

LSV

2172 2156

63

DECLARATION OF ANNEXATION

FOR

8960558

LAKE SIDE VILLAGE AT LAKE OLYMPIA

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT N. V., a Netherlands Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all or a portion of the properties described on Exhibits "A", "B" and "C" which are attached hereto and incorporated by reference for all purposes (the "Property") upon which Declarant is in the process of developing a residential/mixed use commercial community known as Lake Olympia pursuant to a common or uniform plan or scheme of development;

AND, WHEREAS, by virtue of Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded in Volume 1355 at Page 709 of the Deed Records of Fort Bend County, Texas, Declarant has created, out of that portion of the Property which is more particularly described in the Declaration, a subdivision known as PALMER PLANTATION AT LAKE OLYMPIA SECTION ONE and has imposed upon such subdivision the covenants, conditions and restrictions described in the Declaration;

AND, WHEREAS, as contemplated by the Declaration, Declarant now desires to create, out of that portion of the Property, more particularly described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, a subdivision to be known as LAKE SIDE VILLAGE AT LAKE OLYMPIA (the "Subdivision") and to impose upon the property constituting the Subdivision, the covenants, conditions and restrictions described in the Declaration,

except to the extent that the same are modified or amended herein, all as a part of Declarant's uniform plan or scheme for development of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision shall be held, sold and conveyed subject to all of the easements, restrictions, covenants, and conditions described in the Declaration, which is incorporated herein by reference for all purposes, except to the extent that the Declaration is specifically amended herein, all of which easements, restrictions, covenants and conditions shall be binding upon any person or entity owning or claiming any right, title or interest in or to any portion of the property constituting the Subdivision, and their heirs, successors and assigns, and all of which shall inure to the benefit of, and be enforceable by, Declarant and each Owner (as defined in the Declaration); provided, however, that the easements, restrictions, covenants and conditions of the Declaration, so far as they affect the Subdivision, are amended as follows:

1. The Subdivision shall constitute, and the restrictions, covenants and conditions of this Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) and Two (2), inclusive in Block One (1); Lots One (1) through Nineteen (19), inclusive in Block Two (2); Lots One (1) through Six (6), inclusive in Block Three (3) and Reserve B to the extent Recreational Easements, as hereafter defined, are granted therefrom, all in Lakeside Village at Lake Olympia, a subdivision in Fort Bend County, Texas according to the map or plat thereof, recorded on Slide 984B and Slide 1003B in the Plat Records of Fort Bend County, Texas.
2. All Lots within this Subdivision, including Lots One (1) through Nineteen (19) inclusive in Block Two (2), and their associated Recreational Easements, as hereafter defined, are hereby declared to be Waterway Lots.
3. There is added to Article III a new Section 13 - Landscaping Assessments as follows:

Section 13. Landscaping Assessments. The Association shall have the right to levy and collect a Landscaping assessment ("Landscaping Assessment")

which shall be assessed against, and shall only be applicable to, the Recreational Easements. The proceeds of the Landscaping Assessment shall be used to landscape and maintain such landscaping on the Recreational Easements. The actual amount of the Landscaping Assessment shall be set by the Board, upon majority vote; however, such Landscaping Assessment applicable to any Recreational Easement shall not exceed \$40.00 per Recreational Easement per year, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3rds) of all of the Recreational Easements; provided however, and notwithstanding the \$40.00 limitation described above, the Board shall have the right to increase such assessment above \$40.00 as long as such increases are not more than ten percent (10%) annually.

Notwithstanding anything in Article VIII, paragraph "F" as amended to the contrary, the Association shall have the right, but not the obligation, to maintain and landscape the Recreational Easements. The Association's agents, employees, representatives or assigns shall have, and are hereby granted, an easement upon, in, or over the Recreational Easements, for the purpose of landscaping and maintaining same.

The Association shall have the right to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the Recreational Easements or any part thereof, all of which shall be binding upon, complied with and observed by each owner thereof.

