

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

WOODLAND OAKS, SECTION FIVE

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STATE OF TEXAS §

COUNTY OF HARRIS §

THIS DECLARATION, made on the date hereinafter set forth by LARKSTONE BUILDING COMPANY, L.P. and WILLIAM S. O'DONNELL, TRUSTEE, hereinafter collectively referred to as "DECLARANT",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Harris County, Texas, known as WOODLAND OAKS, SECTION FIVE, being a subdivision of 54.4231 acres of land out of the James Clarkson Survey, Abstract No. 188, in Harris County, Texas; and

WHEREAS, it is the desire of said Declarant to establish a uniform plan for the development, improvement and sale of said property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision;

NOW, THEREFORE, the above mentioned Declarant, being the owner of all of the above described property, does hereby adopt, establish and impose the following covenants, conditions, reservations and restrictions upon said property, which shall constitute covenants running with the title of the land, and shall inure to the benefit of Declarant, their successors and assigns, and to each and every purchaser of lots or lands in the above described property, and their assigns, and any one of said beneficiaries shall have the right to enforce the terms and provisions hereof, whatever legal method is deemed advisable.

ARTICLE I.

DEFINITIONS

1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
2. "Properties" shall mean and refer to WOODLAND OAKS, SECTION FIVE, being the real property hereinbefore described.
3. "Lot" shall specifically refer to a residential building site, which may consist of a lot of land shown on the recorded subdivision plat, or may consist of parts of two or more adjoining lots facing the same street in the same block designated as one home site, providing the building site otherwise meets the requirements of the restrictive covenants.
4. "Owner/Builder" shall mean and refer to any person, firm or entity other than Declarant which shall acquire title to one or more Lots for the purpose of erecting thereon residential improvements, and offering same for sale, or shall acquire title to any Lot or Lots for the purpose of reselling same to other Owner/Builders.

*Suburban Homes  
1130 Little York  
Houston, TX 77076*

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ARTICLE II.

RESTRICTIONS

1. Land Use and Building Type. All Lots shall be known and described as lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage for not less than one car. As used herein, the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon.

2. Architectural Control. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the locations of the structure have been submitted to and approved by the Architectural Control Committee hereinafter designated, or a representative designated in writing by them, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Such plans and specifications must be actually received by such committee by certified mail, return receipt requested or by personal delivery to one of the committee members with a written receipt issued by such receiving member. In the event said committee or a representative designated in writing by them, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

3. Architectural Control Committee, Membership and Procedure. The initial Architectural Control Committee is composed of William S. O'Donnell, Kenneth R. O'Donnell and Gerald E. O'Donnell all of Houston, Harris County, Texas. A majority of the committee may elect successors, in event of resignation or vacancy, or designate a representative to act for it at any time or for any period. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. A resignation is effective when given in writing to Larkstone Building Company, L.P. or its successors. Neither the members of the committee, or its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative and requirement of this covenant shall cease on and after January 1, 2025; provided, however that at any time the then record owners of a majority of the Lots in the Properties shall have the power through a duly recorded instrument to extend the period during which the committee shall exercise the powers and duties herein defined. The committee's approval or disapproval as required in these covenants shall be in writing. In the event this committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. There shall be no review of any action of the

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Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such committee be subject to any suit by anyone for damages.

4. Dwelling Size. The ground floor area of the main residential structure, exclusive of open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling. Any residential structure in excess of one-story must contain not less than 1,500 square feet, exclusive of open porches and garages.

5. Exterior Paint Color. The color of paint of the exterior of residences, garages and fences must be approved by the Architectural Control Committee.

6. Building Location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior Lot line, except that a garage or other permitted accessory building located sixty-five (65) feet or more from the front line may be located within three (3) feet of any interior Lot line. For the purpose of this covenant, eaves, steps, open porches and air conditioning compressor pads shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another Lot. For the purposes of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Each main residence building must face the front of the Lot.

7. Minimum Lot Area. No Lot shall be resubdivided into, nor shall any building be erected or placed on, any Lot having area less than 5,300 square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any Lot or Lots within said subdivision if such resubdivision does not reduce the building site below the minimum Lot area aforesaid of any and all building plots affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

8. Easements. Easements for the installation and maintenance of utilities, drainage facilities, roads and streets heretofore granted, are reserved as shown on the recorded plat. No utility company, water district, or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers or other property of the owner situated on the land covered by said easements. Installation of any utility line (such as, but not limited to, water lines, sanitary sewer lines, gas lines, and electric distribution lines) shall not be construed as a dedication thereof to the public use nor as a relinquishment of title thereof by the person, firm or corporation installing same.

9. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets, provided they are not kept, bred or maintained for commercial purposes or in unreasonable numbers. All animals or pets must be leashed or restrained within an adequate enclosure. Notwithstanding the foregoing, no animals or fowl may be kept upon a Lot which results in an annoyance or is obnoxious to residents in the vicinity.

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10. Other Structures. No other structure or building, whether a portable building, storage building, trailer, basement, tent, shack, barn or other outbuilding shall be placed, erected, maintained or used on any Lot for any purpose, either temporarily or permanently, except for the one single family dwelling and garage permitted by Section 1 above and one storage building subject to the following:

- a. Only one storage building may be placed on a Lot, which building must be located in back of the dwelling
- b. Such building shall not exceed eight (8) feet in length, eight (8) feet in width or eight (8) feet in height to the top of the ridge line
- c. Such building cannot extend more than two feet above the six-foot wood fence on each Lot
- d. Such building floor shall not be higher than four inches above the ground
- e. The exterior color of such building and its roof must be one of the original exterior colors used by the builder in Woodland Oaks, Section Five
- f. Such building may be used for storage only and may not be occupied by a person or persons
- g. Such building shall not be visible from the street, and may not be located within any easements on the Lot

11. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot except one sign of not more than ten (10) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period. The right is reserved by Declarant and/or any Owner/Builder who purchases Lots from Declarant or its successors and assigns to construct and maintain such signs, billboards, or advertising devices as is customary in connection with the general sale of property in this subdivision.

12. Oil and Mining Operations. No oil drilling or development operations of any kind shall be permitted upon or in any Lot. No derrick or other structure or pit designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

13. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Provided, further, that no Lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which such materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

14. Underground Electrical. An underground electric distribution system will be installed in that part of WOODLAND OAKS, SECTION FIVE, designated Underground Residential Subdivision, which underground service area shall embrace all Lots in WOODLAND OAKS,

SECTION FIVE. The owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained, the electric service to each Lot in the Underground Residential Subdivision shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

15. Satellite Dishes and Radio or Television Antennas. Erection and use of satellite communication dishes which are not fenced and screened from street-view is limited to dishes three (3) feet or less in diameter and is prohibited in the front yard of any dwelling. Erection and use of citizens band or short wave antennas is prohibited. Television antennas may be attached to the main residence on any Lot; provided however, the antenna's location shall be restricted to the rear of the residence or to the rear of the roof ridge line, gable or center line of the principal dwelling so as to be hidden from sight when viewed from the fronting street. Owners may apply for a variance of location, or for approval of other aerial devices by submitting a plan showing the location and type of material to the Architectural Control Committee for approval in accordance with Article II, Section 2 hereof.

16. Lawn Maintenance/Clothes Drying Exposure. Every Lot shall at all times have all weeds and grass thereon cut and shall be maintained in a sanitary, healthful and attractive manner. The drying or exposure of clothes in public view is prohibited. In the event of the failure by an Owner or occupant of any Lot in observing the above restrictions, or either of them, and the continuance of such failure after (10) days written notice to the Owner or occupant of such Lot, Declarant shall have the right, but not the obligation, without liability to the Owner or occupant in trespass or otherwise, to enter upon said Lot and cut or cause to be cut such weeds and grass or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition any may render a statement of charge to the owners or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. The Declarant and all Lots owned by the Declarant during the time which Declarant owns any such Lot shall not be subject to the provisions of this paragraph.

17. Fencing. No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the building line as shown on the recorded plat. On a corner Lot a fence may be erected, placed or altered along the side property line of such corner Lot, provided that such fence may not be located nearer the fronting street than the building line. No front, side or rear fence, wall or hedge

shall be more than six (6) feet in height. Fencing must be constructed of cedar boards which are vertical one (1) inch by six (6) inch in width by six (6) feet in height. Boards shall be kept in their natural state and shall not be painted, stained or varnished. Fences along the side of all corner Lots on Woodland Oaks Drive shall be constructed of concrete, painted white and shall not exceed six (6) feet in height. No chain-link fences are permitted.

18. Boat and Trailer Parking. No wrecker, recreational vehicle, boat, wave runner, jet skis, trailer, camper body or similar vehicle shall be parked for storage in the driveway or front yard of any dwelling or Lot. No truck, trailer, automobile or other vehicle may be stored, parked or kept on any Lot or in the street or streets adjoining the Lot unless such vehicle is in day to day use. No truck weighing in excess of one ton, or any commercial vehicle weighing one ton or more, shall be permitted within the Properties.

