

**SPECIAL WARRANTY DEED WITH VENDORS LIEN**

Date: February 28, 2025

Grantor **FRIENDSWOOD DEVELOPMENT COMPANY, LLC**

Grantor's Mailing Address

681 Greens Parkway, Suite 220  
Houston, Texas 77067

Grantee **ROYAL SHORES ESTATES, LLC**

Grantee's Mailing Address

C/O Dwayne R. Day, P.C.  
3401 Allen Parkway, Suite 101  
Houston, Texas 77019

Consideration

Cash and other valuable consideration, receipt and sufficiency of which are hereby acknowledged.

Property

The surface estate of those two certain tracts of land more particularly described in Exhibit "A" attached hereto.

Reservations from and Exceptions to Conveyance and Warranty

1. This conveyance is subject to all matters of record in Harris County, Texas, enforceable against the Property on this date and all laws, regulations and restrictions, including building and zoning ordinances, if any, of municipal or other governmental authorities applicable to and enforceable against the above-described Property.
2. Taxes and special assessments are prorated as of this date, and Grantee assumes and agrees to pay same.
3. Grantor reserves and excepts for itself, its successors and assigns, and its predecessors in title in accordance with their respective interests of record, all oil, gas and other minerals on, in and under the above-described Property.
4. All easements and restrictions provided for in the map or plat referred to in the description of the Property.
5. The Property is and shall be subject to those covenants, conditions, and restrictions contained in that instrument entitled "Protective Covenants" attached hereto as Exhibit "B" and made a part hereof for all purposes to the same extent as if fully set out in length herein.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors

and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty, when the claim is by, through, or under Grantor but not otherwise.

The reservations, covenants, and restrictions set forth in this deed shall be covenants running with the land for the benefit of Grantor and shall be binding on Grantee, its successors and assigns.

The vendor's lien against and superior title to the Property are retained until the Note described is fully paid according to its terms, at which time this deed shall become absolute.

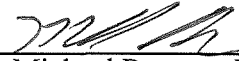
When the context requires, singular nouns and pronouns include the plural.

"Grantor"

**FRIENDSWOOD DEVELOPMENT COMPANY, LLC,  
a Texas limited liability company**

By: Lennar Homes of Texas Land and Construction, Ltd.  
a Texas limited partnership, its sole member

By: U.S. Home, LLC a Delaware Limited liability company,  
its general partner

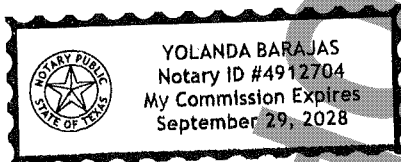
By   
Michael Reamer, Vice President

STATE OF TEXAS

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§  
§

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2025, by Michael Reamer, Vice President of U.S. HOME, LLC, a Texas limited liability company, as General Partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, as sole member of Friendswood Development Company, LLC, a Texas limited liability company, on behalf of said company.



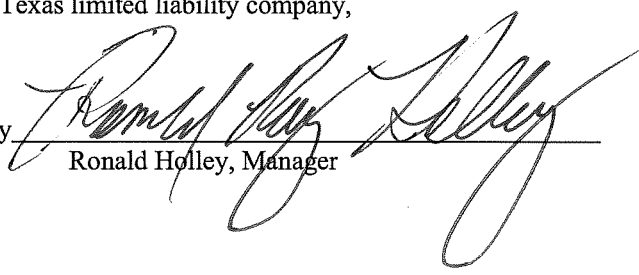
  
Notary Public, State of Texas

RP-2025-72834

"Grantee"

**ROYAL SHORES ESTATES, LLC**  
a Texas limited liability company,

By

  
Ronald Holley, Manager

STATE OF TEXAS

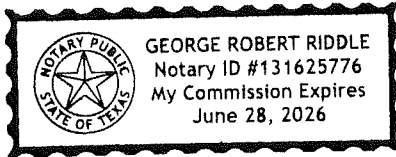
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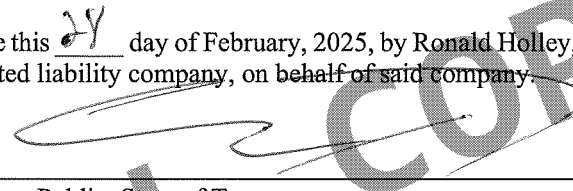
COUNTY OF HARRIS

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This instrument was acknowledged before me this 28 day of February, 2025, by Ronald Holley, Manager of Royal Shores Estates, LLC, a Texas limited liability company, on behalf of said company.



