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DECLARATION OF

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RESERVATIONS, RESTRICTIONS AND COVENANTS  
PARTIAL REPLAT OF PECAN GROVE PLANTATION, SECTION 8

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

That PECAN GROVE ASSOCIATES (hereinafter called "Developer") being the owner of all of that certain tract of land which has heretofore been platted into that certain subdivision known as "PARTIAL REPLAT OF PECAN GROVE PLANTATION, Section 8", according to the plat (the "plat" or the "recorded plat") of said subdivision recorded in the office of the County Clerk of Fort Bend County, Texas, on the 25th day of November, 1985, after having been approved as provided by law, and being recorded in Slide No. 810A and 810B of the Map Records of Fort Bend County, Texas, and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said PARTIAL REPLAT OF PECAN GROVE PLANTATION, Section 8 (hereinafter referred to as the "Subdivision"), does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions, and Covenants (hereinafter referred to as the "Reservations, Restrictions and Covenants" or "Restrictions") which shall be and are hereby made applicable to the Subdivision. PECAN GROVE ASSOCIATES has caused the plat of PARTIAL REPLAT OF PECAN GROVE PLANTATION, Section 8 to be filed for record so as to provide for the residential development of said Subdivision into larger lots than contemplated by the original Subdivision known as PECAN GROVE PLANTATION, Section 8, a subdivision in Fort Bend County, Texas, according to the plat thereof recorded in Slide No. 643/A and 643/B of the Map Records of Fort Bend County, Texas, and

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PECAN GROVE ASSOCIATES does hereby release, cancel, and rescind the Restrictions for PECAN GROVE PLANTATION, Section 8, recorded in Volume 1431, Page 640, Official Records, Fort Bend County, Texas, to the extent and only to the extent same apply to the property included within the boundaries of PARTIAL REPLAT OF PECAN GROVE PLANTATION, Section 8, and PECAN GROVE ASSOCIATES does further replace said Restrictions recorded in Volume 1431, Page 640, Official Records, Fort Bend County, Texas, to the extent same apply to PARTIAL REPLAT OF PECAN GROVE PLANTATION, Section 8, with the following Restrictions.

I.

GENERAL PROVISIONS

1.01 Each Contract, Deed, or Deed of Trust which may be hereinafter executed with respect to any property in the Subdivision (sometimes herein referred to as "lot" or "lots") shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

1.02 The utility easements and building set back lines shown on the plat referred to above are dedicated subject to the reservations hereinafter set forth.

1.03 (a) The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Fort Bend County, Texas, as well as for the benefit



of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, cable TV, water, sanitary sewers, storm sewers, and any other utility or service which the Developer may find necessary or proper.

(b) The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but not the obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors and assigns.

(c) The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Developer.

(d) The Developer reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the Subdivision or any property therein.

(e) Neither the Developer or any utility company, nor their successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers, fences, or other property of the land owner situated on the land covered by said utility easements.

#### DURATION & AMENDMENT

1.04 Except as expressly amended pursuant to this Paragraph 1.04 or Article XII of these Restrictions, all of the

provisions hereof shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of forty (40) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of the initial period of forty (40) years or a successive period of ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid forty (40) year period or any successive ten (10) year period thereafter. In addition to the above described right of the owners of a majority of lots in the Subdivision to amend the Restrictions at the expiration of the aforesaid forty (40) year period and any successive ten (10) year period, these Restrictions may be amended, in whole or in part, by an instrument executed by the then owners of not less than sixty-six (66%) of the lots in the Subdivision, but no such amendment shall be effective until recorded in the Office of the County Clerk of Fort Bend County, Texas (provided that for such amendment to be effective, such amendment must reflect not more than three hundred sixty-five (365) days between the notarial acknowledgement of the earliest lot owner executing such amendment).

#### ENFORCEMENT

1.05 In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to



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restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding such compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer, Pecan Grove Plantation Property Owners Association, a Texas non-profit corporation formed to manage the Subdivision (The Association), or for any person or persons owning property in the Subdivision (or in any other Section of "PECAN GROVE PLANTATION" defined herein as the development in Fort Bend County, Texas, planned and developed by Developer and consisting of PECAN GROVE PLANTATION, Sections 1-5, 7 & 8, inclusive, evidenced by plats recorded in the Fort Bend County Map Records and restrictions recorded in the Fort Bend County Deed Records and any other sections of PECAN GROVE PLANTATION hereafter developed by Developer) to prosecute any proceedings at law or in equity against the person or persons violating or attempting any of such provisions.

PARTIAL INVALIDITY

1.06 In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions of the Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

EFFECT OF VIOLATIONS ON MORTGAGEES

1.07 No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or

otherwise affect the rights of the Mortgagee under any such Mortgage, the holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, Lien, or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained, including said Reservations, Restrictions, and Covenants.

## II.

## ARCHITECTURAL CONTROL

BASIC CONTROL

2.01 (a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made thereto after original construction, on any property in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) of the construction plans and specifications or other improvements. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation.

(b) Each application made to the architectural control authority (whether Developer or the Pecan Grove Plantation Architectural Control Committee, as applicable) shall be accompanied by three sets of plans and specifications for all proposed construction to be done on such lot including plot plans showing the location on the lot and dimensions of all proposed walks, driveways, curb cuts and all other matters relevant to architectural approval.



ARCHITECTURAL CONTROL AUTHORITY**OFFICIAL RECORDS**

2.02 (a) The authority to grant or withhold architectural control approval as referred to above is vested in the Developer; except, however, that such authority of the Developer shall cease and terminate upon the election of the PECAN GROVE PLANTATION Architectural Control Committee, in which event such authority shall be vested in and exercised by the PECAN GROVE PLANTATION Architectural Control Committee (as provided in (b) below), hereinafter referred to, except as to plans and specifications and plats theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plats. The term "Architectural Control Authority" as used herein shall mean or refer to the Developer or to the PECAN GROVE PLANTATION Architectural Control Committee, as the case may be.

(b) At such time as all of the lots in the Subdivision and in all other Sections of PECAN GROVE PLANTATION (as platted, from time to time, hereafter) shall have been sold by the Developer, then the Developer shall cause a Statement of such circumstances to be placed of record in the Deed Records of Fort Bend County, Texas. Thereupon, the lot owners in PECAN GROVE PLANTATION may by vote, as hereinafter provided, elect a committee of three (3) members to be known as the PECAN GROVE PLANTATION Architectural Control Committee (hereinafter referred to as the "Committee"). Each member of the Committee must be an owner of property in some Section of PECAN GROVE PLANTATION. Each lot owner shall be entitled to one (1) vote for each whole lot or building site owned by that owner. In the case of any building site composed of more than one (1) whole lot, such building site owner shall be entitled to one (1) vote for each whole lot contained within such building site.

(c) The Developer shall be obligated to arrange for the holding of such election within sixty (60) days following the filing of the aforesaid Statement by the Developer in the

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Deed Records of Fort Bend County, Texas, and to give notice of the time and place of such election (which shall be in Fort Bend County, Texas) not less than five (5) days prior to the holding thereof. Nothing herein shall be interpreted to require that the Developer actually file any such Statement so long as it has not subdivided and sold the entirety of the property contemplated for inclusion in PECAN GROVE PLANTATION, nor to affect the time at which the Developer might take such action if in fact, the Developer does take such action. Additionally, the Developer shall have the right to arrange for such election at any time prior to Developer's sale of all of the lots in all sections of PECAN GROVE PLANTATION.