4. Article V, Section Four, "Approval of Plans" is hereby amended to the following extent, and to the following extent only:

- (a) Plans for landscaping except where they might affect existing trees and lighting of a particular Lot need not be submitted to the Architectural Control Committee for approval until such time as the Builder or Owner of such Lot is ready, or is obligated, to proceed with installation of landscaping and lighting;
- (b) The final working plans and specifications need not include details of interior mechanical, electrical and plumbing fixtures, systems or installations, but shall include details of any exterior mechanical, electrical and plumbing structures; and
- (c) In the case of a Builder, the Architectural Control Committee may approve a partial preliminary site plan which reflects the exterior elevation, size and configuration of the proposed Living Unit and ancillary buildings, and reasonably identifies and describes all exterior colors and materials, provided that the actual preliminary plan, and final plan, for such Lot, comply with, and follow, such partial preliminary site plan.
- (d) All plans submitted to the Architectural Control Committee, including partial, preliminary and final plans shall show but not be limited to the location of the proposed foundation or slab upon each Lot. The

Architectural Control Committee shall have the right to require (1) that the slab or foundation be of pier and beam or pier and slab construction, (2) that a tree preservation plan be provided and (3) that adjustments be made in the location, height and extent of improvements to the extent that the Architectural Control Committee believes that the use of such foundation construction may help to preserve the maximum number of trees upon the lot or within the subdivision.

5. The following Sections of Article VII are amended as follows:

Section 2. Improvement on Lots. No building or other structure of any kind or type shall be constructed, maintained or allowed on any Lot other than: (i) one detached single-family dwelling, which shall not exceed two and one-half (2 1/2) stories in height; (ii) no more than one (1) private garage for no less than two (2) nor more than three (3) passenger cars; (iii) servant's quarters for household and domestic employees actually employed by the Owner or resident of the Lot; and (iv) a greenhouse to grow plants solely for family or household purposes of the Owner or resident of the lot, which greenhouse must not be visible from the street or adjacent property unless agreed to be Declarant, and plans for construction of such greenhouse. No carports (which shall not include porte-cocheres) shall be allowed on any lot unless specifically approved in writing by the Architectural Control Committee.

Garage set in back of the dwelling shall not be allowed on Lots One (1) and Two (2), inclusive, in Block One (1) and Lots One (1) through Six (6), inclusive, in Block Three (3) and shall open to the side of the lot and shall not face the street unless specifically approved in writing by the Architectural Control Committee. With respect to all Lots in Block Two (2) any garage shall be built to the rear. With respect to Lots Two (2) through Ten (10), inclusive, and Lots Fifteen (15) through Eighteen (18), inclusive, in Block Two (2) any garage shall face the side of the lot unless specifically detached and placed in back of the dwelling unit. With respect to Lots One (1) and Nineteen (19) in Block Two (2) garages shall be detached and such garages shall open to the front of the lot and shall not face the side street unless specifically approved in writing by the Architectural Control Committee. With respect to Lots Eleven (11) through Fifteen (15), inclusive, in Block Two (2) no detached garage opening to the street shall be allowed.

Section 3. Frontage. All improvements shall be constructed on lots so as to front the street upon which the lot faces. A corner lot shall be deemed to face toward the street which is furthest from the building setback line for such lot. The front exterior wall of a dwelling shall be constructed so as to be either parallel to the street upon which the lot faces, or at an angle thereto which does not exceed 45 degrees.

Section 7. Use. Each living Unit constructed upon a lot within the Subdivision shall contain not less than 1,900 square feet of living area if a one and one-half (1 1/2) story living Unit and not less than 2,400 square

feet of living area if a two-story living unit. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and/or greenhouses. Measurements shall be made to the face of the outside walls of the living area.

Section 8. Roofing Material. The roof of any living unit (including any garage or servant's quarters) shall be constructed or covered with (i) wood shingles which have been treated with fire retardant as prescribed by the ordinances of the City of Missouri City as then in existence or (ii) asphalt or composition type shingles of a minimum of 240 pound dimensional type, comparable in color to aged or weathered wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing.

