

**LAW OFFICE OF JAN L. FRY  
ATTORNEY AT LAW  
802 W. ALABAMA  
HOUSTON, TEXAS 77006  
(713) 942-8900  
Fax (832) 201-9218**

**February 25, 2013**

Mr. Rick S. Butler  
Butler & Hailey  
Attorneys at Law  
8901 Gaylord Drive, Suite 100  
Houston, Texas 77024-3042

Via Facsimile No. 713-780-4549

Re: Christopher and Jill Curran v. Royal Shores Community Association, Inc.,  
and Larry Combs

Mr. Butler,

As you are aware, I sent you an email on January 24, 2013 on behalf of my clients Christopher and Jill Curran, rejecting the Association and Larry Combs' offer of settlement that was sent from your office. Prior to that, I have sent you inquiries about the offer to which you have never responded. More specifically, I have inquired about a provision in the offer asking the Currans to agree not to "seek a permit from the city of Houston for the construction of a bulkhead, dock, boathouse or other structure" in exchange for the Association agreeing to mow a five foot path through the reserve and the city owned property to the edge of Lake Houston. Since the Currans have never had an issue with the Association concerning construction of any structure on the city of Houston property, they of course want to know why the Association is now interested in prohibiting them from doing so. As the Association is aware, they have no control over the city of Houston property and no say on whether the Currans are given a permit by the city to build any structure on Lake Houston. This would be decided by the city of Houston. The Currans have never applied for such a permit but they find it

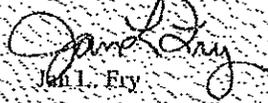
offensive that the Association is attempting to strong arm them into agreeing not to do so by offering to cut a path to the lake only if they agree not to seek a permit. This is simply an abuse of power on the part of the Association and an attempt to control property owned by the city that they otherwise have no control over. Since the Association apparently can give no answer as to why they have an interest in preventing the Currans from seeking a permit, the only logical explanation is that it is being done on behalf of fellow board member and the Currans' neighbor, Larry Combs. This is just one more glaring example of the conflict of interest with Larry Combs being on the Association board and evidence of the board backing his cause.

Additionally, the Association's offer is contingent upon obtaining approval from the city of Houston to cut/mow the city owned property, so it is not even a guaranteed offer. The fact that the Association indicates that it needs permission to cut/mow the city of Houston property that the Currans want to be cut/mowed makes its offer less than sincere. The Association knows full well that fellow board member, Larry Combs, regularly mows the city of Houston property without permission from the city. In fact, the Association knows that all of the residents along the lake have the city property mowed without the city's permission and the city has no objection to this. However, when it comes to the Association's dealings with the Currans and their desires, it becomes necessary to go through the proper channels and obtain a "grant of permission" from the city. Furthermore, the Currans have no proof that the Association has taken any steps to obtain this permission. All this is being stated to point out the lack of sincerity in the Association's offer even though it was proudly posted on the website as evidence of the board's willingness to work out the problem and to paint the Currans as uncompromising trouble makers to the rest of the residents.

The Association needs to understand that the Currans are going to continue the pursuit of the proper maintenance of the Reserve and protection of all property values in the area. It is becoming more and more apparent that the Association is cutting back maintenance of many of the reserves in Royal Shores and changing the appearance of the area as it was initially planned and put in place by the developer, Friendswood Development Company. All homeowners, not just the Currans, should be able to rely on the continuity of the appearance of the

neighborhood in which they purchased, and as promised and advertised by the developer. In short, the offer you presented on behalf of the Association and the Combs is rejected. The Currans demand that the reserve in question be maintained in the manner it was when they purchased their property and in accordance with the deed restriction. The Currans will file suit seeking an injunction and attorney's fees within 14 days of the date of this letter if the Association continues its current management of the area.

Sincerely,



Jan L. Fry