 Of 2 Pages

County: Montgomery
Project: Stewart's Forest Section 10
C.I. No.: 1106-06
Job Number: 2005-023-003

METES AND BOUNDS FOR 2.3844 ACRES

Being a 2.3844 acre tract of land located in the Ransom House Survey, A-245, in Montgomery County, Texas; said 2.3844 acre tract being out of a call 239.0 acre tract of land recorded in the name of Crighton Park Limited in Clerk's File Number 2000-003577 of the Official Public Records of Real Property of Montgomery County, Texas; said 2.3844 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the north line of Stewart's Forest Section 3 Amending Plat recorded in Cabinet "X", Sheets 12 through 14 of the Plat Records of Montgomery County, Texas):

Beginning at a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found for the northeast corner of said Stewart's Forest Section 3, same being on the west right-of-way line of Stewart's Forest Drive (width varies) recorded in Cabinet "V", Sheets 51 through 54 of the Plat Records of Montgomery County, Texas;

Thence, with the north line of said Stewart's Forest Section 3, the following four (4) courses and distances:

1. South 89 degrees 13 minutes 59 seconds West, a distance of 90.62 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
2. South 87 degrees 26 minutes 04 seconds West, a distance of 100.87 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
3. South 85 degrees 21 minutes 40 seconds West, a distance of 119.84 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
4. South 83 degrees 11 minutes 25 seconds West, a distance of 15.26 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;

Thence, crossing aforesaid 239.0 acre tract, the following five (5) courses and distances:

5. North 06 degrees 48 minutes 35 seconds West, a distance of 120.79 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
6. North 19 degrees 13 minutes 00 seconds East, a distance of 66.23 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;

Page 2 Of 2 Pages

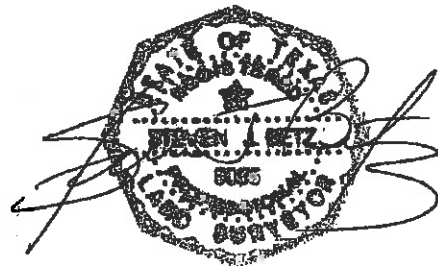
- 7. North 05 degrees 34 minutes 49 seconds West, a distance of 120.00 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
- 8. North 85 degrees 50 minutes 20 seconds East, a distance of 165.94 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set;
- 9. North 88 degrees 53 minutes 19 seconds East, a distance of 190.65 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" set on aforesaid west right-of-way line;

Thence, with said west right-of-way line, the following three (3) courses and distances:

- 10. South 01 degrees 17 minutes 19 seconds West, a distance of 27.62 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
- 11. 269.89 feet along the arc of a curve to the right, said curve having a central angle of 07 degrees 54 minutes 35 seconds, a radius of 1,955.00 feet and a chord that bears South 05 degrees 14 minutes 37 seconds West, a distance of 269.67 feet to a 3/4-inch rod with cap stamped "COSTELLO INC RPLS 4416" found;
- 12. 4.31 feet along the arc of a curve to the left, said curve having a central angle of 00 degrees 29 minutes 38 seconds, a radius of 500.00 feet and a chord that bears South 08 degrees 57 minutes 05 seconds West, a distance of 4.31 feet to the Point of Beginning and containing 2.3844 acres of land.

2-24-06

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.



FILED FOR RECORD

06 JUN -9 PM 3:49

Mark J. Farrell
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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

JUN 09 2006



Mark J. Farrell
County Clerk
Montgomery County, Texas

DECLARATION OF ANNEXATION
(STEWART'S FOREST, SECTION 9)

This Declaration of Annexation is made as of the date hereinafter stated by CRIGHTON PARK LIMITED, a Texas limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Stewart's Forest, as amended (the "Declaration"), which was filed on December 16, 2002 under Clerk's File No. 2002-131228 and recorded under Film Code No. 207-10-2917 in the Official Records of Real Property of Montgomery County, Texas (the "Official Public Records") which imposed covenants, conditions and restrictions on certain property described therein;

WHEREAS, Declarant along with CET Limited, a Texas limited partnership is the owner of that certain approximately 30.1449 acre tract of land as more particularly described in Exhibit "A" attached hereto, which is anticipated to be platted and subdivided as the Stewart's Forest, Section Nine (9) subdivision in Montgomery County, Texas (the "Annexed Property");

WHEREAS, Section 1 of Article VIII of the Declaration gives the Declarant the right to annex additional property into the jurisdiction of the STEWART'S FOREST HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized to administer the provisions of the Declaration (the "Association"), and to subject such annexed property to the provisions of the Declaration; and

WHEREAS, the Declarant desires to annex the Annexed Property into the jurisdiction of the Association and to subject the Annexed Property to all of the provisions of the Declaration (to the extent not previously annexed).

NOW, THEREFORE, the Declarant hereby annexes the Annexed Property into the jurisdiction of the STEWART'S FOREST HOMEOWNERS ASSOCIATION, INC. and declares that the Annexed Property shall be a portion of the Properties (as defined in the Declaration) and shall be subject to all provisions of the Declaration, including without limitation, the right of the Association to levy assessments as set forth in Article III of the Declaration.

[Remainder of page intentionally blank]

14-17945-22

004180.000125/4833-5324-8541.v1

IN WITNESS WHEREOF this Declaration of Annexation is executed the 21 day of Aug, 2014.

DECLARANT:

CRIGHTON PARK LIMITED,
a Texas limited partnership

By: Transnational Investments, Inc.,
a Texas corporation, its general partner

By: [Signature]
Benjamin Cheng, President

AS JOINED BY:

CET LIMITED,
a Texas limited partnership

By: Mountain Beach Corporation,
a Texas corporation, its general partner

By: [Signature]
Benjamin Cheng, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS- §
Montgomery

This instrument was acknowledged before me on the 21 day of Aug, 2014 by Benjamin Cheng, President Transnational Investments, Inc., which is the general partner of Crighton Park Limited, a Texas limited partnership, on behalf of said limited partnership.