Section 9. Garages. Unless the Architectural Control Committee specifically agrees otherwise in writing, each living unit shall have an attached or detached enclosed private garage, but no more than one (1) garage, for not less than two (2) nor more than three (3) passenger cars. Each owner or resident of a lot shall keep all doors to the private garage shut at all times when it is not necessary to keep such doors open. Garages shall be used only for passenger cars and other vehicles, including boats or trailers, of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside.

Section 10. Fences. The provisions of Article VII, Section 10 of the original Declaration shall control and be applicable of all lots of the Subdivision provided that no Owners of the lots on (1) and Two (2) inclusive in Block Two (1) and Lot One (1) through Six (6) inclusive in Block Three (1) shall build any fence or other similar structure on the back portion of lots One (1) and Two (2) inclusive in Block One (1) and Lot One (1) through Six (6) inclusive in Block Three (1), without the express prior written approval of the Architectural Control Committee. No building, fence or other structure shall be placed or built on any lot nearer to a side street line than the building setback line shown on the Subdivision plat nor in any front yard. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

6. There is added to Article VII new Sections 33, 34, 35 and 36 as follows:

Section 33. Window Coverings. Each Owner and occupant of a living unit shall provide drapes, blinds or window coverings, the exterior of which, when such window coverings are closed, shall be in white or neutral color.

Section 34. Height Restrictions on Waterway Lot. No portion of any deck, porch, patio, or other similar structure shall be erected or allowed to extend on any portion of any WATERWAY LOT to a height of more than three (3') feet above the natural elevation of the lot at any point on the

Lot. No structure, fence or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to prevent or impair the view of any lake or waterway from any adjoining WATERWAY LOT.

Section 35. Tree Preservation. The following shall apply to all lots containing existing trees:

- (a) For the purposes of tree preservation the term "tree" shall mean those that are more than six (6) inches in diameter at a height of five (5) feet from the existing ground except as noted.
- (b) Every effort must be made to locate all improvements, drives, trenches and other structures to be placed upon the lot in such a way as to minimize the number of trees which must be cut or removed.
- (c) A site plan reflecting the location of all existing trees and their species, and the proposed location of all improvements including houses, garages, driveways, walkways, patios, decks, fill and any other improvements structure or facility to be placed upon the lot shall be submitted and shall require the approval of the Architectural Control Committee prior to the commencement of construction.
- (d) A tree preservation plan reflecting the steps to be taken to protect and preserve existing trees during construction and as a result of proposed improvements shall be submitted and shall require approval by the Architectural Control Committee prior to the commencement of construction.
- (e) The Architectural Control Committee shall have the right to require the installation of a row of trees of the species and size not exceeding eight (8) inches in diameter at a height of five (5) feet from existing ground, to compensate for losses and/or damages due to construction or improvements to be placed on the lot.

Section 36. Maintenance of Decks, Porches and Patios. Decks, porches and patios shall be kept neat in appearance. Except for normal and customary patio furniture, storage of household goods, furniture, appliances or any other similar item shall not be allowed.

7. Article VIII, "Special Restrictions of Waterfront Properties and Waterway Usage" paragraph "f" shall be amended to add the following:

To the stated Declarant grants recreational easements ("Recreational Easements") out of Reserve E, to each of the owners of Lots One (1) through Nineteen (19) inclusive in Block Two (2). The Recreational Easements shall be subject to the restrictions, covenants, and conditions set forth herein:

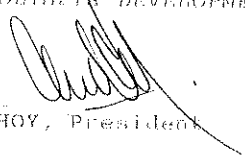
No permanent or temporary building, structure, improvement or landscaping of any kind or character shall be erected or maintained on any Recreational Easement, including, but not limited to, lighting facilities, fences, tents and trailers, nor shall any docks, piers, slips or any structure be erected on, or from, any Recreational Easement to the adjacent Waterway; however, each owner of any Recreational Easement shall have the exclusive right

to secure their boat on the cleats on the bulkhead which immediately adjoins their respective Recreational Easement. No items of personal property shall be stored on any Recreational Easement on either a temporary or permanent basis.