  
Notary Public, State of Texas

After recording return to:

**Friendswood Development Company**  
**Attention: Michael W. Johnson**  
**681 Greens Parkway, Suite 220**  
**Houston, Texas 77067**

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

[METES AND BOUNDS DESCRIPTION OF TRACT 1 and TRACT 2 TO BE ATTACHED]

COPY

UNOFFICIAL

**EXHIBIT**  
**164.39 ACRES**  
**(7,160,796 SQ. FT.)**  
**AMASA TURNER SURVEY, A-757**  
**HARRIS COUNTY, TEXAS**

Being a 164.39 acre tract of land situated in the Amasa Turner Survey, Abstract 757, Harris County, Texas and being out of a called 331.10 acre tract of land and a called 160.95 are tract of land conveyed to Friendswood Development Company, a Florida Corporation, under File Number R732060 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), said 164.39 acre tract being more particularly described by metes and bounds as follows, with bearings being based on the Texas Coordinate System, South Central Zone:

COMMENCING at a point in the northeasterly right-of-way line of Royal Shores Drive (width varies), being the most northerly cut back corner at it's intersection with Royal Creek Drive (a proposed roadway);

THENCE, North 29°19'57" East, a distance of 498.48 feet to the POINT OF BEGINNING of the tract herein described;

THENCE, North 51°29'06" West, a distance of 312.47 feet to a point for corner;

THENCE, North 84°20'50" West, a distance of 660.54 feet to a point for corner;

THENCE, North 00°32'39" West, a distance of 327.55 feet to a point for corner;

THENCE, North 24°18'35" West, a distance of 519.82 feet to a point for corner;

THENCE, North 24°20'39" West, a distance of 564.22 feet to a point for corner;

THENCE, North 39°33'59" West, a distance of 174.79 feet to a point for corner;

THENCE, North 44°20'01" West, a distance of 1804.78 feet to a point for corner;

THENCE, North 39°33'58" West, a distance of 546.68 feet to a point for corner;

THENCE, North 53°44'28" West, a distance of 123.98 feet to the beginning of a non tangent curve to the left;

THENCE, northeasterly, along said non-tangent curve to the left, having a radius of 160.00 feet, through a delta angle of 52°38'48", the chord bears North 41°44'06" East a distance of 141.90 feet; for a total arc length of 147.02 feet to a point for corner;

