

4/30/1996

RECIPROCAL USE AGREEMENT
WESTWOOD SHORES MARINA VILLAGE CAMPING CLUB MEMBERS
AND WESTWOOD SHORES LOT OWNERS

THE STATE OF TEXAS §
 §
COUNTY OF TRINITY §

A. Westwood Shores, Inc., a Texas corporation ("Developer") is the owner of the facilities and property comprising the Westwood Shores Country Club ("Country Club"). The Owners of Lots in Westwood Shores are, subject to the Bylaws and the rules and regulations, members of the Westwood Shores Property Owner's Association ("WSPOA") which owns and operates certain amenities within Westwood Shores Subdivision, who, by reason of their membership in the WSPOA are members of the Westwood Shores Country Club, Inc. ("WSCC") which is the organization that formulates the rules and regulations, and structure for the operation of the Country Club, located within the Westwood Shores Subdivision development ("Westwood Shores") in Trinity County, Texas.

B. Westwood Shores comprises the land described in Exhibit "A" attached hereto and made a part hereof for all purposes. The Developer and/or WSPOA own all of the facilities and amenities within Westwood Shores, which amenities include a golf course, tennis courts, swimming pool, club house, restaurant and related facilities, country store, miniature golf course, Horseshoe Lake, West Lake, Westwood Lake, Spring Lake, Sand Lake, marina facility, boat launch ramp, and some or all of the streets which facilities, whether owned by any of the signatories to this Agreement are herein after collectively referred to as the "Westwood Shores Amenities" and individually as the "Country Club Amenities" and the "WSPOA Amenities".

C. Westwood Shores Marina Village Camping Club ("Camp Owner") is the owner of a camping club campsite facility known as Westwood Shores Marina Village Camping Club (hereinafter referred to as "Camping Club") located on Lake Livingston adjacent to Westwood Shores, which Camping Club is comprised of the land described in Exhibit "B" attached hereto and made part hereof for all purposes.

D. The facilities ("Camping Club Facilities") of the Camping Club include, without limitation, streets, parking lots, swimming pools, wading pools, volleyball, ping-pong, basketball court, outdoor chapel, heated jacuzzi, community center, activity center, shuffleboard areas, horseshoe area, comfort stations (which include rest rooms and showers), fishing benches, fishing pier, camp site pads and related facilities.

E. All of the facilities described herein exist as of the date of this Agreement, however, they may be added to, transferred or deleted at the discretion of the owner of the facility.

F. The property comprising Westwood Shores and the Camping Club adjoin one another and the owners of lots subject to the WSPOA and owners of membership in the Camping Club agree that lot owners ("Lot Owners") in Westwood Shores would have certain rights to use the Camping Club Facilities and that the members in the Camping Club ("Members") would have certain rights to

use the Westwood Shores Amenities in accordance with the terms and conditions described below and in accordance with the Rules and Regulations of each facility, as such Rules and Regulations are amended from time to time.

G. The Camp Owner intends with this instrument to grant to Lot Owners certain rights to use the Camping Club Facilities in the manner and on the terms set forth below, and Developer and WSPOA intends with this instrument to grant to Camping Club Members certain rights to use the Westwood Shores Amenities in the manner and on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Developer, WSPOA and Camp Owner hereby grant, covenant and agree as follows:

1. DEVELOPER'S AND WSPOA'S GRANT OF RIGHT OF USAGE TO CAMP CLUB MEMBERS

Developer and WSPOA hereby GRANT AND CONVEY to all Members then in good standing, according to the records of the Camp Owner, ("Members in Good Standing" meaning members entitled to the use and benefit of the Camping Club Amenities pursuant to its rules and regulations) the non-exclusive right and privilege to use the Country Club Amenities and WSPOA Amenities on a space available basis by paying the same use fees, if any, charged by the Country Club and WSPOA to Lot Owners for Lot Owners' guests using such facilities, including with respect to the golf course the then current green fees paid by Lot Owners' guests and any cart rental fees paid by Lot Owners guests. Any permitted guests of the Members using the golf course shall also be charged the then current green fees and cart rental fees paid by Lot Owners' guests. Guests of a Member of the Camping Club may not use the Golf Course without a Member of the Camping Club being present at all times. Notwithstanding the foregoing provisions of this Paragraph 1, Members will not be obligated to pay a guest fee to use the Country Club swimming pool, however, if such Member has one or more guests, the Member must pay a guest fee for each guest using the swimming pool. If Developer or any successor to Developer hereafter establishes a use fee for Lot Owners or Lot Owners' guest using the lakes, or any other amenity, any Members or Members' guest using the lakes or other amenity also shall be required to pay such use fee. A Member and his guest's right to use the Westwood Shores Amenities is subject to the Rules and Regulations established by the WSCC for the Westwood Shores Country Club Amenities and by the WSPOA for the WSPOA Amenities, as such rules and regulations may be amended from time to time. However, such rules and regulations may not be amended to provide that Camping Club Members and their guests may not use the Westwood Shores Amenities. Such rules and regulations may establish priority rights in favor of Lot Owners to use the Westwood Shores Amenities, however, such priority rights may not unreasonably restrict the use of Westwood Shores Amenities by Camping Club Members and their guest.