- 8. The Declaration is further amended by substitution of the Exhibits "E" and "F" which are attached hereto and incorporated herein by reference for all purposes, for the Exhibits "E" and "F" which are attached to the Declaration.
- 9. Except to the extent that the Declaration is specifically amended herein, all of the covenants, conditions, restrictions and reservations contained in the Declaration shall be and remain in full force and effect.
- 10. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

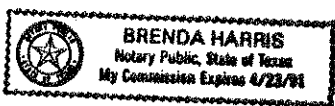
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 8th day of November 1989.

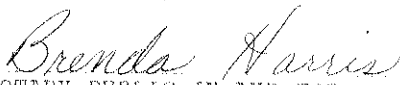
LAKE OLYMPIA DEVELOPMENT, N.V.,
a Netherlands Antilles corporation
D/B/A LAKE OLYMPIA DEVELOPMENT
CORPORATION

BY: 
ANDREW CHOY, President

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 8th day of November 1989 by ANDREW CHOY, President of LAKE OLYMPIA DEVELOPMENT, N. V., a Netherlands Antilles corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.

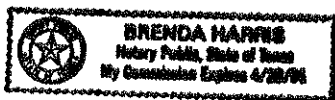



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Brenda Harris
BY COMMISSION EXPIRES: 4/23/91

Robert Middleton
Robert Middleton

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the *28th*
day of *November*, 1989 by ROBERT MIDDLETON,
owner of Lot 6, Block 3 of Lakeside Village at Lake Olympia.



Brenda Harris
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: *Brenda Harris*

MY COMMISSION EXPIRES: *4/23/91*

Middleton
Mirila S. Middleton

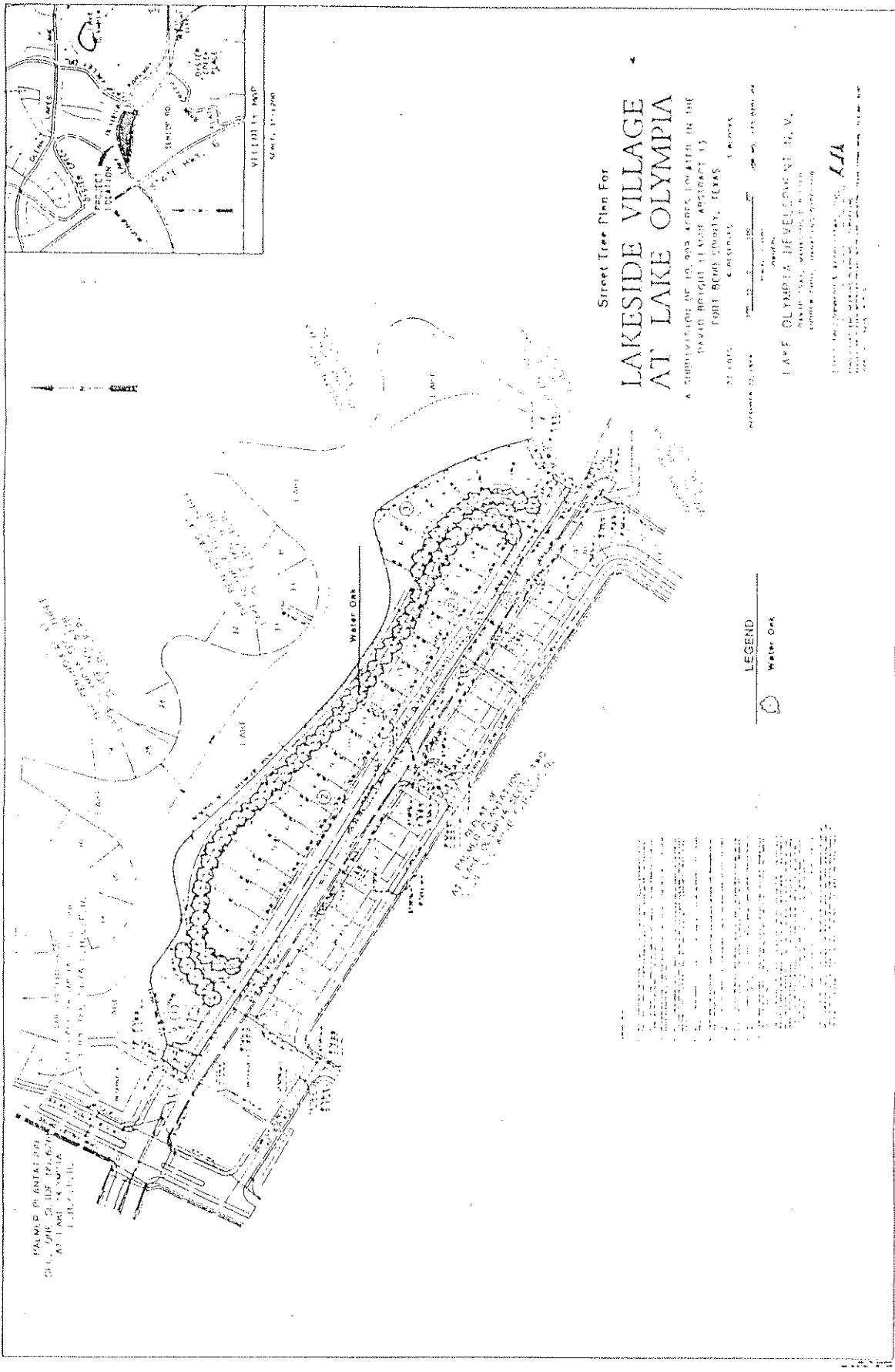
THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the *28th*
day of *November*, 1989 by MIRILA S. MIDDLETON,
owner of Lot 6, Block 3 of Lakeside Village at Lake Olympia.