(d) Votes of the owners shall be evidenced by written ballot furnished by the Developer (or the Committee, after the initial election) and the Developer (or the Committee, after the initial election) shall maintain said ballots as a permanent record of such election for a period of not less than four (4) years after such election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof.

(e) The results of each such election shall promptly be determined on the basis of the majority of those owners then voting in such election.

(f) The results of any such election and of any removal or replacement of any member of the Committee may be evidenced by the recording of an appropriate instrument properly signed and acknowledged in behalf of the Developer or by a majority of the Committee.

(g) After the first such election shall have been held, thereafter the Committee shall be obligated to arrange for elections (in the manner and after notice as set forth above) for the removal and/or replacement of Committee members when so requested in writing by thirty (30) or more lot owners in the Subdivision. Members of the Committee may, at any time, be relieved of their position and substitute members therefor designated by vote as set forth above.



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(h) Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending an election as hereinabove provided for.

(i) If the Committee should fail or refuse to take any action herein provided to be taken by the Committee with respect to setting elections, conducting elections, counting votes, determining results and evidencing such results, or naming successor Committee members, and such failure or refusal continues for a period which is unreasonably long (in the exclusive judgement of the Developer), then the Developer may validly perform such function.

(j) The members of the Committee shall be entitled to such compensation for services rendered and for reasonable expenses incurred as may, from time to time, be authorized or approved by the Pecan Grove Plantation Property Owners' Association, Inc. All such sums payable as compensation and/or reimbursement shall be payable only out of the "Maintenance Fund", hereinafter referred to.

EFFECT OF INACTION

2.03 Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plats received by it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plat shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plat and all of the other terms and provisions hereof.

**OFFICIAL RECORDS**EFFECT OF APPROVAL

2.04 The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion, whether by the Developer or the Committee, that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat or in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. Exercise of any such prerogative by one (1) or more members of the Committee in their capacity as such shall not constitute action by the Developer after the election of such Committee members notwithstanding that any such Committee member may be an officer, owner or director of Developer.

MINIMUM CONSTRUCTION STANDARDS

2.05 The Architectural Control Authority may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and such Architectural Control Authority shall not be bound thereby. In order to control the quality of construction and to reasonably insure that all residential construction (including the construction of the residence and all other improvements on the lot) are constructed in accordance



with (a) the recorded plat, (b) the recorded Reservations, Restrictions and Covenants, (c) the Fort Bend County regulations, (d) minimum acceptable construction standards as promulgated from time to time by the Architectural Control Authority, and (e) Architectural Control Authority regulations and requirements, the Architectural Control Authority may conduct certain building inspections and the builder and/or owner in construction of all improvements shall hereby be subject to such building inspections and building inspection policies and procedures as established from time to time by the Architectural Control Authority. A fee in an amount to be determined by the Architectural Control Authority, must be paid to the Architectural Control Authority prior to architectural approval, or at such other time as designated by the Architectural Control Authority, to defray the expense of such building inspections.

#### VARIANCES

2.06 The Architectural Control Authority may authorize variances from compliance with any of the provisions of the Reservations, Restrictions and Covenants or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Architectural Control Authority, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Control Authority. If any such variances are granted, no violation of the provisions of these Reservations, Restrictions and Covenants shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of these Reservations, Restrictions and Covenants.

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for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the recorded plat.

NOTICE OF NONCOMPLIANCE

2.07 If, as a result of inspections or otherwise, the Architectural Control Authority finds that any residential construction has been done without obtaining the approval of the Architectural Control Authority or was not done in conformity with the approved plans and specifications and plat, the Architectural Control Authority shall notify the owner in writing of the noncompliance, which notice ("Notice of Noncompliance") shall be given, in any event, within sixty (60) days after the Architectural Control Authority receives a written notice from the owner of the completion of such owner's residential construction or improvements (the "Notice of Completion"). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the owner to take such action as may be necessary to remedy the noncompliance. If, for any reason other than the owner's act or neglect, the Architectural Control Authority fails to notify the owner of any noncompliance within sixty (60) days after receipt by the Architectural Control Authority of the Notice of Completion, the improvements constructed by such owner on the property shall be deemed in compliance if such improvements were, in fact, completed as of the date of Notice of Completion. If, however, the Architectural Control Authority issues a Notice of Noncompliance, the owner shall remove the same within a period of not more than forty-five (45) days from the date of receipt by the owner of such Notice of Noncompliance. If the owner does not remove the noncompliance within forty-five (45)



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days after receipt of the Notice of Noncompliance or commence to remove such noncompliance in the case of a noncompliance which cannot reasonably be expected to be removed within forty-five (45) days (Provided that such owner diligently continues the removal of such noncompliance) the Board of Directors of the Association may, at its option, record a Notice of Non-Compliance against the property on which the noncompliance exists, or may otherwise remove such noncompliance, and the owner shall reimburse the Association, upon demand, for all expenses incurred therewith, which reimbursement obligation shall be secured in the same manner as the payments of maintenance charges and assessments (described in Article VIII of the Reservations, Restrictions and Covenants). The right of Board of Directors to remedy any noncompliance shall be in addition to all other rights and remedies which the Board of Directors may have at law, in equity, or under the Reservations, Restrictions and Covenants to cure such noncompliance.

NO IMPLIED WAIVER OR ESTOPPEL

2.08 No action or failure to act by the Architectural Control Authority or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Control Authority or Board of Directors with respect to the construction of any improvements on the property within the Subdivision. Specifically, the approval by the Architectural Control Authority of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications or other materials submitted with respect to any other residential construction by such person or otherwise.

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## III.

## UTILITY EASEMENTS

3.01 (a) A five (5) foot utility easement has been dedicated along the front of all lots as shown on the recorded plat.

(b) A five (5) foot utility easement has been dedicated along all side lot lines adjacent to street right-of-ways of corner lots and along other side lot lines as shown on the recorded plat.

(c) Rear utility easements have been dedicated in accordance with the recorded plat.

(d) All street right-of-ways have been dedicated as utility easements in accordance with the recorded plat.

(e) Other ground and aerial utility easements have been dedicated in accordance with the recorded plat.

(f) No building shall be located over, under, upon or across any portion of any of the aforesaid utility easements, (which easements are not hereinafter abandoned or terminated), however, the owner of each lot shall have the right to construct, keep and maintain paving, sidewalks, drives, etc., across the utility easement along the front of the lot and utility easements along the side of such lots (the "side lot utility easement") adjacent to street right-of-ways and shall be entitled to cross such easements at all times for purpose of gaining access to such lots.