19. Miscellaneous. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained in the main residence on any Lot in the subdivision or on the Properties. Water wells or cisterns are prohibited in the Properties. It is prohibited to perform major car repairs on the driveway or in the front or back yard of any Lot, or anywhere within the Properties.

### ARTICLE III.

#### BREEN COMMUNITY ASSOCIATION

1. Membership: Every owner of a Lot which is subject to assessment as hereinafter provided in Article IV shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership.

2. Classes of Members and Voting Rights: The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all those owners as defined above with the exception of Declarant and Owner/Builder. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by paragraph 1 of this Article. When more than one person holds such interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

CLASS B. Class B Members shall be Declarant and Owner/Builders. A Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership under the terms of paragraph 1 of this Article, provided, however, that where more than one Class B member own a single Lot, they shall, together, be entitled to only three votes for such Lots; and provided, further, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 2018

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3. Board of Directors: The Association shall act through a five member board of directors, elected annually in the month of January as provided in the By-Laws of the Association. The initial board shall be composed of William S. O'Donnell, Gerald E. O'Donnell, Lawrence O'Donnell, Jr., Kenneth R. O'Donnell and Steve Buttieri. Any vacancy on the board of directors, from whatever cause, may be filled by the remaining members.

4. Rules and By-Laws: The Association may make whatever rules and/ or by-laws it may choose to govern the organization provided that same are not in conflict with the terms and provisions hereof.

5. Incorporation of Association: A non-profit corporation may be organized to assume and perform the duties and functions of the Association. Upon the organization of such corporation, all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

6. Inspection of Books: The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

#### ARTICLE IV.

#### COVENANT FOR MAINTENANCE CHARGES

1. Covenant to Pay: The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner and each Owner/Builder of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, the maintenance charge and assessment herein provided for.

2. Rate of Charge: Each residential Lot is hereby subjected to an annual maintenance charge and assessment not to exceed \$85.00 per annum, for the purpose of creating a fund to be designated and known as the "Maintenance Fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot to the Association in advance annual installments commencing January 1, 2003 provided, however, that the amount of such maintenance charge and assessment shall, anything to the contrary herein notwithstanding, be chargeable to and payable by the Owner or Owners of any Lot at only one-half the assessed rate until the first day of the calendar year following completion and occupancy of a permanent residence thereon. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the Properties may, in the judgement of the Association, require, provided that such assessment will be uniform as between all residential Lots. The Association will use the proceeds of said Maintenance Fund for the use and benefit of all Owners of Lots in WOODLAND OAKS, SECTION FIVE, as well as the Owners of any and all additional lands which in the future may become entitled to the benefits of the Maintenance Fund; provided, however, to be entitled to the benefit of the Maintenance Fund, any additional land must be impressed with and subjected to an annual maintenance charge and assessment on a uniform, per lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. Such uses and benefits to be provided by the Association may include, by way of illustration and not limitation, any and all of the following:

Constructing and maintaining esplanades, street lights, other public areas and/or facilities, ashes, rubbish, and the like; payment of legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Properties to which the Maintenance Fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, and caring for vacant lots, it being understood that the judgment of the Association in the expenditure of such funds shall be final and conclusive so long as such judgment is exercised in good faith.

3. Excepted Lots: No maintenance charge nor assessment shall be due or payable on any undeveloped Lot, an undeveloped Lot being defined as a lot fronting on a street which has not been paved and completed, or a Lot which does not have available water lines and sewer lines for permanent service to any residence to be erected thereon.

4. Increase in Assessments: From and after January 1 of the year immediately following the conveyance of Lots to the first ten Owners (other than Owners/Builders) the maximum annual assessment may be increased each year not more than three per cent (3%) above the maximum assessment for the previous year without a vote of the membership. From and after said date the maximum annual assessment may be increased above three per cent (3%) only by the affirmative vote of two-thirds of each class of members who are eligible to vote, said votes to be cast in person or by proxy at a meeting duly called for such purpose.

5. Duration of Maintenance Charge: The provisions hereof concerning maintenance charge and assessment will remain effective for the full term, and any extended term of the Covenants, Restrictions and Conditions contained in this instrument.

6. Additional Properties: The proceeds of the Maintenance Fund may be used for the use and benefit of lot owners and residents in other and subsequent lands added to or annexed to the Properties, provided, however, that each future addition to be entitled to the benefit of this Maintenance Fund must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per lot basis, equivalent to the maintenance charge and assessment imposed by this instrument, and further made subject to the jurisdiction of BREEN COMMUNITY ASSOCIATION, or its successor. The inclusion of additional properties shall revive the Class B membership and voting rights provided for in Article III, Section 2, as to such additional properties.

