

JOINT USE AND EASEMENT AGREEMENT
UNIVERSITY GREEN PARK

THE STATE OF TEXAS

§

COUNTY OF HARRIS

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THIS JOINT USE AND EASEMENT AGREEMENT (“Agreement”) is entered into by and between **UNIVERSITY GREEN PATIO HOME OWNERS ASSOCIATION**, a Texas non—profit corporation (hereinafter referred to as “The Patio Homes”), and **UNIVERSITY GREEN TOWNHOME OWNERS ASSOCIATION, INC.**, a Texas non—profit corporation (hereinafter referred to as “The Townhomes”). In consideration of the following premises, conditions and mutual promises and agreements, the parties do hereby agree as follows:

WHEREAS, University Green Patio Home Owners Association is the owner of the real property described as “Being 200,751 square feet (4.6086 acres) of land in the Sarah Deel League, A-13, Harris County, Texas, said 200,751 square feet (4.6086 acres) being all the land designated as Restricted Reserve “R”, Block 4 of University Green, Section Two, according to the plat thereof recorded in Volume 243, Page 132 of the Map records of Harris County, Texas by instrument(s) on record with the Office of the County Clerk of Harris County, Texas and made a part hereof (“Property”) which is designated as “University Green Park”, and recorded in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, there are certain recreational facilities including a tennis court, jogging trail, playground equipment and landscaping; and

WHEREAS, University Green Townhome Owners Association is the homeowners’ association for the owners of the property in the University Green Townhomes which sets adjacent to the “Park” and described as University Green, Section One, a subdivision in Harris County, Texas, described in the plat recorded in Volume 228, Page 52 (File No. D830511, Film Code No. 158-38-0528 and amended by instrument recorded under File No E-401702, Film

Code No. 118-14-1625) of the Map records of Harris County, Texas and being Tracts 1 through 12, presently unnamed Common Open Areas, Bramble Way Drive, Oak Cloister Drive and presently unnamed private streets; and

WHEREAS, The University Green Patio Home Owners Association is the homeowners' association for the owners of the property in the University Green Patio Homes, described as University Green, Section Five , a subdivision in Harris County, Texas, described in the plat recorded in Volume 272, Page 33 of the Map records of Harris County, Texas and being block 1, Lots 1 through 38, Block 2, Lots 1 through 47, Block 3, Lots 1 through 69, Greenbelt reserves A, though s, and unnamed private streets by instrument(s) on record in the Office of the County Clerk of Harris County, Texas; File No D830511, Film Code No. 158-38-0546, and

WHEREAS, The members of the University Green Townhomes desire to obtain for the residents who are and will become members of their association, the right to enter upon the Property, and use and enjoy the Facilities, and in consideration thereof have agreed to pay certain sums of money to "The Patio Homes" as set forth herein below; and

WHEREAS, The members of the University Green Patio Homes desires to grant to the University Green Townhomes the right for their present and future members to enter upon the Property and use and enjoy the Facilities, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the premises and the consideration hereafter set forth, the parties hereto agree as follows:

1. Patio Homes hereby grants members of the University Green Townhome Owners Association and their respective successors and assigns, the right, privilege and easement to enter upon the Property and use and enjoy the Facilities from and after the date upon which the Patio Homes notifies the Townhomes that the Facilities are ready for use (Use Commencement Date). It is understood that such grant, shall permit all present and future members of the University Green Townhomes, and their families, tenants, invitees and contract purchasers ("Related Users") (such members and Related Users being hereinafter collectively referred to as "Facility

Users”) to enter upon the Property and use and enjoy the Facilities from and after the Use Commencement Date.

2. The easement, rights and privileges herein granted shall be irrevocable (except as otherwise provided herein), shall run with the land, and shall be subject to all restrictions, covenants, conditions and easements affecting the Property and to all rules and regulations promulgated from time to time by the Patio Homes and either posted on the Property or mailed or delivered to the Board of Directors for the University Green Townhome Owners Association (“Rules and Regulations”) and to the right of the Patio Homes to exclude members of the Townhomes and their respective Related Users from use of the Facilities in the event the payment obligations provided for herein are not satisfied as herein provided. The Patio Homes also reserves the right to exclude from entry on the Property and use of the Facilities any Facility User who fails to abide by the Rules and Regulations. The Patio Homes hereby binds itself, its successors and assigns, to warrant and forever defend the above described easement, rights and privileges unto The Townhomes, and their respective successors and assigns, and each and every member thereof, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the rights and reservations contained herein in favor of The Patio Homes, and to the covenants and obligations contained herein binding The Townhomes.