2. CAMP OWNER'S GRANT OR RIGHT OF USAGE TO LOT OWNERS

Camp Owner hereby GRANTS AND CONVEYS to all Lot Owners then in good standing, ("Lot Owners in Good Standing" meaning Lot Owners entitled to the use and benefit of the Westwood Shores Amenities pursuant to the rules and regulations of the WSCC and the WSPOA) according to the records of the WSCC and the WSPOA, the non-exclusive right and privilege to use the Camping Club Facilities, including twenty (20) campsites, on a space available basis by paying the then current guest fee to use a campsite. A guest of a Lot Owner may also use the Camping Club

Facilities but must be present with a Lot Owner. There is no requirement for Lot Owner and guest to rent a campsite in order to use the other facilities of the Camping Club. A Lot Owner and his guest's right to use the Camping Club Facilities is subject to the Rules and Regulations established by the Camp Owner, as such Rules and Regulations may be amended from time to time. However, such rules and regulations may not be amended to provide that Lot Owners and their guests may not use the Westwood Shores Amenities. Such Rules and Regulations may establish priority rights in favor of the Members to use the Camping Club Facilities, however, such priority rights may not unreasonably restrict the use of the Camping Club Facilities by Lot Owners and their guest. If Camp Owner or any successor to Camp Owner hereafter establishes a use fee for Members or Members' guest using swimming pool, or other facilities, any Lot Owner or Lot Owners' guest using the swimming pools, or other facilities, also shall be required to pay such use fee.

3. NO GUARANTEE OF USAGE RIGHTS

Developer, WSPOA and Camp Owner acknowledge that no party to this Agreement can guarantee that particular Westwood Shores Amenities or Camping Club Facilities, as applicable, will be available for use by Members and/or their guests or Lot Owners and/or their guests at any time.

4. TERM OF AGREEMENT

The right of the Members to use the Westwood Shores Amenities and the right of the Lot Owners to use the Camping Club Facilities is intended and imposed for the benefit of each Member and Lot Owner, respectively, is a covenant running with the land, and is binding on the current owners and any successor owners of the Camping Club and Westwood Shores Amenities, respectively. This Agreement shall be in full force and effect for a period of fifty (50) years from the date of this agreement, at which time this Agreement shall automatically renew for successive periods of twenty (20) years each unless and until two-thirds (2/3) of the total Lot Owners, two-thirds (2/3) of the total Members, the Developer (or the owner of the facilities and property comprising the Country Club), WSCC and WSPOA all vote to terminate this Agreement.

Notwithstanding the term of this Agreement, in the event that Lot Owners are no longer entitled to use the Westwood Shores Amenities, then Members shall no longer be entitled to use the Westwood Shores Amenities. Likewise, in the event that Members are no longer entitled to use the Camping Club Facilities, then Lot Owners shall no longer be entitled to use the Camping Club Facilities.

5. ACCESS EASEMENT AND CONTRIBUTION BY CAMP OWNER TO WSPOA

Notwithstanding any termination of this Agreement as provided in paragraph 4 above, the Member shall perpetually be entitled to an access easement over and across Westwood Shores Drive, from F. M. 356 to the property described on the attached Exhibit "B". Camp Owner shall pay to WSPOA annually on or before July 31 of every year, or within thirty (30) days of receipt of an invoice whichever is later, an amount of money, as indicated below, as payment for a portion of the upkeep, maintenance, repair and replacement of Westwood Shores Drive. The contribution for 1996 is FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) which amount shall be adjusted annually as set out below:

After the first year that this contract has been in effect and at one (1) year intervals for each year the contract is in effect, the yearly payment for road maintenance will be adjusted as set forth in this section to reflect increases in the Consumer Price Index of the Bureau of Labor Statistics of the United States Department of Labor for the Southern area for all items referred to in this section as CPI-U South All Items using 1982-1984 as the base year. The index numbers will be taken from this consume price index as follows:

- a. The adjustments in the yearly payment for road maintenance are determined by multiplying \$5,000.00 by a fraction, the numerator of which is the index number for the last month of the last year before the adjustment and the denominator of which is the index number for the first year of the contract. If the product is greater than the yearly minimum payment for road maintenance of \$5,000.00, it is agreed that Westwood Shores Marina and Camping Club will pay this greater amount as the yearly payment until the time of the next adjustment as called for in this section. If the product is less than \$5,000.00, the annual payment will not be adjusted at that time and a payment of \$5,000.00 will be made until the time of the next payment adjustment as called for in this section. In no event may any payment adjustment called for in this section result in an annual payment of less than \$5,000.00.
- b. If the CPI-U-South All Items is discontinued during the term of this contract, the remaining Road Maintenance Payment adjustments called for in this section will be made by using the formula set forth in Subsection (a) above, but substituting the index numbers for the Consumer Price Index-Seasonably Adjusted U.S. City Average For All Items For All Urban Consumers ("CPI-U") for the index numbers for the CPI-U South All Items. If both the CPI-U South All Items and the Consumer Price Index-Seasonably Adjusted U.S. City Average For All Items For All Urban Consumers are discontinued during the term of the contract, the remaining Road Maintenance adjustments called for in this section will be made by using the statistics of the Bureau of Labor Statistics of the United States Department of Labor that are most nearly comparable to the CPI-U South All Items. If the Bureau of Labor Statistics of the United States Department of Labor ceases to exist or to publish statistics concerning the purchasing power of the consumer dollar during the terms of the contract, the remaining rental adjustments called for in this section will be made by using the most nearly comparable statistics published by a recognized financial authority selected by the Payee.

Additionally, for so long as WSPOA owns and operates the country store, Camp Owner shall contribute an amount equal to fifty percent (50%) of the losses suffered by WSPOA in its operation of the country store. Camp Owner shall be entitled to fifty percent (50%) of the annual profits from the country store until such time as it has been reimbursed for all losses that is has paid. Thereafter it

shall not participate in profits unless a further loss is paid in which case it shall be reimbursed out of future profits, if any. The amount due shall be payable annually upon presentment of an invoice detailing the amount due with supporting documentation.

6. ASSIGNMENT

This instrument shall be binding upon and inure to the benefit of the Developer, Camp Owner, WSPOA, WSCC, Members, Lot Owners and their respective heirs, legal representatives, successors and assigns.

EXECUTED in multiple counterparts, each of which shall have the force and effect of an original, to be effective as of the 30th day of APRIL, 1996.

WESTWOOD SHORES MARINA VILLAGE
CAMPING CLUB, INC.

By: Edie Speer
EDIE SPEER, PRESIDENT

WESTWOOD SHORES, INC.

By: J. R. Belin, Jr.
J. R. BELIN, JR., PRESIDENT

WESTWOOD SHORES COUNTRY CLUB, INC.

By: Edie Speer
EDIE SPEER, PRESIDENT

WESTWOOD SHORES PROPERTY OWNER'S
ASSOCIATION, INC.

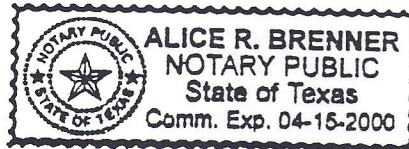
By: Edie Speer
EDIE SPEER, PRESIDENT

STATE OF TEXAS §
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COUNTY OF TRINITY §

This instrument was acknowledged before me on the 30 day of April, 1996, by EDIE SPEER, PRESIDENT of WESTWOOD SHORES MARINA VILLAGE CAMPING CLUB, INC., a Texas corporation, on behalf of said corporation.

Alice R. Brenner
NOTARY PUBLIC, STATE OF TEXAS

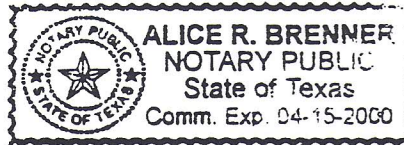
STATE OF TEXAS §
§
COUNTY OF TRINITY §



This instrument was acknowledged before me on the 30 day of April, 1996, by J. B. BELIN, JR., PRESIDENT, of WESTWOOD SHORES, INC., a Texas corporation, on behalf of said corporation.

Alice R. Brenner
NOTARY PUBLIC, STATE OF TEXAS

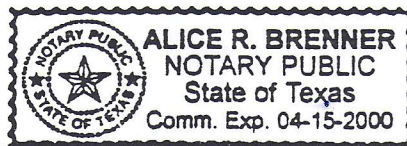
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This instrument was acknowledged before me on the 30 day of April, 1996, by EDIE SPEER, PRESIDENT, of WESTWOOD SHORES COUNTRY CLUB, INC., a Texas corporation, on behalf of said corporation.

Alice R. Brenner
NOTARY PUBLIC, STATE OF TEXAS

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This instrument was acknowledged before me on the 30 day of April, 1996, by EDIE SPEER, PRESIDENT, of WESTWOOD SHORES PROPERTY OWNER'S ASSOCIATION, INC., a Texas corporation, on behalf of said corporation.

Alice R. Brenner
NOTARY PUBLIC, STATE OF TEXAS

