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AMENDMENT OF RESTRICTIONS  
AND DECLARATION OF ANNEXATION  
OF OYSTER CREEK PLACE SECTION ONE

THE STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

THIS AMENDMENT OF RESTRICTIONS AND DECLARATION OF ANNEXATION is made by LAKE OLYMPIA DEVELOPMENT, N.V., a Netherland Antilles corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant") and lot owners of certain property described on Exhibit "D" attached hereto ("Lot Owners").

W I T N E S S E T H:

WHEREAS, Declarant is the owner and/or former 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;

WHEREAS, by virtue of a Declaration of Covenants, Conditions and Restrictions 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 such 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 described above (the Declaration and any and all amendments and supplements thereto being hereinafter called the "Declaration");

WHEREAS, as contemplated by the Declaration in Article IX, Section 3 thereof, Declarant now desires to annex a subdivision owned by the Lot Owners more particularly described on Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes, which subdivision is known as Oyster Creek Place, Section One (the "Subdivision") and with the joinder of the Lot Owners to impose upon the property constituting the

*[Handwritten signature]*

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;

WHEREAS, the Subdivision is currently subject to those certain restrictions established by the Oyster Creek Place Association Restrictions ("Restrictions") dated October 11, 1984 and recorded in the Official Records of Fort Bend County, Texas, under Clerk's File No. 8507739 (Volume 1613, Page 792-816);

WHEREAS, the Lot Owners desire to amend such Restrictions by adopting the covenants, conditions and restrictions described in the Declaration, to the extent that the same are modified or amended herein, and by imposing on the Subdivision, such covenants, conditions and restrictions in lieu of the Restrictions.

NOW, THEREFORE, the Lot Owners hereby amend the Restrictions by deleting same in their entirety and by substituting in place thereof the Declaration, as amended hereby, and the Declarant and Lot Owners hereby declare 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 run with the property constituting the Subdivision and 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 Amendment of Restrictions and

Declaration of Annexation shall only cover and affect the following described property:

Lots One (1) through Eleven (11), inclusive, Lots Nineteen (19) through Seventy-One (71), inclusive, and Lots One Hundred (100) through One Hundred and Eight (108), inclusive, and Lots One Hundred Eleven (111) through One Hundred Fourteen (114), inclusive, in Block One (1), and Lots One (1) and Two (2) in Block Two (2), in OYSTER CREEK PLACE, SECTION ONE (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded on Slide No. 660B in the Plat Records of Fort Bend County, Texas, as replatted by a replat thereof, recorded on Slide No. 731A in the Plat Records of Fort Bend County, Texas, and as partially replatted by a partial replat thereof, recorded on Slide No. 919A in the Plat Records of Fort Bend County, Texas.

2. The first sentence of Article III, Section 9(b), "Rates of Assessment" is hereby amended to the following extent and to the following extent only:

(b) Anything herein to the contrary notwithstanding, the Assessment applicable to any Lot owned by a Builder upon which no Living Unit has been fully constructed and any Lot owned by Declarant or Vista Mortgage and Realty, Inc., shall be fifty percent (50%) of the rate applicable to all other Lots subject to such Assessment.

3. Article V, Section 4, "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 on the Lot, 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 any details of any exterior mechanical, electrical, and plumbing structures.

(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 that: (i) the slab or foundation be of pier and beam or pier and slab construction, (ii) a tree preservation plan be provided, and/or (iii) adjustments be made in the location, height and extent of improvements, to the extent that the Architectural Control Committee believes that this may help to

preserve the maximum number of trees upon the Lot or within the subdivision.

(e) Notwithstanding anything contained herein or in the Declaration to the contrary, the existing improvements, inclusive of fencing and landscaping, on Lots 20, 21, 100, 101, 102, 104, 111, 112, 113, and 114 in Block One of the Subdivision are hereby approved and shall not be in violation of the terms and conditions thereof; provided, however, such approval is expressly limited to such existing improvements and any new improvements, whether or not in replacement of the existing improvements, shall be subject to all of the terms, provisions and conditions hereof.