3. In consideration of the above grant of easement, rights and privileges, The Townhomes shall pay a sum of \$15.00 per unit, per year to The Patio Homes (such sum hereinafter called “Usage Fees”), such payment being due and payable in three installments of \$1,215.00. First installment will be due no later than March 31st. Second installment will be due no later than June 30th and the third installment will be due no later than September 30th.each year beginning in 2004. Such Usage Fees shall represent The Townhomes contribution for expenses incurred expressly for the operation and maintenance of the Property Facilities. Additional fees may be assessed for tennis court users separate from the annual contribution of The Townhomes.

4. The Patio Homes agrees to indemnify, defend and hold harmless The Townhomes and

agents from all claims, damages, judgments and fees arising from this Agreement, unless such damage related to an action or omission performed or omitted fraudulently or in bad faith or that constitutes wanton and willful misconduct or gross negligence on the part of a member of The Townhomes. All exculpation and indemnity provisions contained herein shall survive any termination of this Agreement.

5. The Townhomes acknowledge and agree on behalf of their respective members and Related Users that the usage of the Facilities shall be subject to the Rules and Regulations promulgated by the Officers and/or Directors of The Patio Homes pursuant to the Bylaws and Declarations governing the association, provided such rules are uniform and apply to all persons using the Facilities.

6. It is understood and agreed by the parties hereto that the grant of the easement, rights and privileges herein by Patio Homes is effective as of January 1, 2004 and is binding for an initial period of three (3) years and automatic renewal on an annual basis after the initial period. After the initial three-year period, this agreement is able to be cancelled only prior to ninety days of December 31st of a given year. Said notice is to be by certified mail, return receipt requested. It is further understood that no refunds or credits will be applied as termination of this agreement must be effective at the end of a contribution cycle. Either party retains the right to terminate this agreement under these provisions.

7. It is understood and agreed by the parties hereto that Representatives of the Park Planning Committee shall consist of three representatives from the "Patio Homes" and two representatives of the "Townhomes" as well as one Representative from the "Patio Homes" and one Representative from the "Townhomes to vote on tennis related matters as long as this agreement is in effect.

8. This instrument constitutes the entire agreement of the parties hereto and any representation or statement, written or oral, previously made and not incorporated herein shall be of no force or effect and is not binding on the parties hereto.

9. This instrument shall be construed in accordance with the laws of the State of Texas and the venue of any suit concerning this agreement shall be Harris County, Texas. Further, the prevailing party in any action to enforce the terms and provisions of this instrument shall be entitled to recover reasonable attorney's fees and costs of court. Either party may at its option, in the event of the breach of this agreement by the other party, seek specific performance of this instrument. This agreement may be amended only by written agreement of all the parties hereto.

10. Should any provision of this instrument be adjudged invalid, illegal or unenforceable, then such provision shall be excluded here from and this instrument construed as though such provision were not a part thereof.

EXECUTED and EFFECTIVE this _____ day of _____, 2004.

Emma M. Keegan
UNIVERSITY GREEN PATIO HOME OWNERS
ASSOCIATION, INC.

President EMMA M. KEEGAN

O. H. Steltzer Jr.
UNIVERSITY GREEN PATIO HOME OWNERS
ASSOCIATION, INC.

Vice President O. H. STELTZER, JR.

Elmer L. Taylor
UNIVERSITY GREEN PATIO HOME OWNERS
ASSOCIATION, INC.

Secretary ELMER L. TAYLOR

Elmer L. Taylor
UNIVERSITY GREEN PATIO HOME OWNERS
ASSOCIATION, INC.