(g) The owner of each lot also shall have the right to construct, keep and maintain paving, sidewalks, drives, steps and air conditioning units and equipment over, across or upon any side lot utility easement, and shall be entitled to, at all times, to cross, have access and use the improvements located thereon, however, any such improvements placed upon such side lot utility easement by the owner shall be constructed, maintained and used at owner's risk and, as such, the owner of each lot subject to said side lot utility easements shall be responsible for any and all repairs to the paving, sidewalks,



drives, steps and air conditioning units and equipment which cross or are located upon such side lot utility easements, where such repairs are occasioned by any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the side lot utility easements. The owner of each lot shall indemnify and hold harmless public utilities having facilities located over, across or under said side lot utility easements for injury to persons or damage to property in any way occurring, incident to, arising out of, or in connection with the installation, operation, maintenance, repair or removal of utility equipment or facilities located within said side lot utility easements where such injury or damage is caused or alleged to be caused by such public utility or its employees, officers, contractors, or agents and even when caused or alleged to be caused by the sole negligence of such utility, its employees, officers, contractors or agents. However, in no event, shall a lot owner construct, maintain or use any of the above described improvements within any utility easements along the rear of such owner's lots.

IV.

## DESIGNATION OF TYPES OF LOTS

4.01 Lots twenty nine (29) through thirty six (36) in Block Two (2) are hereby designated as "Golf Course Lots". In addition to the General Restrictions set forth in Article V below, "Golf Course Lots" are subject to Article VI Special Restrictions, "Golf Course Lots".

4.02 All lots in the Subdivision not designated herein as "Golf Course Lots" are hereby designated as "Town and Country Lots" including lots forty six (46) through fifty three (53) in Block five (5); Lots one (1) through thirty two (32) block six (6); and lots four (4) through eighteen (18) block seven (7).

V.

## GENERAL RESTRICTIONS

SINGLE FAMILY RESIDENTIAL CONSTRUCTION

5.01 (a) No building shall be erected, altered or permitted to remain on any lot other than one (1) detached

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single-family residential dwelling not to exceed two (2) stories in height and a private garage (or other covered parking facility) for not more than three (3) automobiles and other bona fide servant's quarters; provided, however, that the servant's quarters structure will not exceed the main dwelling in height or number of stories.

(b) As used herein, the term "residential dwelling" shall be construed to prohibit mobile homes or trailers being placed on said lots, or the use of said lots for duplex houses, garage apartments, or apartment houses.

(c) No lot shall be used for business, educational, or professional purposes of any kind, nor for any commercial, church or manufacturing purposes.

(d) No building of any kind or character shall ever be moved onto any lot within the Subdivision

MINIMUM SQUARE FOOTAGE OF RESIDENCE

5.02 (a) The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servant's quarters) shall be as follows for each of the following described types of lots:

(b) The living area of each residential structure on Golf Course Lots shall be not less than 2,000 square feet for a one-story dwelling, 2,300 square feet for a two-story dwelling, with a minimum of 1,200 square feet thereof on the first floor.

(c) The living area of each residential structure on Town and Country Lots shall be not less than 1,800 square feet for a one-story dwelling; 2,000 square feet for a two-story dwelling, with a minimum of 1,150 square feet thereof on the first floor.



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LOCATION OF IMPROVEMENTS ON LOT

5.03 (a) No building shall be located on any lot nearer to the front line or nearer to any street side-line than the minimum building set-back lines shown on the aforesaid plat nor upon or within any portion of any easement. Subject to the provisions of Paragraph 5.21, no building shall be located nearer than five (5) feet to an interior side lot line. For the purpose of this covenant, concrete drives, walks, air conditioning units, eaves, steps, and unroofed terraces shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot. For the purposes of this Paragraph 5.03 and other provisions of these Restrictions, the "front line" is the common boundary of any lot with a street, and in the case of a corner lot (with a common boundary on two (2) streets or one (1) street and a cul-de-sac), the boundary from which the building set-back distance is greater.

(b) All houses built in this Subdivision shall face the common boundary of the lot and the street from which the building set back distance is greater unless a deviation from this provision is approved by the Architectural Control Authority.

(c) The Architectural Control Authority reserves the right to grant exceptions to the building lines shown on the recorded plat when doing so will not be inconsistent with the overall plan for development of the Subdivision.

RESIDENTIAL FOUNDATION REQUIREMENTS

5.04 Minimum finished slab elevation for all structures shall be eighty-two feet six inches (82.5') above mean sea level, or such other level as may be established by the Commissioner's Court of Fort Bend County, Texas, or other governmental authorities. In no case will a slab be lower than

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eighteen (18) inches above natural ground. For purposes of this instrument, the word "lot" shall not be deemed to include any portion of any Reserve or Unrestricted Reserve in the Subdivision, regardless of the use made of such area.

**EXCAVATION AND TREE REMOVAL**

5.05 The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees.

**ELECTRICAL HOUSE SERVICE**

5.06 Only underground electrical service shall be available for said lots and no above surface electric service wires will be installed outside of any structure. Underground electric service lines shall extend through and under said lot in order to serve any structure thereon, and the area above said underground lines and extending two and one half (2.6') feet to each side of said underground line shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing of said underground facilities by such utility company, and owners of said lots shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions.

**MASONRY REQUIREMENT**

5.07 Unless the prior written approval of the Architectural Control Authority is received prior to the commencement of construction, no residence shall be constructed having less than fifty-one percent (51%) masonry construction of



its equivalent on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Authority.

#### ROOFING

5.08 No external roofing material other than No. 1 Cedar wood shingles or not less than 300 pound composition shingles of a wood tone color as approved by the Architectural Control Authority shall be used on any building or any lot without written approval of the Architectural Control Authority.

#### PARKING AND STORAGE OF AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES

5.09 The parking of boats, boat trailers, cargo-type trailers, storage trailers, horse trailers, tractor and trailers, camper units, recreation vehicles, trucks (other than pickup trucks not to exceed one (1) ton in size) are expressly prohibited from being stored, parked or kept on any lot, driveway or in the street in front of a lot, however, nothing herein contained shall be construed to prohibit the storage of an unused trailer, vehicle or boat in a covered and fully enclosed parking garage.

5.10 No automobile or approved pickup truck (as defined in paragraph 5.09) shall be stored, parked or kept on any lot, driveway or in the street in front of the lot unless such vehicle is in day-to-day use of the premises and such parking is only temporary, from day-to-day and not to exceed forty-eight (48) hours in duration.

#### AIR CONDITIONING REQUIREMENT

5.11 No window or wall type air conditioning units shall be permitted to be used, erected, placed or maintained in or on any building in any part of the Subdivision.

#### DISPOSAL UNIT REQUIREMENT

5.12 Each kitchen in each dwelling or living quarters situated on any lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

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DRIVEWAYS, SIDEWALK, CURBS, MANHOLES AND STORM SEWER INLET

5.13 (a) Driveways shall be entirely of concrete and that portion of the concrete driveway that lies on the lot shall be constructed a minimum width of nine (9) feet and the specifications of which must be approved by the Architectural Control Authority. That portion of the concrete driveway that lies between the property line (street right-of-way line) and the street curb shall be a minimum width of ten (10) feet and driveway shall be constructed in accordance with detail, design and specifications as shown on Exhibit "A" of the Restrictions.

(b) A concrete sidewalk four (4) feet in width, running parallel to the curvature of the street, located five (5) feet back from the curb and in line with any existing sidewalks shall be required on all lots and shall be constructed in accordance with detail, design and specifications as shown on Exhibit "A" of these Restrictions.