4. The following sections of Article VII are amended as follows:

Section 2. Improvement of Lots. No building or other structure of any kind or type shall be constructed, maintained, or allowed on any Lot other than (1) one detached single-family dwelling, which shall not exceed two and one-half (2-1/2) stories in height; (ii) no more than one private garage for no less than two (2) nor more than three (3) passenger cars and servant's quarters for household domestic employees actually employed by the Owner or resident of the Lot, which garages shall open to the street and shall not face the side of the Lot, unless specifically approved in writing by the Architectural Control Committee; and (iii) 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 in writing by the Architectural Control Committee and plans for construction or location of which must be approved by the Architectural Control Committee prior to construction of such greenhouse. No carports (which shall not include portecocheres) shall be allowed on any Lot unless specifically approved in writing by the Architectural Control Committee.

Section 6. 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 towards the street which is the furthest from the building setback line for such Lot. The front exterior wall of a dwelling will be constructed so as to lie either parallel to the street upon which the Lot faces, or at an angle thereto which does not exceed forty-five (45) degrees.

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 1,600 square feet of living area, if a one story Living Unit and not less than 2,000 square feet of living area, if a one and one-half story, two story or two and one-half story Living Unit. Notwithstanding the foregoing, the foregoing size requirements shall not be applicable to the Living Units currently constructed as of the date hereof on Lots 20, 21, 100, 101, 102, 104, 111, 112, 113, and 114 in Block One of the Subdivision, and in the event any Living Units on such Lots are damaged or destroyed, the rebuilt Living Unit shall in no event have less living area than the now existing Living Unit on such Lots. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and greenhouses. Measurements shall be to the face of the outermost exterior 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 in existence or (ii) asphalt or composition type shingles of a minimum of 235 pound - dimensional type, comparable in color to aged or weathered wood shingles. The decision to 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 27. Exceptions. For purpose of this Section 27 only, "Declarant" shall mean Vista Mortgage and Realty, Inc., its successors and assigns, and such rights granted to Vista Mortgage and Realty, Inc., pursuant to this Section, shall only extend to the Subdivision being annexed hereby; moreover, such rights shall not include, nor shall same impair or diminish, actions or approvals of the Architectural Control Committee.

5. There is added to Article VII new Sections 33 and 34 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 close, shall be on white or neutral color.

Section 34. Tree Preservation. The following shall apply to all Lots containing existing trees:

(a) For the purposes of the restrictions the term "Tree" shall mean those existing that are more than six (6) inches in diameter and a height of five (5) feet from the existing ground.

(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, and any other improvements, structure or facility to be placed upon the Lot shall be submitted to 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 the approval of the Architectural Control Committee prior to the commencement of construction of any improvements on the Lot.

(e) The Architectural Control Committee shall have the right to require the installation of tree or 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 damage to Trees due to construction or improvements to be placed on the Lot.

6. There is added to Article X a new Section 12 as follows:

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of the Declaration.

7. By execution hereof, the Lot Owners agree to immediately cause Oyster Creek Place Association, a Texas nonprofit corporation, to either be, at the option of Declarant, dissolved or merged into Lake Olympia Civic Association.


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 as to the extent 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.

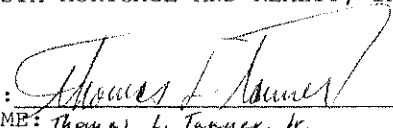
10. All words, phrases or terms used herein shall have the same meaning as contained in the Declaration, unless a contrary definition is given herein.

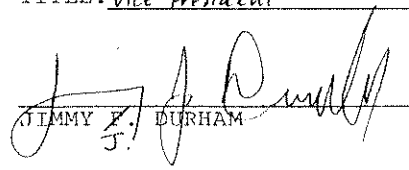
EXECUTED this 27th day of November, 1989.

LAKE OLYMPIA DEVELOPMENT, N.V.,  
A NETHERLAND ANTILLES CORPORATION  
d/b/a LAKE OLYMPIA DEVELOPMENT

BY:   
NAME: ANDREW CHOI  
TITLE: PRESIDENT

VISTA MORTGAGE AND REALTY, INC.

BY:   
NAME: Thomas L. Turner, Jr.  
TITLE: Vice President

  
JIMMY F. DURHAM

  
MICHELE DURHAM

OWNERS OF LOTS 19 AND 20 IN BLOCK 1

*Tim S. Tiffin*  
TIM S. TIFFIN

*Traci L. Tiffin*  
TRACI L. TIFFIN

OWNERS OF LOT 21 IN BLOCK 1

*David Hoon*  
DAVID HOON

*Jamie Hoon*  
JAMIE HOON

OWNERS OF LOT 100 IN BLOCK 1

*Thomas Andrew Pierle*  
THOMAS ANDREW PIERLE

*Denise Ann Pierle*  
DENISE ANN PIERLE

OWNERS OF LOT 101 IN BLOCK 1

*Forrest M. Ferguson*  
FORREST M. FERGUSON

*Janet M. Ferguson*  
JANET M. FERGUSON

OWNERS OF LOT 102 IN BLOCK 1

*Paul A. Durham*  
PAUL A. DURHAM

*Samantha P. Durham*  
SAMANTHA P. DURHAM

OWNERS OF LOT 104 IN BLOCK 1

*Roy Clyde Schultz*  
ROY CLYDE SCHULTZ

*Elise Sue Schultz*  
ELISE SUE SCHULTZ

OWNERS OF LOT 111 IN BLOCK 1

Norman Lewis  
NORMAN LEW

Margarita F. Lewis  
MARGARITA FLORES LEW

OWNERS OF LOT 112 IN BLOCK 1

Francisco Hurtado  
FRANCISCO HURTADO, JR.

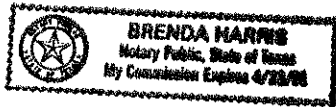
OWNER OF LOT 113 IN BLOCK 1

A. Lynne Arendell  
A. LYNNE ARENDELL

OWNER OF LOT 114 IN BLOCK 1

THE STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 27th  
day of November, 1989, by Andrew Choy  
President of LAKE OLYMPIA DEVELOPMENT, N.V.,  
d/b/a LAKE OLYMPIA DEVELOPMENT, on behalf of said corporation.



Brenda Harris  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: Brenda Harris  
MY COMMISSION EXPIRES: 4/23/91

THE STATE OF TEXAS §  
DALLAS §  
COUNTY OF ~~FORT BEND~~ §

This instrument was acknowledged before me on the 16th  
day of November, 1989, by Thomas B. Tatum, Jr.  
Vice President of VISTA MORTGAGE AND REALTY, INC., on  
behalf of said corporation.

Lisa Renee Britton  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: Lisa Renee Britton  
MY COMMISSION EXPIRES: 10-20-93



THE STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 14<sup>th</sup>  
day of JANUARY, 1989, by JIMMY E. DURHAM.

R. S. Durham  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: R. S. DURHAM  
MY COMMISSION EXPIRES: 4-11-94

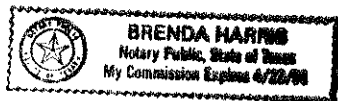
THE STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 4<sup>th</sup>  
day of JANUARY, 1989, by MICHELE DURHAM.

R. S. Durham  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: R. S. DURHAM  
MY COMMISSION EXPIRES: 4-11-94

THE STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

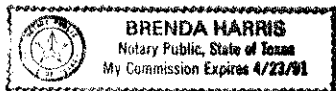
This instrument was acknowledged before me on the 20<sup>th</sup>  
day of December, 1989, by TIM S. TIFFIN.



Brenda Harris  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: Brenda Harris  
MY COMMISSION EXPIRES: 4/23/91

THE STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 20<sup>th</sup>  
day of December, 1989, by TRACI L. TIFFIN.



Brenda Harris  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: Brenda Harris  
MY COMMISSION EXPIRES: 4/23/91

THE STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

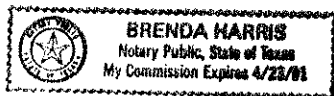
This instrument was acknowledged before me on the 11th  
day of December, 1989, by DAVID HOON.



Brenda Harris  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: Brenda Harris  
MY COMMISSION EXPIRES: 4/23/91

THE STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

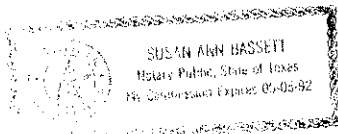
This instrument was acknowledged before me on the 11th  
day of December, 1989, by JAMIE HOON.



Brenda Harris  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: Brenda Harris  
MY COMMISSION EXPIRES: 4/23/91

THE STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

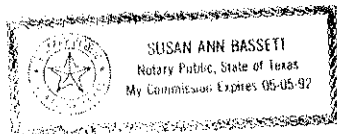
This instrument was acknowledged before me on the 7th  
day of December, 1989, by THOMAS ANDREW PIERLE.



Susan Ann Bassett  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: SUSAN ANN BASSETT  
MY COMMISSION EXPIRES: 5-5-92

THE STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 7th  
day of December, 1989, by DENISE ANN PIERLE.



Susan Ann Bassett  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: SUSAN ANN BASSETT  
MY COMMISSION EXPIRES: 5-5-92

THE STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 7th  
day of December, 1989, by FORREST M. FERGUSON.



Susan Ann Bassett  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: SUSAN ANN BASSETT  
MY COMMISSION EXPIRES: 5-5-92

THE STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

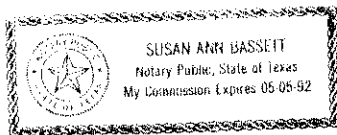
This instrument was acknowledged before me on the 22nd  
day of March, 1989, by JANET M. FERGUSON.  
  1990



Donna E. Ramirez  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: DONNA E. RAMIREZ  
MY COMMISSION EXPIRES: 11/19/92

THE STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

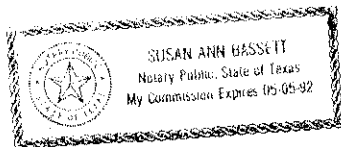
This instrument was acknowledged before me on the 17th  
day of December, 1989, by PAUL A. DURHAM.



Susan Ann Bassett  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: SUSAN ANN BASSETT  
MY COMMISSION EXPIRES: 5-5-92

THE STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 7th  
day of December, 1989, by SAMANTHA P. DURHAM.



Susan Ann Bassett  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: SUSAN ANN BASSETT  
MY COMMISSION EXPIRES: 5-5-92

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §

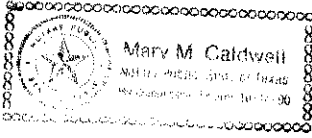
This instrument was acknowledged before me on the 12<sup>th</sup>  
day of February, 1989, by ROY CLYDE SCHULTZ.



Mary M Caldwell  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: Mary M Caldwell  
MY COMMISSION EXPIRES: 10-14-90

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 14<sup>th</sup>  
day of February, 1989, by ELISE SUE SCHULTZ.



Mary M Caldwell  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: Mary M Caldwell  
MY COMMISSION EXPIRES: 10-14-90

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §

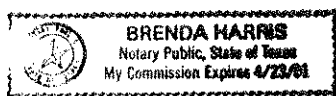
This instrument was acknowledged before me on the 19<sup>th</sup>  
day of December, 1989, by NORMAN LEW.



Brenda Harris  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: Brenda Harris  
MY COMMISSION EXPIRES: 4/23/91

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 19<sup>th</sup>  
day of December, 1989, by MARGARITE FLORES LEW.



Brenda Harris  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: Brenda Harris  
MY COMMISSION EXPIRES: 4/23/91

THE STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

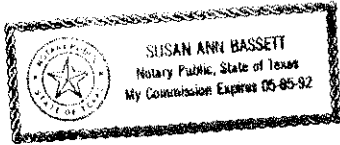
This instrument was acknowledged before me on the 23rd  
day of March, 1989, by FRANCISCO HURTADO, JR.  
1990



Donna E. Ramirez  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: Donna E. Ramirez  
MY COMMISSION EXPIRES: 11/10/92

THE STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 7th  
day of March, 1989, by A. LYNNE ARENDELL.  
96 50



Susan Ann Bassett  
NOTARY PUBLIC, STATE OF TEXAS  
NAME: Susan Ann Bassett  
MY COMMISSION EXPIRES: 5-5-92

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**STREET TREE PLANTING  
EXHIBIT "F"**

ALL LOTS WILL RECEIVE STREET TREES. TWO (2) STREET TREES WILL BE PLACED PER FRONT LOT, SPACED EQUALLY ALONG THE ROADWAY. ALL TREES WILL BE PLACED THREE (3) FEET BACK OF SIDEWALK.

IN CORNER LOT SITUATIONS, THREE (3) STREET TREES WILL BE PLACED ALONG THE SIDE LOTS ADJACENT TO THE STREET, UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THESE TREES WILL HAVE A SPACING EQUIVALENT TO THE FRONT LOT SPACING.

FOR WOODED LOTS, STREET TREES WILL NOT BE REQUIRED UNLESS EXISTING TREES ARE REMOVED OR DIE. THE ARCHITECTURAL REVIEW COMMITTEE DOES RESERVE THE RIGHT TO REQUIRE STREETS ON ANY WOODED LOT IT DEEMS NECESSARY.

**STREET TREE PLANTING SPECIFICATIONS**

**PART 1 - GENERAL**

**1. DESCRIPTION OF WORK**

- A. PREPARING PITS AND POCKETS FOR STREET TREE PLANTINGS.

**2. QUALITY ASSURANCE**

- A. CONTRACTOR QUALIFICATIONS; MINIMUM OF 2 YEARS EXPERIENCE ON PROJECTS OF SIMILAR CHARACTERISTICS IN SIZE OR LARGER.
- B. REFERENCE STANDARDS; AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN); HORTICULTURAL HORTICULTURAL STANDARDS, 1973.
- C. SOURCE CONTROL: DO NOT MAKE SUBSTITUTIONS.

**3. SUBMITTALS**

SUBMIT MANUFACTURER'S OR VENDOR'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS AND FERTILIZER MATERIALS.

**4. PRODUCT SPECIFICATIONS AND HANDLING**

- A. SEE CHART 'AA' FOR TREE TYPES AND LOCATIONS.
- ALL TREES WILL BE CONTAINER GROWN TREES 2 1/2" CALIPER WITH HEIGHT AND WIDTH CONFORMING TO AAN STANDARDS.
- B. DELIVERY:
1. DELIVER PLANTS WITH LEGIBLE I.D. LABELS ON EXAMPLE PLANTS.
  2. DELIVER FERTILIZER, PEAT, MULCH AND ALL OTHER SOIL AMENDMENTS TO SITE IN ORIGINAL UNOPENED CONTAINERS BEARING MANUFACTURER'S GUARANTEED ANALYSIS.
- C. STORAGE:
1. PROTECT ROOTS OF TREES FROM DRYING OR OTHER INJURY.

**5. JOB CONDITIONS**

BEFORE EXCAVATIONS ARE MADE, TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING TURF AREAS.

**6. GUARANTEE**

- A. GUARANTEE NEW TREES FOR ONE YEAR AFTER ACCEPTANCE OF FINAL INSTALLATION.
- B. MAKE REPLACEMENT DURING ONE YEAR GUARANTEE PERIOD WITH ORIGINAL SIZE AND PLANTING MIXTURE.

- C. MAINTAIN AFTER EACH ITEM IS PLANTED AND CONTINUE UNTIL INSTALLATION IS COMPLETED AND ACCEPTED:  
WEEDING, WATERING, PRUNING, SPRAYING, FERTILIZING

## PART 2 - PRODUCTS

### 1. MATERIALS

- A. PLANT MATERIALS:
1. TRUE TO BOTANICAL AND COMMON NAME AND VARIETY.
  2. FREE FROM DISEASE, INSECTS, KNOTS, SUNSCALD, WINDBURN, ABRASIONS OR DISFIGUREMENT.
  3. CONFORM TO MEASUREMENTS INDICATED AFTER PRUNING WITH BRANCHES IN NORMAL POSITION.
  4. CONFORM TO AAN STANDARDS.
- B. TOPSOIL; NATURAL, FERTILE AND FRIABLE SOILS HAVING TEXTURAL CLASSIFICATIONS OF SILT OR CLAY LOAM WITHOUT ADMIXTURE OR SUBSOIL MATERIAL. IT SHALL CONTAIN A NORMAL AMOUNT OF DECOMPOSED ORGANIC MATTER AND SHALL BE FREE OF STONES, NUTGRASS OR OTHER FOREIGN MATTER OR GRASSES.
- C. COMMERCIAL FERTILIZER: COMPLETE FERTILIZER DERIVED FROM ORGANIC SOURCES, BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS AND GUARANTEE THAT IT MEETS THE FOLLOWING REQUIREMENTS:
1. LOOSE COMMERCIAL FERTILIZER SHALL BE 12-24-12 GRANULAR, THOROUGHLY MIX 1/2 LB. PER C.Y. OF PLANTING MIX.
  2. FERTILIZER TABLETS SHALL BE 21 GRAM AGRIFORM PLANTING TABLETS WITH ANALYSIS:  
20-10-5 AS MANUFACTURED BY SIERRA CHEMICAL CO. OR EQUAL. PLACE 1 TABLET PER 1/2' CAL. AND TABLETS EVENLY AROUND ROOTBALL.
- D. PRE-EMERGENCE HERBICIDE: DACTHAL ACCORDING TO AAN STANDARDS.
- E. MULCH:
1. PEAT MOSS - DOMESTIC PRODUCT CONSISTING OF 98% PARTIALLY DECOMPOSED ORGANIC MATERIAL OF NATURAL OCCURRENCE. IT SHALL BE CLEAN AND FREE OF FOREIGN SUBSTANCE.
  2. WOOD BARK - NATURAL PRODUCT OF SHREDDED SOUTHERN PINE BARK. FREE FROM WEEK, SEED, SOIL, DISEASES AND INSECTS.
- F. ROOT ACTIVATOR: CARL POOL ROOT ACTIVATOR.
- G. GUYING AND STAKING MATERIAL: STAKES 120' APART, 3 - 2"x2" CEDAR DRIVE STAKES AT LEAST 12" INTO UNDISTURBED SOIL. 12" GALVANIZED STEEL GUY WIRE. 3/4" 2 PLY BLACK RUBBER HOSE.
- H. TREE WOUND PAINT: APPROVED COMMERCIAL PRODUCT.
- I. WATER: FREE OF OIL, ACIDS, ALKALI, SALT AND OTHER SUBSTANCES HARMFUL TO PLANT GROWTH. CONTRACTOR TO PROVIDE TEMPORARY HOSES. WATER FURNISHED ON SITE.
- J. SAND: WASHED BUILDERS SAND.

### 2. MIXES

- A. PLANTING MIXTURE
1. TOPSOIL: TWO PARTS
  2. PEAT: ONE PART
  3. SAND: ONE PART

## PART 3 - EXECUTION

**1. INSPECTION**

- A. INSPECT TREES FOR INJURY, INSECT INFESTATION AND IMPROPER PRUNING.
- B. DO NOT BEGIN PLANTING OR WRAPPING OF TREES UNTIL DEFICIENCIES ARE CORRECTED OR TREES REPLACED.

**2. FIELD MEASUREMENTS**

- A. STAKE LOCATIONS OF TREES.

**3. EXCAVATION FOR PLANTING**

- A. DIG IN CIRCULAR SHAPE WITH VERTICAL SIDES AT LEAST 12" LARGER IN DIAMETER THAN PLANT BALL AND DEEP ENOUGH BELOW ADJACENT GRADE OR CURB TO ACCOMMODATE BALL PLUS AT LEAST 6" MORE. THOROUGHLY LOOSEN NATURAL BOTTOM OF PIT.
- B. OBSTRUCTIONS BELOW GROUND:
  - 1. REMOVE ROCK OR UNDERGROUND OBSTRUCTIONS TO DEPTH NECESSARY TO PERMIT PLANTING.
  - 2. AVOID DAMAGING UNDERGROUND UTILITY LINES.
  - 3. REPAIR DAMAGE TO EXISTING UTILITIES.

**4. GENERAL PREPARATION/PLANTING**

- A. PLACE PLANTING MIXTURE IN BOTTOM OF EACH PIT SUFFICIENTLY DEEP TO SUPPORT TREE SO THAT FINISH GRADE AT THE PLANT WILL BE SAME AS THAT WHICH IT WAS GROWN. CENTER TREE IN PIT WITH PROPER ORIENTATION. ALL TREES SHALL BE PLACED STRAIGHT AND UPRIGHT. FILLING: USING PLANTING MIXTURE, FILL ALL POCKETS.
- B. APPLY MANUFACTURER'S RECOMMENDED RATE OF PRE-EMERGENCE HERBICIDE AND ROOT ACTIVATOR.
- C. APPLY 2" MULCH TOP DRESSING.
- D. THOROUGHLY WATER TREES.
- E. BUILD 2" SAUCER AROUND TREES TO FORM WATER BASIN.
- F. FOR BALLED AND BURLAPPED TREES:
  - 1. PLACE WITH BURLAP INTACT - REMOVE TOP 1/3 OF BURLAP.
  - 2. DO NOT PULL BURLAP FROM BALL.
  - 3. DO NOT PLANT IF BALL IS CRACKED OR BROKEN.
- G. GUY TREES 2 1/2 CALIPER AND OVER.
- H. PRUNING: UPON COMPLETION OF PLANTING, PRUNE ALL TREES, REMOVE DEAD OR INJURED TWIGS AND SUCKERS. MAKE ALL CUTS FLUSH, LEAVING NO STUDS. TREAT LARGER CUTS WITH APPROVED TREE PAINT.
- I. WATERING:
  - 1. WATER WHEN SOIL MOISTURE IS BELOW OPTIMUM LEVEL FOR BEST PLANT GROWTH.
  - 2. WATER TWICE A WEEK DURING INITIAL DRY WEATHER.

**5. CLEAN-UP**

REMOVE ANY SOIL, PEAT MOSS OR SIMILAR MATERIAL FROM PAVED AREAS, WALKS, ETC. REMOVE ALL EXCESS MATERIAL AND DEBRIS RESULTING FROM OPERATION OF STREET TREE PLANTING.



## CHART "AA"

STREET NAME	TREE TYPE	BOTANICAL NAME
CORRAL TREE PLACE	SHUMARD OAK	QUERCUS SHUMARDI
BUCKEYE PLACE	WATER OAK	ULMUS CRASSIFOLIA
HYACINTH PLACE	CEDAR ELM	QUERCUS NIGRA
CATALPA PLACE	PECAN	CARYA ILLINOENSIS
HAWTHORN PLACE	LIVE OAK	QUERCUS VIRGINIANA
MYRTLE LANE	LIVE OAK	QUERCUS VIRGINIANA

FILED

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*Dianne Nelson*  
 COUNTY CLERK  
 FORT BEND COUNTY, TEXAS

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

MAR 30 1990



*Dianne Nelson*  
 County Clerk, Fort Bend Co., Tex.

When Recorded, Return to:

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