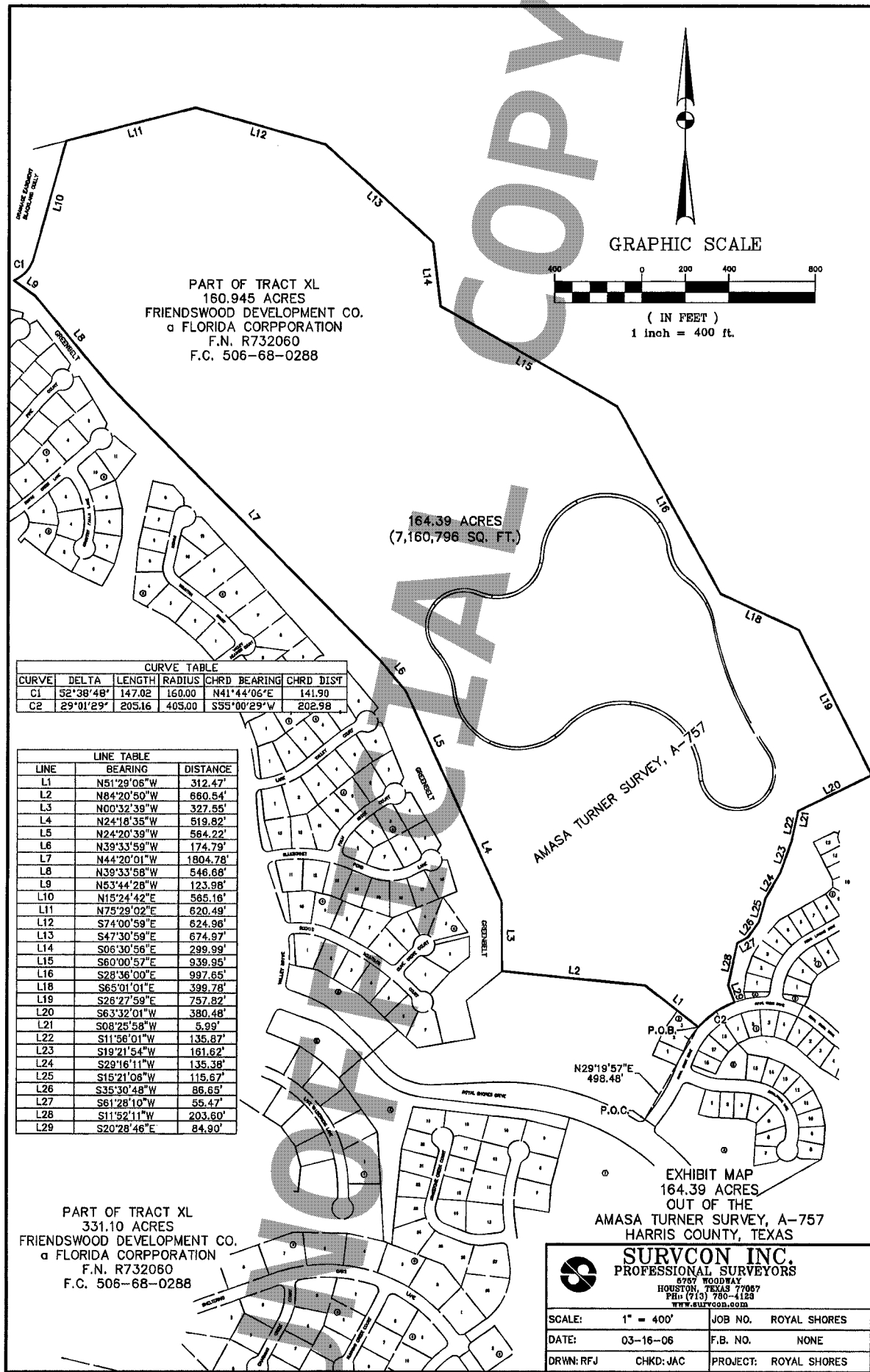
THENCE, North 15°24'42" East, a distance of 565.16 feet to a point for corner;

THENCE, North 75°29'02" East, a distance of 620.49 feet to a point for corner;

THENCE, South 74°00'59" East, a distance of 624.96 feet to a point for corner;  
THENCE, South 47°30'59" East, a distance of 674.97 feet to a point for corner;  
THENCE, South 06°30'56" East, a distance of 299.99 feet to a point for corner;  
THENCE, South 60°00'57" East, a distance of 939.95 feet to a point for corner;  
THENCE, South 28°36'00" East, a distance of 997.65 feet to a point for corner;  
THENCE, South 65°01'01" East, a distance of 399.78 feet to a point for corner;  
THENCE, South 26°27'59" East, a distance of 757.82 feet to a point for corner;  
THENCE, South 63°32'01" West, a distance of 380.48 feet to a point for corner;  
THENCE, South 08°25'58" West, a distance of 5.99 feet to a point for corner;  
THENCE, South 11°56'01" West, a distance of 135.87 feet to a point for corner;  
THENCE, South 19°21'54" West, a distance of 161.62 feet to a point for corner;  
THENCE, South 29°16'11" West, a distance of 135.38 feet to a point for corner;  
THENCE, South 15°21'06" West, a distance of 115.67 feet to a point for corner;  
THENCE, South 35°30'48" West, a distance of 86.65 feet to a point for corner;  
THENCE, South 61°28'10" West, a distance of 55.47 feet to a point for corner;  
THENCE, South 11°52'11" West, a distance of 203.60 feet to a point for corner;  
THENCE, South 20°28'46" East, a distance of 84.90 feet to the beginning of a non  
tangent curve to the left;  
THENCE, along said non-tangent curve to the left, having a radius of 405.00 feet,  
through a delta angle of 29°01'29", the chord bears South 55°00'29" West a distance of  
202.98 feet; for a total arc length of 205.16 feet to the POINT OF BEGINNING and  
containing a computed area of 164.39 acres of land.

**THIS DESCRIPTION IS NOT THE RESULT OF AN ON THE GROUND SURVEY AND  
SHOULD NOT BE USED AS SUCH**

RP-2025-72834



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**EXHIBIT**  
**66.62 ACRES**  
**(2,901,864 SQ. FT.)**  
**AMASA TURNER SURVEY, A-757**  
**HARRIS COUNTY, TEXAS**

Being a 66.62 acre tract of land situated in the Amasa Turner Survey, Abstract 757, Harris County, Texas and being out of a called 331.10 acre tract of land conveyed to Friendswood Development Company, a Florida Corporation, under File Number R732060 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), said 66.62 acre tract being more particularly described by metes and bounds as follows, with bearings being based on the Texas Coordinate System, South Central Zone:

BEGINNING at the northeast corner of Restricted Reserve "B" out of Royal Shores Section One recorded under Film Code Number 544206 of the Harris County map Records;

THENCE, North  $68^{\circ}52'09''$  West, a distance of 475.95 feet to a the beginning of a non-tangent curve to the right;

THENCE, southwesterly, along said non-tangent curve to the right, having a radius of 575.00 feet, through a delta angle of  $08^{\circ}05'07''$ , the chord bears South  $25^{\circ}10'25''$  West a distance of 81.07 feet; for a total arc length of 81.14 feet to the beginning of a non-tangent curve to the right;

THENCE, southwesterly, along said non-tangent curve to the right, having a radius of 25.00 feet, through a delta angle of  $95^{\circ}44'21''$ , the chord bears South  $77^{\circ}05'09''$  West a distance of 37.08 feet; for a total arc length of 41.77 feet to a point for corner;

THENCE, North  $55^{\circ}02'40''$  West, a distance of 45.08 feet to the beginning of a curve to the right;

THENCE, northwesterly, along said tangent curve to the right, having a radius of 1100.00 feet, through a delta angle of  $27^{\circ}16'37''$ , the chord bears North  $41^{\circ}24'22''$  West a distance of 518.75 feet; for a total arc length of 523.68 feet to a point for corner;

THENCE, North  $27^{\circ}46'03''$  West, a distance of 11.45 feet to a point for corner;

THENCE, North  $22^{\circ}34'16''$  East, a distance of 235.63 feet to a point for corner;

THENCE, North  $41^{\circ}41'06''$  East, a distance of 373.16 feet to a point for corner;

THENCE, North  $34^{\circ}59'43''$  East, a distance of 402.23 feet to a point for corner;

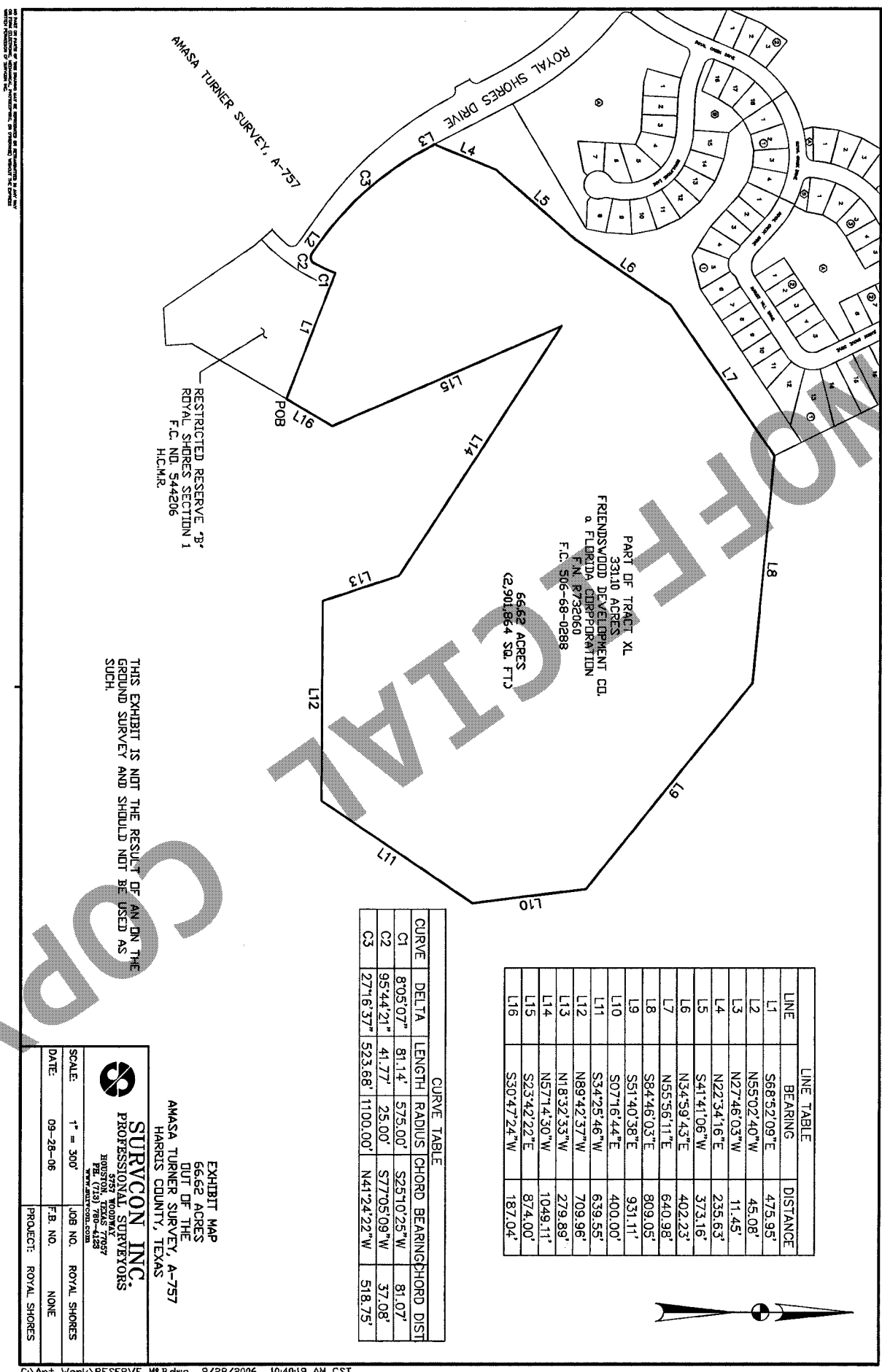
THENCE, North  $55^{\circ}56'11''$  East, a distance of 640.98 feet to a point for corner;

THENCE, South  $84^{\circ}46'03''$  East, a distance of 809.05 feet to a point for corner;



THENCE, South 51°40'38" East, a distance of 931.11 feet to a point for corner;  
THENCE, South 07°16'44" East, a distance of 400.00 feet to a point for corner;  
THENCE, South 34°25'46" West, a distance of 639.55 feet to a point for corner;  
THENCE, North 89°42'37" West, a distance of 709.96 feet to a point for corner;  
THENCE, North 18°32'33" West, a distance of 279.89 feet to a point for corner;  
THENCE, North 57°14'30" West, a distance of 1049.11 feet to a point for corner;  
THENCE, South 23°42'22" East, a distance of 874.00 feet to a point for corner;  
THENCE, South 30°47'24" West, a distance of 187.04 feet to the POINT OF  
BEGINNING and containing a computed area of 66.62 acres of land.