(c) Concrete curbs that are chipped, cracked and/or broken on the street front or street side of all lots are to be repaired or replaced by the builder or owner of the residence on each lot prior to occupancy of the residence on said lots. Chipped curbs may have patched repairs using an "epoxy grout" mixture. Where several chipped curbs appear in the same area, the entire section of curb (i.e. driveway to driveway) must be overlaid with the "epoxy grout" mixture. Cracked or broken curbs shall be saw-cut on both sides of the crack or break, the cracked or broken area removed, reformed and poured (using five (5) sack concrete mix) to match existing curb in accordance with requirements as set out in Exhibit "A" of these Restrictions.

(d) Manholes, valve boxes and storm sewer inlets owned by Pecan Grove Municipal Utility District (the "District") that may be located in driveways and/or sidewalks are to be rebuilt by builder or owner of the residence in accordance with detail, design and specifications as shown on Exhibit "B" of these Restrictions. Each builder or owner of the residence shall obtain permission from the District to adjust or rebuild



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manholes, valve boxes and storm sewer inlets prior to any construction and will conform to the District's construction and inspection requirements.

(e) Wheel chair ramp(s) are not required to be constructed, however, in the event a builder or owner constructs wheel chair ramp(s), construction will conform with detail, design and specifications as shown on Exhibit "B" of these Restrictions unless an alternate design is approved by the Architectural Control Authority.

(f) All sidewalks and driveways constructed within the street right-of-way shall be constructed in accordance with these Restrictions as set out in Paragraph 5.13 and in Exhibits "A" and "B", all prior to occupancy of the residence. Necessary concrete curb repairs or replacement shall be completed in accordance with these Restrictions as set out in Paragraph 5.13 (c), all prior to occupancy of the residence.

BUILDING INSPECTION OF DRIVEWAYS, SIDEWALKS, CURBS, MANHOLES AND STORM SEWER INLETS

5.14 (a) In order to control the quality of construction for work described in Paragraph 5.13, there is a requirement that there shall be a construction (building) inspection prior to and after pouring concrete for driveways and sidewalks. A fee, in an amount to be determined by Developer, must be paid to Developer prior to architectural approval of such residential improvements to defray the expense for this one time (before and after) building inspection. In the event construction requirements are incomplete or rejected at the time of inspection and it becomes necessary to have additional building inspections; a fee, in an amount to be determined by Developer, must be paid to Developer prior to each building inspection.

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(b) Prior to request for a building inspection, the builder of any residence, whether the owner or contractor, hereinafter referred to as "Builder", is required to prepare driveway and sidewalks complete with excavation, compaction, forms, steel and expansion joints as set out in Paragraph 5.13 and as shown in Exhibit "B", and Builder shall not pour concrete until after Developer or Developer's assignee approves such construction in writing to builder.

(c) Builder must obtain a final construction (building) inspection of concrete curbs and approval of same in writing as set out in Paragraph 5.13 (c) prior to occupancy of the residence.

(d) Every owner of a lot at the time of construction shall have the same responsibility for such construction inspection and approval as a Builder as set out in Paragraph 5.13.

**LOT DRAINAGE**

5.15 (a) Each owner of a lot agrees for himself, his heirs, assigns, or successors in interest that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in the Subdivision; and he will make adequate provisions for property drainage in the event it becomes necessary to change the established drainage over his lot. For the purposes hereof, "established drainage" is defined as the drainage which existed at the time that the overall grading of the Subdivision, including landscaping of any lot in the Subdivision, was completed by Developer.

(b) Builder, unless otherwise approved by the Architectural Control Authority must finish the grade of the lot so as to establish good drainage from the rear of the lot to the front street and no pockets or low areas may be left on the lot (whether dirt or concrete) where water will stand following a rain or during irrigation. Builder may install an underground



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drain line with a minimum of a four (4) inch diameter from a drainage inlet in the rear of lots to the permanent storm sewer system in front of each lot in accordance with the detail, design and specifications as shown on Exhibit "A" of these Restrictions. In no case shall the owner or Builder be allowed to break the street curb to provide drainage.

LANDSCAPING

5.16 (a) Before any landscaping shall be done in the front yard of any newly constructed dwelling, the landscape layout and plans shall have been first submitted to and approved in writing by the Architectural Control Authority. Such landscaping is to be done in the parkway area, front, sides and rear yard of the lot at the time the dwelling is being completed and before occupancy.

(b) At the time of initial construction of improvements on any lot in the Subdivision, the owner of each lot shall expend not less than \$1,000.00 for planting of grass and shrubbery and other landscaping work in the front and side yards of such lot; and such grass, shrubbery, and landscaping shall be maintained in a neat and attractive condition at all times.

(c) Architectural Control Authority shall, in its sole discretion and authority, determine whether the landscape layout and plans, including but not necessarily limited to drainage, grass, shrub and tree planting, include sufficient landscaping. The Architectural Control Authority can require additional landscaping should the Authority deem it to be necessary.

FENCE CONSTRUCTION

5.17 (a) Where a wall, fence, planter or hedge is not specifically prohibited in these Restrictions, the following (as to any permitted wall, fence, planter or hedge) shall apply: no wall, fence, planter or hedge in excess of two (2) feet high

shall be erected or maintained nearer to the front lot line than the front building set-back line, nor on corner lots nearer to the side lot line than the building set-back line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior lot line (or located on the interior lot line) shall be more than eight (8) feet high. No wall or fence may be constructed without the prior written approval of the Architectural Control Authority.

(b) At the same time as a residence is constructed, a six (6) foot wood fence, unless otherwise approved by the Architectural Control Authority, must also be constructed at the specified location upon the following listed lots. All such fences will be of the same classification and type, and the specifications for such fences must be approved by the Architectural Control Authority.

Lots 46 through 52, Fence to be constructed along  
Block 5 the rear property line.

Lot 53, Block 5 Fence to be constructed along  
rear property line from the  
building set back line of Lot 52.

#### SWIMMING POOL

5.18 No swimming pool may be constructed on any lot without the prior written approval of the Architectural Control Authority. Each application made to the Architectural Control Authority shall be accompanied by two sets of plans and specifications for the proposed swimming pool construction to be done on such lot including plot plan showing the location of the swimming pool and all other improvements and dimensions of same plus a plumbing and excavation disposal plan. The Architectural Control Authority's approval or disapproval of such swimming pool shall be made in the same manner as described in Article III hereof for other building improvements.



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REMOVAL OF TREES, TRASH AND CARE OF LOT DURING RESIDENCE CONSTRUCTION

5.19 (a) Builder or owner, during construction of the residence, is required to remove and haul from the lot all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from the lot for construction of the residence, construction of other improvements and landscaping. No burning is allowed on the lot and no materials or trash hauled from the lot may be placed elsewhere in the Subdivision.

(b) Builder or owner, during construction of the residence, is required to continuously keep the lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up and hauled from the lot. Other usable building materials are to be kept stacked and organized in a reasonable manner. No burning is allowed on the lot and no materials or trash hauled from the lot may be placed elsewhere in the Subdivision.

(c) No trash, materials, or dirt is allowed in the street or street gutter. Builder or owner shall keep the street and street gutter free from trash materials, and dirt. Any such trash, materials, or dirt inadvertently spilling or getting into the street or gutter shall be removed, without delay, not less frequently than daily.

(d) The Builder or owner may not enter onto a lot adjacent to the lot upon which he is building for purposes of ingress and egress to the building lot during or after construction, unless such adjacent lot is also owned by such Builder or owner, and all such adjacent lots shall be kept free by such Builder or owner of any trees, underbrush, trash, rubbish and/or any other materials during or after construction of building improvements thereon.