Treasurer ELMER L. TAYLOR

AND



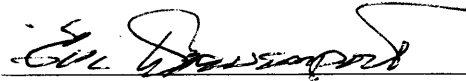
UNIVERSITY GREEN TOWNHOME OWNERS
ASSOCIATION, INC.

President *WALTER T. MILLER*



UNIVERSITY GREEN TOWNHOME OWNERS
ASSOCIATION, INC.

Vice President *Ria Beth Brown*



UNIVERSITY GREEN TOWNHOME OWNERS
ASSOCIATION, INC.

Secretary *EVI DAVENPORT*



UNIVERSITY GREEN TOWNHOME OWNERS
ASSOCIATION, INC.

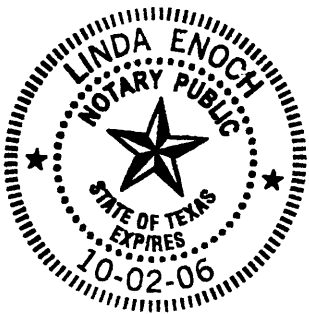
Treasurer *Thomas E. Bell*

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Tom Miller, who, after being duly sworn stated under oath that he has read the above and foregoing and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the ____ day of _____, 2004.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



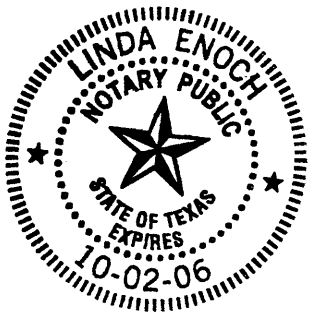
Linda Enoch
My commission expires: 10-2-04

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Nia Brown, who, after being duly sworn stated under oath that he has read the above and foregoing and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the ____ day of _____, 2004.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

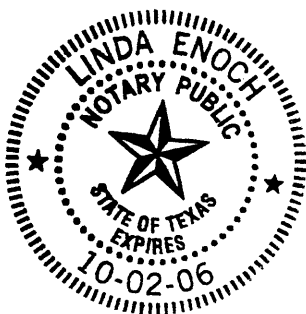


Linda Enoch
My commission expires: 10-2-04

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Evi Davenport, who, after being duly sworn stated under oath that he has read the above and foregoing and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the _____ day of _____, 2004.



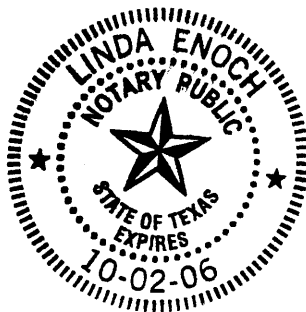
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Linda Enoch
My commission expires: 10-2-06

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Tom Bell, who, after being duly sworn stated under oath that he has read the above and foregoing and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the _____ day of _____, 2004.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Linda Enoch
My commission expires: 10-2-06

**THE STATE OF TEXAS §
COUNTY OF HARRIS §**

BEFORE ME, the undersigned authority, on this day personally appeared _____, who, after being duly sworn stated under oath that he has read the above and foregoing and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the ____ day of _____, 2004.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: _____

**THE STATE OF TEXAS §
COUNTY OF HARRIS §**

BEFORE ME, the undersigned authority, on this day personally appeared _____, who, after being duly sworn stated under oath that he has read the above and foregoing and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the ____ day of _____, 2004.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: _____

**THE STATE OF TEXAS §
COUNTY OF HARRIS §**

BEFORE ME, the undersigned authority, on this day personally appeared _____, who, after being duly sworn stated under oath that he has read the above and foregoing and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the _____ day of _____, 2004.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: _____

**THE STATE OF TEXAS §
COUNTY OF HARRIS §**

BEFORE ME, the undersigned authority, on this day personally appeared _____, who, after being duly sworn stated under oath that he has read the above and foregoing and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the _____ day of _____, 2004.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: _____

SPECIAL WARRANTY DEED

Effective Date: April 1, 2003

Grantor: CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC., a Texas Non-Profit Corporation

Grantor's Mailing Address:

CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.
16511 Diana Lane
Houston, Texas 77062-5796
Harris County

Grantee: UNIVERSITY GREEN PATIO HOME OWNERS'S ASSOCIATION, INC., a Texas Non-Profit Corporation.

Grantee's Mailing Address:

UNIVERSITY GREEN PATIO HOME OWNERS'S ASSOCIATION, INC.
c/o C.I.A. Services, Inc.
9800 Centre Parkway, Suite 625
Houston, Texas 77036
Harris County

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

Being 200,751 square feet (4.6086 acres) of land in the Sarah Deel League, A-13, Harris County, Texas, said 200,751 square feet (4.6086 acres) being all the land designated as Restricted Reserve "R", Block 4 of University Green, Section Two, according to the plat thereof recorded in Volume 243, Page 132 of the Map Records of Harris County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive

rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2002, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds its successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property.

Restrictions:

All such instruments filed of record in the office of the County Clerk of Harris County, Texas.

Acknowledgements:

All costs of maintenance and/or improvements upon the land herein conveyed shall be borne entirely by the Grantee herein, with no recourse or malice toward Grantor. By acceptance hereof, Grantee agrees and acknowledges that Grantee is solely and exclusively responsible for all maintenance, upkeep and/or improvement with respect to the property herein conveyed, and Grantor is fully and completely relieved of any and all responsibility and/or liability therefore for all time.

Further, Grantee agrees and acknowledges that the property herein conveyed shall be used only for park and recreation purposes, and that such restriction as to use shall perpetually run with the land. In the event said land, or any part or portion thereof, shall be used for any other purpose, title to said land and improvements thereon shall terminate and automatically revert to, and vest in, Friendswood Development Company, its successors and assigns, and if none be then in existence, title to said land shall be transferred and set over to an exempt organization under the provisions of the Internal Revenue Code which is engaged in activities substantially similar to the purpose of the Grantee

herein, and if none be then in existence, then to one or more municipalities, counties, cities or towns capable of fulfilling the purpose of Grantee herein, and if none be then in existence it shall be charged with a charitable public trust to be used exclusively in the State of Texas for charitable, civic, educational or recreational purposes and shall be thereafter administered and applied to public charitable purposes by the Trustee or Trustees to be appointed pursuant to law by a court of competent jurisdiction upon suitable proceedings brought for that purpose.

Finally, Grantor acknowledges that this property has never been assessed annual or special maintenance charges, and related fees and charges. Therefore, Grantor acknowledges that no assessments are due to Grantor regarding this property. Further, Grantor agrees and acknowledges that this property shall never be assessed annual or special maintenance charges, or related fees or charges, so long as this property is used for park and recreational purposes by Grantee. Nothing herein shall be construed to mean that this conveyance affects the obligation of Grantee, or its members, to pay annual assessments and maintenance charges, special assessments, and related fees and charges to Grantor regarding other property subject to said fees.

Grantor, as the fee simple owner of the Property, acknowledges the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) all Restrictions of record touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee, and any Affected Property Owners, who are affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, any Affected Property Owners, and their successors and assigns forever.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED as of the dates of the respective acknowledgements indicated hereon, and effective as of April 1, 2003.

CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.

BY: [Signature]
Robert G. Oler, President

UNIVERSITY GREEN PATIO HOME OWNERS'S ASSOCIATION, INC.

BY: Emma Mary Keegan
(signature)

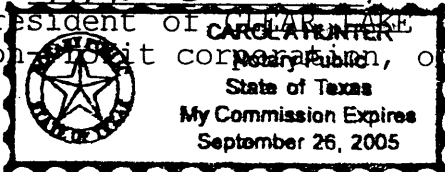
BY: EMMA MARY KEEGAN
(printed name)

BY: President
(position)

STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on this 17 day of April, 2003, by Robert G. Oler, in his capacity as President of CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC., a Texas Non-Profit corporation, on behalf of said corporation.



Carol A. Hunter
Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on this 21st day of April, 2003, by EMMA MARY KEEGAN, in his/her capacity as President of UNIVERSITY GREEN PATIO HOME OWNERS'S ASSOCIATION, INC., a Texas Non-Profit corporation, on behalf of said corporation.

Kristi J. Snow
Notary Public, State of Texas



AFTER RECORDING RETURN TO: