

FIRST PARTIAL AMENDMENT OF DECLARATION OF ANNEXATION

FOR

THE PENINSULAS AT LAKE OLYMPIA SECTION FOUR

TO ESTABLISH

SWAN ISLE, SECTION ONE

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS FIRST PARTIAL AMENDMENT FOR DECLARATION OF ANNEXATION FOR THE PENINSULAS AT LAKE OLYMPIA, SECTION FOUR TO ESTABLISH SWAN ISLE, SECTION ONE, is made by LAKE OLYMPIA DEVELOPMENT N. V., a Netherlands Antilles Corporation, doing business as LAKE OLYMPIA DEVELOPMENT CORPORATION ("Declarant") AND AMENITY INVESTMENTS, INC. (AMENITY).

WHEREAS, Declarant and Amenity has heretofore executed and recorded a Declaration of Annexation for THE PENINSULAS AT LAKE OLYMPIA, SECTION FOUR, which is recorded in Volume 2162, Page 1614 of the Official Records of Fort Bend County, Texas, ("the Declaration of Annexation") and which is a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1011 A & B in the Plat Records of Fort Bend County, Texas.

AND, WHEREAS, The Declarant and Amenity desire to amend the Declaration of Annexation to create out of a portion of THE PENINSULAS AT LAKE OLYMPIA, SECTION FOUR, a subdivision to be known as SWAN ISLE, SECTION ONE (the "subdivision") as described in Exhibit "D" attached hereto and incorporated therein, and previously recorded as The Amending Plat of the Peninsulas Estates at Lake Olympia, Section One, according to the map or plat thereof recorded in Slide No. 1411B in the Plat Records of Fort Bend County, Texas, and to impose upon the property constituting the Subdivision certain easements, covenants, conditions and restrictions which are in lieu of those set forth in the Declaration of Annexation and which amend those set forth in the Declaration;

NOW, THEREFORE, Declarant and Amenity 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 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 and are in lieu of those set forth in the Declaration of Annexation and shall in no way impair the rights of any person or entity owning or claiming any right, title or interest in or to any portion of the remainder of the property in PENINSULAS AT LAKE OLYMPIA, SECTION FOUR and their heirs, successors and assigns:

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:

Lot One (1) through Lot Thirteen (13) inclusive in Block One (1), and Lots One (1) through Thirteen (13) inclusive in Block Two (2) and Lot Sixty-Five (65) through Seventy-Four (74) inclusive in Block Two (2), and Lot One (1) through Three (3) inclusive in Block Three (3) in An Amending Plat of Swan Isle at Lake Olympia Section One a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide No. 1475B in the Plat Records of Fort Bend County, Texas.
2. All Lots One (1) through Thirteen (13) inclusive in Block One (1), and Lots One (1) through Thirteen (13) inclusive in Block Two (2) and Lot Sixty-Five

(65) through Seventy-Four (74) inclusive in Block Two (2), and Lot One (1) through Three (3) inclusive in Block Three (3) within this Subdivision are hereby declared to be Waterway Lots in all respects and all lots within this Subdivision in both Blocks One (1), Two (2) and Three (3) are hereby declared Private Road Lots, as hereinafter defined.

3. There is added to Article I, new sections 21, 22, 23, and 24 as follows:

Section 21. "Private Road" shall mean and include any pavement, road or other access, all or a portion of which is so designated on any plat, amending plat or replat of the Subdivision and any prior or future Swan Isle sections, and is restricted in use within the Property or the Subdivision and any prior or future Swan Isle sections, up to the curb or shoulder along such Private Road, together with any adjacent areas contained within the boundaries of any right of way applicable to such Private Road and shall include both the pavement contained within such Private Road, the ground or bottom thereunder, and any structures now or hereafter located upon or within such Private Road except residential driveway approaches. The use of which is restricted to owners of property adjacent to the Private Road, their invitees, agents, etc. and to the Declarant, utility companies, governmental agencies, the Homeowners Association, their invitees, agents, etc..

Section 22. "Private Road Assessment" shall mean an assessment levied only against the Private Road Lots (as defined herein) the proceeds of which shall be used to repair, maintain, rebuild, restore, and style or otherwise service any portion of a Private Road and any roadway or set back between a Private Road and the property which it adjoins.

Section 23. "Private Road Lot" shall mean a Lot, any portion of which is bounded by, or which fronts upon or backs up to a Private Road or any portion of a Private Road and shall include, without limitation, those lots designated as Private Road Lots in any Declaration of Annexation hereafter Executed and recorded by Declarant.

Section 24. "Easements" shall mean and refer to the various utility, maintenance, and other easements of record, easements shown on the Plat, and such other easements as are created or referred to in this Declaration.

4. There is added to Article III new sections 14 and 15 as follows:

Section 14. Private Road Assessments. In addition to the General Assessment, Special Assessment, and Waterway Assessment the Association may levy a Private Road Assessment which shall be assessed

against, and shall only be applicable to, Private Road Lots, and shall be subject to the following conditions and limitations:

- (a) The amount of the Private Road Assessment applicable to any Private Road Lot shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Swan Isle Section One and any prior or future Swan Isle sections.
- (b) The Private Road Assessment shall be assessed against each Private Road Lot on an equal basis regardless of frontage along any Private Road.
- (c) The actual amount of any Private Road Assessment shall be set by the Board, upon majority vote, provided that it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of any Private Road Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure, preserve or improve, in any way, any pavement, shoulder or other facility of a Private Road and its adjoining property, including, without limitation, any facilities which support or are ancillary to, any pavement or area between curb and Right-of-Way reflected on the plat, amending plat, replat or serving the Subdivision and any prior or future Swan Isle sections.
- (e) The Private Road Assessment shall not take affect or be assessed until January 1, 1997. All lots owned by the Declarant, Amenity, or an active builder shall be exempt from the Private Road Assessment.

Section 15. Private Area Assessment. The Association shall have the right to levy and collect an assessment ("Private Area Assessment") which shall be assessed against and shall only be applicable to the Subdivision and any and any prior or future Swan Isle sections. The proceeds of the Private Area Assessment shall be used as herein after described. The Private Area Assessment shall be subject to the following conditions and limitations:

- (a) The amount of the Private Area Assessment shall not exceed one-hundred percent (100%) of the maximum General Assessment which could be assessed against such Lot under the provisions of Section 5 above, unless a greater assessment is consented to or voted upon by the owners of two-thirds (2/3) of all Private Road Lots in the Swan Isle Section One and any prior or future Swan Isle sections.
- (b) The Private Area Assessment shall be assessed against each Lot in the Subdivision on an equal basis.
- (c) The actual amount of the Private Area Assessment shall be set by the Board upon a majority vote, provided it does not exceed the maximum amounts authorized herein.
- (d) The proceeds of the Private Area Assessment shall be used by the Association to repair, maintain, restore, rebuild, replace, secure,

preserve or improve, in any way the security, landscaping, entry structures and related appurtenances, including any facilities which support or are ancillary to any Reserve or as entry area reflected on the plat, amending plat, replat or serving the Subdivision and any prior or future Swan Isle sections. Including but not limited to Reserve "D" which is restricted solely for the use of the Association, and Swan Isle Owners and their invitees

- (e) The Private Road Assessment shall not take effect or be assessed until January 1, 1997. All lots owned by the Declarant, Amenity, or an active builder shall be exempt from the Private Road Assessment.

5. 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;
- (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.