Brenda Harris
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: *Brenda Harris*

MY COMMISSION EXPIRES: *4/23/91*



Street Tree Plan For
**LAKESIDE VILLAGE
 AT LAKE OLYMPIA**

A SUBDIVISION OF 10.98 ACRES LOCATED IN THE
 TOWN OF BRIGHT TOWNSHIP, ASPEN COUNTY,
 COLORADO

PREPARED BY: J. J. JENSEN
 ENGINEER

LAKE OLYMPIA DEVELOPMENT CO., INC.
 1000 10TH AVENUE, DENVER, COLORADO

JJA

LEGEND

Water Oak

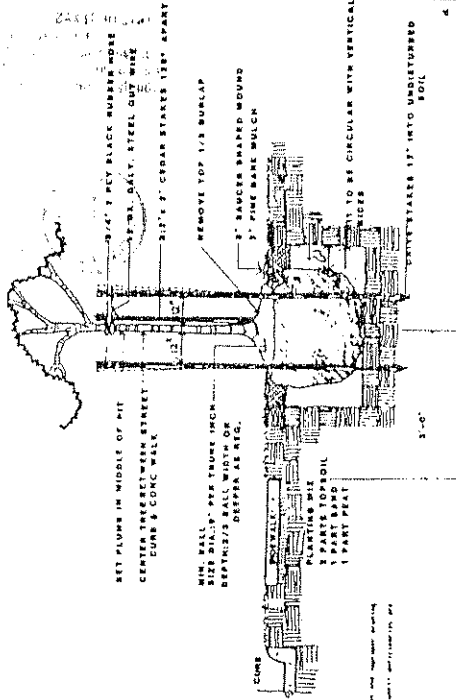
PALMS PLANTED PER
 THE PLAN OF THE DEVELOPMENT
 AT LAKE OLYMPIA

AT LAKE OLYMPIA
 TOWN OF BRIGHT TOWNSHIP,
 ASPEN COUNTY, COLORADO

TYPICAL NO. OF TREES = 2 PER LOT WIDTH



STREET TREE PLANTING



STAKING DETAIL FOR TREES LESS THAN 3" CAL.

- PART 1 - GENERAL**
1. Section includes:
 - a. Preparation of site
 - b. Planting of trees
 - c. Watering of trees
 - d. Staking of trees
 - e. Mulching of trees
 - f. Protection of trees
 - g. Maintenance of trees
 - h. Removal of trees
 2. Work shall be in accordance with the following:
 - a. American Society of Civil Engineers, "Standard Specifications for Street Tree Planting", 1988 Edition.
 - b. American Society of Civil Engineers, "Standard Specifications for Street Tree Planting", 1988 Edition.
 - c. American Society of Civil Engineers, "Standard Specifications for Street Tree Planting", 1988 Edition.
 - d. American Society of Civil Engineers, "Standard Specifications for Street Tree Planting", 1988 Edition.
 - e. American Society of Civil Engineers, "Standard Specifications for Street Tree Planting", 1988 Edition.
 - f. American Society of Civil Engineers, "Standard Specifications for Street Tree Planting", 1988 Edition.
 - g. American Society of Civil Engineers, "Standard Specifications for Street Tree Planting", 1988 Edition.
 - h. American Society of Civil Engineers, "Standard Specifications for Street Tree Planting", 1988 Edition.
 3. The contractor shall be responsible for the following:
 - a. Obtaining all necessary permits from the appropriate authorities.
 - b. Obtaining all necessary approvals from the appropriate authorities.
 - c. Obtaining all necessary insurance coverage.
 - d. Obtaining all necessary safety equipment.
 - e. Obtaining all necessary materials.
 - f. Obtaining all necessary labor.
 - g. Obtaining all necessary equipment.
 - h. Obtaining all necessary transportation.
 - i. Obtaining all necessary storage.
 - j. Obtaining all necessary disposal.
 - k. Obtaining all necessary recycling.
 - l. Obtaining all necessary reuse.
 - m. Obtaining all necessary conservation.
 - n. Obtaining all necessary protection.
 - o. Obtaining all necessary preservation.
 - p. Obtaining all necessary restoration.
 - q. Obtaining all necessary rehabilitation.
 - r. Obtaining all necessary improvement.
 - s. Obtaining all necessary maintenance.
 - t. Obtaining all necessary monitoring.
 - u. Obtaining all necessary evaluation.
 - v. Obtaining all necessary reporting.
 - w. Obtaining all necessary documentation.
 - x. Obtaining all necessary communication.
 - y. Obtaining all necessary coordination.
 - z. Obtaining all necessary cooperation.

- PART 2 - PRODUCTS**
1. Trees shall be:
 - a. Healthy and free from any signs of disease or insect damage.
 - b. Free from any mechanical damage to the trunk or branches.
 - c. Free from any signs of stress or nutrient deficiency.
 - d. Free from any signs of root damage or soil compaction.
 - e. Free from any signs of soil erosion or waterlogging.
 - f. Free from any signs of soil salinity or nutrient toxicity.
 - g. Free from any signs of soil compaction or waterlogging.
 - h. Free from any signs of soil salinity or nutrient toxicity.
 2. Stakes shall be:
 - a. Made of 3/4 inch x 1/2 inch burlap.
 - b. Made of 3/4 inch x 1/2 inch burlap.
 - c. Made of 3/4 inch x 1/2 inch burlap.
 - d. Made of 3/4 inch x 1/2 inch burlap.
 - e. Made of 3/4 inch x 1/2 inch burlap.
 - f. Made of 3/4 inch x 1/2 inch burlap.
 - g. Made of 3/4 inch x 1/2 inch burlap.
 - h. Made of 3/4 inch x 1/2 inch burlap.
 3. Mulch shall be:
 - a. Made of 3 inch PVC pipe.
 - b. Made of 3 inch PVC pipe.
 - c. Made of 3 inch PVC pipe.
 - d. Made of 3 inch PVC pipe.
 - e. Made of 3 inch PVC pipe.
 - f. Made of 3 inch PVC pipe.
 - g. Made of 3 inch PVC pipe.
 - h. Made of 3 inch PVC pipe.
 4. Soil shall be:
 - a. Free from any signs of compaction or waterlogging.
 - b. Free from any signs of salinity or nutrient toxicity.
 - c. Free from any signs of soil erosion or waterlogging.
 - d. Free from any signs of soil salinity or nutrient toxicity.
 - e. Free from any signs of soil compaction or waterlogging.
 - f. Free from any signs of soil salinity or nutrient toxicity.
 - g. Free from any signs of soil compaction or waterlogging.
 - h. Free from any signs of soil salinity or nutrient toxicity.

- PART 3 - EXECUTION**
1. Preparation:
 - a. Clear the site of any existing trees or structures.
 - b. Clear the site of any existing trees or structures.
 - c. Clear the site of any existing trees or structures.
 - d. Clear the site of any existing trees or structures.
 - e. Clear the site of any existing trees or structures.
 - f. Clear the site of any existing trees or structures.
 - g. Clear the site of any existing trees or structures.
 - h. Clear the site of any existing trees or structures.
 2. Planting:
 - a. Dig a hole of the appropriate size and depth.
 - b. Dig a hole of the appropriate size and depth.
 - c. Dig a hole of the appropriate size and depth.
 - d. Dig a hole of the appropriate size and depth.
 - e. Dig a hole of the appropriate size and depth.
 - f. Dig a hole of the appropriate size and depth.
 - g. Dig a hole of the appropriate size and depth.
 - h. Dig a hole of the appropriate size and depth.
 3. Staking:
 - a. Stake the tree with 3/4 inch x 1/2 inch burlap.
 - b. Stake the tree with 3/4 inch x 1/2 inch burlap.
 - c. Stake the tree with 3/4 inch x 1/2 inch burlap.
 - d. Stake the tree with 3/4 inch x 1/2 inch burlap.
 - e. Stake the tree with 3/4 inch x 1/2 inch burlap.
 - f. Stake the tree with 3/4 inch x 1/2 inch burlap.
 - g. Stake the tree with 3/4 inch x 1/2 inch burlap.
 - h. Stake the tree with 3/4 inch x 1/2 inch burlap.
 4. Mulching:
 - a. Place 3 inch PVC pipe around the tree.
 - b. Place 3 inch PVC pipe around the tree.
 - c. Place 3 inch PVC pipe around the tree.
 - d. Place 3 inch PVC pipe around the tree.
 - e. Place 3 inch PVC pipe around the tree.
 - f. Place 3 inch PVC pipe around the tree.
 - g. Place 3 inch PVC pipe around the tree.
 - h. Place 3 inch PVC pipe around the tree.
 5. Watering:
 - a. Water the tree daily for the first two weeks.
 - b. Water the tree daily for the first two weeks.
 - c. Water the tree daily for the first two weeks.
 - d. Water the tree daily for the first two weeks.
 - e. Water the tree daily for the first two weeks.
 - f. Water the tree daily for the first two weeks.
 - g. Water the tree daily for the first two weeks.
 - h. Water the tree daily for the first two weeks.
 6. Maintenance:
 - a. Monitor the tree for any signs of stress or damage.
 - b. Monitor the tree for any signs of stress or damage.
 - c. Monitor the tree for any signs of stress or damage.
 - d. Monitor the tree for any signs of stress or damage.
 - e. Monitor the tree for any signs of stress or damage.
 - f. Monitor the tree for any signs of stress or damage.
 - g. Monitor the tree for any signs of stress or damage.
 - h. Monitor the tree for any signs of stress or damage.
 7. Removal:
 - a. Remove the tree if it is dead or dying.
 - b. Remove the tree if it is dead or dying.
 - c. Remove the tree if it is dead or dying.
 - d. Remove the tree if it is dead or dying.
 - e. Remove the tree if it is dead or dying.
 - f. Remove the tree if it is dead or dying.
 - g. Remove the tree if it is dead or dying.
 - h. Remove the tree if it is dead or dying.