[Seal] 

Terry L. Rogers
Notary Public—State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS- §
Montgomery

This instrument was acknowledged before me on the 21 day of Aug, 2014 by Benjamin Cheng, President Mountain Beach Corporation, which is the general partner of CET Limited, a Texas limited partnership, on behalf of said limited partnership.

[Seal] 

Terry L. Rogers
Notary Public—State of Texas

EXHIBIT "A"

County: Montgomery
Project: Stewart's Forest Section 9 - Plat Boundary
C.I. No.: 1608-13
Job Number: 2013-019-011

METES AND BOUNDS DESCRIPTION FOR 30.1149 ACRES

Being a 30.1149 acre tract of land located in the Ransom House Survey, Abstract No. 245 and Joseph House Survey, Abstract 250, both in Montgomery County, Texas; said 30.1149 acre tract being out of a called 239.0 acre tract of land conveyed to CET Limited in Clerk's File No. 2002-003577 of the Official Public Records of Real Property of Montgomery County, Texas (O.P.R.R.P.M.C.T.) and out of a called 140.0 acre tract of land conveyed to CET Limited in Clerk's File No. 99103805 of the O.P.R.R.P.M.C.T.; said 30.1149 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System NAD83, South Central Zone):

Beginning at a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found for the south corner of Lot 10, Block 3 of Stewart's Forest Section 8, a subdivision recorded in Cabinet "Z", Sheets 357-360 of the Montgomery County Plat Records (M.C.P.R.);

Thence, with the east line of said Stewart's Forest Section 8, the following twenty two (22) courses and distances:

1. North 67 degrees 28 minutes 51 seconds East, a distance of 260.94 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
2. North 50 degrees 52 minutes 49 seconds East, a distance of 337.84 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
3. North 49 degrees 33 minutes 40 seconds East, a distance of 167.52 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
4. North 45 degrees 05 minutes 52 seconds East, a distance of 325.09 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
5. North 38 degrees 56 minutes 13 seconds East, a distance of 28.10 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
6. North 34 degrees 46 minutes 42 seconds East, a distance of 80.11 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
7. North 28 degrees 36 minutes 36 seconds East, a distance of 80.11 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
8. North 22 degrees 26 minutes 45 seconds East, a distance of 80.11 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;

9. North 16 degrees 16 minutes 53 seconds East, a distance of 80.11 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
10. North 10 degrees 06 minutes 47 seconds East, a distance of 80.11 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
11. North 06 degrees 48 minutes 42 seconds East, a distance of 70.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
12. North 06 degrees 46 minutes 13 seconds East, a distance of 421.79 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
13. North 04 degrees 40 minutes 37 seconds East, a distance of 75.43 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
14. North 01 degrees 20 minutes 37 seconds East, a distance of 75.42 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
15. North 01 degrees 20 minutes 37 seconds East, a distance of 75.42 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
16. North 01 degrees 59 minutes 23 seconds West, a distance of 75.43 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
17. North 04 degrees 12 minutes 43 seconds West, a distance of 75.43 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
18. North 07 degrees 32 minutes 43 seconds West, a distance of 150.84 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
19. North 10 degrees 28 minutes 49 seconds West, a distance of 144.33 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
20. North 16 degrees 07 minutes 35 seconds West, a distance of 80.00 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
21. 58.11 feet along the arc of a curve to the right, said curve having a central angle of 04 degrees 19 minutes 27 seconds, a radius of 770.00 feet and a chord that bears South 76 degrees 02 minutes 08 seconds West, a distance of 58.10 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found;
22. North 06 degrees 27 minutes 25 seconds West, a distance of 176.40 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC RPLS 4416" found for the most northerly northeast corner of aforesaid Stewart's Forest Section 8;

Thence, crossing aforesaid 239.0 acre tract and aforesaid 140.0 acre tract, the following twelve (12) courses and distances:

23. North 81 degrees 35 minutes 34 seconds East, a distance of 491.42 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC" set;
24. South 07 degrees 22 minutes 14 seconds East, a distance of 170.13 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC" set;
25. South 02 degrees 42 minutes 25 seconds West, a distance of 188.82 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC" set;
26. South 08 degrees 51 minutes 47 seconds East, a distance of 440.76 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC" set;
27. South 11 degrees 13 minutes 58 seconds West, a distance of 424.64 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC" set;
28. South 08 degrees 17 minutes 00 seconds West, a distance of 129.20 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC" set;
29. South 07 degrees 11 minutes 05 seconds East, a distance of 408.38 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC" set;
30. South 38 degrees 55 minutes 36 seconds West, a distance of 775.74 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC" set;
31. South 76 degrees 12 minutes 19 seconds West, a distance of 162.20 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC" set;
32. South 43 degrees 05 minutes 34 seconds West, a distance of 527.35 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC" set;
33. South 53 degrees 41 minutes 53 seconds West, a distance of 327.82 feet to a 3/4-inch iron rod with cap stamped "COSTELLO INC" set;
34. North 22 degrees 44 minutes 18 seconds West, a distance of 497.00 feet to the Point of Beginning and containing 30.1149 acres of land.



E-FILED FOR RECORD
08/27/2014 2:42PM

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was e-FILED in
file number sequence on the date and at the time
stamped herein by me and was duly e-RECORDED in
the Official Public Records of Montgomery County, Texas.

08/27/2014



Mark Tumbull

County Clerk
Montgomery County, Texas