7. Enforcement: To secure the payment of the Maintenance Fund established hereby and to be levied on each individual Lot above described, there shall be considered as reserved in each deed by which Declarant shall convey the Properties, or any part thereof (and regardless of whether expressly mentioned or not), the Vendor's Lien for the benefit of the Association securing payment of the maintenance charge, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be and is hereby specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot, and further provided that as a condition precedent to any proceeding to enforce any such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, such beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed



action, such notice, which shall be sent to the nearest office of such first mortgage lienholder by prepaid U.S. Mail, registered or certified, to contain the statement of the delinquent maintenance charge upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

ARTICLE V.

GENERAL PROVISIONS

1. Duration: These covenants, and all terms, conditions and provisions hereof, shall run with the land and shall be binding upon all of the parties and all persons claiming by, through or under them for a period of forty (40) years from January 1, 2003, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. Only Owners of Lots in WOODLAND OAKS, SECTION FIVE, shall be entitled to participate in the vote of decision as to whether or not to extend or modify Restrictions and Covenants applicable to said subdivision; and likewise, in the event additional sections or properties should hereafter be added hereto in accordance with the terms and provisions hereof, only the owners in each separately platted subdivision shall be entitled to vote and participate in the determination as to whether or not there should be a modification of the covenants applicable to Lots in said subdivision.

2. Amendment. The covenants contained in this instrument may be amended, revised, changed or revoked by an instrument or instruments signed by a majority of the Owners of the Lots of the time of such amendment, and recorded in the office of the County Clerk of Harris County, Texas, and as set forth in Paragraph 1 above.

3. Enforcement. The terms and provisions hereof may be enforceable by individual Owners or by the Association, and shall be binding upon each Owner of any Lot or Lots affected hereby, and each Owner of a Lot so affected shall have the right to enforce the terms and provisions hereof by action either in law or in equity against any person or persons violating or attempting to violate same.

4. Severability. Invalidation of any provision hereof by judgment or other court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

5. Additional Properties. The land described as follows ("Additional Properties"):

- (a) 45 acres in the James Clarkson Survey, Abstract 188, Harris County, Texas, located east of Woodland Oaks, Section 5, to be platted as Woodland Oaks, Section 6
- (b) The approximate 39 acre tract located north of Woodland Oaks, Sections 5 and 6 and South of Breen Road
- (c) The approximate 34 acre tract in the James Clarkson Survey located north of Breen Road

may be added to the Properties by the owner or owners of any or all of such Additional Properties above by executing an instrument in writing, filing same for record in the Harris County Clerk's office and notifying Declarant and Breen Community Association in writing of such addition. The proceeds of the Maintenance Fund may be used for the use and benefit of Owners in such Additional

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Properties, provided that such Additional Properties are impressed with and subjected to an annual maintenance charge and assessment on a uniform, per lot basis, equivalent to the Maintenance Charge imposed by Article IV of this instrument, and further made subject to the jurisdiction of the Association. The addition of Additional Properties shall revive the Class B membership and voting rights provided for in Article III, Section 2 as to such Additional Properties.

IN WITNESS WHEREOF, the undersigned do execute and acknowledge the above and foregoing Covenants, Conditions and Restrictions on this the 30 day of December, A.D., 2002.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

LARKSTONE BUILDING COMPANY, L.P.  
BY: WILLIAM S. O'DONNELL, L.L.C.

*(Signature)*

JAN 17 2003



*Dorely B. Kayman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

BY: *William S. O'Donnell*  
WILLIAM S. O'DONNELL, Sole Manager

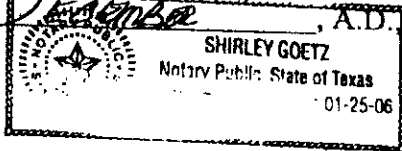
*William S. O'Donnell*  
WILLIAM S. O'DONNELL, Trustee

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me, on this 30 day of December, 2002, by William S. O'Donnell as the Sole Manager of WILLIAM S. O'DONNELL, L.L.C., the general partner of Larkstone Building Company, L.P., a Texas limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of December, A.D., 2002.



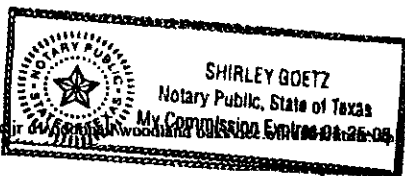
*Shirley Goetz*  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me, on this 30 day of December, 2002, by William S. O'Donnell as Trustee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of December, A.D., 2002.



*Shirley Goetz*  
Notary Public, State of Texas

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