**THIS DESCRIPTION IS NOT THE RESULT OF AN ON THE GROUND SURVEY AND  
SHOULD NOT BE USED AS SUCH**



**EXHIBIT "B"**  
**PROTECTIVE COVENANTS**

The Property, when feasible, shall be developed, improved, sold, used and enjoyed in accordance with, and subject to the following plan of development, including the covenants, conditions and restrictions hereinafter set forth (the "Protective Covenants"), all of which are hereby adopted for, and placed upon said Property and shall run with the Property and be binding upon all parties, now and in any time hereafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which such right, title or interest is or may be acquired; provided, however, these Protective Covenants shall cease to exist and be of no further force or effect any time that title to the Property is re-vested in Grantor, its successors or assigns. These Protective Covenants may only be amended by written agreement between Grantor and Grantee, their successors or assigns

1. Use. The Property may be used in whole or in part for single family residential with minimum lot sizes of 1/4 acres and minimum house sizes of 2,200 square feet, but for no other purpose or purposes, provided, however, from and after thirty (30) years from the date of the conveyance of the Property from Grantor to Grantee, the Property may be used in whole or in part for any use but only so long as all buildings, structures, additions, signs and other improvements erected or maintained thereon (i) are in harmony of design with, the buildings, structures, additions, signs, and other improvements if any, located on adjoining Property, and (ii) are in conformance with these Protective Covenants.

2. Offensive and Prohibited Uses. No use of the Property shall be permitted which is illegal, or offensive in the reasonable opinion of Grantor by reason of odor, fumes, dust, smoke, noise, or pollution, or hazardous by reason of excessive danger of fire or explosion. In addition, no activity or use shall be permitted on or with respect to any part of the Property which is, in Grantor's reasonable opinion, obnoxious to or out of harmony with the development of the immediate community in which the Property is located, including, but not limited to, the operation of (a) a garage, gasoline service station or other establishment for the sale of motor fuel or other petroleum or energy products; (b) an automobile, truck or heavy equipment sales or rental facility; (c) a car wash; (d) a convenience store, (e) multifamily for rent or ownership; (f) any trailer court, junk yard, scrap metal yard or waste material business; (g) a tattoo or body piercing establishment; (h) a drive through fast food establishment; (i) automobile repair facilities, tire repair or replacement facilities, and other automotive related service facilities including muffler shops or express lube shops; (j) an auction house or flea market; (k) an office for the practice of veterinary medicine if the operation includes the use of kennels, runs, or any other related facilities located outside the building (veterinary practices dealing with large animals such as cattle and horses are specifically prohibited); (l) a kennel or business involving the boarding of animals, except in connection with an office for the practice of veterinary medicine, as described in (j) above; (m) a dry cleaning plant or operation where dry cleaning of clothes is done on-site, (n) an amusement or game room; (o) pharmacy; (p) storage or other warehouse facility; (q) funeral home or mortuary; (r) cellular/communications tower; (s) a tower site, or (t) an "adult" bookstore, theater, studio, parlor or other facility, any of which show on-premises X-type rated or unrated pornographic motion pictures or video films or provide forms of entertainment appealing to the prurient interests of the general public or would otherwise diminish the reputation or alter the family-oriented character of the community in which the Property is located, (u) a dollar store or similar discount general store.. No building, structure, addition, sign, or other improvement shall be erected, maintained, or permitted upon any portion of the Property that would be used for the aforesaid offensive and/or prohibited uses.