6. 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 three (3) stories in height; (ii) no more than two (2) private garage for no less than two (2) nor more than four (4) passenger cars which garages shall not face any Waterway 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 to by Declarant, 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.

Some part of the property conveyed herein may be wetlands, part of the waters of the United States, as defined by the Federal Water Pollution Prevention and Control Act (Clean Water Act) and regulations promulgated thereunder. As such, the part of the property identified as wetlands may be subject to the jurisdiction of the United States Army Corps of Engineers pursuant to the Clean Water Act. Discharge of dredged or fill material into these waters requires a permit issued by the Corps of Engineers under 33 U.S.C. 1344 (1986 & Supp. 1988). As currently defined by the Corps of Engineers, fill material means "any material used for the primary purpose of replacing an aquatic area with dry land or changing the bottom elevation of any waterbody." 33 C.F.R. 323.2 (e) (1989). Certain minor construction projects and other discharges may be conducted without an individual permit, as provided for by Corps of Engineers' issuance of a general permit authorizing such specific activities. Any projects involving the discharge of dredged or fill material into wetlands or other waters must be undertaken in accordance with current existing regulations.

Lake Olympia Development is currently covered by a Corps of Engineers Permit No. 16350 (01). All designated wetlands are to be preserved. To aid this, a buffer zone has been designated, in certain areas approximately 50 feet on either side of the existing shoreline, and lake access is to be by boardwalk. No fill or structures, excluding boardwalks or fences where permitted, including temporary structures, shall be placed in the wetlands buffer zone designated on the subdivision plat.

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 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 lie either parallel to the street upon which

the Lot faces, or at an angle thereto which does not exceed 45 degrees, unless otherwise permitted by the Architectural Control Committee

Section 7. Size. Each Living Unit constructed upon a Lot within the Subdivision shall contain not less than 2,200 square feet of living area if a one-story Living Unit and not less than 2,700 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) 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 300 pound dimensional type. 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 in no event more than two (2) garage, for not less than two (2) nor more than four (4) 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 on 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. All garage doors shall open to the front side of the Lot, unless specifically approved in writing by the Architectural Control Committee.

Section 10. Fences. No Owner shall be required to build any fence on any Lot, and no Owner shall build any fence or other similar structure on any Lot or the back portion of any Waterway Lot without the express, prior written approval of the Architectural Control Committee. Unless otherwise specifically agreed to in writing by the Architectural Control Committee, no building, fence or other structure shall be placed or built on any Lot nearer to the front lot line than the building setback lines shown on the subdivision plat. No building or other structure (except for a fence) shall encroach on any easement reflected on the Subdivision plat.

All dedicated drainage easements reflected on the Subdivision plat, shall be kept free of all fences, buildings, plantings, and other obstructions that interfere with drainage. Only wrought iron fences with spacings not less than four inches and not more than six inches shall be allowed within the drainage easement. All improvements within the drainage easement shall be subject to the approval of the party ultimately responsible for its maintenance as a drainage easement.

Section 30. Exterior Lighting. The approval of the Architectural Control Committee must be obtained in writing prior to the installation of any floodlights, flood lamps, gas lights or any other type of exterior lighting on any Lot. One gas pole lamp shall be placed on each lot of a type and at a location as set by the Architectural Control Committee unless specifically approved in writing by the Architectural Control Committee.

7. There is added to Article VII new Sections 33, 34, 35, 36, and 37 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 on white or neutral color.

Section 34. Height Restrictions on Waterway Lot. Unless the Architectural Control Committee specifically agrees in writing to the contrary, 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, fences or landscaping of any kind shall be so placed on the portion of any WATERWAY LOT behind the house erected thereon so as to materially 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.
- (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 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 damages due to construction or improvements to be placed on the Lot.

Section 36. Maintenance of Rear Yards, Decks, Porches and Patios. Rear yards, 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.

Section 37. Utility Easements; Liability. Declarant, its successors and assigns, reserves the easements and rights-of-way as shown on the Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, cable television and telephone line or lines, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the Properties.

Neither Declarant, its assigns, agents, employees or servants nor any utility company using the easements hereinbefore referred to shall be liable for any damages done by them to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by said easements.

It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by Declarant, or any easement owner or their agents, through, along or upon the premises affected, the right to maintain repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly reserved by Declarant.

There is added to Article X, a new section 12 as follows:

Section 12. FHA/VA Approval. As long as there is 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.

9. 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.
10. 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.

11. 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 25th day of April, 1996.

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

BY: David K.C. Tsai
DAVID K.C. TSAI, Managing
Director
AMENITY INVESTMENTS, INC.

BY: Andrew Choy
ANDREW CHOY
President of Houston Division

APPROVED BY:
I Y HOANG DO, OWNER of Lot 9 Block 2

BY: I Y Hoang Do
I Y Hoang Do

APPROVED BY:
U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

BY: James M. Wilson
JAMES M. WILSON, Manager

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 25th day of April, 1996 by DAVID K.C. TSAI, Managing Director of LAKE OLYMPIA DEVELOPMENT, N. V., a Netherlands Antilles Corporation, d/b/a LAKE OLYMPIA DEVELOPMENT CORPORATION, on behalf of said corporation.



Michelle E. Watkins
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Michelle E. Watkins
MY COMMISSION EXPIRES: 4-26-99

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 25th day of April, 1996 by ANDREW CHOY, President of Houston Division of AMENITY INVESTMENTS, INC. on behalf of said corporation.



Michelle E. Watkins
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Michelle E. Watkins
MY COMMISSION EXPIRES: 4-26-99

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the _____
day of _____, 1995 by JAMES M. WILSON, Manager
of the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, on
behalf of said _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: _____
MY COMMISSION EXPIRES: _____

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 23rd
day of April, 1995 by I Y HOANG DO, as Owner
of the Lot Nine in Block Two. *JD*

Leticia Rodriguez

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
NAME: Leticia Rodriguez
MY COMMISSION EXPIRES: 10-30-99



RETURN TO: LAKE OLYMPIA DEVELOPMENT
2700 LAKE OLYMPIA PARKWAY
MISSOURI CITY, TEXAS 77459

Revised 1-8-82

October 12, 1981

Job No. 176-0000-21

DESCRIPTION OF
PALMER PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 1

Being 359.403 acres of land located in the David Bright League, Abstract 13, Fort Bend County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of Quail Valley Subdivision, Glenn Lakes, Section 1, a subdivision of record in Volume 10, Page 1 of the Plat Records of Fort Bend County, Texas;

Thence, with the south line of said Glenn Lakes, Section 1, North $88^{\circ} 58' 55''$ East, 795.93 feet to a point for corner;

Thence, continuing with said south line, North $88^{\circ} 20' 20''$ East, 280.00 feet to a point for corner;

Thence, leaving said south line, South $01^{\circ} 39' 40''$ East, 336.70 feet to a point for corner;

Thence, South $57^{\circ} 52' 10''$ East, 440.39 feet to a point for corner;

Thence, South $38^{\circ} 22' 03''$ East, 302.76 feet to a point for corner;

Thence, South $50^{\circ} 21' 21''$ East, 903.96 feet to a point for corner;

Thence, South $26^{\circ} 57' 08''$ East, 299.78 feet to a point for corner;

Thence, South $18^{\circ} 14' 45''$ West, 438.36 feet to a point for corner;

Thence, South $61^{\circ} 41' 30''$ West, 297.48 feet to a point for corner;

Thence, South $01^{\circ} 23' 53''$ East, 598.05 feet to a point for corner; in the north line of Senior Road (60.00 feet wide);

Revised 1-8-82

October 12, 1981

Job No. 176-0000-21

Thence, South $64^{\circ} 56' 34''$ West, 75.36 feet to a point for corner;

Thence, South $61^{\circ} 40' 12''$ West, 590.83 feet to a point for corner
in the aforementioned north line of Senior Road;

Thence, with the north line of Senior Road, South $88^{\circ} 36' 07''$ West,
2825.67 feet to a point for corner in the center line of Oyster Creek;

Thence, with the center line meanders of Oyster Creek the following
nineteen (19) courses:

1. North $36^{\circ} 39' 40''$ West, 90.41 feet to a point for corner;
2. North $56^{\circ} 58' 53''$ West, 789.64 feet to a point for corner;
3. North $58^{\circ} 32' 29''$ West, 712.80 feet to a point for corner;
4. North $85^{\circ} 33' 10''$ West, 645.21 feet to a point for corner;
5. South $80^{\circ} 49' 42''$ West, 185.43 feet to a point for corner;
6. South $87^{\circ} 34' 50''$ West, 165.42 feet to a point for corner;
7. North $73^{\circ} 32' 23''$ West, 221.74 feet to a point for corner;
8. North $41^{\circ} 44' 14''$ West, 212.81 feet to a point for corner;
9. North $10^{\circ} 38' 12''$ West, 235.33 feet to a point for corner;
10. North $41^{\circ} 07' 59''$ East, 159.52 feet to a point for corner;
11. North $34^{\circ} 56' 41''$ East, 198.35 feet to a point for corner;
12. North $53^{\circ} 43' 35''$ East, 203.19 feet to a point for corner;
13. North $62^{\circ} 17' 52''$ East, 174.31 feet to a point for corner;
14. North $60^{\circ} 18' 28''$ East, 100.99 feet to a point for corner;
15. North $45^{\circ} 26' 24''$ East, 118.28 feet to a point for corner;
16. North $31^{\circ} 38' 44''$ East, 531.90 feet to a point for corner;
17. North $03^{\circ} 37' 10''$ West, 501.14 feet to a point for corner;
18. North $16^{\circ} 46' 56''$ West, 125.90 feet to a point for corner;
19. North $64^{\circ} 09' 40''$ West, 198.56 feet to a point for corner;

Thence, leaving said center line, South $07^{\circ} 38' 27''$ East, 119.41
feet to a point for corner;

Thence, North $88^{\circ} 43' 15''$ East, 135.68 feet to a point for corner
in the south line of a replat of Quail Valley Subdivision, Thunderbird,
Section 2, a subdivision of record in Volume 23, Page 3 of the Plat Records
of Fort Bend County, Texas;

Thence, with the south line of said Thunderbird, Section 2 the
following five (5) courses:

EXHIBIT "A"

PAGE 2 of 3

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1. North $88^{\circ} 13' 48''$ East, 283.63 feet to a point for corner;
2. North $88^{\circ} 43' 55''$ East, 593.59 feet to a point for corner;
3. North $88^{\circ} 59' 29''$ East, 459.22 feet to a point for corner;
4. North $89^{\circ} 04' 57''$ East, 918.79 feet to a point for corner;
5. North $88^{\circ} 37' 56''$ East, 835.47 feet to the southeast corner

of said Thunderbird, Section 2, same being in the west line of the aforementioned Glenn Lakes, Section 1;

Thence, with the west line of Glenn Lakes, Section 1, South $00^{\circ} 57' 25''$ East, 8.91 feet to the POINT OF BEGINNING and containing 359.403 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

Revised 1/8/82
October 12, 1981
Job No. 180-0000-21

DESCRIPTION OF
PALMER PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 2

Being 332.269 acres of land located in the David Bright League, Abstract 13, Fort Bend County, Texas and being more particularly described by mates and bounds as follows:

BEGINNING at the southeast corner of Quail Valley Subdivision, Glenn Lakes, Section 1, a subdivision of record in Volume 10, Page 1 of the Plat Records of Fort Bend County, Texas;

Thence, North $88^{\circ} 53' 11''$ East, 3,026.35 feet to a point for corner;

Thence, South $01^{\circ} 06' 49''$ East, 275.77 feet to a point for corner;

Thence, South $64^{\circ} 29' 30''$ East, 76.36 feet to a point for corner;

Thence North $58^{\circ} 33' 00''$ East, 243.06 feet to a point for corner;

Thence, South $01^{\circ} 06' 49''$ East, 2,939.99 feet to a point for corner in the north line of Senior Road (60.00 feet wide);

Thence, with the north line of Senior Road, South $88^{\circ} 36' 07''$ West, 4,497.19 feet to a point for corner;

Thence, leaving said north line, North $01^{\circ} 23' 53''$ West, 895.90 feet to a point for corner;

Thence, North $61^{\circ} 41' 30''$ East, 297.48 feet to a point for corner

Thence, North $18^{\circ} 14' 45''$ East, 438.36 feet to a point for corner

Thence, North $26^{\circ} 57' 08''$ West, 299.78 feet to a point for corner

Thence, North $50^{\circ} 21' 21''$ West, 903.96 feet to a point for corner

Thence, North $38^{\circ} 22' 03''$ West, 302.76 feet to a point for corner

AS PER ORIGINAL

Revised 1/8/82
October 12, 1981
Job No. 180-0000-21

Thence, North 57° 52' 10" West, 448.39 feet to a point for corner;

Thence, North 01° 39' 40" West, 336.70 feet to a point for corner
in the south line of aforementioned Glenn Lakes, Section 1;

Thence, with the south line of Glenn Lakes, Section One,
North 88° 20' 20" East, 2,164.25 feet to the POINT OF BEGINNING and
containing 332.269 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC

LEGAL DESCRIPTION

53.7577 ACRES IN THE
ELIJAH ROARK LEAGUE, A-77
FORT BEND COUNTY, TEXAS

Being 53.7577 acres in the Elijah Roark League, Abstract 77, Fort Bend County, Texas, more particularly being a portion of that certain 389.5 acre tract of land conveyed to Hermann Hospital Estates by instrument of record in Volume 75, Page 530, Deed Records, Fort Bend County, Texas and said 53.7577 acres being more particularly described by metes and bounds as follows;

BEGINNING at a 1 1/4 inch iron pipe found marking the northwest corner of that certain 3.5489 acre tract conveyed to Dannie Joe DeWalt Robinson by instrument of record in Volume 504, Page 66, Deed Records, Fort Bend County, Texas, same being in the south line of Senior Road;

Thence, leaving said south line of Senior Road, with the west line of said 3.5489 acres, South 10° 36' 47" East, 389.27 feet to a 1/2 inch iron rod set for corner in the approximate centerline of a drainage swale;

Thence, leaving the west line of said 3.5489 acres, with the approximate centerline of said drainage swale, the following eleven (11) courses:

1. South 86° 38' 21" West, 50.72 feet to a 1/2 inch iron rod set for corner;
2. South 86° 38' 21" West, 144.35 feet to a 1/2 inch iron rod set for corner;
3. South 88° 13' 56" West, 154.01 feet to a 1/2 inch iron rod set for corner;
4. South 88° 36' 21" West, 628.70 feet to a 1/2 inch iron rod set for corner;
5. South 88° 47' 48" West, 490.55 feet to a 1/2 inch iron rod set for corner;

53.7577 Acres

October 24, 1983
Job No. 173-0104-02

6. South 88° 29' 19" West, 386.99 feet to a 1/2 inch iron rod set for corner;
7. South 88° 32' 18" West, 420.79 feet to a 1/2 inch iron rod set for corner;
8. South 88° 20' 20" West, 484.90 feet to a 1/2 inch iron rod set for corner;
9. South 67° 04' 26" West, 47.60 feet to a 1/2 inch iron rod set for corner;
10. South 35° 02' 58" West, 313.15 feet to a 1/2 inch iron rod set for corner;
11. South 85° 32' 47" West, 186.41 feet to a 1/2 inch iron rod set for corner;

Thence, South 53° 24' 21" West, 149.91 feet to a 1/2 inch iron rod set for corner, same being in the northeasterly line of Rustlers Crossing, a subdivision of record in Volume 28, Page 2, Map Records, Fort Bend County, Texas;

Thence, with said northeasterly line, the following five (5) courses:

1. North 44° 21' 45" West, 52.21 feet to a 1/2 inch iron rod set for corner;
2. North 82° 47' 45" West, 288.10 feet to a 1/2 inch iron rod set for corner;
3. North 56° 34' 29" West, 187.14 feet to a 1/2 inch iron rod set for corner;
4. North 77° 57' 54" West, 510.03 feet to a 1/2 inch iron rod set for corner;
5. North 66° 58' 35" West, 600.97 feet to a 1/2 inch iron rod set for corner, same being the most northerly corner of said Rustlers Crossing;

53.7577 Acres

October 24, 1983
Job No. 173-0104-02

Thence, North 68° 37' 59" West, at 55.51 feet pass the most easterly corner of that certain 84.3676 acre tract conveyed to Colonial Savings Association by instrument of record in Volume 937, Page 723, Deed:Records, Fort Bend County, Texas and continue with the northeasterly line of said 84.3676 acres, in all, 166.66 feet to a 1/2 inch iron rod set for corner;


Thence, continuing with said northeasterly line, North 48° 38' 44" West, 205.64 feet to a 1 1/4 inch iron pipe found marking the northeast corner of said 84.3676 acres and the northwest corner of the aforementioned 389.5 acres, same being in the aforementioned south line of Senior Road;

Thence, North 01° 24' 00" West, 30.00 feet to a 1/2 inch iron rod set for corner in the centerline of Senior Road, also being the north line of the aforementioned Elijah Roark League, A-77, and the south line of the David Bright League, A-13;

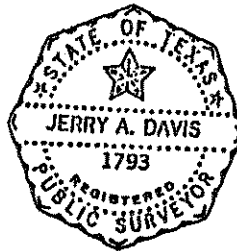
Thence, with said centerline, North 88° 36' 00" East, 5,059.53 feet to a 1/2 inch iron rod set for corner;

Thence, leaving said centerline, South 01° 24' 00" East, 30.00 feet to the POINT OF BEGINNING and containing 53.7577 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.



Jerry A. Davis
Registered Public Surveyor
Texas Registration No. 1793



SWAN ISLE SECTION ONE

LOT 1	BLOCK 1
LOT 2	BLOCK 1
LOT 3	BLOCK 1
LOT 4	BLOCK 1
LOT 5	BLOCK 1
LOT 6	BLOCK 1
LOT 7	BLOCK 1
LOT 8	BLOCK 1
LOT 9	BLOCK 1
LOT 10	BLOCK 1
LOT 11	BLOCK 1
LOT 12	BLOCK 1
LOT 13	BLOCK 1

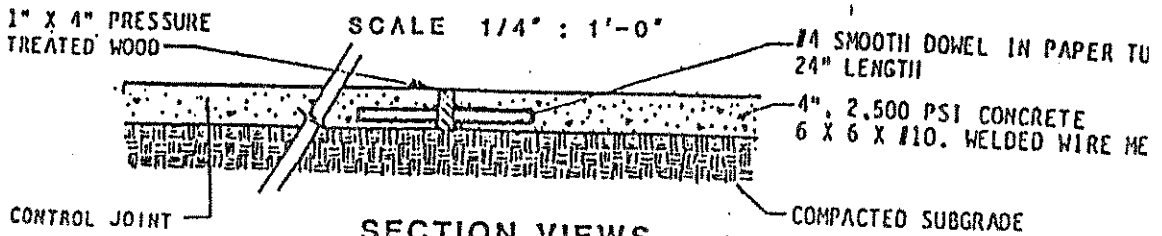
LOT 1	BLOCK 2
LOT 2	BLOCK 2
LOT 3	BLOCK 2
LOT 4	BLOCK 2
LOT 5	BLOCK 2
LOT 6	BLOCK 2
LOT 7	BLOCK 2
LOT 8	BLOCK 2
LOT 9	BLOCK 2
LOT 10	BLOCK 2
LOT 11	BLOCK 2
LOT 12	BLOCK 2
LOT 13	BLOCK 2
LOT 65	BLOCK 2
LOT 66	BLOCK 2
LOT 67	BLOCK 2
LOT 68	BLOCK 2
LOT 69	BLOCK 2
LOT 70	BLOCK 2
LOT 71	BLOCK 2
LOT 72	BLOCK 2
LOT 73	BLOCK 2
LOT 74	BLOCK 2

LOT 1	BLOCK 3
LOT 2	BLOCK 3
LOT 3	BLOCK 3

EXHIBIT "D"

The following designates types of sidewalks adjacent to specific lots in Swan Isle at Lake Olympia, Section One:

Type "D" All lots in Swan Isle at Lake Olympia, Section One.



SECTION VIEWS
SCALE 3/8" : 1'-0"

TYPE "A"

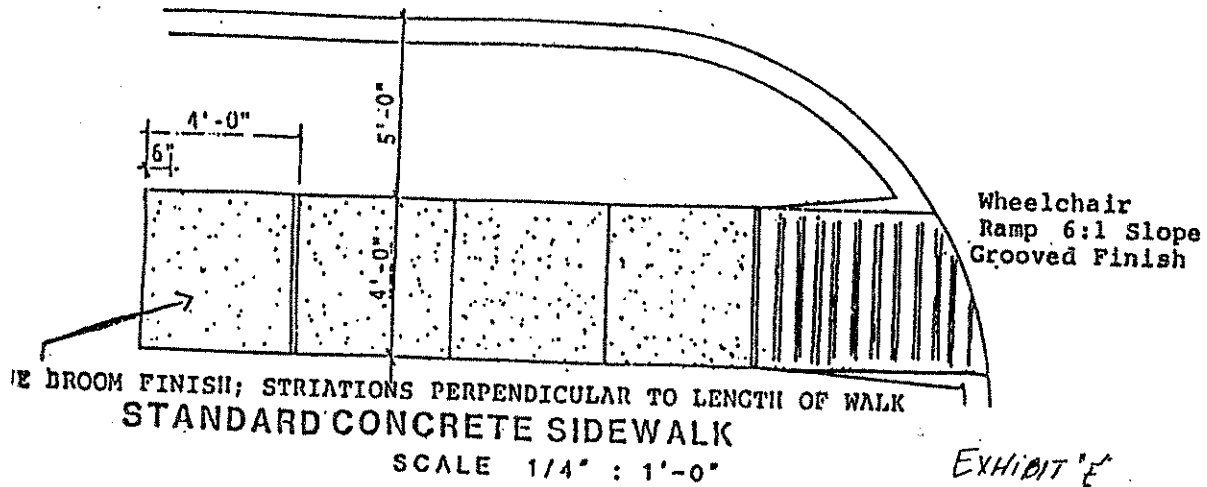


EXHIBIT "E"
Pg. 2 of 7

(Front Street)

TYPE "B"

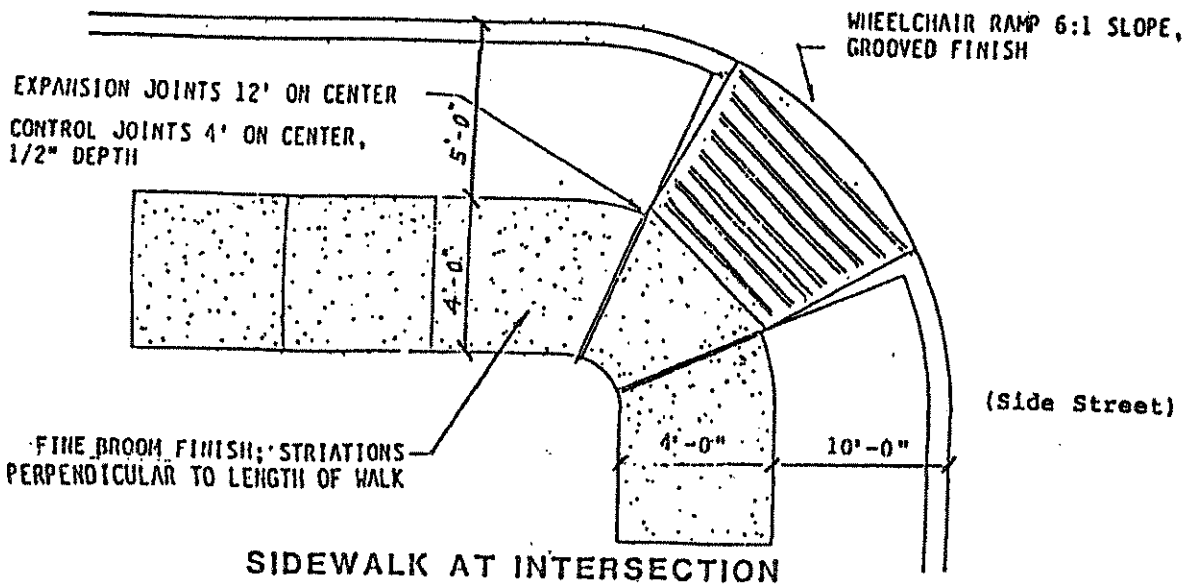
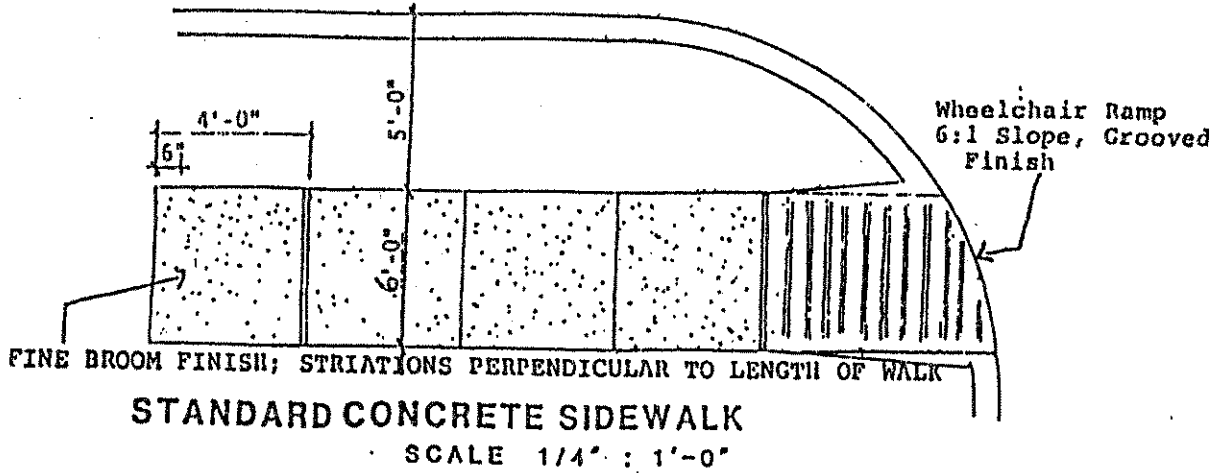
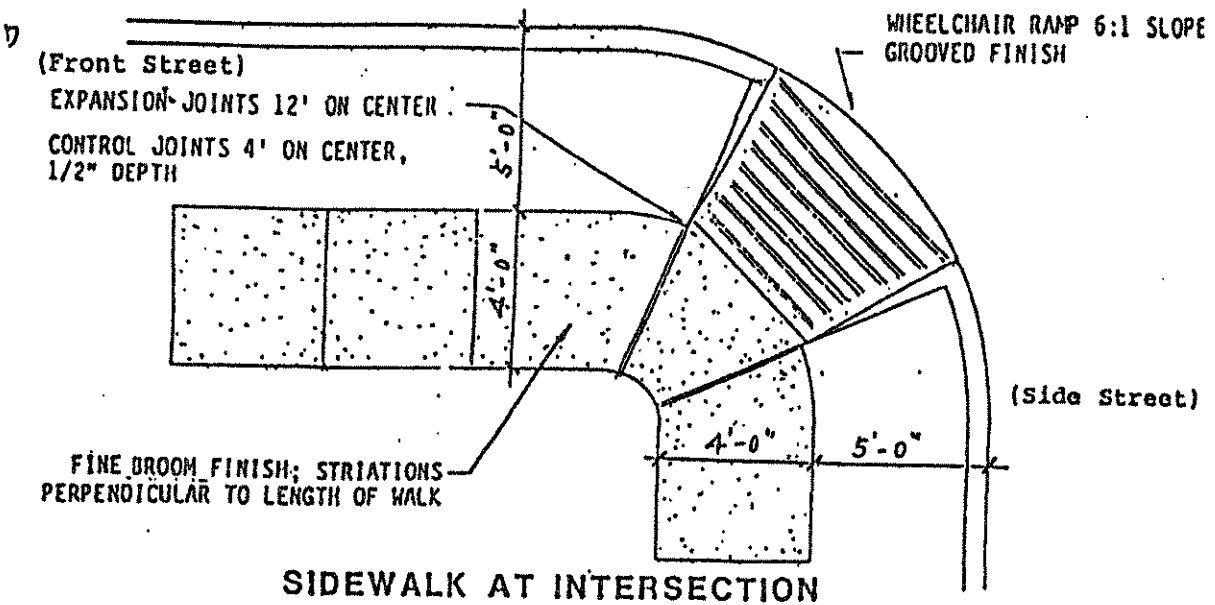


EXHIBIT "E"
Page 2 of 7

TYPE "C"



TYPE "D"



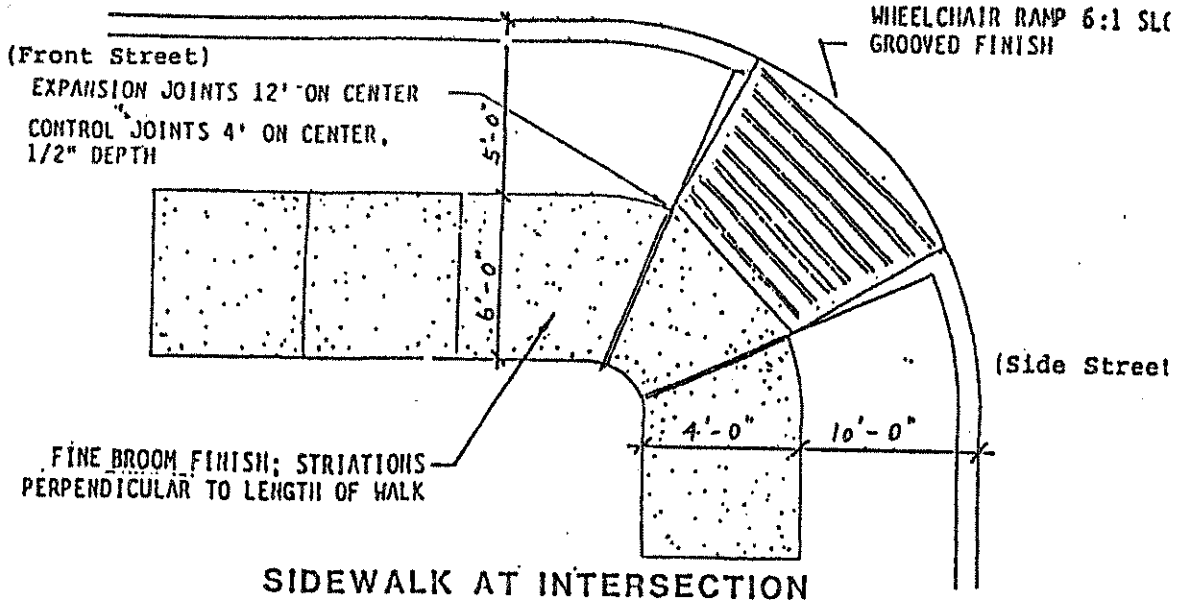
SCALE 1/4" : 1'-0"

EXHIBIT "E"

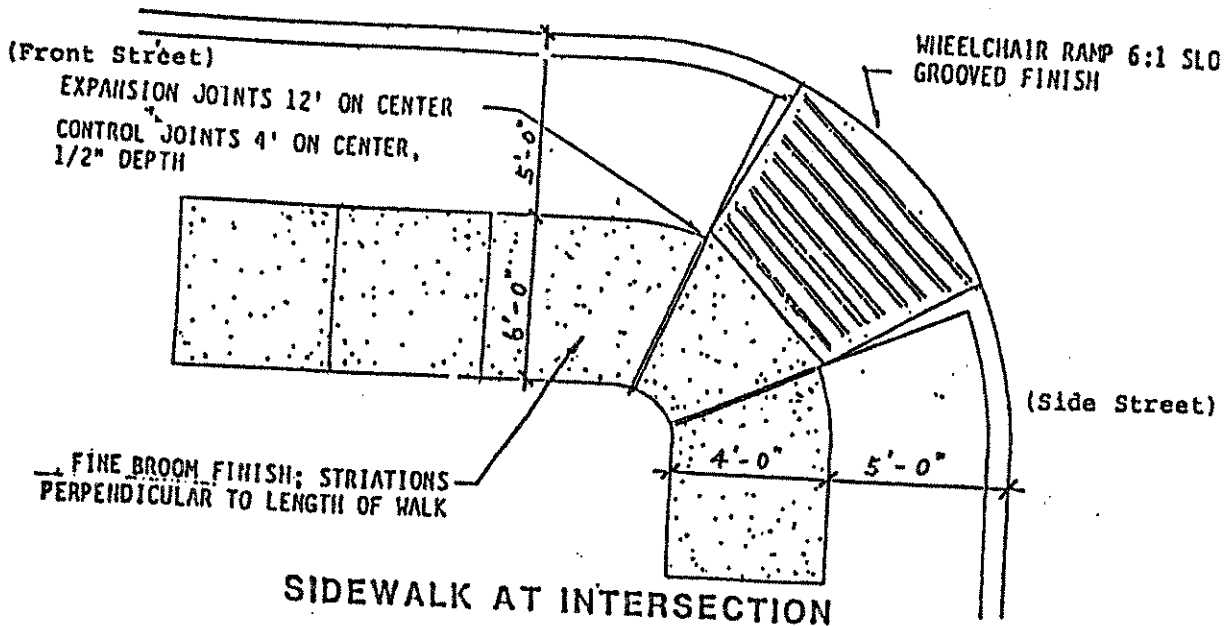
Page 3 of 7

VOL 1355 PAGE 766

TYPE "E"



TYPE "F"

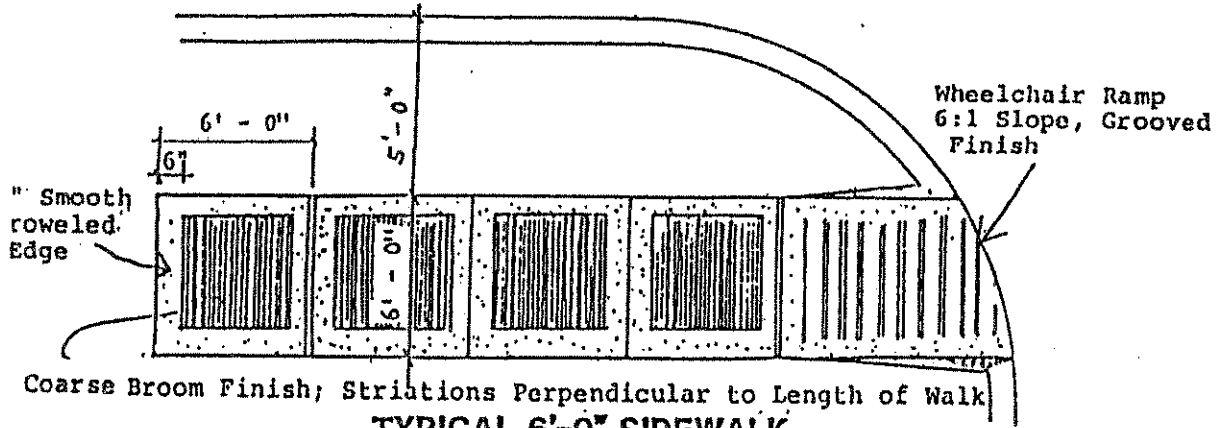


SCALE 1/4" = 1'-0"

EXHIBIT "E"

Page 4 of 7

TYPE "G"

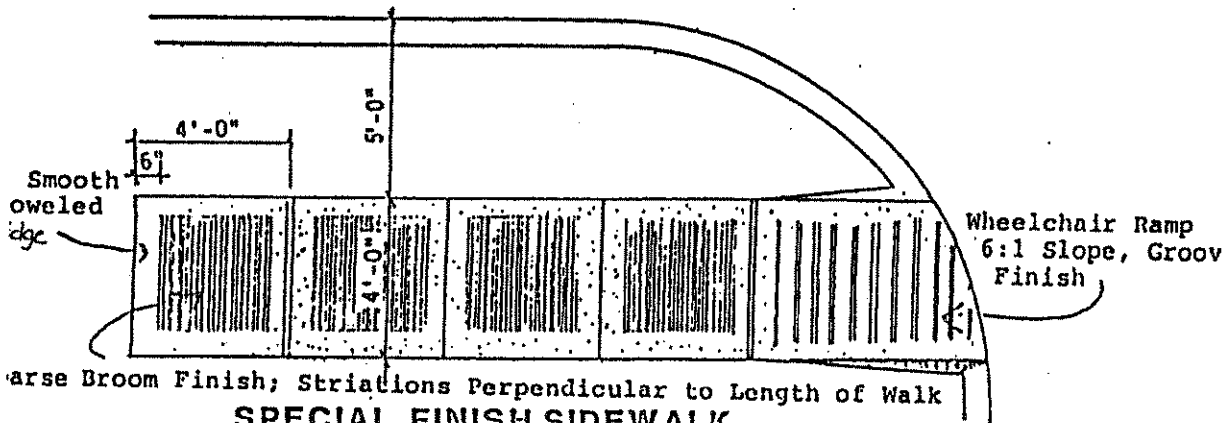


Coarse Broom Finish; Striations Perpendicular to Length of Walk

TYPICAL 6'-0" SIDEWALK

SCALE 1/4" : 1'-0"

TYPE "H"



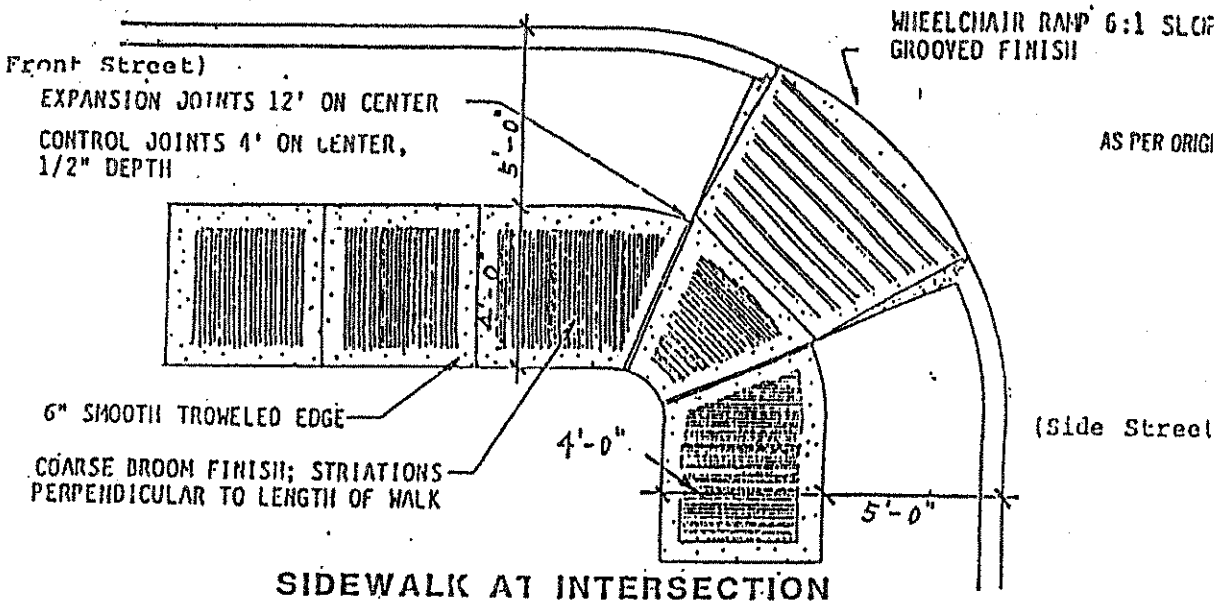
Coarse Broom Finish; Striations Perpendicular to Length of Walk

SPECIAL FINISH SIDEWALK

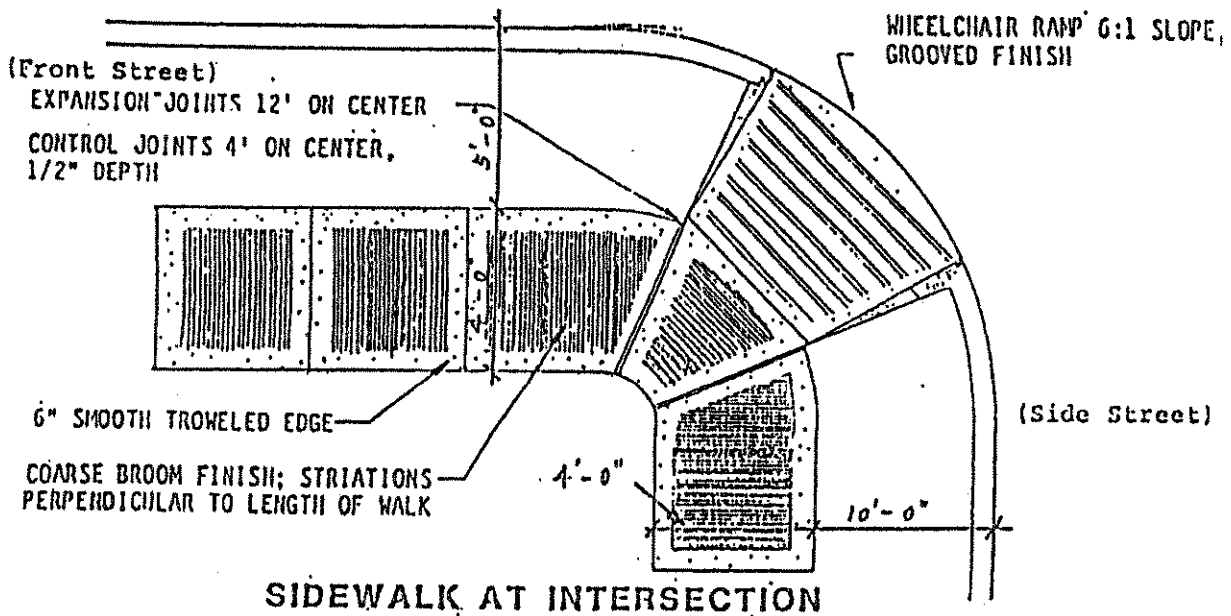
SCALE 1/4" : 1'-0"

TYPE "I"

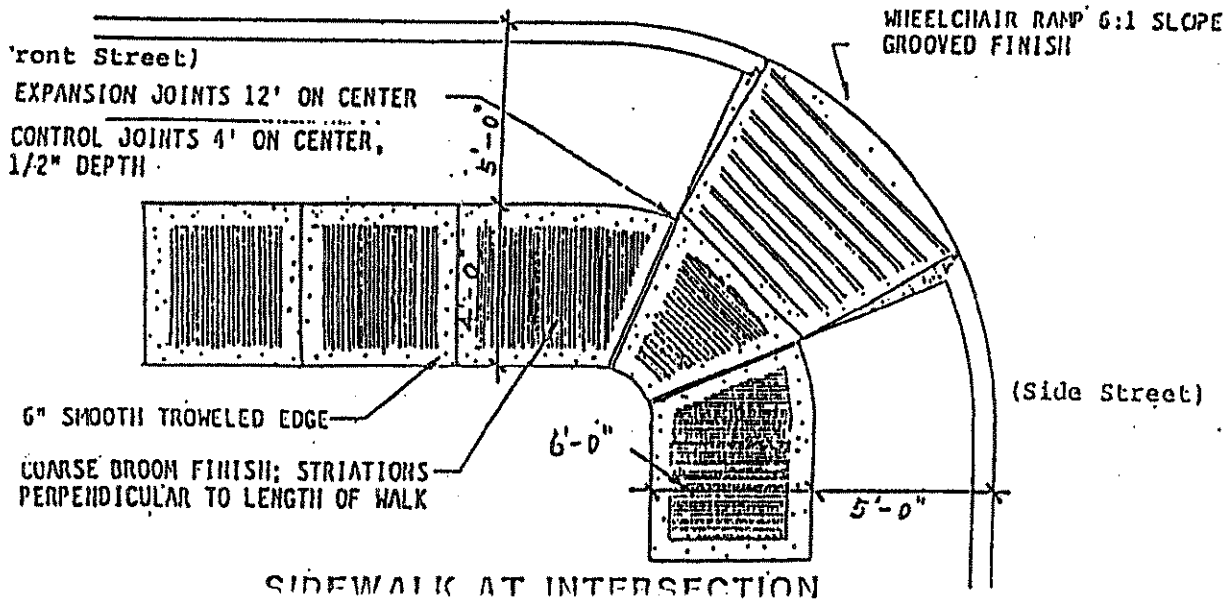
PLAN 1988

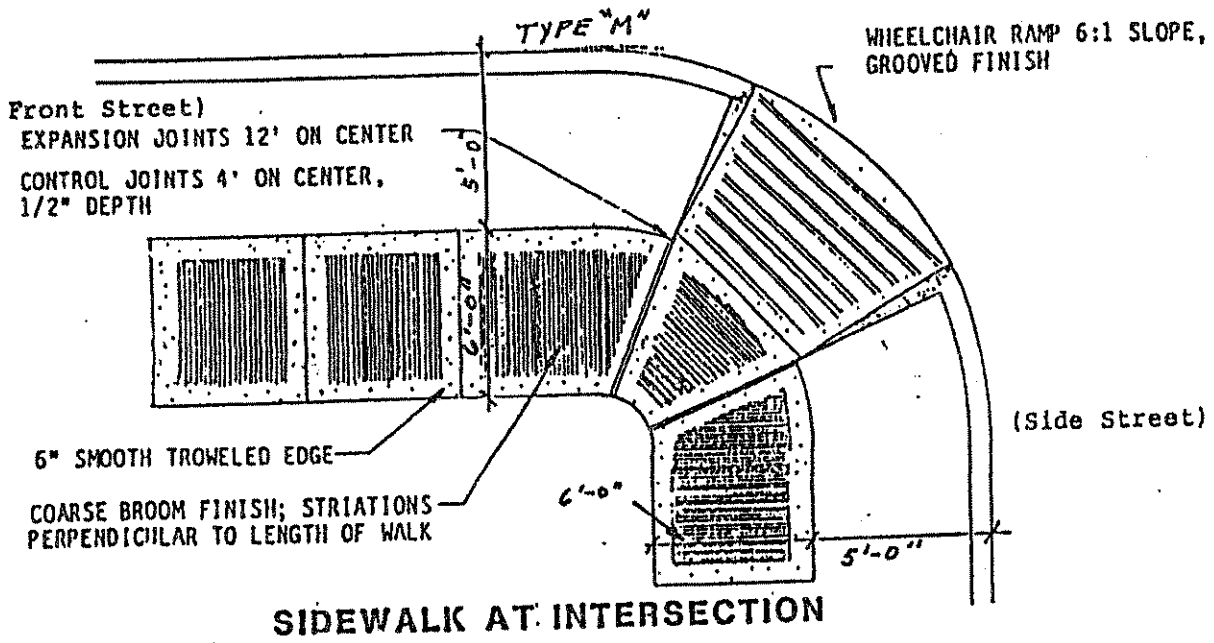
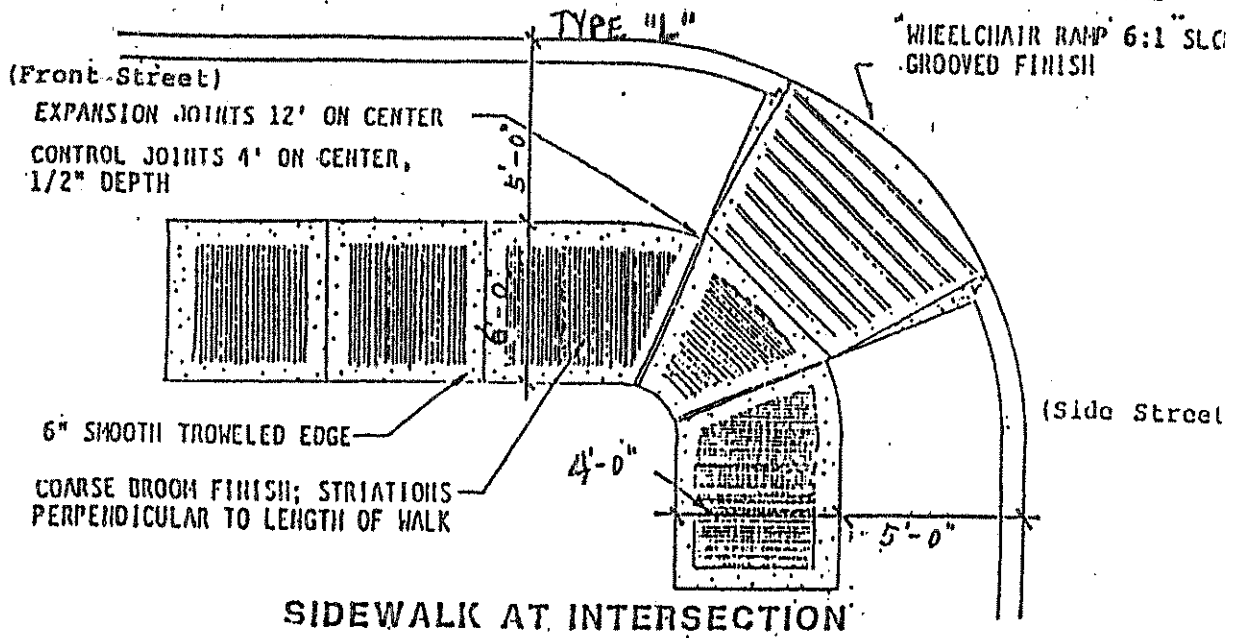


TYPE "J"



TYPE "K"





TREE PLANTING

ALL LOTS WILL RECEIVE A MINIMUM OF THREE (3) HARDWOOD TREES, TWO OF WHICH MUST BE LOCATED IN THE FRONT YARD. THE EXACT LOCATION OF SAID TREES SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

TREE PLANTING SPECIFICATIONS

1. QUALITY ASSURANCE

- A. REFERENCE STANDARDS: AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN): HORTICULTURAL STANDARDS
- B. THE BUILDER OR SELLER SHALL WARRANT THAT THE REQUIRED TREES ARE IN PLACE AND IN VIABLE CONDITION
- C. THE BUILDER OR SELLER SHALL PROVIDE THE PURCHASER WITH THE APPROPRIATE INFORMATION TO MAINTAIN THE TREES IN A VIABLE CONDITION.
- D. THE BUILDER OR SELLER SHALL ADVISE THE PURCHASER OF THE RESTRICTIONS GOVERNING THE REQUIRED TREES

2. PRODUCT AND PLANTING SPECIFICATIONS

- A. ALL TREES SHALL BE A MINIMUM 4 INCH CALIPER WITH HEIGHT AND WIDTH CONFORMING TO ANN STANDARDS
- B. ALL TREES SHALL BE PLANTED BY A QUALIFIED CONTRACTOR IN SUCH A MANNER TO INSURE THE VIABILITY OF THE TREE
- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, SIDEWALKS, ROADWAYS OR ADJACENT PROPERTY.

Ref to: Lake Olympia Development
2700 Lake Olympia Parkway
Missouri City, Texas 77459

EXHIBIT "F"

4-25-96 4:03 P TD \$63.00 9625547

Dianne Wilson

Dianne Wilson - Co. Clerk
Fort Bend Co., TX