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CONTROL OF SEWERAGE EFFLUENT

5.20 No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into streets or into any body of water. No septic tank or other means of sewage disposal will be permitted.

COMPOSITE BUILDING SITE

5.21 Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines shall be measured from resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of lots in the same block. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must be of not less than nine thousand six hundred (9,600) square feet in area (and this shall supercede any contrary provision in the recorded plat). Any modification of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size or configuration, may be made only with the prior written approval of the Architectural Control Authority. In addition, the side lot line utility easement must be abandoned in accordance with the law. Upon such abandonment and upon receipt of written approval of the Architectural Control Authority, such composite building site shall thereupon be regarded as a "lot" for all purposes hereunder.



USE OF TEMPORARY STRUCTURES**OFFICIAL RECORDS**

5.22 (a) No structure of a temporary character: trailer, camper, camper trailer, motor vehicle, basement, tent, shack, garage, barn, or other outbuilding shall be placed on a vacant lot nor shall they be used on any lot at any time as a residence, except, however, that a garage constructed at the same time as the residence is constructed may contain living quarters for bona fide servants and except also that a field office, as hereinafter provided, may be established.

(b) Until the Developer has sold all other lots in PECAN GROVE PLANTATION (and during the progress of construction of residences in the Subdivision), a temporary field office for sales, resales and related purposes may be located and maintained by the Developer (and/or other parties authorized by Developer). The location of such field office may be changed, from time to time, as lots are sold. The Developer's right to maintain or allow others to maintain such field office (or permit such field office to be maintained) shall cease when all lots in PECAN GROVE PLANTATION except the lot upon which such field office is located, have been sold. No building may be used as a field office without the prior written consent of the Architectural Control Authority.

VISUAL OBSTRUCTION AT THE INTERSECTIONS OF PUBLIC STREETS

5.23 No object or thing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots.

DRYING OF CLOTHES IN PUBLIC VIEW

5.24 The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the

intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

#### LOT MAINTENANCE

5.25 (a) All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard, or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property.

(b) In the event of default on the part of the owner or occupant of any lot in observing the above requirements or the requirements of Paragraph 5.19, such default continuing after ten (10) days written notice thereof to the owner, Builder or occupant, as applicable, the Developer (until the Committee is selected, and thereafter, the Committee) may, without liability to the owner, Builder or occupant, in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish 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, and may charge the owner, Builder or occupant of such lot for the reasonable cost of such work and associated materials. Payment thereof shall be collected by adding the charges to the maintenance fee (secured by Vendor's Lien, as described in Paragraph 9.06) and shall be



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payable on the first day of the next calendar month with the regular monthly maintenance fee payment.

PROHIBITION OF OFFENSIVE ACTIVITIES

5.26 (a) All lots in the Subdivision shall be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. As indicated above, no lot in the Subdivision shall be used for any commercial, educational, manufacturing, business or professional purpose nor for church purposes. The renting or leasing of any improvements thereon or portion thereof is prohibited, without the prior written consent of the Architectural Control Authority.

(b) No lot or other portion of PECAN GROVE PLANTATION shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

SIGNS, ADVERTISEMENT AND BILLBOARDS

5.27(a) No sign, advertisement, billboard or other advertising structure of any kind may be erected or maintained on any lot in the Subdivision without the prior approval of the Developer (until the Committee is selected, and thereafter, the Committee) and any such approval which is granted may be withdrawn at any time, in which event, the party granted such permission shall immediately remove such structures.

(b) The Developer (until the Committee is selected, and thereafter, the Committee) shall have the right to or to authorize an agent in its stead to do so, to remove and dispose of any such prohibited sign, advertisement, billboard or

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advertising structure which is placed on any lot, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

**ANTENNAE & SATELLITE DISHES**

5.28 (a) No radio or television aerial wires or antennae shall be maintained on any portion of any lot forward of the front building line of said lot; nor shall any free standing antennae of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said lot.

(b) No satellite dishes of any type, or similar communications equipment, shall be installed or maintained on any portion of any lot.

**ANIMAL HUSBANDRY**

5.29 No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other common household pets, (not to exceed three (3) pets per lot) may be kept as household pets provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute nuisance and do not, in the sole judgement of the Developer, constitute a danger or potential danger or cause actual disruption of other lot owners, their families or guests. All pets shall be confined to their owner's premises or be on a leash and accompanied by their owner and/or other responsible person.

**MINERAL OPERATIONS**

5.30 No oil drilling, oil development operations, oil



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refining, or mining operations of any kind shall be permitted upon any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any building site. At no time shall the drilling, usage or operation of any water well be permitted on any lot except the Architectural Control Authority may, in its discretion, allow water wells to be drilled for homes requiring same for solar heating and cooling purposes. The provision shall not in any manner be deemed to apply to the Reserves designated on the subdivision plat or to any land owned by the Developer whether adjacent hereto or not.

RESIDENCE AND IMPROVEMENT DAMAGED BY FIRE OR STORM

5.31 Any building or other improvement on a lot that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the lot restored to an orderly and attractive condition.

LICENSED VEHICLES WITH LICENSED OPERATORS

5.32 Only licensed vehicles with licensed operators will be permitted to be operated on the public streets.

COMMON AREAS

5.33 Any common areas shall be used only for street, path, recreational and drainage purposes, and lot purposes reasonably connected therewith or related thereto; provided, however, no residential, professional, commercial or church use shall be made of any common areas. The Association may prescribe rules and regulations for the use of the common areas.

MAIL BOXES

5.34 The Architectural Control Authority reserves the right to approve the type and design and installation of any mail delivery boxes or mail deposit receptacles.

## VI.

## SPECIAL RESTRICTIONS -GOLF COURSE LOTS

In addition to the General Restrictions set forth in Article V Above, the following restrictions shall apply to Golf Course Lots: In the event there should be any conflict between these Special Restrictions - "Golf Course Lots" and the General Restrictions, these Special Restrictions shall take precedence over the General Restrictions.

6.01 Only underground electric service shall be available for said lots and no above surface electric service wires will be installed outside of any structure. Underground electric service lines shall extend through and under said lot in order to serve any structure thereon, and the area above said underground lines and extending 2 1/2 feet to each side of said underground line shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing of said underground facilities by such utility company; and owners of said lots shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions.

6.02 No wall, fence, planter, hedge (or other improvement or object serving a like or similar purpose) shall be constructed or permitted without the prior written consent of the Developer.

6.03 Any garage must be attached to the main residence. This requirement for an attached garage supercedes



any contrary requirement in Article V above.

6.04 All houses built on Golf Course Lots which have a common boundary with the Golf Course and two streets shall face the common boundary of the lot and the street from which the building set back distance is larger, unless a deviation from this provision is approved by the Architectural Control authority (whether developer or Architectural Control Committee). The provisions of this subsection shall control the provisions of Paragraph 5.03 (b) above.

6.05 No part of any house or garage built on a Golf Course Lot shall be permitted or constructed nearer to the common boundary of the Lot and the Golf Course nearer than fifteen (15) feet.

6.06 Owners of lots adjoining a Golf Course will not grow, nor permit to grow architectural varieties of grasses or other vegetation which, in the opinion of the Architectural Control Authority, is inimical to golf course grasses or vegetation, in the area of lots adjacent to the Golf Course. Such owners may, however, with the prior approval of the Architectural Control Authority, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation, and then, after the installation of such barriers, may grow such grasses or vegetation adjacent to the Golf Course.

## VII.

### NATURAL GAS

7.01 Entex, Inc., has agreed to provide natural gas service to all lots in the Subdivision, provided certain minimum usage is made of the service. Pursuant to the contract providing such service, all houses shall have a minimum of gas water heating, and gas central comfort heating, or pay a non-utilization fee. If, however, any house completed in the Subdivision does not utilize both gas water heating and gas central comfort heating appliances, then the owner of such house

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at the time of constructing such improvements shall pay to Entex, Inc., for such house. This non-utilization charge shall be due thirty (30) days from completion of the non-utilizing house. In the event this non-utilization charge is not paid timely by the owner of the non-utilizing house, after demand is made for such payment, the Developer or Association may, at their option, pay such charge and the payment so made, if any, shall be secured by the lien described in Article IX of these Restrictions, which lien shall only be extinguished by payment of such charge.

## VIII

## ELECTRICAL SERVICE

8.01 An underground electric distribution system will be installed in the Plat or Replat of PECAN GROVE PLANTATION, Section 8, designated herein as the "Underground Residential Subdivision", which underground service area embraces all of the lots which are platted in the Plat or Replat in PECAN GROVE PLANTATION, Section 8, at the time of the execution of the Agreement between the Electric Company, (hereinafter sometimes called the "Company") and Developer or thereafter, except as otherwise required by the Company or authorized by the Developer. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes, or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National



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Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a 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. Developer has, either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair, and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

8.02 The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is

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being developed for residential dwelling units, including homes, and if permitted by the Restrictions, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly excluding mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected lot or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electrical facilities serving such lot, which arrangement and/or addition is determined by the Company to be necessary.

8.03 The provisions of the two preceding paragraphs also apply to any future residential development in Reserve (s) shown on the plat or Replat of Pecan Grove Plantation, Section 8, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground



Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s).

## IX.

## MAINTENANCE FUND

9.01 Each lot or residential building site in the Subdivision shall be in and is hereby made subject to an annual maintenance charge ("Maintenance Charge"), except as otherwise hereinafter provided.

9.02 (a) The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided and such charge shall also include amounts relating to certain recreational facilities in Pecan Grove Plantation; and each such Maintenance Charge shall (except as otherwise hereinafter provided) be paid by the owner of each lot (or residential, building site) to Pecan Grove Plantation Property Owners' Association, Inc., a Texas non-profit corporation, hereinafter called the "Association", monthly, in advance, on or before the first day of each calendar month, beginning with the first day of the second full calendar month after the date of purchase of the "lot" or "residential building site".

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen (18%) percent per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the hereinafter described lien against the owner's lot. No owner may waive or otherwise escape liability for the Maintenance Charge by non-use of any common areas or recreational facilities available for use by owners of the Subdivision or the abandonment of his lot.

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9.03 (a) The exact amount of each maintenance charge will be determined by the Association during the month preceding the due date of said maintenance charge. All other matters relating to the assessment, collection, expenditure and administration of the Maintenance Fund shall be determined by the Association, subject to the provisions hereof. In addition to the maintenance charge herein referred to, each lot shall be subject to a monthly charge for street lighting services, beginning on the date on which street lighting is extended to the streets adjoining each lot. Such charge will be included in the monthly Bill for residential electric services from Houston Lighting and Power Company to each lot owner and shall be in addition to all other charges which such lot owner may incur for electric service. The exact amount of the street lighting charge will be determined by Houston Lighting and Power Company, and without limiting the right of Houston Lighting and Power Company to establish a different amount in the future, the initial monthly street lighting charge shall be \$.50.

(b) In the event that the Association and a Municipal Utility District should so contract for the benefit of the said Utility District, in addition to the maintenance charge herein referred to, each lot shall also be subject to a monthly utility charge of Five and No/100 Dollars (\$5.00) and payable to the said Municipal Utility District commencing on the first day of the first calendar month following the month in which a waterline and a sanitary sewer line are extended by such Municipal Utility District to a property line of the subject lot and terminating upon the completion of the construction of a residence on such lot and the connection of such residence to such waterline and sanitary sewer line. The Association, at its election, may require the payment of such utility charge annually in advance, subject to a pro rata rebate in the event that a residence is completed during such year. Payment of the aforesaid street lighting charge and the aforesaid utility



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utility charge are and shall be secured by the same lien which secures the maintenance charge. The Association shall have the right, at its option, to contract with Houston Lighting and Power Company or the said Utility District or both to collect the maintenance charges, street lighting charges and/or utility charges herein imposed and in connection therewith may assign the lien securing payment thereof to either or both of said entities for the period of said contract.

9.04 The maintenance charge shall not, without the consent of the Developer, apply to lots owned by the Developer or owned by any person, firm, association or corporation engaged primarily in the building and construction business which has acquired title to any such lots for the sole purpose of constructing improvements thereon and thereafter selling such lots; however, upon any such sale of such lots by such person, firm, association or corporation to a purchaser whose primary purpose is to occupy and/or rent and/or lease such lot (and improvements thereon, if any) to some other occupant, then the maintenance charge shall thereupon be applicable to such lot; and the Developer hereby consents to the applicability of the maintenance charge to each such lot under the circumstances herein stated. Any transfer of title to any lot by any such person, firm, association or corporation engaged primarily in the building and construction business shall not result in the applicability of the maintenance charge to such lot owner by the transferee or any succeeding transferee primarily engaged in the building and construction business without the consent of the Developer. The Developer or the Association reserve the right at all times, in their own judgement and discretion, to exempt any lot in the Subdivision from the maintenance charge, and exercise of such judgement and discretion when made in good faith shall be binding and conclusive on all persons and interests. The Developer or the Association shall have the

further right at any time, and from time to time, to adjust, alter or waive said maintenance charge from year to year as it deems proper; however, said maintenance charge shall not exceed \$15.00 per lot per month for the calendar year 1985 and shall not be increased by more than ten percent (10%) per annum after 1985 unless two-thirds (2/3) of the Association members agree in writing to increase said maximum maintenance charge, and the Developer of the Association shall have the right at any time to discontinue or abandon such maintenance charge, without incurring liability to any person whomsoever by filing a written instrument in the office of the County Clerk of Fort Bend County, Texas, declaring any such discontinuance or abandonment.

9.05 The maintenance charges collected shall be paid into the Maintenance Fund to be held and used for the benefit, directly or indirectly, of the Subdivision; and such Maintenance Fund may be expended by the Association for any purposes which, in the judgement of the Association will tend to maintain the property values in the Subdivision, including, but not limited to providing for the enforcement of the provisions of this instrument, including the aforesaid Reservations, Restrictions and Covenants, reasonable compensation and reimbursement to the Association and members of the Committee with respect to services performed by such Association and Committee members incident to their duties hereunder; for the maintenance, operation, repair, benefit and welfare of any recreational facilities which might hereafter be established in PECAN GROVE PLANTATION, or to which the Association may subject this fund, and generally for doing any other thing necessary or desirable in the opinion of the Association to maintain or improve the property of the Subdivision. The use of the Maintenance Fund for any of these purposes is permissive and not mandatory, and the decision of the Association with respect thereto shall be final, so long as made in good faith.



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LIEN TO ENFORCE PAYMENT OF ASSESSMENTS

9.06(a) In order to secure the payment of the maintenance charge hereby levied, a vendor's lien for the benefit of the Association shall be and is hereby reserved in the Deed from the Developer to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Association. As additional security for the payment of the maintenance charges hereby levied, each owner of a lot in the Subdivision, by such party's acceptance of a deed hereto, hereby grants the Association a lien on such lot which may be foreclosed on by non-judicial foreclosure pursuant to the provisions of Section 51.002, Texas Property Code, as then amended (successor to Article 3810, Texas Revised Civil Statutes); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002, Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Real Property Records of Fort Bend County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002, Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage pre-paid, registered or certified, return

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receipt requested. properly addressed to such owner at the last known address of such owner according to the records of the Association. If required by applicable law, the Association shall cause a Notice of the Trustee's Sale to be filed in the office of the County Clerk of Fort Bend County, Texas, at least twenty-one (21) days preceding the date of said sale. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee second, from such proceeds there shall be paid to the Maintenance Fund an amount equal to the amount in default and, third, the remaining balance shall be paid to such owner. Following any such foreclosure, each occupant of any such lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of writ of restitution thereunder.

(b) In addition to foreclosing the lien hereby retained, in the event of nonpayment by any owner of such owner's portion of any maintenance charge, the Association may, acting through the Board, upon ten (10) days prior written notice thereof to such nonpaying owner, in addition to all other rights and remedies available at law or otherwise, restrict the rights of such nonpaying owner to use the common areas, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying owner so long as such default exists.

(c) It is the intent of the provisions of this Section 9.06 to comply with the provisions of said Section 51.002, Texas Property Code relating to non-judicial sales by Power of Sale and, in the event of the amendment of said Section 51.002, Texas Property Code hereafter, the President or any Vice President of the Association, acting without joinder of any



other owner or mortgagee or other person may, by amendment to the Restrictions filed in the Real Property Records of Fort Bend County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002, Texas Property Code.

(d) In addition to the right of the Board of Directors to enforce maintenance charges, the Board of Directors may file a claim of lien against the lot of the delinquent owner or member by recording a notice (Notice of Lien) setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the lot against which lien is claimed and (d) the name of the owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and maintenance charges which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

(e) The lien described in this Paragraph 9.06 and the superior title herein reserved shall be deemed subordinate to a first lien or liens of any bank, insurance company, mortgage company, mortgage corporation, savings and loan association, or other "institutional lender" university, pension and profit sharing trusts or plans, or other bona fide, third party lender which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any lot and any renewal, extension, rearrangement or refinancing thereof. Each first mortgagee of a mortgage encumbering a lot who obtains title to such lot pursuant to the remedies provided

in the mortgage or by judicial foreclosure shall take title to the lot free and clear of any claims for unpaid maintenance charges against such Lot which accrued prior to the time such holder acquires title to such Lot. No such sale or transfer shall relieve such holder acquiring title to a lot from liability for any maintenance charges thereafter becoming due or from the lien thereof. Any other sale or transfer of a lot shall not affect the Association's lien for maintenance charges. The Association shall use its best efforts to give each first mortgagee sixty (60) days advanced written notice of the Association's proposed foreclosure of the lien described in this Paragraph 9.06, which shall be sent to the nearest office of such first mortgagee by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent assessments upon which the proposed action is based; provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of Paragraph 9.06 hereof.

9.07 These provisions as to the Maintenance Charge and Maintenance Fund shall continue in effect unless changed in the manner and at the time or times hereinabove provided for effecting changes in the restrictive covenants hereinabove set forth.

X.

#### MEMBERSHIP IN ASSOCIATION

10.01 Every person or entity who is a record owner of any lot which is subject or which will be subject upon the completion of improvements thereon, to the Maintenance Charge and other assessments provided herein, including contract sellers, shall be a member of the Association. The foregoing



is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership for each lot owned by such member. Memberships shall be appurtenant to and may not be separated from the ownership of the lots. Ownership of the lots shall be the sole qualification for membership. All references in this instrument to the "Board of Directors" shall refer to the Board of Directors of the Association, and it is recognized that the Association may make whatever rules or Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the lots and any common area, provided that the same are not in conflict with the terms and provisions of these Restrictions. The voting rights of the owners of the lots in the Association are set forth in the Bylaws of the Association.

XI.

CORRECTION OF ERRORS

11.01 Developer reserves, and shall have the continuing right until September 1, 1987, without the consent of the owner or the representatives of any mortgagees (except as otherwise provided in this Article XI) to amend these Restrictions for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent mis-statements, errors or omissions herein, provided that no such amendment shall change the voting rights, proportionate share of assessments, property description or building setback line of any owner and such owner's mortgagee who do not join in the execution of such correction instrument.

## OFFICIAL RECORDS

## XII.

## LIMITATION OF LIABILITY

12.01 No member of the Architectural Control Authority or Committee, The Association or any member of the Board of Directors or Developer shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Architectural Control Authority or Committee unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Architectural Control Authority or Committee shall not be responsible for reviewing, nor shall its approval of any improvements be deemed approval of such improvements from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations. Additionally, neither Developer nor its agents, employees, officers, directors, the Association or Board of Directors shall be liable to any Owner of the lot for any loss, claim or demand in connection with the breach of any provision of these Restrictions by any other party.

## XIII.

## BINDING EFFECT

13.01 All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected, the Developer and the Association, and their respective heirs, executors, administrators, successors and assigns.

## XIV

## APPROVAL OF LIENHOLDER

14.01 AMERICAN GENERAL INVESTMENT CORPORATION, a Texas Corporation, the holder of the lien or liens on PECAN GROVE



## OFFICIAL RECORDS

PLANTATION, Section Eight, a subdivision in Fort Bend County, Texas, joins in the execution hereof to evidence its consent hereto and hereby subordinates its lien or liens to the provisions hereof.

IN TESTIMONY WHEREOF, Pecan Grove Associates has caused these presents to be signed by its joint venturers, Atlas Realty Company, Belcross, Inc., and J. B. Land Co., Inc., thereunto authorized this 26<sup>th</sup> day of December, 1985.

PECAN GROVE ASSOCIATES, A Joint Venture.

ATLAS REALTY COMPANY

BELCROSS, INC

By: *Risher Randall*

Risher Randall,  
Exec. Vice President

*Milton C. Cross*

Milton C. Cross  
President

J.B. LAND CO., INC.

By: *J. B. Belin, Jr.*

J. B. Belin, Jr.  
President

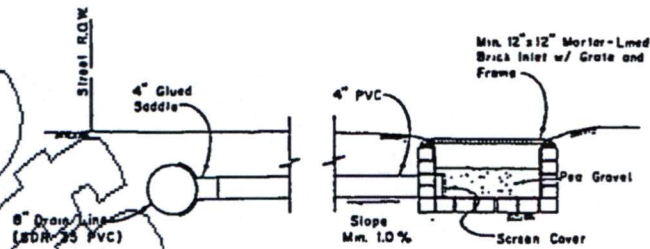
Return to:

Pecan Grove Assoc.  
7324 S.W. Fwy #600  
Houston, TX 77074

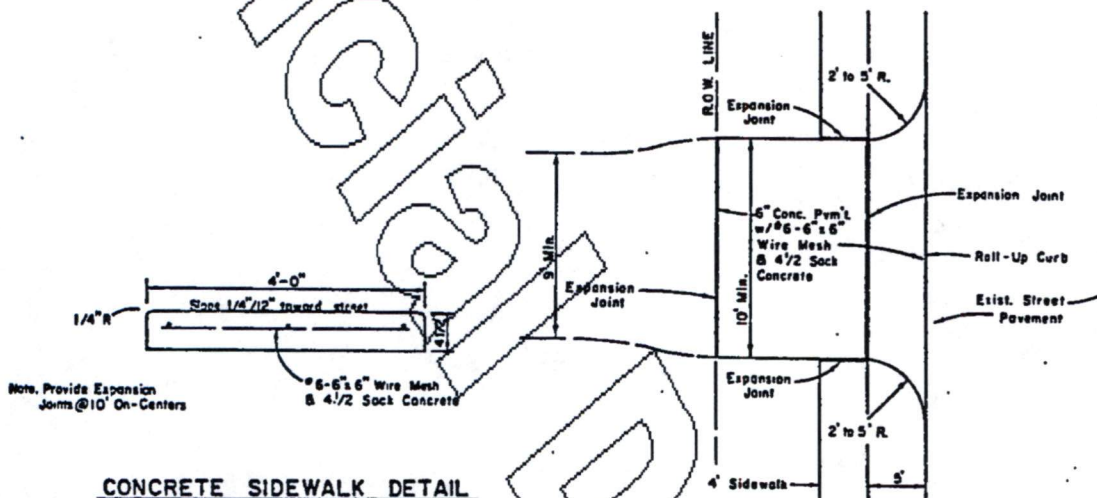
## EXHIBIT "A"

## PECAN GROVE PLANTATION

## SECTION 8

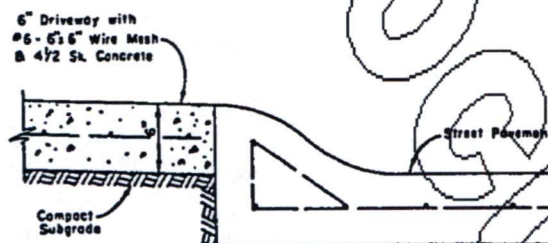


SIDE - LOT DRAIN LINES



CONCRETE SIDEWALK DETAIL

PLAN



PARTIAL SECTION

ROLL-UP CURB CONCRETE DRIVEWAY DETAIL

Concrete curbs that are chipped, cracked and/or broken on the street front or street side of all lots are to be repaired or replaced by the builder or owner of the residence on each lot prior to occupancy of the residence on said lots. Chipped curbs may have patched repairs using an "epoxy grout" mixture. Where several chipped curbs appear in the same area, the entire section of curb (i.e. driveway to driveway) must be overlaid with the "epoxy grout" mixture. Cracked or broken curbs shall be saw-cut on both sides of the crack or break, the cracked or broken area removed, reformed and poured using five (5) sack concrete mix to match existing curb.

## CONCRETE CURB REPAIR REQUIREMENTS

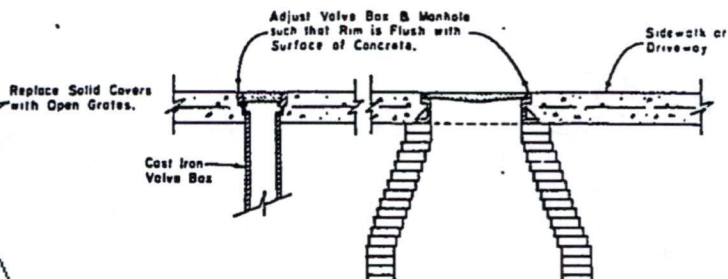
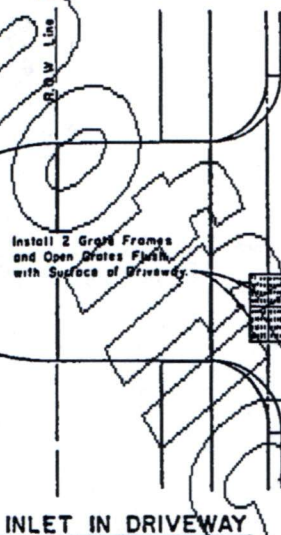


## EXHIBIT "B"

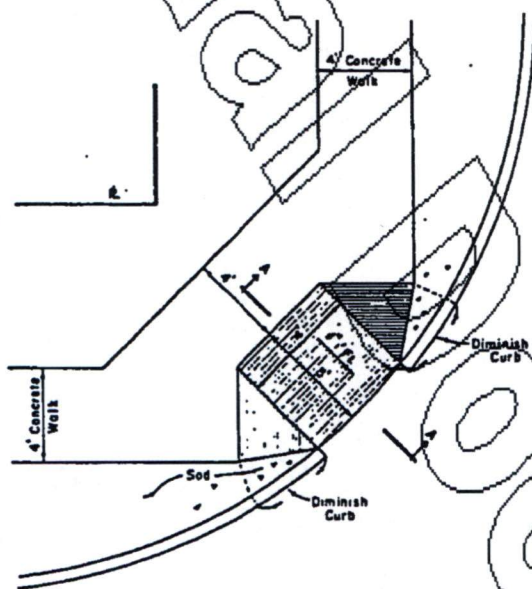
## PECAN GROVE PLANTATION

## OFFICIAL RECORDS

## SECTION 8

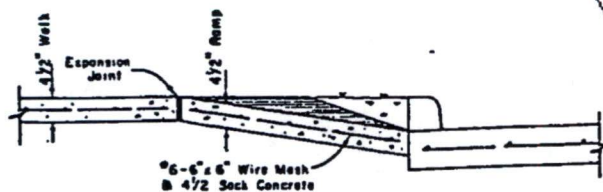


WATER VALVE BOX AND  
MANHOLE IN SIDEWALK OR DRIVEWAY



PLAN  
Scale: 1" = 4'

Note:  
The finished surface of the wheel chair ramp is to be grooved laterally w/ 1/4" wide by 1/4" deep grooves spaced 2 1/4" C-C. Grooves w/ a broom finish.



SECTION A-A

WHEEL CHAIR RAMP

1817 740

## OFFICIAL RECORDS

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this day personally appeared Bisher Randall, Exec. Vice President of Atlas Realty Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of December, 1985.

William D. Terrell  
Notary Public in and for Harris County, Texas



STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Milton C. Cross, President of Belcross, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of December, 1985.

Carol Elise Knight  
Notary Public in and for Harris County, Texas  
Commission Expires 12-27-87

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this day personally appeared J. B. Belin, Jr., President of J. B. Land Co., Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of December, 1985.

Cheri D. Womeldorff  
Notary Public in and for Harris County, Texas

CHERI D. WOMELDORFF  
Notary Public in and for the State of Texas  
My Commission Expires March 14, 1988

FILED

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-50-

STATE OF TEXAS  
I, hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the record books of Fort Bend County, Texas as stamped herein by me in

DEC 31 1985



Deanne Wilson  
County Clerk, Fort Bend Co., Tex.