3. Intentionally Deleted

4. Grantor Approval Required. Other than Purchaser adding fill dirt to the property, no building, structure, addition, sign, or other improvement may be constructed, remodeled, replaced or altered in any manner on the Property until the plat, grading and drainage plans, utility layout, and landscaping have first been submitted to and approved in writing by Grantor. Such approval shall be to insure compliance with these Protective Covenants adopted and promulgated and amended from time to time by Grantor for said Property and other communities properties in the Kingwood area; and (b) confirm the quality of materials, color, harmony of external design with existing and proposed structures, and the location and finish grade elevations of the improvements with the surrounding topography. Architectural review shall include the Purchaser providing copies of the grading and drainage plans for the said property. Purchaser must consider the impact any improvements have on off-site and on-site drainage patterns. In the event should any alterations or improvements placed on the subject Property by Purchaser alter or adversely impact any adjoining property, the Purchaser shall be responsible for correcting this condition to the satisfaction of the adjoining land owner(s).

Reference is here made to the Development Guidelines for all construction, remodeling, replacement or alteration of any building, structure, sign, addition, or other improvement, which Development Guidelines may be amended from time to time by Grantor. The construction, remodeling, replacement or alteration of any building, structure, addition, sign or other improvement shall comply with the Development Guidelines as they now exist or as they may hereafter be amended. However, such amendments shall not retroactively apply to existing improvements.

Approval of plats, grading plans, utility layout, and landscaping by Grantor is only for the purposes above described and specifically, but without limitation, shall not be construed as any representation by Grantor as to, or responsibility for, design or quality of improvements or the ultimate construction thereof. Any and all plans and specifications submitted to Grantor which have not been approved within thirty (30) days after the date of submission shall for all purposes be deemed to have been disapproved. If Grantor should disapprove plans and specifications submitted to it, other than plans and specifications for a sign, and Grantor and Grantee are not able to resolve such differences within thirty (30) days after disapproval, then, following Grantee's written request therefor, Grantor may, at Grantor's option, repurchase the Property from Grantee, for the original purchase price in cash, and Grantee shall thereupon reconvey the Property to Grantor by special warranty deed free and clear of all liens and encumbrances other than those to which the conveyance of the Property from Grantor to Grantee was subject.

5. Open Spaces. A minimum of twenty-five (25) percent of the Property may not be improved by the construction of a building or buildings thereon or be paved or blacktopped for vehicular access or parking. All open space must be landscaped and shall have an irrigation system installed throughout, all in accordance with plans approved by Grantor. Any designated landscape easement within the Property's boundaries may be included in open space calculations.

6. Setbacks. Minimum building setbacks shall be as follows (measured from the property line):

	<u>Building</u>	<u>Parking</u>
From Royal Shores Ln	25'	25'
From all other property lines	10'	10'

No parking areas and/or paved area for vehicular circulation (except driveways which directly access a public right-of-way) shall be located within any setback area. Existing trees and landscaping located within building and parking setback areas or adjacent street right-of-way shall be fenced during construction activity in order to preserve such existing landscaping. The location of such fencing and access areas shall be subject to written approval by the Architectural Review Committee (the "ARC") established

by Seller. Access to the property across the setback areas for construction purposes shall be restricted to the areas designated for permanent driveway access, which are subject to review and approval by the ARC and applicable governmental authority prior to commencement of construction. Notwithstanding anything contrary herein, there shall be no minimum setback requirement from any adjoining property owner by Purchaser.

7. Building Height. All buildings and improvements erected on the Property shall be limited to a maximum of two stories in height which shall not extend more than thirty-five feet from the slab.

8. Intentionally Deleted

9. Intentionally Deleted

10. Outside Storage or Operations. Other than fill dirt being brought on to the Property, no outside storage or operations of any kind shall be permitted unless such activity is visually screened from public view in a manner which is architecturally compatible and approved in writing by Grantor prior to construction. No boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, camping rigs off truck, boat rigging, or other vehicles or associated equipment of recreational or commercial nature shall be parked or stored permanently or semi-permanently on the Property or any part thereof unless properly screened from public view in a manner approved in writing prior to construction by Grantor. All retail sales equipment, fixtures and merchandise shall be displayed only in the interior of a building, unless done in a manner approved in writing by Grantor prior to construction. Water towers, cooling towers, communication towers, storage tanks and other structures or equipment shall be architecturally compatible with the aesthetics of the project or effectively shielded from public view. All utility/service system components and trash pick-up stations shall be integrated with the building or screened by a fence or wall of compatible materials not less than eight (8) feet high and shall not be visible above such screening. All fences or walls shall be approved in writing by Grantor prior to construction.

11. Mechanical Equipment. All roof-top mechanical equipment shall be screened from the view of adjacent streets and buildings with material compatible with the building architecture or by the use of parapet wall. Such screening and/or parapet wall shall be equal to or greater than the height of the roof top mechanical equipment. **All power transformers shall be ground mounted and screened from public view by fencing or landscaping, all of which must be approved in writing by Grantor.**

12. Grading and Drainage. Surface drainage shall be collected on-site and connected to underground storm drain structures. Care shall be taken not to cause damage to adjacent properties during construction or after completion of the project. Grading of the site shall be done without damaging existing trees in proposed open space areas (as defined in Paragraph 4).

13. Underground Utilities. All electrical service, pipe, conduit, cable, or lines for water, gas, sewage, drainage, or steam shall be installed and maintained below grade.

14. Exterior Illumination. Exterior illumination, if such is to be provided, shall be designed to light only buildings, parking areas and walkways and shall not produce glare or splash-over on adjacent streets or properties.

15. Signs. All signs and their locations must be approved by Grantor in writing prior to installation. Any sign installed without Grantor's approval may be removed by Grantor, without liability for trespass or other legal wrong in Grantor.

16. Prohibited Structures. No metal fabricated buildings, trailers, tents, shacks, barns, or temporary building or structures, other than construction offices and structures for related purposes during the construction period, may be installed or maintained on the Property. All temporary structures used for construction purposes must receive approval by Grantor with regard to location and appearance, and must be removed promptly upon completion of construction.

17. Maintenance. The Property shall be maintained in a neat and clean condition. Grantee shall keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner and not permit the accumulation of garbage, trash, or rubbish of any kind thereon.

18. Attorneys' Fees. Grantee and/or any person or business entity occupying the Property shall be liable for all expenses, including but not limited to attorneys' and professional fees, incurred by Grantor in acting against Grantee and/or any person or business entity occupying the Property to cause compliance with or to cure violations of these Protective Covenants.

19. Variances. Grantor has the exclusive right and hereby retains the exclusive right to approve variances or otherwise change, rescind, or modify these Protective Covenants where in its judgment, any such variance will not adversely affect the development of Royal Shores.

20. Assignment. Grantor has and hereby retains the right to assign, in whole or in part, its rights hereunder, including, but not limited to, the right to approve or disapprove plans and specifications and the right to grant deviations. In the event Grantor elects to assign such rights, such assignment shall be evidenced by an instrument in writing, executed and acknowledged and filed in the appropriate Real Property Records of Galveston County, Texas.

21. Severability. Invalidation of any one of the covenants, conditions or restrictions of these Protective Covenants shall not affect any other provision, which shall remain in full force and effect.

22. Binding Effect. These Protective Covenants shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns.

23. Governing Law. These Protective Covenants shall be governed by and in accordance with the laws of the State of Texas.

24. Terminology. The captions beside the numbered Paragraphs herein are for convenience only and shall not limit, enlarge, modify, or otherwise affect these Protective Covenants in any manner whatsoever. Whenever required by the sense and circumstances of the context of these Protective Covenants or of any deed which these Protective Covenants have been made a part thereof, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

25. Performance. Any obligations hereunder are performable in Harris County, Texas and any and all payments that are made hereunder are to be made in Harris County, Texas.

RP-2025-72834  
# Pages 15  
03/03/2025 08:22 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$77.00

RP-2025-72834

UNOFFICIAL COPY

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

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  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS